

2021 Commercial Savings by Design Program Application Form



(For integrated design process, project development and commissioning)

Please provide all the information requested in the application form. Enbridge Gas Inc. ("Enbridge Gas") reserves sole discretion to accept or reject any application. **Please print clearly:**

| Builder/applicant information | | | |
|--|----------------|-----------------------------|------------------------|
| Name: | | Contact name: | |
| Address: | | City/town: | Province: Postal code: |
| Phone number: | Email address: | | |
| Project information (attach schedule if necessary) | | | |
| Project name: | | | |
| Project description: | | Gross floor space, sq. ft.: | |
| Project address: | | City/town: | Province: Postal code: |
| Occupancy type(s): | | Construction end date: | |
| Architect contact information | | | |
| Company name: | | Contact name: | |
| Company address: | | City/town: | Province: Postal code: |
| Phone number: | Email address: | | |
| Mechanical engineer contact information | | | |
| Company name: | | Contact name: | |
| Company address: | | City/town: | Province: Postal code: |
| Phone number: | Email address: | | |
| Energy modeller contact information | | | |
| Company name: | | Contact name: | |
| Company address: | | City/town: | Province: Postal code: |
| Phone number: | Email address: | | |
| Other (general contractor, consultant, etc.) | | | |
| Company name: | | Contact name: | |
| Company address: | | City/town: | Province: Postal code: |
| Phone number: | Email address: | | |

By signing below, Applicant applies for incentives available under all three components of Enbridge Gas' Savings by Design Program (the "Program") namely: i) Integrated Design Process; ii) Energy Performance and iii) Commissioning and acknowledges its acceptance of, and agreement to be bound by, the General Terms and Conditions of the Program as stated on the reverse.

Applicant confirms that it intends to fully participate in the Program and acknowledges that its participation in the Program represents a substantial financial commitment on the part of Enbridge Gas. Applicant acknowledges that any financial incentives are conditional upon its successful completion of the Program and compliance with all applicable terms and conditions. Applicant acknowledges and confirms that natural gas is required to be used as one of the primary fuel sources in order to receive Program incentives. Applicant further confirms that should it fail to fully participate in the Program or should it withdraw from the Program prior to its completion, not only will Applicant forfeit any and all financial incentives but Applicant agrees to reimburse Enbridge Gas for all costs incurred by Enbridge Gas which are directly associated with Applicant's participation in the Program.

Application date

Applicant name (please print)

Signature

I have authority to bind Applicant

The project as identified above intends to utilize natural gas as one of the primary fuel sources.

We acknowledge that the particular project identified above is part of the aggregate projects to fulfill the 50,000 sq. ft. requirement.

General Terms and Conditions – Commercial Applications

The following General Terms and Conditions apply to Enbridge Gas Inc.'s ("Enbridge Gas") Savings By Design Program (the "Program"). **BY SIGNING THIS APPLICATION ON THE REVERSE SIDE, THE APPLICANT CERTIFIES THAT I) IT MEETS THE PROGRAM ELIGIBILITY REQUIREMENTS; II) THE INFORMATION SUPPLIED ON THIS APPLICATION IS TRUE AND CORRECT; III) IT HAS READ AND UNDERSTANDS THE PROGRAM DOCUMENTS; AND IV) IT AGREES TO ABIDE BY THE PROGRAM RULES AND TO BE BOUND BY THE PROGRAM DOCUMENTS AND THESE GENERAL TERMS AND CONDITIONS.**

1. The Program consists of three components:
 - i) **Integrated Design Process ("IDP")** – Under the IDP, Applicant will participate in a series of building design team meetings to identify the optimal mix of design elements and technologies to maximize energy efficiencies. Enbridge Gas will cover the costs associated with scheduling and holding the design team meetings as well as the professional fees charged by the design team experts up to a maximum of \$35,000. Applicant is responsible for its own costs. This incentive has no cash value.
 - ii) **Energy Performance** – By providing a pre-construction model which exceeds the 2017 Ontario Building Code with SB-10's ("OBC") current energy performance requirements by at least 15 percent, the Applicant may be eligible for an incentive of \$15,000.*
* See additional Terms and Conditions below.
 - iii) **Commissioning** – An additional incentive of \$15,000 is available to Applicants who meet the requirements for an Energy Performance incentive and who submit their final "as-built" energy model together with the final commission report to Enbridge Gas.
2. In order to apply for the Program and be eligible for financial incentives, the Applicant must:
 - a) Submit a complete and fully signed Application to Enbridge Gas; and
 - b) Ensure that the project includes natural gas as one of the primary fuel sources in the final design; and
 - c) Successfully complete all three components of the Program, including designing and constructing a commercial property in Enbridge Gas Inc. service area which achieves:
 - i. An energy performance that exceeds the OBC's energy performance requirements by at least 15%; or
 - ii. If the project address is located in the City of Toronto, the project will be required to achieve an energy performance target that exceeds the OBC's energy performance requirements by at least 20%.

In both the case of i and the case of ii, if the baseline energy model for the project shows that the initial project design already meets or exceeds the applicable Savings by Design energy performance requirement, then the project will be required to achieve an energy performance target of five additional percentage points better than the current Ontario Building Code, beyond the energy performance requirement specified in either i or ii, as applicable.
3. The Applicant agrees to participate in a measurement and evaluation study for the purpose of analyzing the Program's performance and improve future Program designs. Applicant agrees to fully cooperate with the study team if asked to participate.
4. Enbridge Gas' offer of Incentive Payments may be withdrawn by Enbridge Gas at any time and will be withdrawn if: a) the Applicant fails to fully participate in the IDP component of the Program including attending all meetings; b) the Applicant fails to design a new commercial property which exceeds the OBC's energy performance requirements by the percentage(s) set out in these General Terms and Conditions; c) the Applicant fails to complete construction of a new commercial property in the Enbridge Gas service area which exceeds the OBC's energy performance requirements by the percentage(s) set out in these General Terms and Conditions by within five years of completing the IDP; or d) the Applicant otherwise fails to comply with any of these General Terms and Conditions.
5. Once the commercial property is constructed and provided the property exceeds the OBC's energy performance requirements by the percentage(s) set out in these General Terms and Conditions, which would include natural gas as one of the primary fuel sources as worded in item #6 as determined by Enbridge Gas in its sole discretion, the Applicant will be eligible to receive an Energy Performance incentive of \$15,000.
6. Once the commercial property is constructed and provided the property exceeds the OBC's energy performance requirements by the percentage(s) set out in these General Terms and Conditions which would include natural gas as one of the primary fuel sources, as determined by Enbridge Gas in its sole discretion, the Applicant will be eligible to receive a Commissioning incentive of \$15,000 provided the Applicant submits its final "as-built" energy model together with the final commission report to Enbridge Gas within six months following completion of construction or Dec. 31, 2026, whichever is earlier.

7. Payment of the Commissioning Incentive is subject to the Applicant providing Enbridge Gas with the commissioning agent's report.
8. The Applicant acknowledges that as a participant in the Program, it will be exchanging or developing ideas with, and be provided with information from, employees or contractors of Enbridge Gas (the "Information"). Enbridge Gas hereby grants you a non-exclusive, royalty-free, non-transferable license to use any Information owned, licensed, or disclosed by Enbridge Gas and the permission to disclose and share such Information freely with others. You acknowledge and agree that the Information is provided to you on an "as is" basis, and all representations, warranties, and conditions, whether express or implied, with regard to the Information are hereby expressly disclaimed. You acknowledge and agree that you bear all risks associated with your use of the Information, and Enbridge Gas will in no way be liable to anyone in any manner whatsoever for your use of the Information, including, without limitation, infringement of any third party intellectual property rights.
9. Applicant acknowledges that participation in this Program is limited and is on a first-come, first-served basis. Enbridge Gas has the right to refuse an application or to cancel the Program or any part thereof at any time without notice.
10. The Applicant shall permit Enbridge Gas to identify Applicant's facility as a "Savings By Design Energy Efficiency Program Participant" and to permit Enbridge Gas to identify Applicant in its marketing and communications related to the Program.
11. The Applicant acknowledges that Enbridge Gas shall not be responsible for the Applicant's tax consequences resulting from the payment of any incentive payment.
12. Upon request and with reasonable notice, the Applicant agrees to provide authorized representatives of Enbridge Gas with access to the commercial property and with required information or data relating to the Program for the purposes of the Application and these General Terms and Conditions.
13. **THE APPLICANT BEARS THE ENTIRE RISK OF LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES WHICH IT MAY SUFFER, SUSTAIN OR INCUR AS A RESULT OF PARTICIPATION IN THE PROGRAM. THE APPLICANT ACKNOWLEDGES THAT ENBRIDGE GAS DOES NOT GUARANTEE THAT PARTICIPATION IN THE PROGRAM WILL RESULT IN ANY ENERGY SAVINGS OR QUALIFY FOR AN INCENTIVE PAYMENT. THE APPLICANT SHALL INDEMNIFY AND SAVE HARMLESS ENBRIDGE GAS, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AGAINST ANY CLAIM OR LIABILITY ARISING AS A RESULT OF OR FROM OR BASED ON THE PARTICIPATION IN THIS PROGRAM OR THE VIOLATION OF ANY APPLICABLE LAWS, WHETHER BY THE APPLICANT, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES OR AGENTS.**
14. Enbridge Gas and the Applicant acknowledge and agree that they are independent of one another, and these General Terms and Conditions do not give either of them the right to bind the other to any obligation, or to assume or to incur any obligation on behalf of the other. Nothing in these General Terms and Conditions shall be interpreted so as to make either the Applicant or Enbridge Gas a partner, joint venture, employee, agent or other representative of the other for any purpose.
15. The Application and these General Terms and Conditions shall constitute the entire agreement and understanding between the Applicant and Enbridge Gas and supersedes all previous agreements and understandings between them related to the subject matter hereof. Except as otherwise provided in the Application or these General Terms and Conditions, neither the Applicant or Enbridge Gas is relying on any representation, warranty, conditions, inducement, promise or other assurance (express or implied) which may have been made previously by the other or by anyone else concerning the subject matter hereof. These General Terms and Conditions will be binding upon and ensue to the benefit of the parties, and/or their respective successors and assigns.
16. A minimum threshold of 50,000 sq. ft. or aggregate "same construction" projects built within the program time requirement that equal 50,000 sq. ft. or more. For example, banks, schools and retail buildings. Building(s) must be within the Enbridge Gas service area.
17. If qualifying through the use of multiple "same construction" projects, a minimum of 75 percent of the aggregate projects' square footage must be constructed within the Enbridge Gas service area. Only the percentage of square feet that is constructed within the Enbridge Gas service area is available for the incentive.