

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



CAMBRIDGE AND NORTH DUMFRIES HYDRO INC.

Cambridge and North Dumfries Hydro Inc.
1500 Bishop Street P.O Box 1060
Cambridge, Ontario N1R 5X6
Phone: 519-621-3530 Fax: 519-621-7420

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 Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc.

Payment – Request Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc.

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

LEGAL NAME OF APPLICANT

ADDRESS

CITY

ON
PROVINCE

POSTAL CODE

Cambridge and North Dumfries Hydro Inc. 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

ON
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

ON
PROVINCE

POSTAL CODE

Cambridge and North Dumfries Hydro Inc.

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

5. Which of the following best describes this project? (required):(If multiple facilities are involved, attach details for each)

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

6. Which Worksheets are part of this Application and are attached? (required)

(Worksheet details must be unique to one facility. Attach multiple Worksheets if required.)

- CUSTOM PROJECT LIGHTING UNITARY A/C TRANSFORMERS MOTORS AGRIBUSINESS

7. Incentive

TOTAL PROJECT COST

TOTAL INCENTIVE BEING APPLIED FOR

8. Project Timeline

PROJECT START DATE

PROJECT COMPLETION DATE

9. Have you received any other financial incentive(s) for this project through Cambridge and North Dumfries Hydro Inc. or any other public program? (required):

- YES NO

IF YES, PLEASE PROVIDE NAME OF FUNDING AGENCY, NAME OF PROGRAM, AMOUNT OF FUNDING _____

10. Applicant's Certification Statement (required):

I, the Applicant, certify that:

1. All information in this Application, including all attached documentation, is true and complete;
2. The facility or facilities where the improvements will be made is/are Cambridge and North Dumfries Hydro Inc. customer(s) and are serviced by the distribution grid of Cambridge and North Dumfries Hydro Inc.
3. I have the authority to make and install the energy efficiency improvements as identified in this Application
4. The Applicant would not otherwise have undertaken the Project without the financial support and participation of Cambridge and North Dumfries Hydro Inc.
5. I understand and agree to the terms and conditions as set forth in this Application.

APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE:

I have authority to bind the Applicant

NAME:

TITLE:

* please print and send two (2) original copies with signatures to Cambridge and North Dumfries Hydro Inc.

For Cambridge and North Dumfries Hydro Inc. Use Only

Application Number: _____

11. Project Management

APPLICATION APPROVAL

APPROVED INCENTIVE AMOUNT:

PROJECTED COMPLETION DATE:

TECHNICAL REVIEW:

DATE:

ENERGY CONSERVATION MANAGER APPROVAL

DATE:

INCENTIVE RELEASE APPROVAL

PAYMENT AMOUNT:

IS CONSTRUCTION COMPLETION DATE PAST: YES NO

TECHNICAL REVIEW:

DATE:

ENERGY CONSERVATION MANAGER APPROVAL

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 Cambridge and North Dumfries Hydro Inc.

1.0 INCENTIVE: Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc. with evidence of implementation and verification of costs, in the form of accounting records, contractor invoices and visual inspection by Cambridge and North Dumfries Hydro Inc. or its agent, and any other evidence as Cambridge and North Dumfries Hydro Inc. may require. The evidence must be provided before the Incentive will be released.

1.3 Cambridge and North Dumfries Hydro Inc. 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) and all other privacy laws and regulations with respect to information required to be supplied by the Applicant to Cambridge and North Dumfries Hydro Inc. hereunder and by Cambridge and North Dumfries Hydro Inc. 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). The Applicant expressly consents to the supply and transfer of confidential or proprietary information of the Applicant by Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc. or, as Cambridge and North Dumfries Hydro Inc. 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: Cambridge and North Dumfries Hydro Inc. 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 pursuant to Subsection 1.2.

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, 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 Cambridge and North Dumfries Hydro Inc. makes the Incentive Payment.

3.1.1 If the Project requires any modification during the Period the Applicant will notify Cambridge and North Dumfries Hydro Inc. forthwith in writing and will request Cambridge and North Dumfries Hydro Inc. written consent prior to carrying out any such modification. Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc. will constitute a default of this Agreement, in which case Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc. pursuant to Section 5.0 below.
- 4.2 If the Project requires any modification during the Period the Applicant will notify Cambridge and North Dumfries Hydro Inc. forthwith in writing and will request Cambridge and North Dumfries Hydro Inc. written consent prior to carrying out any such modification. Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc. will constitute a default of this Agreement, in which case Cambridge and North Dumfries Hydro Inc. will be entitled to repayment of a portion of the Incentive pursuant to Section 5.0 below.
- 5.0 REFUND: In the event the Applicant defaults on any term or condition of this Agreement, the Applicant will repay to Cambridge and North Dumfries Hydro Inc. 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: Cambridge and North Dumfries Hydro Inc. shall have the right to publicize the features or equipment described in the Application to the other participants in the Cambridge and North Dumfries Hydro Inc. 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 all information contained in the Application is true and correct and that the Project is not and shall not be eligible to receive any funding under any electricity ratepayer funded provincial, federal or local electricity distribution company (as approved by the Ontario Energy Board) other than from Cambridge and North Dumfries Hydro Inc.
- 8.0 LIABILITY AND INDEMNITY:
- 8.1 Subject to the provisions of Section 6.0, Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc. has reviewed the information contained in the Application for the purpose of assessing the possible reduction of Cambridge and North Dumfries Hydro Inc. energy and peak load as a result of implementing the Project, it is understood and agreed that Cambridge and North Dumfries Hydro Inc., 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 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 Cambridge and North Dumfries Hydro Inc. 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: Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc. 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 Cambridge and North Dumfries Hydro Inc.
- 12.0 AMENDMENTS: Cambridge and North Dumfries Hydro Inc. reserves the right within its sole discretion to amend this Agreement from time to time and will promptly inform the Applicant upon making such amendments.
- 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 Cambridge and North Dumfries Hydro Inc. in its reasonable discretion.
- 15.0 GENERAL TERMS: 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.

APPLICANT/LEGAL COMPANY
NAME:

AUTHORIZED
SIGNATURE:

DATE: