

SaskEnergy Commercial HVAC Program Terms & Conditions

1.0 Overview

- 1.1 The Commercial HVAC Program (the "Program") administered by SaskEnergy Incorporated ("SaskEnergy") is designed to stimulate investment in energy-efficient rooftop units, furnaces and boilers ("unit(s)") that will reduce natural gas and electrical usage and associated operating costs. The Program is targeted to the commercial replacement market only.
- 1.2 The Program begins March 1, 2010 and ends October 31, 2011.
- 1.3 The Program offers an incentive payment to partially offset the higher purchase price of higher efficiency units.
- 1.4 The Program is only available through participating SaskEnergy Residential and Commercial Network Members.

2.0 Participant eligibility criteria

- 2.1 A person or entity applying under the Program (the "Applicant") must be a building owner or the owner's designated representative.
- 2.2 The building or property where the unit is installed must be located in Saskatchewan and the unit must use natural gas.
- 2.3 Only eligible units under the Program qualify for the Program incentive (see section 4.0)
- 2.4 The unit must be purchased from, and installed by, a participating Network Member.
- 2.5 Applications must be received by SaskEnergy on or before November 30, 2011.
- 2.6 Units must be purchased and installed between March 1, 2010 and October 31, 2011.
- 2.7 Applicants or buildings that receive any operating and/or capital funding from the Province of Saskatchewan, other than non-profit corporations, are not eligible for an incentive through the Program.
- 2.8 Applicants who receive an incentive through the Program are not eligible to receive a rebate or incentive in relation to the same unit(s) through SaskEnergy's Commercial Boiler Program or the Saskatchewan EnerGuide for Houses Program.

3.0 Program process

All market participants

- 3.1 Applicant's contractor or qualified professional determines the capacity and number of units required to meet the heating and cooling requirements of the building.
- 3.2 Eligible units purchased from, and installed by, a participating Network Member.
- 3.3 Participating Network Member completes the Commercial HVAC Program application form and submits it to SaskEnergy (at the address listed in 8.0) along with a copy of the invoice within 30 days of the completed installation. The Applicant must review the information on the form and sign the Customer Confirmation.
- 3.4 SaskEnergy reviews application.
 - 3.4.1 If all documents are in order and the Applicant has met all the requirements of the Program, SaskEnergy issues an incentive to the customer by inputting a credit on the Applicant's valid SaskEnergy account. In the situation where an account is not available, a cheque will be issued to the Applicant. SaskEnergy sends a letter to the Applicant either indicating that the application has been approved and the incentive will be credited to the customer within 8 weeks of the date of the letter, or enclosing a cheque.
 - 3.4.2 If the documents are not in order, SaskEnergy may ask for additional documentation or information.
 - 3.4.3 If the application is invalid or can otherwise not be processed, SaskEnergy will advise the Applicant.

4.0 Eligible Equipment

All Equipment – furnaces, boilers, & rooftop units

- 4.1 All units installed must use natural gas.
- 4.2 The unit must be new. Used or rebuilt units do not qualify for the incentive.
- 4.3 All units must be installed in accordance with the manufacturer's specification and must comply with applicable laws, codes, standards and ordinances.
- 4.4 The units installed must be replacing existing heating equipment. Equipment for new buildings does not qualify.
- 4.5 Eligible furnaces under the Program must be an ENERGY STAR® qualified high efficiency natural gas furnace (94% + AFUE (annual fuel utilization efficiency) with a brushless DC motor identified on the Natural Resources Canada website located at <http://oee.nrcan.gc.ca/residential/business/manufacturers/search/gas-furnace-search.cfm>
- 4.6 Eligible boilers under the Program must:
 - 4.6.1 Be an ENERGY STAR® qualified high efficiency natural gas condensing boiler (90% + AFUE) identified on the Natural Resources Canada website located at <http://oee.nrcan.gc.ca/residential/business/manufacturers/search/gas-boilers-search.cfm>
 - 4.6.2 Have a maximum boiler input rating less than 300,000 Btu/hr.
 - 4.6.3 Have a maximum boiler plant input rating less than 400,000 Btu/hr.
- 4.7 Eligible rooftops units under the Program must:
 - 4.7.1 Not exceed 5 tons.
 - 4.7.2 Provide at least two stages of natural gas heating.
 - 4.7.3 Provide at least SEER 13 cooling.
 - 4.7.4 Be installed with an economizer.
 - 4.7.5 Be listed on the attached schedule A as an eligible rooftop unit.

