



# ENERGY SAVINGS FOR BUSINESS

*Investing to keep businesses competitive*

## Small Producers Energy Efficiency Deployment (SPEED)

### Participant Terms and Conditions

March 7, 2022

Version 1



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## 1. Introduction

### 1.1 ERA's Energy Savings for Business Program

Emissions Reduction Alberta's (ERA) Energy Savings for Business Program (ESB Program) is a funding opportunity to support small and medium-scale industrial and commercial businesses in Alberta. Up to \$55 million is available for eligible, commercially available technologies that result in cost- and energy-saving Projects. The ESB Program helps Alberta businesses reduce emissions, decrease operating costs, grow their operations, and become more competitive, while creating skilled jobs and boosting economic recovery. With over 60 unique technologies currently supported, it is one of the most comprehensive 'menu-based' energy efficiency incentive programs of its kind.

### 1.2 Small Producers Energy Efficiency Deployment Background

Small Producers Energy Efficiency Deployment (SPEED) is an expansion of the ESB Program. It aims to reduce the environmental impact of small- to medium-sized oil and gas operators by deploying cost-effective emissions reductions technologies. Through expanded eligibility and the addition of new measure types, SPEED will accelerate the adoption of proven, commercially-available technology upgrades that cut costs and emissions. SPEED expands oil and gas facilities' access to participate, including facilities regulated under Technology Innovation and Emissions Reduction (TIER), opted-in to TIER, or not currently opted-in under the regulation.

Parties interested in applying to SPEED should first familiarize themselves with these SPEED Participant Terms and Conditions as eligibility, Project selection, and other processes in SPEED may differ from the current ESB Program. Other key SPEED documents include the Guidelines, Contractor Code of Conduct, Measures list, and Application Measure Checklists, which can be accessed at [eralberta.ca/speed](http://eralberta.ca/speed).

## 2. Definitions

- (a) **"Additional Eligibility Requirements for CHP Systems"** has the meaning given to it in section 4.5 of these Terms and Conditions.
- (b) **"Additional Eligibility Requirements for Geothermal Systems"** has the meaning given to it in section 4.6 of these Terms and Conditions.
- (c) **"Additional Eligibility Requirements for Waste Heat Recovery (Organic Rankine Cycle) Systems"** has the meaning given to it in section 4.7 of these Terms and Conditions.
- (d) **"Applicant"** means a Person or other permitted entity who is submitting an Application to SPEED.
- (e) **"Applicant Eligibility Criteria"** has the meaning given to it in section 4.1.
- (f) **"Application(s)"** means a complete application for a proposed Project submitted by an Applicant via the Portal to SPEED.
- (g) **"Application Change Approval Notice"** means a notice issued by ERA amending the Participant Acceptance and, if applicable, the Pre-Project Estimated Incentive.
- (h) **"Application Date"** means the date that the Participant submitted the Application.

- (i) **“Application Measure Checklists”** means the documents intended to support the submission of accurate and complete Measure information (available at [eralberta.ca/SPEED](http://eralberta.ca/SPEED)).
- (j) **“Application Summary”** means the summary of (among other things) the Eligible Measures to be installed at the Eligible Facility attached to these Terms and Conditions as Appendix 1.
- (k) **“Asset”** means any real or personal property or immovable or movable asset, acquired, constructed, rehabilitated or improved, in whole or in part, with funds provided by ERA under these Terms and Conditions.
- (l) **“Business Day”** means any day except Saturday, Sunday or statutory holidays in the Province of Alberta on which banks are not open for business.
- (m) **“Canadian Certification Standards”** means the product standards by the Standards Council of Canada, or equivalent certification by an applicable certification body such as ULc or ETLc. Please see [this link](#) for additional information regarding product approvals and certification bodies.
- (n) **“Change Request”** has the meaning given to it in section 8.1 of these Terms and Conditions.
- (o) **“CHP System”** means a system for generating both heat and electrical energy.
- (p) **“DLC”** means the Design Lights Consortium®, the certification given to lighting Measures meeting quality and performance standards.
- (q) **“Eligible Contractor”** means a product and service provider (which includes but is not limited to distributors, suppliers, equipment installers, engineering firms, and commercial energy auditors) that has met the criteria in the Contractor Code of Conduct to register for SPEED.
- (r) **“Eligible Expense”** means expenses that meet the requirements set out in section 6.2 of these Terms and Conditions.
- (s) **“Eligible Facility”** means a facility that meets the requirements set out in section 4.2 of these Terms and Conditions.
- (t) **“Eligible Measure”** has the meaning given in section 4.4.
- (u) **“Eligible Project”** has the meaning given in section 4.3.
- (v) **“Energy Savings for Business Program” or “ESB Program”** means ERA’s [Energy Savings for Business Program](#), as amended.
- (w) **“ENERGY STAR®”** means the certification given to Measures that have been tested to meet Energy Star specifications for energy performance.
- (x) **“ERA”** means Emissions Reduction Alberta.
- (y) **“Estimated Project Completion Date”** means the date on which the Eligible Project is expected to be completed as stated in the Application Summary.
- (z) **“FOIP”** means the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c.F-25.

- (aa) **“Geothermal System”** means a geothermal heat pump, thermal loops, and any ancillary devices for the exchange of thermal energy of the ground or groundwater to provide space conditioning and/or water heating.
- (bb) **“GHG”** means greenhouse gases.
- (cc) **“GST”** means the Goods and Services Tax as defined under Part IX of the *Excise Tax Act*.
- (dd) **“Interconnection Approval”** means an approval granted by the applicable electric distribution service provider to connect the CHP, Waste Heat Recovery (Organic Rankine Cycle), or Geothermal Systems to the electric distribution service.
- (ee) **“Large Emitter”** means a facility which has emitted more than 100,000 tonnes of carbon dioxide in 2016 or any subsequent year, as defined in the TIER Regulation.
- (ff) **“Measure”** means a commercially available emissions reduction technology or installation that meets the SPEED criteria to qualify for a Project Incentive.
- (gg) **“Micro-generation Regulation”** means the *Micro-generation Regulation*, Alta. Reg. 27/2008, as amended from time to time.
- (hh) **“Mountain Standard Time”** or **“MST”** means the time zone where seven hours are subtracted from Greenwich Mean Time.
- (ii) **“Notice Before Entering Banking Details”** means the notice set out in Schedule A to which the Payee must agree to before entering Banking Details.
- (jj) **“Participant”** means an Applicant who meets the Applicant Eligibility Criteria and has entered into a Participation Acceptance.
- (kk) **“Participant Acceptance”** means an agreement by a Participant of these Terms and Conditions, including the Application Summary, as evidenced by the Participant’s electronic acceptance of the Participant Acceptance Form.
- (ll) **“Participant Acceptance Date”** means the date set out in the Participant Acceptance Form reflecting the date when the Participant confirms Participant Acceptance.
- (mm) **“Participant Acceptance Form”** means the form set out in Schedule A in which the Participant agrees to be bound to these Terms and Conditions including the Application Summary.
- (nn) **“Participant Information”** means any non-personal information relating to the Participant, Eligible Project or Participant’s participation in SPEED, whether provided by the Participant or obtained by ERA.
- (oo) **“Participant Terms and Conditions”** means these Terms and Conditions and the Application Summary.
- (pp) **“Payee”** means the legal entity executing these SPEED Participant Terms and Conditions or the party assigned by the Participant, through a “Project Incentive Payment to Eligible Contractor Authorization Form” as described in Schedule A, to receive the incentive amount.

- (qq) **“Payment Information”** means the name on the account, account number, bank address (including institution number), and the branch/transit number and such other details required by the bank to facilitate electronic fund transfer of payments.
- (rr) **“Payment Recommendation”** means a notice advising the Participant that their Post-Project Application was reviewed and that the review did not identify any deficiencies.
- (ss) **“Person”** has the meaning as defined in the *Alberta Business Corporations Act*, RSA 2000, c.B-9.
- (tt) **“Personal Information”** has the meaning as defined in FOIP.
- (uu) **“Post-Project Application”** means the application submitted by the Participant confirming that the Eligible Project is complete and in commercial operation, as further described in section 5.3 of these Terms and Conditions.
- (vv) **“Pre-Approval Application Rejection”** means the notice sent to Participants or Eligible Contractors by ERA rejecting the Application.
- (ww) **“Pre-Approval Notice”** means the notice sent to Participants or Eligible Contractors by ERA advising them that the Participant meets the requirement to be a Participant, that the Facility meets the requirements to be an Eligible Facility, and that the proposed Measure(s) meet the requirements to be an Eligible Measure(s).
- (xx) **“Pre-Project Estimated Incentive”** means the amount set out in the Application Summary, as may be amended by an Application Change Approval Notice.
- (yy) **“Project Application Documentation”** means the documentation submitted by the Participant or Eligible Contractor with the Application Summary, and as further described in section 5.1 of these Terms and Conditions.
- (zz) **“Project Completion Date”** means the date an Eligible Project has been completed.
- (aaa) **“Project Completion Documentation”** means the documentation submitted by the Participant or Eligible Contractor with the Post-Project Application, and as further described in section 5.4 of these Terms and Conditions.
- (bbb) **“Project Completion Documentation Submission Deadline”** means the deadline to complete an Eligible Project and submit the Project Completion Documentation, as set out in the Application Summary.
- (ccc) **“Project Incentive”** means the incentive payable to the Participant in accordance with the Participant Acceptance as further described in section 6.
- (ddd) **“Project Incentive Payment to Eligible Contractor Authorization Form”** means the form set out in Schedule A pursuant to which the Participant authorizes and directs ERA to pay the Project Incentive to the Eligible Contractor.
- (eee) **“Public Authority”** means any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any

such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances.

- (fff) **“Specification”** means the specifications for an Eligible Measure as set out on the SPEED Eligible Measures List.
- (ggg) **“SPEED”** means ERA’s Small Producers Energy Efficiency Deployment.
- (hhh) **“SPEED Eligible Measures List”** means the list of commercially available emissions reduction technologies or installations that may be eligible for Project Incentives within SPEED as at the Participant Acceptance Date. The current version of the SPEED Eligible Measures List are available at [eralberta.ca/SPEED](http://eralberta.ca/SPEED) (click on “Download a pdf of the SPEED Eligible Measures List.”).
- (iii) **“SPEED Guidelines”** means the document that provides details on SPEED registration, application, evaluation and scoring criteria, applicable to participants in SPEED, as at the Participant Acceptance Date. All versions of the SPEED Guidelines are available at [eralberta.ca/SPEED](http://eralberta.ca/SPEED).
- (jjj) **“SPEED Portal” or “Portal”** means the webpage, available at [esbspeed.ca](http://esbspeed.ca), that facilitates Participant involvement, including all documentation, in SPEED.
- (kkk) **“SPEED Webpage”** means the webpage available at [eralberta.ca/SPEED](http://eralberta.ca/SPEED) that provides certain overview documentation concerning SPEED.
- (III) **“TIER Regulation”** means the *Technology Innovation and Emission Reduction Regulation*, Alta Reg 133/2019.
- (mmm) **“Waste Heat Recovery Systems (Organic Rankine Cycle)”** means a waste heat recovery unit that is based on a closed-loop thermodynamic cycle for the generation of electric and thermal power.
- (nnn) **“Workplan Template”** means the template found at [eralberta.ca/SPEED](http://eralberta.ca/SPEED).

