

Program Name: saveONenergy Energy Manager Program

1. Program Description

Energy Managers help commercial, institutional and industrial Distribution Customers develop energy management plans, implement conservation measures, and participate in other energy efficiency programs, all in order to achieve an Annual Savings Target, at a minimum.

The Energy Manager Program provides rules for LDCs to provide funding to Distribution Customers to engage full-time Energy Managers embedded in the Facilities of Distribution Customers, Portfolios or Associations within individual or collaborating LDC service territories.

Where there is more than one LDC working collaboratively, a sole LDC will be designated as the lead LDC for administering the Participant Agreement with the Participant for the Program. Cost sharing will be prorated across participating LDCs equal to the portion of gross verified electricity savings achieved and claimed in the respective LDC territory.

The Participants under this Energy Manager Program are only those commercial, institutional, and industrial Distribution Customers that receive a Participant Incentive for an Energy Manager, as funded from LDC budgets pursuant to the Energy Conservation Agreement.

This Program is offered under, and is subject to the terms of, the Energy Conservation Agreement.

All capitalized terms not defined in these Energy Manager Program Rules have the definitions given to them in the Energy Conservation Agreement between the LDC and the IESO.

2. Program Offer / Participant Incentives

2.1 Standard (Provincially Consistent) Incentives

The Participant Incentive is based on an annual electricity savings target established between the LDC and the Participant and as specified in the Participant Agreement. The Standard Incentive is provided by the LDC under only one of the following optional methods at the LDC's discretion.

2.1.1 Salary Based Incentive

The Salary Based Participant Incentive amount is equal to 80% of the Energy Manager's eligible costs as set out in Section 3.4 to a maximum of \$80,000.00 per 12 month period. The minimum annual electricity savings ("**Annual Savings Target**") required in order to be eligible for the Salary Based Incentive is 2000 MWh. The achievement of the Annual Savings Target is measured based on gross verified savings as verified by the Technical Reviewer and based on projects placed into service in the contract year, and of which at least 10% of the Annual Savings

Target must be attributable to new projects not receiving any incentives from the IESO or an LDC or the Province of Ontario or the Government of Canada.

2.1.2 Performance Based Incentive

The Performance Based Participant Incentive amount is \$40 per MWh of delivered electricity savings to a maximum incentive of \$150,000 (CAD) per 12-month period. The minimum electricity savings (“**Annual Savings Target**”) required to be eligible for the Performance Based Incentive is 1000 MWh annually. The achievement of the Annual Savings Target is measured based on gross verified savings as verified by the Technical Reviewer and based on projects placed into service in the contract year, and of which at least 10% of the Annual Savings Target must be attributable to new projects not receiving any incentives from the IESO or the LDC or the Province of Ontario or the Government of Canada.

Where a Participant fails to achieve their Annual Savings Target in any given year, the LDC shall have full discretion not to extend the Participant Agreement for a subsequent year, terminate a multi-year contract, or to revise the Annual Savings Target specified in the Participant Agreement.

2.1.3 Transition between Incentives

The Salary Based Incentive option is a lower risk alternative available to risk averse Participants, or potentially those new to the EM Program. The Performance Based Incentive option is more advantageous for both the LDC and the Participant and is therefore deemed to be preferable. As a result Participants enrolled under the Performance Based Incentive option are not able to transfer to the Salary Based Incentive option.

Participants in the Salary Based Incentive option are able to transition to the Performance Based Incentive option at the end of the term of their Participant Agreement. Participants transferring to the Performance Based Incentive option will be required to achieve any Shortfall Amount associated with their Participant Agreement and no Performance Based Incentive will be paid for such Shortfall Amount. Any Excess Amount will not be carried forward to the Performance Based Incentive option.

2.2 Exceptions

None applicable.

3. Program Eligibility Criteria

3.1 Participant Eligibility

The Participant must meet the following eligibility criteria:

- (a) Be a Distribution Customer of the LDC or a Portfolio comprised of two or more collaborating Distribution Customers or an Association representing multiple Distribution Customers;
- (b) Be a commercial, institutional, or industrial Distribution Customer;
- (c) Not be insolvent;
- (d) Demonstrate to the LDC(s) satisfaction the potential to reach the associated Annual Savings Target; and
- (e) Agree to the Release and Waiver.

Portfolios and Associations must each provide a single contracting entity for the Participant Agreement.

