

# 2019 Savings by Design Program Application Form

## Affordable Housing



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

### BUILDER/APPLICANT INFORMATION

Name		Contact Name	
Address		City/Town	Province/Territory
		Postal Code	
Telephone	Email Address		

### PUBLIC FUNDING ASSISTANCE ELIGIBILITY DECLARATION

On behalf of the housing provider specified above, I declare that the housing provider has been recognized as a builder or provider of affordable housing by a municipal, provincial, and/or federal body, by virtue of receiving financial assistance, in the present or at any time in the past, from one or more of the following municipal, provincial, and/or federal program(s):

- Investment in Affordable Housing (IAH), administered by the Federal and Provincial Governments
- Social Infrastructure Fund (SIF), administered by the Federal and Provincial Governments
- Home for Good, administered by the Provincial Government
- Other (Please specify the funding program): \_\_\_\_\_  
As administered by (Specify municipal, provincial, and/or federal body administering program): \_\_\_\_\_

Additional optional declaration:

- The above housing provider is a member of the Ontario Non-Profit Housing Association (ONPHA) (ONPHA membership declaration is optional.)

### PROJECT INFORMATION (attach a schedule if necessary)

Project Name	Number of Units	Number of Stories	Gross Floor Space ft <sup>2</sup>
Building Type <input type="radio"/> Multi-residential <input type="radio"/> Single Family	Building Description		
Project Address	City/Town	Province/Territory	Postal Code
Occupancy Type(s)	Projected Construction Start Date	Projected Construction End Date	

### ARCHITECT CONTACT INFORMATION

Company Name	Contact Name		
Company Address	City/Town	Province/Territory	Postal Code
Telephone	Email Address		

### ENERGY MODELLER CONTACT INFORMATION

Company Name	Contact Name		
Company Address	City/Town	Province/Territory	Postal Code
Telephone	Email Address		

### OTHER (Project Coordinator, Consultant, Mechanical Engineer, etc.)

Company Name	Contact Name		
Company Address	City/Town	Province/Territory	Postal Code
Telephone	Email Address		

By signing below, Applicant applies for incentives available for all components of Enbridge’s Savings by Design Affordable Housing Program (the “Program”) 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 i) meets Enbridge’s eligibility criteria for public funding assistance, and ii) intends to fully participate in the Program. Applicant acknowledges that any financial incentives are conditional upon its successful completion of the Program and compliance with all applicable terms and conditions. Applicant also acknowledges that Natural Gas will be used as one of the primary fuel sources in order to receive the program incentives. Applicant further acknowledges that its participation in the Program represents a substantial financial commitment on the part of Enbridge and Applicant 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 for all costs incurred by Enbridge which are directly associated with Applicant’s participation in the Program.

Application Date

Applicant Name (please print)

Signature (I have authority to bind Applicant)

## TERMS AND CONDITIONS: SAVINGS BY DESIGN AFFORDABLE HOUSING PROGRAM

The following Terms and Conditions apply to Enbridge Gas Inc.'s, operating as Enbridge Gas Distribution ("Enbridge") Savings by Design Affordable Housing 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 multi-residential buildings (Part 3 as defined by the Ontario Building Code) program consists of four (4) components:
    - i. **Visioning Session** The Applicant will provide copies of its design plans including mechanical, electrical and lighting drawings and specifications, if available, to Enbridge and its consultants for review and analysis.
    - ii. **Integrated Design Process (IDP) Workshop** The IDP Workshop is a building design team meeting to identify the optimal mix of design elements and technologies to maximize energy efficiency for a Part 3 (as defined by the Ontario Building Code) multi-residential building. Enbridge will cover the majority of third party costs associated with the IDP Workshop. In exchange for its participation and to offset the cost of incremental professional consulting fees, the Applicant is eligible to receive a Technical Assistance Incentive of **\$7,500**.
    - iii. **Energy Performance Incentive (EPI)** Depending on the number of units and the achieved energy performance of the Part 3 multi-residential building once constructed, the Applicant is eligible to receive an Energy Performance Incentive of **up to a maximum of \$120,000**.
 