### 3. Application and Terms and Conditions

The Participant confirms that it has reviewed the Application Summary and that all information contained therein is true, accurate and complete. The Participant agrees that it is bound by this Participant Acceptance including the Application Summary.

The version of the Terms and Conditions applicable to the Participant Acceptance are those in effect on the Participant Acceptance Date. For clarity, ERA may post subsequent amended versions of the Terms and Conditions which shall not be applicable to a previously executed Participant Acceptance.

### 4. Eligibility Requirements

#### 4.1 Participant

To be a Participant in SPEED, an entity must meet all the following requirements:

- (a) The Participant is a Person who carries on business or is acting on behalf of an Indigenous

community.

- (b) The Participant is a privately owned entity and is not a Public Authority.
- (c) The Participant receives 50 percent or less of its annual revenue from a Public Authority.

## **4.2 Eligible Facility**

To be an Eligible Facility, a facility must meet all the following requirements:

- (a) The facility is located in Alberta.
- (b) The facility is owned, operated or leased by the Participant.
- (c) The facility has been in operation for one year or more. CHP, Geothermal Systems and Waste Heat Recovery (Organic Rankine Cycle) Systems are exempt from this requirement and other exemptions will be specified on the SPEED Eligible Measures List.
- (d) The facility is an oil and gas facility, with a facility code that has an operational status within Petrinex (or an equivalent to ERA's reasonable satisfaction) of "Active". Equipment or structures associated with such an "Active" facility would also be eligible.
- (e) To the Participant's knowledge, the facility will continue to operate for the lifetime of the Measure.

## **4.3 Eligible Project**

An Eligible Project is a project that meets all the following requirements:

- (a) Consists solely of installing Eligible Measures at an Eligible Facility, as set out in the Application Summary.
- (b) The Participant has not already received a Project Incentive under SPEED or the Energy Savings for Business Program for Eligible Measures included in the project.
- (c) Has a total incentive value equal to or greater than \$10,000.
- (d) Is submitted as part of an Application before the Application Deadline.

## **4.4 Eligible Measure**

To be an Eligible Measure, a Measure must meet all of the following requirements.

- (a) The Measure is listed on the SPEED Eligible Measures List as of the Participant Acceptance Date.
- (b) The Measure is listed in the Application Summary.
- (c) Any equipment or parts purchased as part of the Measure must be new or OEM refurbished for Engine Upgrades with equivalent performance.
- (d) No part or aspect of the Measure could be classified as routine maintenance.
- (e) The Measure meets all Specifications in the SPEED Eligible Measures List.
- (f) The Measure meets the Canadian Certification Standards.
- (g) The Participant has obtained all required permits, licenses, approvals and authorizations that are required by law (including any development, electrical or building permits) to install the Measure.
- (h) The Measure was installed by an Eligible Contractor. For clarity, the Eligible Contractor may be the Participant.
- (i) The Measure(s) is installed and will remain installed at the Eligible Facility for the lifetime of the Measure.
- (j) The Measure(s) is purchased, installed, and fully operational by the Project Completion Documentation Submission Deadline.
- (k) The Measure, its installation and operation comply with all applicable laws and regulations.

#### **4.5 Additional Eligibility Requirements for CHP Systems**

In addition to the requirements set out in section 4.4 above (Eligible Measure), an Eligible Measure that is a CHP System must meet the following requirements (“Additional Eligibility Requirements for CHP Systems”):

- (a) The CHP System equipment has a minimum warranty of two years or 6,000 hours, whichever comes first.
- (b) The CHP System is installed in accordance with good engineering practices.
- (c) The CHP System is approved by a professional engineer licensed to practise in Alberta.

#### **4.6 Additional Eligibility Requirements for Geothermal Systems**

In addition to the requirements set out in section 4.4 above (Eligible Measure), an Eligible Measure that is a Geothermal System must meet the following requirements (“Additional Eligibility Requirements for Geothermal Systems”):

- (a) The Geothermal System equipment has a minimum warranty of ten years for all in-ground materials and a minimum warranty of five years for the heat pump.
- (b) The Geothermal System is installed in accordance with good engineering practices.

#### **4.7 Additional Eligibility Requirements for Waste Heat Recovery (Organic Rankine Cycle) Systems**

In addition to the requirements set out in section 4.4 above (Eligible Measure), an Eligible Measure that is a Waste Heat Recovery (Organic Rankine Cycle) System must meet the following requirements (“Additional Eligibility Requirements for Waste Heat Recovery (Organic Rankine Cycle) Systems”):

- (a) The Waste Heat Recovery (Organic Rankine Cycle) System equipment has a minimum warranty of two years or 6,000 hours, whichever comes first.
- (b) The Waste Heat Recovery (Organic Rankine Cycle) System equipment is installed in accordance with good engineering practices.
- (c) The Waste Heat Recover (Organic Rankine Cycle) System is approved by a professional engineer licensed to practise in Alberta.

### **5. Eligible Project Application, Construction, Operation and Completion Requirements**

#### **5.1 Eligible Project Application**

In order to successfully submit an Eligible Project Application, the Participant will be required to submit the following Project Application Documentation:

- (a) The information in Appendix 1 – Application Summary.
- (b) A completed Workplan Template.
- (c) Additional information required in, but not limited to, all applicable Application Measure Checklists and the SPEED Portal.

## **5.2 Eligible Project Construction and Operation**

The Participant agrees and covenants as follows:

- (a) The Participant will install the Eligible Project in the Eligible Facility as set out in the Application Summary, and in accordance with this Participant Acceptance.
- (b) The Eligible Project consists only of Eligible Measures.
- (c) The Participant will comply with all applicable laws in carrying out the Eligible Project.
- (d) The Participant will report on the status of the Eligible Project while it is under construction as and when requested by ERA.
- (e) The Participant will remove and dispose of and/or recycle any equipment and/or waste in accordance with all legal requirements.
- (f) No equipment permanently removed (i.e. equipment that has been replaced) as part of the Eligible Project will be sold, re-used or otherwise reinstalled other than the return of an original core through an OEM swing program for Engine Upgrades.
- (g) The Eligible Measures will be in commercial operation on or before the Project Completion Documentation Submission Deadline.

## **5.3 Eligible Project Completion and Post-Project Application**

The Participant will submit the Post-Project Application together with the Project Completion Documentation on or before the Project Completion Documentation Submission Deadline. If the Eligible Project is not completed, or if the Participant does not submit a complete Post-Project Application and Project Completion Documentation on or before the Project Completion Documentation Submission Deadline, then the Participant Acceptance will, at ERA's sole discretion, be terminated without payment, cost or liability owing by ERA to the Participant. For clarity, ERA has no obligation to accept a Post-Project Application or Project Completion Documentation submitted after the Project Completion Documentation Submission Deadline.

Where ERA has identified a deficiency in a Post-Project Application or the Project Completion Documentation and if the Participant does not correct the deficiency to the satisfaction of ERA within 30 days, ERA may terminate the Participant Acceptance at ERA's sole discretion.

## **5.4 Project Completion Documentation**

Together with the Post-Project Application, the Participant will submit the following documents ("Project Completion Documentation"):

- (a) A spreadsheet showing all Eligible Expenses for each Eligible Measure;
- (b) A specification sheet for each Eligible Measure (if required by the SPEED Eligible Measures List);
- (c) A copy of all receipts and invoices for all installed Eligible Measures and installation costs. Receipts and invoice(s) must indicate the date of purchase, Eligible Facility address, model numbers of the Eligible Measure(s), DLC® and ENERGY STAR® identification numbers (where applicable), the number of Eligible Measures purchased, price per Eligible Measure, and the total of Eligible Expenses;
- (d) Proof of payment for all invoices that match the amount on each invoice;
- (e) Proof of address of the Eligible Facility, satisfactory to ERA;
- (f) A list of all other funding received by the Participant for the Eligible Project; and

- (g) Any other documentation required by the SPEED Eligible Measures List, applicable Application Measure Checklists, the Participant Acceptance, or as may be reasonably required by ERA.

## 6. Project Incentive

### 6.1 Project Incentive

Project Incentive funds will be allocated once a Participant receives a Pre-Approval Notice. The Project Incentive will be calculated as the least of:

- (a) Sum of each of the incentive value from the SPEED Eligible Measures List multiplied by the number of units of the Eligible Measure;
- (b) Sum of the Eligible Expenses for each Eligible Measure multiplied by the number of Eligible Measure multiplied by the corresponding maximum percentage listed on the SPEED Eligible Measures List;
- (c) Pre-Project Estimated Incentive (as may be amended by an Application Change Approval Notice); and
- (d) \$1,000,000 less the total of all Project Incentives payable and paid to all direct and indirect “affiliates” (as defined in the *Alberta Business Corporations Act*) of the Participant as at the time of calculating the Project Incentive (including current ESB Program and SPEED funding).

At ERA’s sole discretion, ERA may choose to offer less funding than requested, or may increase funding beyond the stated limits where strong justification is demonstrated. For clarity, the Project Incentive may be less than the Pre-Project Estimated Incentive.

### 6.2 Eligible Expenses

*6.2.1 An Eligible Expenses is an expense that meets all the following requirements:*

- (a) The expense was incurred directly for the purchase and installation of an Eligible Measure.
- (b) The applicable Eligible Measure is fully installed and in commercial operation on or before the Project Completion Documentation Submission Deadline.
- (c) Where the Eligible Contractor or another contractor working on the project is a third party to the Participant, the expense is one of the following that are directly related to the design, purchase and installation of the Eligible Measure(s):
  - i. energy modelling costs;
  - ii. engineering (structural, electrical, civil, geotechnical) costs;
  - iii. costs to obtain permits;
  - iv. costs to obtain inspections;
  - v. procurement and construction costs;
  - vi. equipment purchase costs;
  - vii. installation equipment costs (e.g. cables conduits, racking or anchors);
  - viii. relates to costs to dispose or decommission the replaced equipment;
  - ix. installation labour costs; and
  - x. costs of interconnecting with the electrical and/or natural gas distribution system.
- (d) Where the Eligible Contractor is not a third party to the Participant, the expense is less than or equal to the fair market value, as determined by ERA, of the Eligible Measure equipment only (excluding labour and installation costs).

- (e) The expense was incurred, legally payable, and paid by the Participant to an Eligible Contractor or another contractor working on the project.
- (f) The expense was incurred prior to the Project Completion Documentation Submission Deadline.
- (g) The expense is approved as an Eligible Expense in the Application Summary.
- (h) The expense or other legally binding commitments to purchase or install the Measure were made on or after the Application Date.

*6.2.2 The following expenses are not Eligible Expenses:*

- (a) Any costs that are not directly required to purchase or install the Eligible Measure;
- (b) Any costs where the applicable Eligible Measure is not installed and in commercial operation as of the Project Completion Documentation Submission Deadline;
- (c) Costs to prepare or modify the Eligible Facility;
- (d) Costs for aesthetic improvements;
- (e) Costs to operate, maintain or upkeep equipment;
- (f) Any costs that have received financial incentives, funding, subsidies, grants or other monies from any other third party;
- (g) GST or any other provincial sales taxes;
- (h) Costs to purchase warranties or insurance;
- (i) Costs of battery or storage equipment and installation;
- (j) Overhead, administrative or internal costs;
- (k) Costs to complete SPEED or ESB Program documents;
- (l) Any tax costs that result from participation in SPEED or the ESB Program;
- (m) Any costs relating to a Measure that was made prior to the Application date or for which a legally binding commitment to purchase or install the Measure was made prior to the Application Date; and
- (n) Where the Eligible Contractor or another contractor working on the project is not a third party to the Participant, any labour costs, or other costs to install the Eligible Measure.

