

# 2021 Residential Savings by Design Program Application Form



## (For Integrated Design Process and Energy Performance Incentives)

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

Builder/Applicant Information			
Builder Legal Name (incentive cheque will be made out to this name)		Project Lead Contact Name	
Builder Office Address (where cheque will be delivered)		City/Town	Province
Telephone	Email Address		
Project Information (attach a schedule if necessary)			
Project Name			
Project Description		Number of Homes in Project	
Project Address		City/Town	Province
Occupancy Type(s)		Construction End Date	
Architect Contact Information			
Company Name		Contact Name	
Company Address		City/Town	Province
Telephone	Email Address		
Mechanical Engineer Contact Information			
Company Name		Contact Name	
Company Address		City/Town	Province
Telephone	Email Address		
Energy Modeller Contact Information			
Company Name		Contact Name	
Company Address		City/Town	Province
Telephone	Email Address		
Other (General Contractor, Consultant, etc.)			
Company Name		Contact Name	
Company Address		City/Town	Province
Telephone	Email Address		

By signing below, Applicant applies for incentives available under both components of Enbridge Gas' Savings by Design Program (the "Program") namely: i) Integrated Design Process; and ii) Energy Performance Incentives 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 that natural gas will be used as one of the primary fuel sources in order to receive the 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 reasonable costs and expenses incurred by Enbridge Gas which are directly associated with Applicant's enrolment and participation in the Program.

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

Application Date

Applicant Name (please print)

Signature

I have authority to bind Applicant

### For Enbridge Gas use only

This is the first second third time this applicant will have participated in the Savings by Design program.

## General Terms and Conditions – Residential Applications

The following Terms and Conditions apply to Enbridge Gas Inc.'s ("Enbridge Gas") Savings By Design Residential Program (the "Program"). BY SIGNING THIS APPLICATION ON THE REVERSE SIDE, THE APPLICANT AGREES AND 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 two 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. Applicant is responsible for its own costs. This incentive has no cash value.
  - ii) Energy Performance Incentives – Applicant(s) that complete the IDP component of the Program are eligible for the following financial incentives (as applicable):
    - Applicant(s) approved to participate in the Program for the first time are eligible to receive \$2,000 per residential home (up to a maximum of \$100,000 for 50 homes) for each residential home built to exceed the 2017 Ontario Building Code's ("OBC") energy performance requirements by at least 15 percent;
    - Applicant(s) approved to participate in the Program for the second time are eligible to receive \$1,000 per residential home (up to a maximum of \$100,000 for 100 homes) for each residential home built to exceed the 2017 OBC's energy performance requirements by at least 15 percent; or
    - Applicant(s) approved to participate in the Program for the third time are eligible to receive \$500 per residential home (up to a maximum of \$100,000 for 200 homes) for each residential home built to exceed the 2017 OBC's energy performance requirements by at least 15 percent.
2. In order to apply for the Program and be eligible for financial incentives, the Applicant must:
  - a) Be located in the Enbridge Gas Inc. (Operating as Enbridge Gas Distribution) service area; and
  - b) Ensure that the project includes natural gas as one of the primary fuel sources in the final design; and
  - c) Submit a complete and fully signed Application to Enbridge Gas by Dec. 31, 2021; and
  - d) Successfully complete both components of the Program, including designing and constructing residential homes in Enbridge Gas service areas which exceed 15 percent of the 2017 OBC's energy performance requirements by no later than three (3) years from the date of IDP.
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 and participate in the study 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 meet the eligibility criteria or fails to fully participate in the IDP component of the Program including attending all meetings; or b) the Applicant otherwise fails to comply with any of these General Terms and Conditions.
5. Applicant must complete and submit this application and complete the IDP before Dec. 31, 2021. Enbridge Gas reserves the right to accept or reject any application in its sole discretion.
6. Once a residential home is constructed and provided the property exceeds 15 percent of the 2017 OBC's energy performance requirements 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 an incentive payment (described above) for each eligible residential home completed and ready for occupancy within three (3) years from the IDP Date. For greater certainty, in no event will Enbridge Gas pay an incentive for residential homes completed after Dec. 31, 2024.
7. 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 to Applicant 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. Applicant acknowledges and agrees that the Information is provided on an "as is" basis, and all representations, warranties, and conditions, whether express or implied, with regard to the Information are hereby expressly disclaimed. Applicant hereby acknowledges and agrees that it bears all risks associated with its use of the Information, and Enbridge Gas will in no way be liable to anyone in any manner whatsoever for Applicant's use of the Information, including, without limitation, infringement of any third-party intellectual property rights.
8. 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 or change the Program or any part thereof at any time without notice.
  9. 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.
  10. Upon request and with reasonable notice, the Applicant agrees to provide authorized representatives of Enbridge Gas with access to the residential properties and with required information or data relating to the Program for the purposes of the Application and these General Terms and Conditions.
  11. The Applicant acknowledges that Enbridge shall not be responsible for the Applicant's tax consequences resulting from the payment of any incentive payment. HST is not applicable and will not be added to incentive payments.
  12. THE APPLICANT BEARS THE ENTIRE RISK OF LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES WHICH IT MAY SUFFER, SUSTAIN OR INCUR AS A RESULT OF ENROLLMENT OR 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 APPLICANT'S PARTICIPATION IN THIS PROGRAM OR THE VIOLATION OF ANY APPLICABLE LAWS, WHETHER BY THE APPLICANT, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES OR AGENTS.
  13. 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.
  14. 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.