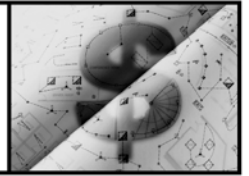


# ELECTRICITY RETROFIT INCENTIVE PROGRAM

Project Application

Plan on  
**ERIP**



THE APPLICANT MUST SIGN AND DATE THE PROJECT APPLICATION (THE "APPLICATION") BEFORE FORWARDING TO

**Essex Powerlines Corporation**

ALL WORKSHEETS AND SUPPORTING DOCUMENTATION MUST BE ATTACHED.  
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED AND WILL BE RETURNED TO THE APPLICANT.  
FUNDING AVAILABLE ON A FIRST COME, FIRST SERVED BASIS.

## WHICH TYPE OF APPLICATION REVIEW IS REQUESTED: (Required – please check ONE).

- Pre-approval** – Request **ESSEX POWERLINES** review of selected energy efficiency measures (custom and or prescriptive equipment) prior to purchase or installation. Incentive payments will be made pending satisfactory installation of the pre-approved equipment and inspection by **ESSEX POWERLINES**.
- Payment** – Request **ESSEX POWERLINES** review of measures that have been purchased and installed. This option is for Prescriptive Applications ONLY. Proof of purchase and payment required.

To the Applicant: ALL REQUIRED fields must be completed in order for your Application to be accepted for review by **ESSEX POWERLINES**

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

LEGAL NAME OF APPLICANT

ADDRESS CITY PROVINCE POSTAL CODE

**ESSEX POWERLINES** ACCOUNT # CONTACT NAME AND TITLE

DAY PHONE FAX EMAIL  
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. Building(s) Where Equipment is to be installed (required) (If multiple facilities are involved, attach details for each)

BUILDING NAME

ADDRESS CITY PROVINCE POSTAL CODE

**ESSEX POWERLINES**

### 4. Building or Property Type (required):

- OFFICE  RETAIL  HOSPITALITY (ACCOMMODATION & FOOD SERVICE)  MULTI-RESIDENTIAL  WAREHOUSE  
 MULTI-USE (CHECK ALL PRIMARY USES)  AGRIBUSINESS  OTHER COMMERCIAL  
 HOSPITAL  EDUCATIONAL  OTHER INSTITUTIONAL  
 INDUSTRIAL-PRIMARY INDUSTRY  OTHER



ENERGY CONSERVATION MANAGER APPROVAL

ENERGY CONSERVATION MANAGER APPROVAL

DATE:

DATE:

12. Finance  Required. Not required.

FINANCE ACKNOWLEDGEMENT:

DATE:

**INCENTIVE PAYMENT AGREEMENT (THE "AGREEMENT")**

The Applicant has applied for financial assistance (the "Incentive"), pursuant to this Application under the Electricity Retrofit Incentive Program of \_\_\_\_\_ **ESSEX POWERLINES**.

- 1.0 INCENTIVE: **ESSEX POWERLINES** agrees to provide an Incentive for the installation or implementation of the Project described in the Application Worksheets (the "Project") attached as identified in Box 6. The Incentive is subject to the following terms and conditions:
- 1.1 That the Applicant implements the Project as described as in the Application Worksheets identified in Box 6 by the Project Completion Date identified in Box 8.
- 1.2 That the Applicant provides **ESSEX POWERLINES** with evidence of implementation and completion of the Project and verification of costs, in the form of accounting records, contractor invoices and visual inspection by **ESSEX POWERLINES** or its agent, and any other evidence as **ESSEX POWERLINES** may require. The evidence must be provided before the Incentive will be released.
- 1.3 **ESSEX POWERLINES** will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to Subsection 1.2.
- 1.4 The Applicant waives its rights under the *Personal Information and Protection and Electronic Documents Act* (Canada), the *Municipal Freedom of Information and Protection of Personal Information Act* (Ontario) and the *Freedom of Information and Protection of Personal Information Act* (Ontario) and all other privacy laws and regulations with respect to information required to be supplied by the Applicant to **ESSEX POWERLINES** hereunder and by **ESSEX POWERLINES** to the Ontario Power Authority for the purposes of any technical or financial verification or audit or for purposes relating to the environmental impact of the Project or the calculation of Environmental Attributes (as that term is defined by the Ontario Power Authority on the website located at [www.everykilowattcounts.com](http://www.everykilowattcounts.com)). The Applicant expressly consents to the supply and transfer of confidential or proprietary information of the Applicant by **ESSEX POWERLINES** to the Ontario Power Authority for the purposes of such verification, audit or calculation.
- 1.5 The Applicant shall be entitled to its proportionate share of any Environmental Attributes that arise out of or in relation to the Project. Such proportion shall be equal to the proportion of the Incentive to the total cost of the Project, excluding any in-kind or other non-cash contribution. The Applicant agrees, in respect of any and all Environmental Attributes other than those to which it is entitled as set out above, to transfer and assign to **ESSEX POWERLINES** or, as **ESSEX POWERLINES** may direct, to the Ontario Power Authority, unconditionally and absolutely, all of its right, title and interest in and to the Environmental Attributes.
- 2.0 AMOUNT AND FORM OF INCENTIVE: **ESSEX POWERLINES** will have the right in its absolute discretion to determine the maximum amount of the Incentive. The maximum amount of the Incentive is identified in Box 11 and will be provided in the form of a lump sum payment, within 30 days after the Project is completed, and, provided that the Applicant satisfies the conditions in section 1
- 3.0 COVENANT OF APPLICANT: The Applicant agrees to operate and maintain all the equipment of the Project in good working order and maintain the Project as implemented without any modification (subject to Section 3.1 below), in accordance with the Project described in the Application, for a continuous period of at least 36 months (the "Period") and calculated from the month **ESSEX POWERLINES** makes the Incentive Payment.
- 3.1.1 If the Project requires any modification during the Period the Applicant will notify **ESSEX POWERLINES** forthwith in writing and will request **ESSEX POWERLINES** written consent prior to carrying out any such modification. **ESSEX POWERLINES** reserves the sole discretionary

right to deny or accept the Applicant's request to modify the Project. Any modification carried out by the Applicant without the prior written consent of **ESSEX POWERLINES** will constitute a default of this Agreement, in which case **ESSEX POWERLINES** will be entitled to repayment of a portion of the Incentive pursuant to Section 4.0 below.