ERA may require additional information to determine if a submitted cost is an Eligible Expense.

### **6.3 Project Incentive Allocation**

Additional detail on SPEED including information on registration, application, evaluation and scoring criteria are provided in the SPEED Guidelines. To determine the Project Incentive allocation for Applications, ERA will review, evaluate and score Eligible Projects as outlined in the SPEED Guidelines.

Following the review, evaluation and scoring of Eligible Projects, Project Incentives will be allocated at ERA's sole discretion. By submitting an Application, the Applicant understands that submitting an Eligible Project does not guarantee a Project Incentive from SPEED.

If an Applicant submits an Application that is not allocated a Project Incentive, ERA shall have no obligation to the Applicant.

## **6.4 Funding from Other Sources**

The Eligible Project has not received and is not receiving any financial incentives, funding, subsidies, grants or other monies as a result (directly or indirectly) of the TIER Regulation, the repealed Climate Leadership Act, or the Pan-Canadian Framework programs.

Subject to Section 11, the Participant may receive financial incentives, funding, subsidies, or grants or other monies other than as a result (directly or indirectly) of the TIER Regulation, the repealed Climate Leadership Act, or the Pan-Canadian Framework programs, provided the amounts and sources are set out in the Application Summary.

## **6.5 ERA Obligation to Pay Project Incentive**

Subject to section 6.8 (Disclaimer and Termination of Participant Acceptance), ERA shall only be obligated to pay a Project Incentive where:

- (a) The Participant Acceptance is complete and signed;
- (b) The Eligible Project is installed and in commercial operation on or before the Project Completion Documentation Submission Deadline;
- (c) The Eligible Project consists only of Eligible Measures;
- (d) The Post-Project Application and Project Completion Documentation have been reviewed and no deficiencies were found;
- (e) The Participant has complied with the Participant Acceptance;
- (f) The Project Incentive is equal to or greater than \$10,000; and
- (g) The Payee has provided accurate Payment Information.

## **6.6 Project Incentive Payment**

Where the Participant and the Eligible Project have met all requirements of section 6.5 (ERA Obligation to Pay Project Incentive), ERA will issue a Payment Recommendation and request the Participant to set up an account in a payment system, which will require the Participant to provide (among other things) its address and the name, address, transit number, branch number, account number and SWIFT code of its financial institution (bank) (collectively the "Payment Information").

The Participant, or Eligible Contractor in circumstances where the Participant Incentive has been assigned by the Participant to the Eligible Contractor pursuant to section 6.7 below (the "Payee") is solely responsible for entering complete and accurate Payment Information. The Payee agrees and acknowledges that payment as specified in the Payment Information satisfies and discharges in full ERA's obligation to pay the Participant Incentive. ERA is not responsible for any component of the Participant Incentive as a result of incomplete or inaccurate Payment Information.

## **6.7 Assignment of Project Incentive Funds to Eligible Contractor**

Where the Participant has agreed with the Eligible Contractor, the Participant may also direct and authorize ERA to pay the Project Incentive directly to the Eligible Contractor by signing the "Project Incentive Payment to Eligible Contractor Authorization Form" in Schedule A.

## **6.8 Disclaimer and Termination of Participant Acceptance**

Notwithstanding any other term or condition contained herein, the Participant agrees and acknowledges that SPEED may be amended, suspended or terminated at any time and for any reason whatsoever without prior notice to the Participant, and that ERA may terminate the Participant Acceptance at any time and in all circumstances without payment, cost or liability.

The Participant further agrees and acknowledges that the payment of any Project Incentive or other amount by ERA is subject to the availability of SPEED funding. ERA intends to process Participation Acceptances, Change Requests and Post-Project Applications in the order that they are received. ERA expects to allocate SPEED funding to Post-Project Applications and Project Completion Documentation in the order that they are reviewed and determined to be complete with no deficiencies.

Based on the foregoing and notwithstanding that the Participant may have complied with all applicable terms of the SPEED documents, the Participant may not receive a Project Incentive.

In addition, a Participant may be required to reimburse ERA if at any time within five (5) years from the end date of this Acceptance, the recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, as a result of or in connection with SPEED, other than to the Government of Canada, the Government of Alberta, a local government, or with Canada's consent.

This section 6.8 will survive termination of the Participant Acceptance.

## **7. Representations, Warranties and Covenants**

### **7.1 Representations, Warranties and Covenants**

The Participant represents, warrants and agrees as follows:

- (a) The Participant is duly constituted, validly existing and in good standing under the laws of its jurisdiction of constitution. The Participant is registered or otherwise qualified to carry on business in the Province of Alberta.
- (b) All information in the Application and Application Summary (including any attached documentation) is true, correct and complete, and will remain materially true, correct and complete for the term of this Participant Acceptance.
- (c) The Participant is an Eligible Participant.
- (d) The facility is an Eligible Facility.
- (e) The project is an Eligible Project.
- (f) The Participant is solely responsible for all costs and expenses associated with the Eligible Project, including any taxes.
- (g) Except as set out in the Application Summary, the Participant has not received, is not receiving nor will receive any financial incentives, funding, subsidies, or grants or other monies from any other third party.
- (h) The Participant has not received and is not receiving financial incentives, funding, subsidies, grants or other monies as a result (directly or indirectly) of the TIER Regulation, the repealed Climate Leadership Act, or the Pan-Canadian Framework programs.

