



Peak Rebate Program

Application Form

1. Applicant Information

| | | | |
|---------------------------|---|--|--|
| Applicant Name and Title: | <input type="text"/> | Company Name: | <input type="text"/> |
| E-mail Address: | <input type="text"/> | Mailing Address: | <input type="text"/> |
| Tel.: | <input type="text"/> | Preferred language for correspondence: | <input type="checkbox"/> English <input type="checkbox"/> French |
| You are applying as: | <input type="checkbox"/> A Customer <input type="checkbox"/> A Partner, on behalf of <u>one</u> customer | GST/HST Registration Number: | <input type="text"/> |

| | | | |
|---|---|---|--|
| Prior Year Participation | | What was your Application File Number? | |
| Was your project registered in last winter's program? | <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes: | <input type="text"/> |
| | | Do you wish to modify the site information below? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | Do you wish to modify the dispatch information section below? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

2. Participant and Project Site Information

| Meter # | Add | Remove | Meter Location | Estimated kW Reduction | NB Power Account # | Name on Account (if different than applicant) | Authorization Attached |
|---------|-----------------------|-----------------------|----------------|------------------------|--------------------|---|------------------------|
| | <input type="radio"/> | <input type="radio"/> | | | | | <input type="radio"/> |
| | <input type="radio"/> | <input type="radio"/> | | | | | <input type="radio"/> |
| | <input type="radio"/> | <input type="radio"/> | | | | | <input type="radio"/> |
| | <input type="radio"/> | <input type="radio"/> | | | | | <input type="radio"/> |
| | <input type="radio"/> | <input type="radio"/> | | | | | <input type="radio"/> |

Add more rows here if necessary

Briefly describe the demand reduction measures you intend to implement. For example, modify HVAC-R control (heating, ventilation or refrigeration?), use back up generator or battery, modify or halt production, etc...

3. Dispatch Information

Demand response dispatches will be sent via email. Indicate who should receive these emails. **List name, title, email and telephone**

Contact Person #1:

Contact Person #2:

Contact Person #3:

Contact Person #4:

Contact Person #5:

NB Power Use Only

| | | | |
|----------------|----------------------|--------------|----------------------|
| Approval Date: | <input type="text"/> | File number: | <input type="text"/> |
| Approved by: | <input type="text"/> | Signature: | <input type="text"/> |

DECLARATION

Instructions:

If submitting an application as a **Customer**, please review below, sign and return this as part of your application.

If submitting an application as a **Partner on behalf of a Customer**, both parties are to review below, sign individual copies and return as part of the application.

I, (Print + Signature) _____, of _____
declare that I am either the owner of the sites included in this application or I have the authorization of the listed site(s) to enter into this agreement and Program. I attest the information provided on the application is correct and confirm that I, and any and all NB Power account holders and/or their representatives, have read and understood all criteria as outlined in the Program Guide.

- I agree to abide by the terms and conditions below, and with the requirements of the Program.
- I confirm the individuals listed in Section 3 of the Application consent to receiving email communications and dispatch notifications from NB Power.
- I agree that, for each year I am enrolled into the Program, to read the current Program Guide, as posted on NB Power's website.

Terms and Conditions

- Provided the Participant fulfills the Program performance criteria as outlined in the Program Guide, NB Power will consider the Participant enrolled into the Program for the following year. However, on a year-by-year basis, the Participant is required to submit an updated Application to confirm all Project details.
- NB Power will be responsible for all costs and expenses incurred in installing an interval data meter at an approved site, if so required.
- For meter installation and/or should NB Power wish to investigate demand reduction measures, the Participant agrees to provide NB Power with reasonable and necessary access to its Site and Facilities.
- While at the Facility, NB POWER and its contractors agree to abide by NB POWER's health and safety protocol at all times; or in the case where the PARTICIPANT'S health and safety protocol is of a stricter/higher standard, the latter shall apply. The PARTICIPANT'S security requirements will be respected.
- The Participant agrees to observe and comply with all requirements of the New Brunswick Occupational Health and Safety Act during the life of the Program.
- Should a participant exit the Program before March in any given year, they forfeit any financial compensation (Performance Payment or a Reserve Payment) from NB Power.
- This Agreement will extend to and be binding upon the Parties hereto and their respective successors and assigns.
- This Agreement constitutes the entire Agreement between NB POWER and the PARTICIPANT with respect to the subject matter thereof and contains all representations, undertakings and Agreements of the Parties. No amendments or waiver of any provision thereof shall be valid unless in writing and signed by the Party against whom the same is sought to be enforced.
- Acting reasonably, either Party may terminate participation in the Program at any time.

