



PROJECT APPLICATION

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

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 Veridian Connections review of selected energy efficiency measures (custom and prescriptive equipment) prior to purchase or installation. Incentive payments will be made pending satisfactory installation of the pre-approved equipment and inspection by Veridian Connections.
- Payment** – Request Veridian Connections 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 Veridian Connections.

<p>1. Applicant Information (required): (Incentive payment will be made to Applicant ONLY)</p> <p>Legal Name of Applicant: _____</p> <p>Address 1: _____</p> <p>Address 2: _____</p> <p>City: _____ Prov. _____ Postal Code _____</p> <p>Veridian Connections Acc't # _____</p> <p>Contact Name and Title: _____</p> <p>Day Phone: (_____) _____ Fax: (_____) _____</p> <p>E-Mail: _____</p> <p>Check one: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant/Leaseholder</p>			
<p>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.)</p> <p>Name and Title of Contact: _____</p> <p>Address 1: _____</p> <p>Address 2 : _____</p> <p>City: _____ Prov. _____ Postal Code _____</p> <p>Day Phone: (_____) _____ Fax: (_____) _____</p> <p>E-Mail: _____</p>			
<p>3. Building(s) Where Equipment is to be installed (required) (If multiple facilities are involved, attach details for each)</p> <p>Building Name: _____</p> <p>Address 1: _____</p> <p>Address 2: _____</p> <p>City: _____ Prov. _____ Postal Code _____</p> <p>Veridian Connections Acc't #: _____</p>			
<p>4. Building or Property Type (required):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Hospitality (accommodation and food services) <input type="checkbox"/> Multi-residential <input type="checkbox"/> Warehouse <input type="checkbox"/> Multi-use (check all primary uses) <input type="checkbox"/> Other commercial (_____) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Hospital <input type="checkbox"/> Educational <input type="checkbox"/> Other institutional (_____) <input type="checkbox"/> Industrial <input type="checkbox"/> Primary industry (_____) <input type="checkbox"/> Other (_____) </td> </tr> </table>		<input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Hospitality (accommodation and food services) <input type="checkbox"/> Multi-residential <input type="checkbox"/> Warehouse <input type="checkbox"/> Multi-use (check all primary uses) <input type="checkbox"/> Other commercial (_____)	<input type="checkbox"/> Hospital <input type="checkbox"/> Educational <input type="checkbox"/> Other institutional (_____) <input type="checkbox"/> Industrial <input type="checkbox"/> Primary industry (_____) <input type="checkbox"/> Other (_____)
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<p>5. Which of the following best describes this project? (required):</p> <p><input type="checkbox"/> Planned Replacement</p> <p><input type="checkbox"/> Unexpected Replacement</p> <p><input type="checkbox"/> New equipment for new process or expansion of operations</p>	<p>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.)</p> <p><input type="checkbox"/> Custom Project</p> <p><input type="checkbox"/> Lighting</p> <p><input type="checkbox"/> Unitary A/C</p> <p><input type="checkbox"/> Transformers</p> <p><input type="checkbox"/> Motors</p>
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7. Project Timeline

Project Start Date: _____

Project Completion Date: _____

8. Have you received any other financial incentive(s) for this project through Veridian Connections or any other public program? (required):

No

Yes

If yes, please provide name of funding agency, name of program, amount of funding: _____

9. Applicant's Certification Statement (required):

I, the Applicant, certify that:

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

Applicant/Company Name: _____

Authorized Signature: _____ Date: _____

I have authority to bind the Applicant

Print Name & Title: _____

For Veridian Connections Use Only		Application Number: _____
10. Project Management	<u>APPLICATION APPROVAL</u>	<u>INCENTIVE RELEASE APPROVAL</u>
	Approved Incentive Amount: \$ _____ Projected Completion Date: _____ Technical Review: _____ Date: _____ Energy Conservation Manager Approval: _____ Date: _____	Payment Amount: \$ _____ Is Construction Completion Date Past: Yes / No Technical Review: _____ Date: _____ Energy Conservation Manager: _____ Date: _____
11. Finance		Finance Acknowledgement: _____ Date: _____

Incentive Payment Agreement (the "Agreement")

The Applicant has applied for financial assistance ("the Incentive"), pursuant to this Application under the Veridian Connections powerWISE Business Incentive Program.

- 1.0 INCENTIVE: Veridian Connections 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 7.
 - 1.2 That the Applicant provides Veridian Connections with evidence of implementation and verification of costs, in the form of accounting records, contractor invoices and visual inspection by Veridian Connections or its Agent, and any other evidence as Veridian Connections may require. The evidence must be provided before the Incentive will be released.
 - 1.3 Veridian Connections will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to paragraph 1.2.
- 2.0 AMOUNT AND FORM OF INCENTIVE: Veridian Connections 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 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 Veridian Connections makes the Incentive payment.
- 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 Veridian Connections pursuant to Sections 5.0 below.
 - 4.2 If the Project requires modifications during the Period the Applicant will notify Veridian Connections forthwith in writing and will request Veridian Connections' written consent prior to carrying out any such modification. Veridian Connections 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 Veridian Connections will constitute a default of this Agreement, in which case Veridian Connections 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 Veridian Connections 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:
$$\frac{\text{Incentive} \times \text{Time Still Outstanding (in months)}}{36 \text{ Months}}$$
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: Veridian Connections shall will have the right to publicize the features or equipment described in the Application to other Applicants and will refer any interested party to the owner of the Project unless the owner of the Project requests that the information remain confidential. The provisions of this Section 6.0 will survive the termination of this Agreement.
- 7.0 REPRESENTATIONS AND WARRANTIES: The Applicant warrants that all information contained in the Application is true and correct.
- 8.0 LIABILITY AND INDEMNITY:
 - 8.1 Subject to the provisions of Section 6.0, Veridian Connections shall have no right, title or interest in any Project or Project features purchased, implemented, installed or acquired by or for the Applicant pursuant to this Agreement.
 - 8.2 Notwithstanding the fact that Veridian Connections may have reviewed the information contained in the Application for the purpose of assessing the possible reduction of Veridian Connection's energy and peak load as a result of implementing the Project, it is understood and agreed that Veridian Connections, not being a contractor, system designer or manufacturer of any of the features incorporated in the Project, makes no representation or warranty, expressed or implied including, but not restricted to, implied warranties or 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 law, rule, specifications or contract.
 - 8.3 The Applicant does hereby indemnify and save harmless Veridian Connections, its directors, servants, agents and employees from all liability and all damages, including consequential damages, 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: Veridian Connections 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 Veridian Connections and of the Applicant and their respective successors and assignees provided that the Applicant will not be entitled to assign its entire interest in the Agreement or any portion thereof without the prior written consent of Veridian Connections.
- 12.0 AMENDMENTS: Veridian Connections 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 an Event of Default or as otherwise determined by Veridian Connections 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 verbal. 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.