- (i) The Participant has made full disclosure of Project Incentives payable and paid to all direct and indirect “affiliates” as defined under the *Alberta Business Corporations Act*.
- (j) The Participant has all rights, permits, licenses, approvals and authorizations required to carry out the Eligible Project in the Eligible Facility, and to carry out all other obligations in this Participant Acceptance.
- (k) Any equipment replaced by an Eligible Measure is in operation and current at the Application Date and the Participant Acceptance Date.
- (l) The Participant would not otherwise have undertaken the Eligible Project(s) without the financial support and participation of SPEED.
- (m) The Participant has the authority and capacity to enter into this Participant Acceptance.
- (n) This Participant Acceptance has been duly authorized, executed and delivered by the Participant and is a valid and binding obligation of the Participant enforceable in accordance with its terms.
- (o) There are no bankruptcy, insolvency, insolvency-related reorganization, receivership, seizure, realization, arrangement or other similar proceedings pending against or being contemplated by the Participant or, to the knowledge of the Participant, threatened against the Participant.
- (p) The Participant is not a non-resident for the purposes of the *Income Tax Act*.
- (q) The execution and delivery of this Participant Acceptance and the consummation of the transactions contemplated in it by the Participant will not result in a material breach or violation of (i) any contract or obligation by which the Participant is bound, (ii) any constating documents of the Participant, or (iii) any applicable laws or regulations.
- (r) There are no actions, suits, proceedings, judgments, rulings or orders by or before any Public Authority or arbitrator, or to the knowledge of the Participant, threatened against the Participant that could have a material adverse effect on the Participant.
- (s) The Participant is in material compliance with all applicable laws and regulations.

If the Payee would like to assign the Incentive Payment to someone other than the name specified in the Project Application Summary, please note the Payee will need to represent, warrant and agree to the “Notice Before Entering Banking Details in the Portal”. Please see Schedule A for additional details.

## **8. Changes to Application Summary**

### **8.1 Application Change Requests**

Prior to the Project Completion Documentation Submission Deadline, the Participant may make any of the following amendments to the Application Summary by providing written notice to ERA:

- (a) An increase in the quantity of Eligible Measures listed in the Application Summary, where the Pre-Project Estimated Incentive increases by 5 percent or less;
- (b) A decrease in the quantity of Eligible Measures to be installed;
- (c) A change to the model number of an Eligible Measure provided that the new model number meets the same Specifications for that Eligible Measure; or
- (d) A change to the Eligible Contractor.

The Participant may request any other change to the Participant Acceptance not listed above by submitting a written request (“Change Request”) to ERA 60 days prior to the Project Completion Documentation Submission Deadline. ERA will consider each Change Request on a case-by-case basis and either approve or deny the Change Request in ERA’s sole discretion.

Where ERA approves the Change Request, ERA will issue an Application Change Approval Notice setting out the amended Pre-Project Estimated Incentive. For clarity, ERA will not pay any Incentive for any Measure not listed in the Application Summary or Application Change Approval Notice.

If ERA rejects the Change Request, the Participant may terminate the Participant Acceptance. In these circumstances, ERA shall have no liability to the Participant whatsoever.

## **9. Repayment of Project Incentive**

If any of the below-listed events occur, (i) ERA may terminate the Participant Acceptance, and (ii) ERA shall have no obligation to pay any Project Incentive whatsoever. Additionally, if ERA has already issued payment of the Project Incentive (either to the Participant or to the Eligible Contractor), then the Participant shall promptly repay the Project Incentive to ERA:

- (a) The Participant is not in material compliance with any term or condition of the Participant Acceptance, and has not remedied such non-compliance within 30 days after notice from ERA;
- (b) Any statement made by the Participant in the Participant Acceptance or in any other communication from the Participant to ERA is materially incorrect, untrue or incomplete at the time it is made, or becomes incorrect, untrue or incomplete; or
- (c) If any Eligible Measure is modified or removed or ceases to be operational for the lifetime of the Measure.

ERA reserves all other rights available to it at law and at equity.

## **10. Freedom of Information and Disclosure of Information**

### **10.1 Personal Information**

Any Personal Information collected by ERA in connection with SPEED is subject to compliance with FOIP. Personal Information will only be used to administer the Participant's participation in SPEED, including to ensure that the Participant is in compliance with the Participant Acceptance.

### **10.2 Participant Information**

- (a) ERA and its contractors will collect and store Participant Information in accordance with applicable laws in Alberta.
- (b) The Participant consents to ERA publishing Participant Information (including but not limited to the Participant's name, address and Eligible Project details) to highlight the benefits derived to Albertans from SPEED. In addition, ERA may disclose Participant Information to any Public Authority for the purposes of verifying such Participant Information, determining the Participant's eligibility for and compliance with SPEED, and/or determining the Participant's compliance with section 6.4 (Funding from Other Sources).
- (c) The Participant expressly authorizes ERA to obtain information from any third party for the purposes of verifying any information submitted by the Participant, determining the Participant's eligibility for SPEED, and/or determining the Participant's compliance with section 6.4 (Funding from Other Sources).

## **11. Environmental Attributes**

The environmental attributes and environmental products that are created or otherwise arise from any Eligible Project cannot be traded, sold, or used to generate offset credits. For clarity, environmental attributes may be used to meet TIER Regulation compliance requirements in current or future years solely for the TIER regulated facility at which the Project is installed. ERA retains the right to adjust SPEED Guidelines in accordance with amendments to the Government of Alberta's legislation, policies, or protocols surrounding greenhouse gas emissions, carbon accounting or the carbon offset system. The Participant further attests that said attributes have not been claimed, sold or otherwise transferred to another party.