5.0 Incentives

All market participants

- 5.1 Furnace incentives will be calculated as follows:
 - 5.1.1 \$500 for the first eligible furnace. Any subsequent purchase and installation of an eligible furnace at the same address/building will receive an incentive of \$250.
- 5.2 Boiler incentives will be calculated as follows:
 - 5.2.1 \$600 for the first eligible boiler. Any subsequent purchase and installation of an eligible boiler at the same address/building will receive an incentive of \$300.
- 5.3 Rooftop unit incentives will be calculated as follows:
 - 5.3.1 \$600 for the first eligible rooftop unit. Any subsequent purchase and installation of an eligible rooftop unit at the same address/building will receive an incentive of \$300.

6.0 Additional terms & conditions

- 6.1 SaskEnergy reserves the right to amend, modify or terminate the Program at any time with or without notice, and is not obligated to make any payments whatsoever.
- 6.2 SaskEnergy, in its sole discretion, reserves the right to limit the number of incentives, and/or the amount of an incentive, payable to any one Applicant or in respect of any one building.
- 6.3 If SaskEnergy amends or modifies the Program after an application is received and approved by SaskEnergy, the Applicant cannot resubmit an application for the same unit under the amended or modified Program.
- 6.4 Applicant acknowledges their unit(s) may use less natural gas and electricity and produce fewer emissions. Applicant agrees to permit SaskEnergy and SaskPower to view the utility bill(s) for the building containing the eligible unit(s) to monitor and publicly report on changes in energy consumption as a result of the eligible unit(s). All information regarding energy consumption used in promotional material will be aggregated with other buildings in the Program.
- 6.5 SaskEnergy and SaskPower reserve the right to audit incentives paid through the Program including the right of a SaskEnergy or SaskPower representative to inspect a building that was the subject of an application to confirm the indicated equipment was installed. SaskEnergy, SaskPower, or an authorized third party may contact Applicant to conduct survey(s) regarding the Program or to follow-up with the Applicant with respect to the Program and/or the units(s) installed
- 6.6 Applicant agrees to transfer ownership of credit for greenhouse gas reduction associated with unit upgrades to SaskEnergy.
- 6.7 In addition to these terms and conditions, the Program, and any incentive payments made under the Program, are subject to terms and conditions contained in the application form and related documents. In the event of a conflict, the terms and conditions stated herein will prevail.

Representation and warranties

- 6.8 Applicant represents and warrants that it complies, and will continue to comply, with the Program eligibility criteria contained herein.
- 6.9 Applicant represents and warrants that all information provided in relation to the Program is complete, true and correct.

Default

- 6.10 In the event the Applicant fails to adhere to the terms and conditions contained herein, SaskEnergy reserves the right to void the application documents and SaskEnergy will be released from any and all obligations under the Program. In the event the Applicant fails to adhere to these terms and conditions, is or becomes ineligible for any reason to receive an incentive paid to it, or receives an incentive in error, SaskEnergy reserves the right to collect any incentive paid as a debt owed to SaskEnergy.

Liability

- 6.11 SaskEnergy will have no ownership interest in the unit(s).
- 6.12 SaskEnergy, not being the designer or manufacturer of the unit(s), makes no representation or warranty, express or implied, as to the fitness, design or capability of the material, equipment or workmanship in the unit, nor any warranty that the unit will satisfy the requirements of any law, specification, or contract.
- 6.13 Applicant will be solely responsible for and shall indemnify and save harmless SaskEnergy and its subsidiaries and its respective employees, directors, agents, contractors, sub-contractors and representatives from all claims, demands, causes of action, suits, judgments and penalties whatsoever and wheresoever arising out of or in relation to the Program including, without limitation, those made or sustained in respect of property damage, personal injury (including death), infringement of copyright or trademark, builders or other liens.
- 6.14 SaskEnergy does not endorse any particular manufacturer, product, system, design, supplier or installer in relation to the Program.

Tax implication

- 6.15 SaskEnergy will not be responsible for any tax liability imposed on the Applicant as a result of payments of the incentive. For GST Registrants, incentives received by the Applicant include GST which must be remitted by the Applicant to the Receiver General of Canada.

7.0 Documentation

All market participants

- 7.1 SaskEnergy is not responsible for lost, delayed, damaged, illegible or incomplete applications.
- 7.2 The following documents must be submitted to SaskEnergy:
 - ✓ completed application form
 - ✓ Sales invoice that shows customer and contractor name(s), unit/equipment makes(s), model(s), and serial numbers(s), and date of installation.

8.0 Contact Information

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