NB Power's Rights and Obligations

NB Power's sole obligation is to pay financial assistance to the Participant at the end of the winter period as specified in the Program Guide.

NB Power reserves the right to:

- refuse or reject applications
- amend the Program at any time without notice
- terminate the Program at any time
- limit the number of sites accepted and check the eligibility of any site
- require modifications to a site
- require additional information or supporting documents
- deduct any amount owed by you or your partners, associates, shareholders or subsidiaries from the financial incentive

NB Power is not responsible for:

- any material damage resulting from the project, except in the case of intentional or gross fault
- the failure of a Demand Response notice to reach a participant due to an incorrect e-mail address or problems with the participant's computer system or third-party issues

Participant's Rights and Obligations

As the participant, you:

- agree to implement measures designed to reduce demand, but are not obligated to achieve any specific demand reduction during Demand Response events
- remain solely responsible for the project's quality, implementation and results, irrespective of any other parties involved
- agree to take up the defense of NB Power, its directors, officers, employees, subcontractors and assigns in all disputes, claims or legal proceedings pertaining directly or indirectly to the Project
- are solely responsible for staying informed of any updates to terms and conditions and therefore agree to sign up for receipt of periodic Program Guide updates
- acknowledge that any false statement may result in disqualification, the cancellation or adjustment of any financial incentive granted for the project and, if necessary, the obligation to repay the amount received
- agree to the disclosure of all project-related information for promotional purposes
- declare the site or sites have not been enrolled in any of the following NB Power programs: Surplus Energy Rate, Interruptible Energy Rate, Curtailable Power Credits, LIREPP (Large Industrial Renewable Energy Purchase Program)
- declare you are not a wholesale or residential rate customer
- shall comply with all applicable New Brunswick laws and regulations related to the project

AUTHORIZATION/COLLECTION, USE AND SHARING OF PERSONAL AND BUSINESS

INFORMATION - Personal and/or Business information on the application form is collected under Part 3, Division A of the NB Right to Information and Protection of Privacy Act for the purpose of assessing your application for participation in the Program. NB Power will take all necessary steps to maintain the privacy and confidentiality of all personal and/or business information. By confirming "I Agree" the applicant agrees that all the information provided is accurate. The applicant further agrees that NB Power is authorized to obtain any additional information necessary for the processing of this application, for Program Evaluation and Development from any source necessary. The applicant authorizes and consents to the collection of the information required for the processing of an application for participation in the Program, for Program Evaluation and Development from any such source. Such sources could include but are not limited to, Service New Brunswick, your selected electrical contractor and/or energy management service provider. The applicant also authorizes NB Power to maintain the information collected for the purpose of administering the Program. Any questions can be directed to NB Power at 1-800-663-6272 or CIDR-GDCI@nbpower.com. The applicant authorizes NB Power and consents to the sharing of the information collected in the application with an NB Power Key Account Manager and the measurement and verification consultant for the purposes of the Program. Applicants/Participants are responsible for the demand reduction measures performed either by themselves or through their contractors for purposes of participating in the Program. NB Power is in no way liable or responsible for any financial burdens or loss, for the quality of work provided to the applicant on the eligible building(s), or for the actual demand reductions achieved from implemented measures.