## **12. Evaluation, Measurement and Verification**

The Participant agrees that it will participate in any or all of the below-listed evaluation, measurement and verification activities as may reasonably be requested by ERA for the purposes of monitoring and verifying the Eligible Project, assessing energy savings and GHG reduction, and administering and verifying compliance with the Participant Acceptance:

- (a) The Participant will participate in any surveys, studies, audits or evaluations.
- (b) The Participant will provide reports as requested by ERA.
- (c) At any time during the term of this Participant Acceptance, ERA may access (either on-site or virtually) the Eligible Facility, the Eligible Measures and any equipment decommissioned or replaced as part of the Eligible Project.
- (d) ERA may install any energy-monitoring equipment and/or to take photographs at no charge to the Participant.
- (e) ERA may verify Eligible Expenses with any applicable third parties.
- (f) The Participant will provide access to its records relating to the Eligible Project.
- (g) ERA may survey staff involved in the Eligible Project.
- (h) For a period of one year after payment of the Project Incentive, the Participant will provide photographs or other information related to the Eligible Project or its performance.
- (i) ERA or its contractor may contact the Participant by e-mail or by other electronic means.

## **13. Record Keeping**

- (a) Participants will maintain recordkeeping relevant to the Eligible Project, the SPEED Eligible Measures List or the Application Measure Checklists.
- (b) Participants will keep photographs of any equipment replaced or decommissioned as part of the Eligible Project and of the installed Eligible Measure. Photographs must show, at minimum, the equipment prior the Application Date, including a close up of the equipment nameplate showing key technical characteristics.

## **14. Compliance**

The requirements set out in the SPEED Eligible Measures List are in addition to any requirements of applicable laws and regulations. For clarity, where a higher standard is required by an applicable law or regulation, the Participant shall comply with the higher standard. The Participant shall make itself aware of all applicable laws and regulations.

## 15. Publicity & Branding

- (a) ERA may publish the following, but is not limited to: Participant's name, address, and Eligible Project details, including the savings the Participant has achieved as a result of SPEED.
- (b) The Participant may not use ERA or the SPEED name or logo in any marketing, advertising, or promotional materials without ERA's prior written permission.
- (c) Participants may be required to display a funding plaque that recognizes contribution from the Low Carbon Economy Leadership Fund.

## 16. Disclaimer and Limitation of Liability

- (a) ERA does not expressly or implicitly warrant, endorse or make any representation or other guarantee whatsoever as to any Eligible Contractor, including as to their suitability, ability to perform the work, quality of work, or compliance with applicable laws. The Participant agrees and acknowledges that it is responsible for the Eligible Contractor's performance of the work and compliance with all applicable laws.
- (b) Participant acknowledges and agrees that any Eligible Contractor or other market provider selected by the Participant is not an agent, contractor or subcontractor of ERA.
- (c) As it relates to any Eligible Measure and Eligible Expenses, ERA does not expressly or implicitly warrant, endorse or make any representation or other guarantee whatsoever as to any particular manufacturer, product, or equipment nor to the performance, adequacy, safety, merchantability and fitness thereof and the Participant agrees and acknowledges that it is responsible for all matters relating thereto.
- (d) ERA does not expressly or implicitly warrant, endorse or make any representation or other guarantee whatsoever as to GHG or energy savings or any other result from installing the Eligible Measures.
- (e) ERA's sole liability is limited to paying the Project Incentive subject to the terms and conditions of the Participant Acceptance.
- (f) ERA shall have no obligation to maintain, remove or perform any work whatsoever in connection with the Eligible Measures or the Eligible Project.

In no circumstance will ERA, its contractors, their affiliates and their respective directors, officers and employees be liable to a Participant, an Eligible Contractor, or to any other party for any losses, costs, damages, obligations or liabilities arising from the Participant's participation in SPEED, including without limitation resulting from any change to, suspension, termination or cancellation of SPEED, any act or omission of an Eligible Contractor, any failure or damage caused by an Eligible Measure, any failure of an Eligible Measure to achieve energy or GHG savings, or any property damage or personal injury suffered by a Participant, an Eligible Contractor, or any of their contractors and employees or other third parties as a result of participating in SPEED. Without limiting the foregoing, in no circumstance will ERA, its contractors, their affiliates and their respective directors, officers and employees be liable to a Participant, an Eligible Contractor, or to any other party for any consequential, or incidental damages, including lost profits or lost business opportunities, or for any damages caused by or resulting from any activities in connection with the installation, operation or use of the equipment or Measures for which the incentives are awarded or as a result of a Participant or Eligible Contractor participating in SPEED.

## **17. Indemnity**

The Participant will indemnify and save harmless ERA and its contractors, and their respective directors, officers and employees from any and all liability, claims, losses, damages (including indirect or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person, including but not limited to an Eligible Contractor, relating to, in connection with, resulting from, or arising out of SPEED, including by reason of the actual or alleged implementation of the Eligible Project and its operation or any other matter contemplated by the Participant Acceptance.

## **18. Miscellaneous**

- (a) No joint venture, partnership or agency between ERA and the Participant is created or implied by this Participant Acceptance.
- (b) This Participant Acceptance constitutes the entire agreement between the Participant and ERA in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Participant Acceptance.
- (c) This Participant Acceptance will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (d) The invalidity, unenforceability or illegality of any provision in this Participant Acceptance will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Participant Acceptance, which will remain in full force and effect.
- (e) The Participant Acceptance may be executed and delivered by electronic means.
- (f) Throughout SPEED, any electronic transmissions, including but not limited to any contract formation on the Portal, record-keeping through electronic means, attestations and electronic acceptances, may be relied upon by the parties, and shall have the same legal effect, as a manually executed document or acceptance as the case may be.