For clarity, a Portfolio shall be a group of two or more Distribution Customers within a specific industry, sector or region that is represented by one of such customers as designated by the group, responsible for ensuring fulfilment of Participant Agreement terms. An Association shall be a separate entity representing a group of Distribution Customers within a specific industry or sector to provide services and support to its members, responsible for ensuring fulfilment of Participant Agreement terms.

3.2 Facility Eligibility

The Facility must be connected to the Distribution System.

3.3 Project and Measures Eligibility

Progress to the Energy Manager's Annual Savings Target will be assessed based on savings arising from projects implemented by the Energy Manager as reported in the Energy Manager's Quarterly Reports and (a) submitted to a saveONenergy Program; and (b) non-incented savings which must make up a minimum of 10% of the Annual Savings Target. For the purposes of (b) (non-incented savings), projects where either: (a) savings were already counted under another Program; or (b) any part thereof receives an incentive from the IESO, the Province of Ontario, or the Government of Canada, are not eligible to count towards the 10% of non-incented savings.

3.4 Eligible Costs

The following costs in respect of an Energy Manager are eligible for Participant reimbursement by the LDC under the Salary Based Incentive option:

- (a) salary, wages and benefits, contributions, assessments, and taxes;
- (b) training (not otherwise funded by the IESO); and

- (c) tools and/or equipment required in the course of the Energy Manager's daily activities to identify opportunities and/or measure and verify savings.

For clarity Energy Manager actual salary and other items have no impact on the Performance Based Incentive option.

4. Participant Agreement

The Participant Agreement will include the terms and conditions specified in the Energy Conservation Agreement. In addition, it must include the following obligations:

- (a) The Participant Agreement will state the Annual Savings Target or Adjusted Annual Savings Target and total annual maximum Participant Incentive amount that the LDC has approved for the Participant. The LDC will pay the Participant Incentive as follows:
 - (i) 50% of the approved annual maximum incentive amount for the contract year, to a maximum of \$50,000, will be paid within 60 days of the later of the LDC's acceptance of the Participant Agreement or Participant Agreement renewal, and the confirmed start date of the Participant's Energy Manager;
 - (ii) the balance will be paid within 60 days after the anniversary of the Energy Manager start date, based on the lesser of the approved annual maximum incentive amount and the limits set out in Section 2.1. with no claw back of the original 50% provided under section 4 (a)(i) for failure to achieve the Annual Savings Target or the Adjusted Annual Savings Target.
- (b) The Participant must ensure that the Energy Manager is a Certified Engineering Technician, Certified Engineering Technologist, Certified Energy Manager (CEM), Energy Manager In Training (EMIT), or a licensed professional engineer in the province of Ontario, with a strong background in energy management. Other appropriate qualifications may be acceptable at the LDC's discretion. The Participant shall ensure that the EM successfully completes the CEM examination by the end of the EM's first year unless already a Certified Energy Manager.
- (c) The Participant must employ or contract an Energy Manager on a full time basis, or contract an external 3rd party to provide an Energy Manager on a full time basis. In either case the EM will be located at the participating site, for a minimum term of 12 months as though they were an actual employee of the Participant.
- (d) The agreement between the Participant, as employer or contractor, and the Energy Manager, as employee, or the agreement between the Participant and the external 3rd party employing the Energy Manager, will contain, at a minimum, the Energy

Manager Duties and that the Participant will respect the terms and conditions of such agreement.

- (e) If the Energy Manager is a current employee of the Participant, the Participant will provide the LDC with a written confirmation that the Energy Manager's previous role has been filled by another employee.
- (f) The Participant will provide suitable operational support and work supplies to the Energy Manager to allow the Energy Manager to perform their duties under the agreement.
- (g) The Participant will achieve the Annual Savings Target or Adjusted Annual Savings Target, within 12 months after the Energy Manager's start date or the anniversary thereof, if applicable, as evidenced by projects in service.
- (h) The Participant will participate in up to four workshops, seminars, and/or training programs per year designed to aid in the identification and/or implementation of measures enabling the Energy Manager to achieve their Annual Savings Target, as offered or required by the LDC or IESO and the Participant is to ensure that the Energy Manager attends such programs.
- (i) LDC's will enter into a Participant Agreement for a single year, or a multi-year agreement with the Participant at the LDCs discretion, the term of which will not extend past December 31, 2020. The term of multi-year Participant Agreements may be specified at the LDCs discretion to allow for partial years. The term of the Participant Agreement will be for a minimum of one year with the option of renewal terms at LDC discretion and terminate on the earlier of:
 - (i) December 31, 2020;
 - (ii) the last day the LDC makes the Energy Manager Program available; or
 - (iii) the Participant Agreement termination date;unless otherwise terminated by the LDC or Participant.
- (j) The Participant Agreement may be terminated by the LDC where:
 - (i) the Participant fails to have an Energy Manager in place;
 - (ii) the Participant fails to observe or perform any obligation required to be observed or performed under the Participant Agreement and such failure continues for a period of thirty calendar days after delivery of written notice by the LDC to cure such failure; or
 - (iii) the Participant becomes or is declared insolvent.