Exceeds 2017 Ontario Building Code Energy Efficiency Requirements by x:	Incentive:
7% ≤ x ≤ 12%	\$750/unit
12% < x ≤ 17%	\$850/unit
x > 17%	\$1,000/unit
    - iii. **Commissioning** A building Commissioning Incentive of up to \$15,000 is available to Program participants who meet and complete the above three requirements and who submit their final "as-built" energy model together with the final commissioning report to Enbridge.
- The single family housing (Part 9 as defined by the Ontario Building Code) Program consists of three (3) components:
- i. **Visioning Session** The Applicant will provide copies of its design plans including mechanical, electrical and lighting drawings and specifications, if available, to Enbridge and its consultants for review and analysis.
  - ii. **Integrated Design Process (IDP) Workshop** The IDP Workshop is a building design team meeting to identify the optimal mix of design elements and technologies to maximize energy efficiency. Enbridge will cover the majority of third party costs associated with the IDP Workshop. In exchange for its participation and to offset the cost of incremental professional consulting fees, the Applicant is eligible to receive a Technical Assistance Incentive of up to \$7,500.
  - iii. **Energy Performance Incentive (EPI)** At building completion, a one-time incentive-payment of \$5,000 will be paid to an Applicant who has designed Part 9 (as defined by the Ontario Building Code) single-family housing units to achieve 15% better energy efficiency than required under the Ontario Building Code. In addition, the Applicant is eligible to receive \$1,500 for each residential housing unit that is built to the 15% better than Ontario Building Code standard, up to a maximum of \$120,000 per project.
2. In order to be eligible for either Program and Receive Incentives, the Applicant must:
    - (a) Be located in the Enbridge Gas Inc. (Operating as Enbridge Gas Distribution) franchise area.
    - (b) Meet all eligibility criteria for public housing assistance under the Federal/Provincial Investment in Affordable Housing Program (IAH), the Canada Mortgage and Housing Corporation (CMHC) or other government funding programs that Enbridge deems suitable as supporting the construction of affordable housing.
    - (c) Complete and submit a fully signed Application to Enbridge and be accepted into the Program by Enbridge.
    - (d) Intend to use natural gas as one of the primary fuel sources for the project.
    - (e) Successfully complete each of the components of the Program within five (5) years of completing the IDP Workshop for multi-residential projects, or within three (3) years of completing the IDP Workshop for single family housing projects; and
    - (f) Participate in a measurement and evaluation study for the purpose of analyzing the Program's performance and improving future Program designs.
  3. Enbridge's offer of Incentive Payments may be withdrawn, in full or part, by Enbridge at any time and will be withdrawn if:
    - a) the Applicant fails to fully meet the eligibility criteria,
    - b) the Applicant fails to fully participate in each of the respective components of the Program including attending all meetings,
    - c) the final design fails to include natural gas as one of the primary fuel sources, or
    - d) the Applicant otherwise fails to comply with any of these General Terms and Conditions.
  4. The Applicant acknowledges that as a participant in the Program, it will be exchanging or developing ideas with Enbridge and its employees and contractors and will be provided with information from, employees or contractors of Enbridge (the "Information"). You hereby grant to Enbridge and its employees and contractors a non-exclusive, royalty-free, non-transferable license to use any Information owned, licensed, or disclosed by you solely for the purpose of the Program. Enbridge hereby grants you a non-exclusive, royalty-free, non-transferable license to use any Information owned, licensed, or disclosed by Enbridge or its contractors and permission to disclose and share such Information freely with others. You acknowledge and agree that Information provided to you will be provided on an "as is" basis and that all representations, warranties, and conditions, whether express or implied, with regard to that Information are hereby expressly disclaimed. You acknowledge and agree that you bear all risks associated with your use of Information and Enbridge will in no way be liable to you or anyone in any manner whatsoever for your use of the Information, including, without limitation, if your use of Information infringes any third-party intellectual property rights.
  5. Applicant acknowledges that participation in the Program is limited and is on a first-come, first-served basis. Enbridge has the right to refuse an application or to cancel the Program or any part thereof at any time without notice.
  6. The Applicant permits Enbridge to identify the Applicant and the Applicant's building as a, "Savings by Design Affordable Housing Program Participant" and permits Enbridge to identify the applicant and use project energy savings information and an image of the constructed project in its marketing and communication materials.
  7. Upon request and with reasonable notice, the Applicant agrees to provide authorized representatives of Enbridge with
    - i. access to the building and housing units, and
    - ii. required information or data relating to the Program for the purposes of the Application and these General Terms and Conditions.
  8. The Applicant acknowledges that Enbridge shall not be responsible for the Applicant's tax consequences resulting from the payment of any incentive payment.
  9. **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 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, 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.**
  10. Enbridge 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 a partner, joint venture, employee, agent or other representative of the other for any purpose.
  11. The Application and these General Terms and Conditions shall constitute the entire agreement and understanding between the Applicant and Enbridge 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 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 enure to the benefit of the parties, and their respective successors and assigns.