## Appendix 1 – Application Summary

The Pre-Project Application Summary will contain the following, but is not limited to:

- Application Name
- Applicant Address
- Project Address
- Facility Type
- Facility Owned or Leased
- Owner Approval Checkbox Checked if Leased
- Application ID
- Application Submission Date
- Participant Acceptance Date
- Required Project Completion Documentation Submission Deadline
- Version Number of Terms and Conditions
- Other Funding Received by Applicant
- Is Eligible Contractor working on Project?
- If yes, Name of Eligible Contractor
- Measure Information
  - Measure Name
  - Quantity
  - Annual Operating Hours
  - Equipment Cost
  - Labour Cost
  - Amount of Expenses Incurred before Application Submission Date
  - Estimated Emission Reduction (tonnes)
  - Estimated Energy Savings (GJ)
  - Estimated Incentive (\$)
  - Total Emissions Reduction (tonnes)
  - For Engine Upgrades, New Engines, and Air Fuel Ratio Controllers, natural gas fuel usage value to determine annual consumption based on 8,424 hours and annual hours of operation for both pre-project and post-project scenarios
  - Annual fuel savings
  - For Engine Upgrades, New Engines, and Air Fuel Ratio Controllers, exhaust emissions (to determine annual exhaust volume/mass based on average horsepower used for engine and 8,424 hours and annual hours of operation) for both pre-project and post-project scenarios:
    - NOx
    - CO
    - CO<sub>2</sub>
    - CO<sub>2e</sub>
    - CH<sub>4</sub>
  - Completed Workplan Template
- For CHP and WER-ORC Systems, a signed copy of the Alberta Utilities Commission (AUC) required Form A - Micro-generation Notice and supporting documentation as submitted to the Wire Services Provider (WSP).
- Total Energy Savings (GJ)
- Total Pre-Project Estimated Incentive (\$)

- Total Equipment Cost (\$)
- Total Labour Cost (\$)
- Total Project Cost (\$)
- Estimated Project Completion Date (MM/DD/YYYY)

**The Post-Project Application Summary will contain the following:**

- Application Name
- Application ID
- Application Area
- Measure Information
  - Measure Name
  - Quantity
  - Estimated Emissions Reduction (tonnes)
  - Estimated Energy Savings (GJ)
  - Estimated Incentive (\$)
  - Any updates to the pre-project information submitted
- Documents
  - File Name Displayed
  - Ability to View
- Total Actual Project Cost (\$)
- Total Estimated Emissions Reduction (tonnes)
- Total Estimated Energy Savings (GJ)
- Total Estimated Incentive (\$)

For CHP and WER-ORC Systems, a copy of the final interconnection and operating agreement with the interconnecting wires service provider.

## Schedule A

### 1. Participant Acceptance Form

**By accepting the below, the Participant accepts to be bound by the Participant Acceptance.** Without limiting the foregoing, the Participant confirms the following to ERA:

- (a) The Participant has reviewed the Application Summary, and represents and warrants that all information contained in the Application Summary is complete, true and accurate.
- (b) The Participant has reviewed the Terms and Conditions.
- (c) The Participant confirms that it meets the eligibility requirements to be a Participant and that the Facility meets the requirements to be an Eligible Facility.
- (d) The Participant confirms that the Measures set out in the Application Summary meet the requirements to be Eligible Measures, and that the project meets the requirement to be an Eligible Project.
- (e) The Participant has obtained or will have obtained all rights, permits, licenses and authorizations required to carry out the Eligible Project in the Eligible Facility.
- (f) If the Participant is not the owner of the Eligible Facility, then the Participant has obtained the owner's consent to carry out the Eligible Project.
- (g) The Participant has reviewed the SPEED Guidelines and understands that submitting an Application does not guarantee a Project Incentive from SPEED.

<b>PARTICIPANT</b>		
Full Legal Name		
Participant Contact Name		
Business Address		
Business Phone	City	Postal Code
<b>FACILITY INFORMATION</b> (if different from Participant address)		
Facility Name		
Facility Address (where the equipment is installed)		
Business Phone	City	Postal Code

I represent and warrant to Emissions Reduction Alberta that I have authority to bind the Participant.

## 2. Project Incentive Payment to Eligible Contractor Authorization Form

**Complete this form only if the Project Incentive should be paid to the Eligible Contractor.**

By my attestation below, the Participant directs and authorizes ERA to pay the Project Incentive directly to the Eligible Contractor named below in full discharge and satisfaction of ERA's obligation to pay the Participant Incentive. The Participant confirms that the Eligible Contractor will receive the Project Incentive payable to the Participant under the Participant Acceptance, and that the Participant will not receive the Project Incentive.

This Authorization Form may be executed and delivered by electronic means with full legal effect.

<b>PARTICIPANT</b>		
Full Legal Name		
Address		
Business Phone	City	Postal Code
<b>FACILITY INFORMATION</b> (if different from Participant address)		
Facility Name		
Facility Address (where the equipment is installed)		
Business Phone	City	Postal Code
Project Number(s)		
<b>ELIGIBLE CONTRACTOR INFORMATION</b>		
First Name	Last Name	
Company Name		
Address		
Business Phone	City	Postal Code

I represent and warrant to Emissions Reduction Alberta that I have authority to bind the Participant.

### **3. Notice Before Entering Banking Details**

When entering Banking Details in the Portal, you will be asked to enter your Payment Information for processing payment of the Participant Incentive.

You will need to confirm that the Payment Information you submit is complete and accurate. For example, if the Name on the Bank Account does not match the void cheque or direct deposit form, the banking details will be rejected. If the Name on Bank Account is different from the Payee Name on the Application, selecting the 'Name on Bank Account is Different' checkbox will allow you to edit the name to ensure it matches the verification document. Inaccurate or incomplete Payment Information may cause delays, non-payment, or misdirected payments. ERA is not responsible for any component of the Participant Incentive as a result of incomplete or inaccurate Payment Information.

Change requests to Payment Information will not be accepted once the details are submitted.

Before submitting banking details, you will also need to confirm you represent and warrant your authority to bind the Payee.