- (k) The Participant Agreement will include any other provision required to give effect to these Program Rules.
- (l) The Participant Agreement will require the Participant to disclaim any relationship with the IESO or its successors (i.e. to acknowledge that it is not being employed or retained by the IESO and that it will have no claims against the IESO or its successors in respect of its employment or engagement by the LDC, as applicable).
- (m) The Participant shall be responsible to ensure that the following information is collected and maintained by the Energy Manager:
 - (i) the number, supporting documentation and specific details of saveONenergy applications by type (preliminary engineering study and detailed engineering study, project incentive, demand response, retrofit, audit, etc.) submitted by the Participant;
 - (ii) the number, supporting documentation and specific detail of electricity reduction projects to be claimed toward non-incented savings for which saveONenergy applications will not be submitted by the Participant; and
 - (iii) the supporting documentation and specific detail of training programs attended by the Energy Manager.
- (n) The Participant will cause the Energy Manager to deliver the following documents to the LDC each quarter:
 - (i) the information described in section 4(m) upon request;
 - (ii) An annual Energy Management Plan in a form to be provided which explains how the Annual Savings Target will be achieved; and
 - (iii) Quarterly Reports in a form to be provided, to be delivered within 30 days of the end of each quarter.
- (o) Any other provision required to give effect to these Energy Manager Program Rules.

5. QA/QC and Project M&V – Minimum Requirements

The Technical Reviewer will review the Energy Manager's performance each quarter based on Quarterly Reports provided as described in 4(n) and provide the LDC with a written Quarterly Report Review.

The Technical Reviewer will review the Energy Manager's performance annually for the previous 12 month period and provide the LDC with a written Annual Review Report for the period to calculate:

(a) Performance Based Incentive

The gross verified electricity savings will be calculated as the savings that the Energy Manager has implemented in the other saveONenergy Programs plus any savings arising from other non-incented projects. Such non-incented savings must be a minimum of 10% of the Annual Savings Target.

(b) Salary Based Incentive

- (i) whether the Energy Manager is on track to or has achieved the Annual Savings Target and whether the Energy Manager is likely to achieve the Annual Savings Target in the subsequent 12-month period;
- (ii) the Shortfall Amount and Excess Amount for the previous 12 month period, and , if necessary, recommend an adjustment to the Annual Saving Target to be achieved by the Energy Manager for the subsequent 12 month period;
- (iii) if there was a Shortfall Amount for the previous 12 month period, recommend the Shortfall Amount be added to the Annual Savings Target, and the Energy Manager will be required to achieve the adjusted Annual Savings Target in the subsequent 12 month period;
- (iv) if there was an Excess Amount for the previous 12 month period, such Excess Amount can be applied to reduce any Shortfall Amount that is accrued in the subsequent terms.

Participants transferring to the Performance Based option will not carry forward any Excess Amounts in the subsequent year. Shortfall Amounts will be carried forward and added to the Performance Based target and the previous Shortfall Amount will not be eligible for performance incentive payment.

The LDC will adjust the Annual Savings Target in the Participant Agreement to reflect the Technical Reviewer's recommendations.

6. Minimum Record-Keeping Requirements

In addition to the requirements of the Energy Conservation Agreement, the LDC will retain the following records:

- (a) Any information collected and maintained by the Energy Manager under Section 4(m);

- (b) Energy Management Plans;
- (c) Reports provided by the Technical Reviewer in assessing the Energy Manager's performance as further described under Section 5; and
- (d) Quarterly Reports.

7. Additional LDC Responsibilities

The LDC will:

- (a) Provide to the Technical Reviewer details about Energy Managers employed or engaged, including but not limited to, Energy Manager employment or engagement start dates and Annual Savings Targets;
- (b) Arrange for appropriate communication between the Technical Reviewer and each Participant;
- (c) Not enter into a Participant Agreement if the LDC believes that the Participant does not have the potential to deliver at a minimum the Annual Savings Target;
- (d) Review and approve the Energy Management Plan or, if the LDC has not approved the Energy Management Plan, notify the Participant of the deficiencies;
- (e) Review and approve each Quarterly Report submitted by a Participant. If the LDC has not approved a Quarterly Report, notify the Participant of the deficiencies;
- (f) Will deliver the following documents to the Technical Reviewer:
 - (i) Energy Management Plan which explains how the Annual Savings Target will be achieved;
 - (ii) Quarterly Reports, to be delivered within 30 days of the end of each quarter commencing at the end of the first quarter of the Energy Manager's start date or anniversary thereof; and
 - (iii) other necessary information to the Technical Reviewer within 30 days after the end of each 12-month period in order to enable the Technical Reviewer to assess the Energy Manager's performance.
- (g) In cases where the Participant is identified as a Portfolio or Association, a single LDC ("Lead LDC") shall act as the main point of contact for the Participant responsible for the management of the Participant Agreement. Furthermore, the Lead LDC shall be responsible for communicating with all relevant LDC's affected by the Portfolio or Association for the purposes of approving the

application and ensuring equitable payment of incentive funding for the Energy Manager Initiative.

- (h) The LDC may terminate the funding commitment or withhold funding for an Energy Manager where any of the following events occurs:
 - (i) The Participant fails to have an Energy Manager in place
 - (ii) The Energy Manager fails to meet its obligations under the Participant Agreement;
 - (iii) The Participant fails or ceases to satisfy any other Eligibility Criteria set out in these Energy Manager Program Rule or in the Participant Agreement, as applicable; or
 - (iv) Energy Manager participating under the Salary Based Incentive option failed to meet a minimum of 80% of the Annual Savings Target or Adjusted Annual Savings Target.

8. Program Specific Definitions

The following terms have the meaning stated below when used in these Energy Manager Program Rules:

“Adjusted Annual Savings Target” an adjusted Annual Saving Target to be achieved by the Energy Manager for the subsequent 12 month period based on the Shortfall Amount or Excess Amount for the previous 12 month period, as recommended by the Technical Reviewer.

“Annual Review Report” a reporting document completed at the end of each contract year by the Technical Reviewer to convey their assessment of an Energy Manager’s performance against their Annual Savings Target.

“Annual Savings Target” has the meaning given to it in Section 2.1.1 or 2.1.2, as applicable.

“Association” means a representative organization providing membership-based services and support to multiple Distribution Customers, which may span more than one LDC territory, within a specific industry or sector or region.

“Association of Energy Engineers” means the non-profit professional society that offers energy certification programs.

“Certified Engineering Technician” means an individual certified as a C.Tech. (Certified Technician) by OACETT.

“Certified Engineering Technologist” means an individual certified as a C.E.T. (Certified Engineering Technologist) by OACETT.

“**Certified Energy Manager**” means an individual certified as a Certified Energy Manager by the Association of Energy Engineers.

“**Distribution Customer**” means an electricity consumer, whether or not a customer of the LDC, that is directly connected to, or behind the meter of another electricity consumer connected to, the LDC’s Distribution System and is in the LDC’s service area.

“**Distribution System**” means a system connected to the IESO-Controlled Grid for distributing electricity at voltages of 50 kV or less and includes any structures, equipment or other thing used for that purpose.

“**Eligible Costs**” means those costs that satisfy the requirements of Section 3.4.

“**Energy Management Plan**” means a document to be completed by a Participant describing the activities and plans required to reduce energy consumption, including electricity consumption, in such Participant’s Facilities and detailing how the Participant is demonstrating leadership in the area of energy conservation by, among other things, developing conservation policies and establishing employee, community and peer-to-peer awareness programs.

“**Energy Manager**” or “**EM**” means an energy manager employed or engaged by a Participant whose primary responsibility is to propose and lead methodologies and processes to reduce electricity consumption in a Facility, or the Facilities of members of that Participant’s Association or Portfolio.

“**Energy Manager Duties**” means the minimum duties of the Energy Manager, substantially in the form made available in Appendix 1 to these Energy Manager Program Rules.

“**Energy Manager In Training**” means an individual that has successfully completed the course leading to certification as a Certified Energy Manager by the Association of Energy Engineers but has not yet accumulated the credentials necessary for certification.

“**Excess Amount**” means the amount of MWh savings that were achieved by an Energy Manager participating under the Salary Based Incentive option in excess of the Annual Savings Target, as determined annually by the Technical Reviewer.

“**Facility**” means the buildings, premises or lands, or part thereof, owned or occupied by a Participant and in respect of which such Participant is participating, in this Energy Manager Program.

“**IESO**” is the Independent Electricity System Operator in the province of Ontario.

“**IESO-Controlled Grid**” has the meaning given to it in the IESO Market Rules.

“**IESO Market Rules**” means the rules made under section 32 of the *Electricity Act, 1998* (Ontario), together with all market manuals, policies, and guidelines issued by the IESO or its successor.

“Lead LDC” means the LDC designated by a group of LDCs affected by participating Portfolio(s) or Association(s) that is responsible for management of the Participant Agreement, communications and payment and reporting logistics amongst affected LDCs.

“Ontario Association of Certified Engineering Technicians and Technologists” or **“OACETT”** means the non-profit, self-governing, professional association that certifies engineering and applied science technicians and technologists in Ontario.

“Portfolio” means a group of collaborating Distribution Customers within a specific industry, sector or region that may span more than one LDC territory.

“Quarterly Reports” means the report of energy management activities of a Participant completed by an Energy Manager responsible for providing services to such Participant, on a quarterly basis substantially in the form made available by the Technical Reviewer from time to time.

“Quarterly Report Review” a reporting document prepared at the end of each contract year quarter by the Technical Reviewer to convey their assessment of an Energy Manager’s performance against their Annual Savings Target or Adjusted Annual Savings Target based on Quarterly Reports provided by the Energy Manager.

“Release and Waiver” means the waiver attached in the form of Appendix 2.

“Shortfall Amount” means the amount of the Annual Savings Target or Adjusted Annual Savings Target that was not achieved by an Energy Manager participating under the Salary Based Incentive option in as determined annually by the Technical Reviewer.

“Technical Reviewer” means a person retained by the IESO having on its staff individuals who have professional experience and qualifications as approved by the IESO.

9. Pay for Performance

The pay-for-performance rate for this Energy Manager Program is \$0.

Program Rules Appendix 1 –Energy Manager Duties

1. Energy tracking & monitoring – provide a database and an energy tracking and monitoring system for each facility /process that captures current monthly energy consumption and an electrical load inventory of major equipment. The Energy Manager will develop and deliver training to the Participant’s staff on the energy tracking and monitoring system.
2. Primary assessment – Review existing energy study reports and perform a high-level assessment, including a walk through audit of each major process area of each site, to identify energy saving opportunities and to identify which systems will require more detailed evaluations.
3. Maintenance and operating schedules – Review and provide a description of the control systems, operating schedules, and maintenance practices at each facility / process to identify operational savings. Develop maintenance practices and programs to enhance energy efficiency. Examples would include: reprogramming controls to shutdown equipment and lighting when not required, developing a checklist to ensure that all shutdown procedures are properly implemented and followed.
4. Energy saving opportunities & action plan – Identify, assess, prioritize and recommend to senior management energy-saving opportunity projects including both capital improvement projects and operational and maintenance changes. This will include the preparation of business cases to justify capital expenditures and the completion of applications to save ONenergy programs and to other programs to maximize funding available for energy-saving projects.
5. Project implementation & electrical energy savings – Coordinate the implementation of energy saving projects, including the planning, budgeting, and scheduling for the design, installation, commissioning, and verification of energy efficiency projects. It is expected that a project manager (not the Energy Manager) would be assigned for large capital projects, which are projects costing more than \$X.
6. Measurement & verification strategy – Work with the Participant to develop a strategy for the measurement & verification of energy-saving projects at a corporate level (i.e. not involved at project level).
7. Energy management behavior and business process improvements – work to create and foster a sustainable energy management culture at the Participant’s facilities and provide an avenue for employees to recognize and report issues and ideas regarding energy conservation and efficiency.
8. Employee awareness program – Implement an employee training and awareness program to promote energy conservation and communicate the energy efficiency programs undertaken.
9. Assistance to LDC projects – Coordinate and assist with site inspections by the LDC/IESO or its successors from time to time of the various measures implemented at the sole discretion of the IESO or its successors or LDC, as the case may be. Collect relevant information

regarding additional electrical energy use (equipment purchases, schedule changes, occupancy changes or construction).

10. Reporting – Complete Quarterly Reports and annual Energy Management Plan.

Program Rules Appendix 2 –Release and Waiver

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, for itself and its successors and assigns:

- A. releases and forever discharges each of [NAME OF LDC] (“LDC”), the Independent Electricity System Operator (“IESO”) and their respective representatives, affiliates, third party service providers and agents (collectively, the “Program Operators”) and all of the respective past, present and future officers, directors, employees, owners, shareholders, agents, successors and assigns of the Program Operators (collectively, the “Representatives”) (the Program Operators and the Representatives hereinafter collectively referred to as “Releasees”) from any and all actions, causes of action, suits, complaints, disputes, debts, liabilities, obligations, damages, legal fees, costs, disbursements, expenses, claims and demands of every nature or kind whatsoever and howsoever arising, at law or in equity, or under any statute, including without limitation, claims for property damage, business interruption and personal injury of the undersigned’s employees, officers, directors or licencees, which it can, will or may have by reason of any matter, cause or thing arising as a result of, in relation to or in connection with the attendance on one or more occasions by one or more of the employees, officers, directors, representatives, third party service providers or agents of any or all of the Program Operators (collectively, “Persons”) at any and all facilities owned or occupied by the undersigned in connection with, arising out of or relating to the initiatives funded by the IESO for electricity conservation and demand management and directed at one of the commercial and institutional, industrial, low-income or residential electricity consumer groups (collectively referred to as the “CDM Program”), other than in the case of the gross negligence or willful misconduct of such Persons during such attendances;
- B. agrees that the undersigned will not make any claim or take any proceedings against any other person or entity with respect to any matter released and discharged in Section 1 above which may result in any claim arising against any of the Releasees for contribution or indemnity or other relief;
- C. without limiting the foregoing, the undersigned acknowledges, agrees and consents that by submitting an application (“Application”) to participate in a CDM Program or any initiative thereof, whether or not its Application is ultimately accepted:
- (a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators, including all reports, data, personal information, records showing historical energy use and consumption, and other information of the undersigned or its subcontractors or representatives (collectively, the “Applicant Information”) by the Program Operators for purposes relating to the operation, administration or assessment of the CDM Program, any initiative thereof or the Application, and in connection with any reporting activities relating to the CDM Program, which shall include, without limitation: (i) sharing of Applicant Information among the Program Operators; (ii) use by the Program Operators of the Applicant Information provided by the Participant to process any of the undersigned’s Applications and to conduct, analyze and report on the results of surveys and modify the CDM Program based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Independent Electricity System Operator, the Ontario Ministry of Energy or the Ontario Environmental Commissioner or their respective successors;
 - (b) it hereby consents to the disclosure by the IESO to the LDC of information regarding the Participant’s past participation in other IESO funded conservation and demand management programs for the purpose of processing the Participant’s Application; and
 - (c) this Release and Waiver and all Applicant Information, in the possession or control of the LDC and/or the IESO are subject to applicable laws that include the access provisions of the Municipal Freedom of Information and Protection of Privacy Act (Ontario) (“MFIPPA”) or the Freedom of Information and Protection of Privacy Act (Ontario) (“FIPPA”), as the case may be, and that as a result, third parties may obtain access to the Applicant Information;
- D. the foregoing Release and Waiver and Consent will continue in full force and effect for the benefit of the Releasees and will apply to each Application submitted by the undersigned to the LDC and to the extent of any conflict between this Release and Waiver and the terms of any agreement or other document entered into by the undersigned and one or more of the Program Operators pursuant to or in connection with the CDM Program or any part thereof, or any initiative under any CDM Program, the terms of this Release and Waiver and Consent will prevail; and

E. this Release and Waiver and Consent will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has executed this Release and Waiver and Consent by its duly authorized representative(s) as of the date below written.

Dated: **[DATE]** _____

[LEGAL NAME OF PERSON MAKING APPLICATION]

Name:
Title:

Name:
Title:

[I/We] have the authority to bind the corporation.