#### 4.0 EVENTS OF DEFAULT

4.1 If the Project ceases operation before the expiry of the Period the Applicant will be deemed to be in default of this Agreement and a portion of the Incentive must be repaid to **ESSEX POWERLINES** pursuant to Section 5.0 below.

4.2 In the event the Applicant defaults on any term or condition of this Agreement or if any representation and warranty made by the Applicant is untrue, incomplete or inaccurate, the Applicant will be deemed to be in default of this Agreement and a portion of the Incentive must be repaid to **ESSEX POWERLINES** pursuant to Section 5.0 below.

5.0 REFUND: If an Event of Default occurs, the Applicant will repay to **ESSEX POWERLINES** a portion of the Incentive, upon demand. The amount to be repaid will correspond to the remaining time outstanding within the Period and calculated as follows:

$$\frac{\text{Incentive} \times \text{Time Still Outstanding (in months)}}{36 \text{ Months}}$$

36 Months

For the purposes of this calculation, default at any time during a month will be deemed as default for the full month.

6.0 PROJECT DETAILED INFORMATION: **ESSEX POWERLINES** shall have the right to publicize the features or equipment described in the Application to the other participants in the **ESSEX POWERLINES** Electricity Retrofit Incentive Program and may refer any interested party to the owner of the Project, unless the owner of the Project requests that this information remain confidential. The provisions of this Section 6.0 will survive the termination of this Agreement.

7.0 REPRESENTATIONS AND WARRANTIES: The Applicant represents, warrants and agrees that (a) all information contained in the Application and any other documentation provided to the LDC is complete, true and correct; (b) the Project has not received, is not receiving and will not receive any funding under any electricity ratepayer funded provincial, federal or local electricity distribution company (as approved by the Ontario Energy Board) other than under this program; and (c) the Applicant owns all equipment in respect of which the Incentive is claimed, provided that if the Applicant is a tenant of its business premises and does not own such equipment, prior written consent has been obtained by the Applicant from the property owner of the Applicant's business premises for the installation of the Project.

#### 8.0 LIABILITY AND INDEMNITY:

8.1 Subject to the provisions of Section 6.0, **ESSEX POWERLINES** shall have no right, title or interest in any Project or Project features or equipment purchased, implemented, installed or acquired by or for the Applicant pursuant to this Agreement.

8.2 Notwithstanding the fact that **ESSEX POWERLINES** has reviewed the information contained in the Application for the purpose of assessing the possible reduction of **ESSEX POWERLINES** energy and peak load as a result of implementing the Project, it is understood and agreed that **ESSEX POWERLINES**, not being a contractor, system designer or manufacturer of any of the features or equipment incorporated in the Project, makes no representation or warranty, expressed or implied including, but not restricted to, implied warranties as to safety, of merchantability and fitness for a particular purpose, or as to the fitness of the design or the capability of the material, equipment or workmanship in any features or measures included in the Project or with respect to the expected or anticipated energy load reduction nor does it warrant that any equipment, features or measures included in the Project will satisfy the requirements of any applicable law, or regulatory requirement.

8.3 The Applicant does hereby indemnify and save harmless **ESSEX POWERLINES** its directors, officers, agents and employees from any and all liability and all damages, including indirect or consequential damages such as loss of revenue, expenses and costs for injury to or death of

any person, or damage to or destruction of property of any person arising from or occurring by reason of the actual or alleged implementation of the Project and its operation or any matter contemplated by this Agreement, the Application or attachments thereto. The provisions of this Section will survive the termination of this Agreement.

- 9.0 JOINT AND SEVERAL OBLIGATIONS: If more than one person executes this Agreement as Applicant, their obligations under this Agreement will be joint and several.
- 10.0 TAX IMPLICATIONS: **ESSEX POWERLINES** will not be responsible for any tax liability imposed on the Applicant as a result of any Incentive given pursuant to this Agreement.
- 11.0 ASSIGNMENT: This Agreement will extend to, be binding upon and enure to the benefit of **ESSEX POWERLINES** and of the Applicant and their respective successors and assignees provided that the Applicant will not be entitled to assign its entire interest in this Agreement or any portion thereof without the prior written consent of **ESSEX POWERLINES**.
- 12.0 CANCELLATION: **ESSEX POWERLINES** may terminate or cancel this agreement at any time at its sole discretion without prior notice, and without liability, obligation or payment of any kind.
- 13.0 NON-WAIVER: No failure to exercise and no delay in exercising any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.
- 14.0 TERM AND TERMINATION: This Agreement will terminate upon the expiration of the Period or upon any default herein or as otherwise determined by **ESSEX POWERLINES** in its reasonable discretion.
- 15.0 GENERAL TERMS: The Prescriptive Project Application Guideline/Custom Project Application Guideline [delete as applicable], the Worksheet [fill in as applicable] and this Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, representations, warranties and understandings, whether written or oral. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of Ontario. If any term of this Agreement is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability will be deemed severable and will not affect any other term of this Agreement.

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

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APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE: