

NB Power's Commercial Building Retrofit Program Program Agreement

NB Power Commercial Buildings Energy Efficiency Retrofit Program

THIS INCENTIVE PROGRAM AGREEMENT made as of this _____ day of _____, 2022.

(Dated by NB Power)

BETWEEN: **New Brunswick Power Corporation**, a Crown corporation and agent of the Crown under and by virtue of the *Electricity Act*, SNB 2013, c 7, with its principal place of business at 515 King Street, PO Box 2000, Fredericton, NB, E3B 4X1, (hereinafter called "NB Power")

AND: **City of Fredericton** a body corporate, duly incorporated under and by virtue of the laws of the Province of New Brunswick, with its principal place of business at 397 Queen Street Fredericton, New Brunswick, E3B 1B5 (hereinafter called the "Participant")

WHEREAS NB Power is seeking to assist existing commercial building owners and operators in making their buildings more energy efficient; and

WHEREAS the Participant owns, operates and/or occupies a commercial building, being the Grant Harvey Centre, located at 600 Knowledge Park Drive, Fredericton, New Brunswick, E3C 0K2 and the Participant represents that the commercial building is an Eligible Facility and meets the eligibility requirements as set out in the Energy Smart Program Guide (the "Program Guide", a copy of which is attached as Schedule A and forms part of this Agreement) and the eligibility requirements as set out hereinafter set out; and

WHEREAS NB Power is willing to provide and the Participant is interested in receiving financial incentives toward the eligible costs of implementing the Eligible Measures at the Eligible Facility in the manner and upon the terms and conditions set out in the Program Guide and as hereinafter set forth; and

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein set forth, along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1 DEFINITIONS

Any capitalized term used herein and not defined shall have the meaning ascribed to such term in the Program Guide (attached as Schedule A).

2 FINANCIAL INCENTIVES

NB Power will provide financial incentives to the Participant to help offset the eligible costs of a comprehensive energy audit carried out by an approved EMSP, as well as eligible costs associated with implementing Eligible Measures in the Eligible Facility as submitted by the Participant in the prescribed Statement of Work form in the manner and upon the terms and conditions set forth herein and in the Program Guide (see attached Schedule A).

The specific financial incentives available to the Participant are generally described as:

2.1 Phase I - Energy Audit Incentive

Subject to Paragraph 3.1 below, NB Power will contribute 50% of the cost of the comprehensive energy audit (up to the maximum dollar amount shown per building class in the chart immediately below) to assist the Participant in determining the potential for implementation of Energy Efficiency Measures (“EEMs”) in the Eligible Facility:

Class I (small) < 1,394 m2 (< 15,000 ft2)	Class II (medium) 1,394 - 6,968 m2 (15,000-75,000 ft2)	Class III (large) > 6,968 m2 (75,000 ft2)
Max \$1,100	Max \$2,200	Max \$3,300

2.2 Phase II - Eligible Measures Implementation Incentive

NB Power will offer performance based financial incentives toward costs incurred by the Participant for implementation of EEMs at the Eligible Facility as recommended by the Participant’s Energy Management Service Provider (EMSP); provided that the EEMs have been pre-approved by NB Power and qualify as Eligible Measures. All EEMs chosen by the Participant for implementation must be submitted to NB Power in the Statement of Work form provided to the Participant by the EMSP. Performance based financial incentives will be calculated by NB Power as a dollar per energy unit basis of energy consumption avoidance. The unit of energy is measured in Giga-joules (GJ). The maximum EEM Implementation Incentive that may be received by the Participant is \$30/GJ saved to a maximum of \$100,000 for all building sizes. The amount of the implementation incentive payable for Eligible Measures implemented at an Eligible Facility will be determined in the sole discretion of NB Power and will be based upon energy savings to be realized as estimated by the EMSP and set out in the energy audit.

3 PAYMENT CLAIMS

3.1 Phase I - Energy Audit Incentive

Prior to the issuance of the *Energy Audit Incentive*, the Participant must comply with all of the terms and conditions contained in the [Program Guide](#), as well as those outlined herein, including:

- The Eligible Facility must be owned, operated or occupied by the Participant.
- The Eligible Facility must meet the eligibility requirements set out in the Program Guide (see Schedule A).
- The Program Agreement must be signed, witnessed, dated and returned to NB Power.
- The Participant must provide NB Power with a minimum of twelve (12) months of historical energy consumption and one month’s copy of utility bills for each energy source used in the Eligible Facility.
- The comprehensive Energy Audit must be conducted by an EMSP approved by NB Power.
(View List: <https://www.saveenergynb.ca/en/save-energy/business/commercial-buildings-retrofit-program/list-of-service-providers/>)
- The comprehensive Energy Audit Report, meeting NB Power’s requirements (as set out in the Program Guide attached as Schedule A), must be received by NB Power from the EMSP along with the completed two (2) page NB Power Summary Report Form.
- The EMSP must submit to NB Power proof of payment by the Participant for energy audit services rendered.

- h) No retrofit or upgrade work associated with the recommended EEMs outlined in the Energy Audit Report have been started at the Eligible Facility.

3.2 Phase II - Energy Efficiency Measures Implementation Incentive

Prior to the issuance of the *Energy Efficiency Measures Implementation Incentive* the Participant must comply with the requirements contained and complete the step set out in the Program Guide. In addition, the Participant agrees to comply with all of the following terms and conditions:

- a) **Inspections:** Participant agrees to provide NB Power representatives with access during normal working hours to the Eligible Facility and all records related to the implementation of Eligible Measures as reasonably requested, both pre and post retrofit, in order to verify equipment characteristics, quantities, and performance.
- b) **Option to Terminate:** If, in the opinion of NB Power, no demonstrable progress has been made toward implementing the Eligible Measures during any period of thirty six (36) months following the execution of this Agreement, NB Power retains the right to terminate the Agreement and shall be under no further obligation to make any payment to the Participant under the Agreement. If this occurs, written notice shall be issued to the Participant.
- c) **Accuracy of Savings Estimates:** Participant acknowledges that, due to the variability of factors affecting energy consumption and demand within a building and/or facility, it is not possible to predict energy conservation and demand reduction with absolute accuracy, and that by providing information in good faith concerning the benefits and energy saving strategies and by entering into this Agreement, NB Power is in no way liable or responsible for the actual energy cost avoidance realized by the Participant as a result of a retrofit project and participation in the Energy Smart Program.
- d) **No Guarantee/Warranty:** Participant acknowledges that NB Power does not endorse any particular product, system, manufacturer, consultant, contractor, supplier, or installer of products. All decisions regarding the selection, design, installation, use, and operation of equipment or system associated with the retrofit project shall be made at the sole discretion and are the sole responsibility of the Participant.
- e) **Information Requirements:** Participant agrees to provide NB Power permission to access future utility and other energy consumption data upon written request where these results and/or the energy audit results may be used for reporting quality assurance and/or promotional uses. NB Power will manage Participant information according to the requirements of the Right to Information and Protection of Privacy Act, New Brunswick ('RTIPPA')
- f) **Audit:** Payments made to the Participant by NB Power under the terms and conditions of this Agreement are subject to financial and technical audit by NB Power. Upon request by NB Power, the Participant will provide to NB Power, or its assigned representative, access to all relevant financial and technical records related to the Eligible Measures for which financial incentives were received. Such information may include, but not be limited to:
 - Financial information such as invoices, receipts and vouchers incurred by the Participant and proof of payments made to substantiate the incurring costs;
 - Technical information such as drawings, energy data, and reports required to assess the implementation and environmental performance of the EEMs and Eligible Measures; and
 - Physical access to implemented EEMs and Eligible Measures.

The Participant shall maintain proper books and records in accordance with generally accepted accounting principles. Such records shall be maintained for a period of seven (7) years from the date of this Agreement and shall be made available to NB Power for audit purposes for the same duration.

If, at any time, any discrepancy is identified between the amounts paid to the Participant by NB Power and the amounts actually payable under this Agreement, the appropriate adjustments shall be promptly made between the parties. If there has been an overpayment by NB Power, the amount of the overpayment shall constitute a debt due to NB Power and may be so recovered.

- g) Right of Set-Off: Without restricting any right of set-off given or implied by law, NB Power may set-off against any amount payable to the Participant under this Agreement, any amount payable to NB Power by the Participant under this Agreement or under any other agreement. Without restricting the generality of the foregoing, NB Power may, when making payment, deduct from the amount payable any amount which is then payable to NB Power or the Province of New Brunswick by the Participant under any agreement or otherwise, or which by virtue of the right of set-off, may be retained by NB Power.

4 PAYMENT TERMS

Subject to the terms and conditions of this Agreement, following receipt of a claim, acceptable to NB Power, NB Power will pay the Participant in accordance with the payment terms outlined in Program Guide (see Schedule A”).

5 TERM OF AGREEMENT

Subject to early termination as set out herein, the term of this Agreement will be for thirty six (36) months from the date of final signature.

6 DEFAULT

6.1 If, in the opinion of NB Power, there has been a misrepresentation or the Participant fails to proceed diligently or fails to submit the Statement of Work, or is otherwise in default in carrying out any of the terms, conditions, covenants, or obligations of this Agreement, or if the Participant becomes bankrupt or insolvent, or has a receiving order made against it (either under the *Bankruptcy and Insolvency Act* or otherwise), or a receiver is appointed, or the Participant makes an assignment for the benefit of creditors, or if an order is made or a resolution passed for the winding up of the Participant, or if the Participant takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, NB Power may, by giving notice in writing to the Participant, exercise any or all of the following remedies:

- a) Terminate the whole or any part of this Agreement;
- b) Terminate the obligation on the part of NB Power to pay any monies in respect of the Statement of Work, including monies due or accruing due; and
- c) Direct the Participant to repay forthwith all or any part of monies paid by NB Power pursuant to this Agreement and that amount is a debt due to NB Power and may be so recovered.

- 6.2** In the event of the termination of this Agreement by NB Power under paragraph 6.1, NB Power may, at its own discretion, pay to the Participant the share of the eligible costs of the Statement of Work completed to the date of termination.

7 TERMINATION

- 7.1** NB Power may give notice in writing of the specific Default to the Participant and request the latter to remedy it. If the Participant fails to remedy the specific Default within twenty (20) business days after the date of delivery of such written notice then this Agreement may be terminated immediately by further written notice of termination given by NB Power.
- 7.2** Notwithstanding the provisions herein, NB Power may terminate this Agreement by written notice to take effect immediately upon receipt of said notice by the Participant if:
- a) The Participant is found to be in Default pursuant to Section 6 of this Agreement.
 - b) NB Power does not obtain adequate funding approval from its Board of Directors;
 - c) The Energy Smart Program is terminated.

8 MISCELLANEOUS

The division of this Agreement into articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders.

9 ASSIGNMENTS NOT PERMITTED - BINDING EFFECT

- 9.1** NB Power shall be permitted, in its sole discretion and without requiring the consent of the Participant, to assign the benefits and obligations of the terms and conditions of the Agreement.
- 9.2** An assignment by NB Power, as described above, shall free and relieve NB Power, from its liabilities and obligations under this Agreement and the Participant shall look to the assignee for performance of such liabilities and obligations.
- 9.3** This Agreement shall not be assigned in whole or in part by the Participant without the prior written consent of NB Power and any assignment made without that consent is void and of no effect.

10 NO AGENCY OR PARTNERSHIP

Nothing in this Agreement shall be construed to constitute one party as an agent, associate or partner of the other party.

11 NOTICES

- 11.1** Wherever in this Agreement notice is required or permitted to be given or served by either party to or on the other, the notice shall be in writing and shall be delivered personally to the authorized designate or sent by prepaid, registered mail, or by facsimile or email addressed as set forth herein,

and each such notice shall be deemed given on the date of delivery namely three (3) days after mailing in the case of mail and two (2) hours from receipt of the facsimile transmission or email.

- 11.2** No notice may be given by mail during a real or apprehended mail strike in Canada. The specified addresses may be changed from time to time by either party by notice as above provided.

To NB Power:
New Brunswick Power Corporation
P.O. Box 2000
515 King Street
Fredericton, New Brunswick
E3B 4X1
Attention: Corporate Secretary and General Counsel

With a copy to:

New Brunswick Power Corporation
35 Charlotte Street, Suite 101
Saint John, NB E2L 2H3

To the Participant:
City of Fredericton
397 Queen Street
Fredericton, NB E3B 1B5
Attention: Bruce Good, Project Supervisor/Energy Analyst

12 MEDIA

The Participant agrees to allow NB Power to promote and/or make public announcements related to their participation in the Program. Neither party will issue or approve a news release or other public announcement concerning the transactions contemplated hereby without the prior written approval of the other party as to the contents of such announcement and its release except as required by law. Furthermore, the Participant will not, without NB Power's express prior written permission or direction, use in advertising, publicity, or otherwise, any trade name, trademark, trade device, service mark, symbol, code, or specification or any abbreviation, contraction, or simulation thereof of NB Power nor shall the Participant claim ownership therein.

13 GOVERNING LAW

- 13.1** This Agreement and any disputes shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein.

- 13.2** The Participant agrees that this Agreement supersedes any custom, usage, agreement or term implied by law to the contrary.

14 WAIVER, AMENDMENTS

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this

Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver or operate as a waiver of, or estoppel with respect to, any subsequent failure to comply, unless otherwise expressly provided.

15 ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement between the parties (Participant and NB Power) with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the parties. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty express or implied, statutory or otherwise to the other.

15.2 NB Power is under no obligation to provide payment of funds for Energy Efficiency Measures commenced or installed prior to the approval and signing of this Agreement.

16 ORDER OF INTERPRETATION

In the event of a conflict or inconsistency between the terms of this Agreement and those contained in the Schedules, then the terms of this Agreement shall prevail and govern the interpretation thereof.

17 CONTRA PROFERENTEM RULE NOT APPLICABLE

Should any provision of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it is agreed that both parties, directly or through their agents, have participated in the preparation hereof.

18 COUNTERPARTS PERMITTED

18.1 The Agreement and any amendment of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. To evidence the fact that it has executed this Agreement, each party respectively may deliver a copy of its executed counterpart to the other party by facsimile transmission or email, and together, such executed facsimile or email counterparts form a complete, executed and binding Agreement.

18.2 Words in the singular include the plural and vice versa. Words implying gender include their genders where the context so requires.

19 THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement is intended for the benefit of third persons and no third party may claim for damages or otherwise to enforce any such benefit.

20 SEVERABILITY

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

21 SURVIVAL

Any ownership, payment, confidentiality and limitation of liability provisions in this Agreement shall survive the expiration or termination of this Agreement.

22 ACKNOWLEDGEMENT

The parties acknowledge that he/she has read this Agreement and the following Schedule and that it is incorporated into and forms part of this Agreement:

- a) Schedule A - Energy Smart Program Guide

23 AUTHORITY TO EXECUTE

Each party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either party represents and warrants it has full and complete authority to do so and such party will be bound thereby.

SIGNED, SEALED & DELIVERED

In presence of:

NEW BRUNSWICK POWER CORPORATION

Date:

per:

Date:

per:

SIGNED, SEALED & DELIVERED

In presence of:

Company Name: City of Fredericton

Date:

Kate Rogers

Date:

Jennifer Lawson
City Clerk

COUNTY OF YORK

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick,
MAKE OATH AND SAY AS FOLLOWS THAT:

4. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
5. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
6. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

A Commissioner of Oaths Being a Solicitor

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Jennifer Lawson

**SCHEDULE A
COMMERCIAL BUILDINGS
RETROFIT PROGRAM**



COMMERCIAL BUILDINGS RETROFIT PROGRAM

Program Guide

Version 6.0, October 2021

Funded in part by:
Financé en partie par :
Canada

New Brunswick
Nouveau Brunswick


Énergie NB Power



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COMMERCIAL BUILDINGS RETROFIT PROGRAM GUIDE

1.0 Program Introduction

NB Power is the delivery agent for New Brunswick's energy savings programs, partially funded by NB Power and the Government of Canada through the Low Carbon Economy Leadership Fund and supported by the Government of New Brunswick. The primary objective of the Commercial Building Retrofit Program Guide is to assist owners and operators of commercial buildings to implement energy efficiency projects in order to reduce energy consumption, increase competitiveness, and produce a healthier and more comfortable workspace.

The **Commercial Building Retrofit Program** provides financial incentives to assist Commercial Buildings to identify projects and to offset the capital cost of the implementation of the eligible upgrades. These incentives are:

- a) Up to \$8,000 towards an audit to determine the potential for energy efficiency upgrades in a commercial building; and,
- b) Currently up to \$1.1 million towards the implementation of the energy efficiency upgrades chosen. The implementation funding is per gigajoule of electricity saved and based on project costs reducing non-electric fuels. This is intended for projects that have not yet been started. These incentives encourage the implementation of multiple measures in projects that would not proceed, or which would proceed on a significantly smaller scale without assistance. More details are outlined in Section 3 – Financial Incentives.

Important Note: Please do not start the retrofit project or incur costs until all parties have signed a Program Agreement and notification of approval from NB Power has been received.

Funds are allocated on a first-come, first-serve basis. NB Power reserves the right to limit the number of projects it accepts and to reject applications if analysis of the project's eligibility, and/or program requirements indicate the criteria will unlikely be satisfied, and/or the Program budget has been exceeded for the fiscal year.

2.0 Eligibility and Requirements

It is important to read all the requirements in this section. Both building types and mandatory building requirements must be met to be eligible for the program and the subject building must contain eligible measures.

2.1 Eligible Building Types

The following types of buildings are eligible:

- Commercial or institutional buildings such as, but not limited to: agricultural buildings, arenas, grocery stores, health care facilities, hotels, institutional buildings (colleges, hospitals, schools, universities, nursing homes), provincial buildings, office buildings, places of worship, recreational facilities, restaurants, retail buildings, stand-alone warehouses, water and wastewater treatment plants and pumping stations.
- Municipally owned buildings.
- Multi-unit residential buildings that have 3 or more units.
- Mixed-use commercial/residential buildings, including houses that have been modified for commercial use.
- Multi-building/national accounts, NB Power will accept multi-building owners that have similar building types such as franchisees, drug store chains, food chains, etc.
- Occupancy changes within a building. NB Power will accept any building type where a change in occupancy will be occurring during the renovation. Special audit requirements for buildings changing their occupancy type are detailed in Section 5 - Audit Requirements.
- Added capacities within a building are acceptable as long as the addition will save energy in comparison to the current common equipment that would have been installed without an energy consult. An example of adding capacity: A building currently does not have air conditioning, but energy efficient air conditioning will be added to the building post energy audit. Special audit requirements for buildings adding capacity are detailed in Section 5 - Audit Requirements.

2.2 Ineligible Building Types

The following types of buildings are not eligible for this program but may be eligible for other NB Power programs. More information can be found at <https://www.saveenergy.nb.ca/en/save-energy/>.

- Manufacturing facilities (including attached warehouses and facilities).
- Residential buildings such as houses, duplexes, and townhouses.
- Federally owned buildings.

2.3 Mandatory Building Requirements

Eligible buildings as listed in Section 2.1 must also meet other requirements as follows:

- The building must be 2 years old or more.
- The building must have a permanent address in New Brunswick.
- The organization must own, manage or lease the building.
- A one-year summary or baseline of the utility bills must be provided.
- A copy of one month's electricity bill must be provided regardless of whether a tenant is responsible for the utility bills.
- If a building is connected to another structure, the following requirements apply:
 - If the space is connected to another structure such as through a pedway or if it is served by a district heating or cooling plant, it must be clearly distinguishable as an independent unit and have a separate utility meter or a detailed engineering analysis to support the current energy use and consumption profile.
 - A building consisting of two wings with a common wall and a common heating system will be considered as one building.
 - Multiple eligible buildings served by a central heating plant with the same owner are eligible.

2.4 Eligible Measures

NB Power will accept all proven energy saving measures that have been tested and/or approved by a recognized third party such as Canadian Standards Association (CSA), the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE), the Illuminating Engineering Society of North America (IESNA) or similar organizations that lead to a reduction in energy use. To maximize potential savings and incentive amount, multiple measures in each building are required in the energy audit report. Section 5 – Audit Requirements provides further information. For measures to be eligible they need to provide energy savings. The following are some common examples that can be eligible if they will result in energy savings:

- Interior and exterior lighting including controls and light-emitting diodes (LED) fixtures.
- Building envelope, including insulation (ex: for roof, walls, and basement/slab), airgap sealing and glazing.
- Energy Management Controls Systems (EMCS), including direct digital controls (DDC), vacancy/motion sensors and smart thermostats.
- Water heating, including high-efficiency water heaters, heat pumps and solar-assisted technology.
- Motors, including high-efficiency motors and variable speed/variable frequency drives (VSD/VFD).
- Heating, Ventilation and Air-Conditioning (HVAC) systems, including chillers and boilers, economizers, control systems, variable air-volume (VAV) systems, pipe insulation, heat pumps including geoexchange projects, space heaters, air conditioners and heat recovery systems.
- Replacement equipment of commercial appliances such as commercial refrigeration equipment, dishwashers or washers and dryers.

- Renewable energy including solar, wind, biomass, and methane capture from waste streams where the energy generated will displace energy consumption currently supplied by a New Brunswick utility company.

2.5 Ineligible Measures

The following are examples of ineligible measures:

- Projects or measures that do not reduce energy consumption.
- Projects or measures that are already in progress or that have already been completed.
- Projects in new buildings or new additions to buildings. A new building is defined as a building where construction was completed less than 2 years ago.
- New or unproven technologies not yet substantiated by a recognized third party such as the Canadian Standards Association (CSA), the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE), the Illuminating Engineering Society of North America (IESNA) or similar organizations.
- Household appliances that are designed for residential use such as residential refrigerators, residential ranges, residential clothes washers and dryers, and residential dishwashers.
- Portable equipment such as lamps and desk fans.
- Electronic equipment such as desktop computers and fax machines.
- Measures which take the equipment outside its operating range and/or that can negatively impact equipment life (e.g., voltage reduction).

2.6 Mandatory Application Requirements

When submitting applications, the following information and materials must be included:

- As described in Section 4 of this guide, (Step 2) SCHEDULE YOUR ENERGY AUDIT OR FEASIBILITY STUDY: participants shall contact an Energy Management Service Provider or a Specialized Service Provider who will conduct the audit/feasibility study and will complete and submit the application form on your behalf.
- The proposed project(s) must have a simple payback period that is at least one year to be eligible for an implementation incentive; where the proposed project is defined as all recommended energy efficiency measures being implemented. Individual energy efficiency measures within the proposed project are permitted to have paybacks of less than one year and, if necessary, the eligible incentive amount will be limited to ensure that the total simple payback period is not less than one year. The simple payback per measure and the total simple payback should be detailed in the energy audit report.
- The audit may include multiple buildings, but a separate Application for each building is required.
- All implementation of approved energy efficiency projects must be completed within 18 months of the date the participant signed the Program Agreement.
 - Implementation of approved energy efficiency projects for Municipalities and Campuses must be completed within 36 months of the signed Program Agreement.
 - Municipalities and campuses are eligible to apply for implementation incentives once per year up to a maximum of three (3) implementation claims within the aforementioned 36 months.

- Buildings that have received maximum implementation incentives through the Commercial Buildings Retrofit Program and/or completed the Program are not eligible to re-apply to enter the program again in that same NB Power fiscal year, whereby the fiscal year is from April 1st to March 31st.
- If construction of approved energy efficiency measures cannot be completed within the Program Agreement timeline, then the participant must formally request an extension to the Program Agreement timeline and NB Power will determine if an extension is acceptable.
- If new energy efficiency measures that were not identified within the original audit are now of interest to the participant, NB Power will accept energy audit amendments up to 6 months prior to the Program Agreement expiration date. Alternatively, buildings having participated in this program in the past can participate again when the Program Agreement has expired.
- Audits that have been completed in the past will be accepted provided that they are no more than 3 years old however, amendments may be requested for new technologies or to reflect building changes. (If you have an audit that is older than three years please contact the NB Power Energy Efficiency Services to discuss the best path forward).

3.0 Financial Incentives

3.1 NB Power Implementation Incentives

Electricity Saving Measures

The incentive for projects reducing electricity is \$30/GJ saved, up to a maximum of \$100,000 except for heat pumps measures that replace electric baseboard heaters and LED light fixtures at \$40/GJ saved, up to a maximum of \$100,000 per fiscal year.

Non-Electricity Saving Measures

The incentive for the implementation of energy efficiency measures that reduces both non-electric fuels and Greenhouse Gas emission reductions will be paid at 25% of the total cost of the project excluding taxes but including items such as consultant fees. This incentive will be paid through the Low Carbon Economy Leadership Fund. Funding is available until **December 31, 2023** or until funds are depleted. Incentives are capped at \$1 Million per entity per fiscal year.

Measures reducing both electricity and other fuels will default to the highest energy reduction (ex. majority electric goes to 30\$ per GJ).

3.2 NB Power Audit Incentives

ASHRAE Level II Initial Audit Incentive

Class I <15,000 ft ²	Class II 15,000 – 75,000 ft ²	Class III >75,000 ft ²
* Max \$1,100	* Max \$2,200	* Max \$3,300

*50% of audit up to maximum shown

ASHRAE Level II Audit Incentive with 2 or more completed measures

Class I <15,000 ft ²	Class II 15,000 – 75,000 ft ²	Class III >75,000 ft ²
** Max \$3,000	** Max \$5,000	** Max \$8,000

**100% of audit up to maximum shown inclusive of the initial audit incentive.

3.3 Feasibility Studies

Feasibility studies themselves are not eligible for incentives. The measure(s) described/implemented in the feasibility study will be eligible for incentives.

4.0 ASHRAE Level II Requirements

Energy audits are required to meet ASHRAE Level II requirements. This shall include an onsite audit and subsequent report that investigates all building components for potential energy reduction opportunities. These measures can include but are not limited to:

- building envelope
- renewable energy (wind, solar and biomass)
- heating, ventilation, and air conditioning (HVAC)
- process equipment
- commercial kitchen equipment
- hot water
- refrigeration
- lighting/controls
- building management system
- motors
- demand control

NB Power requires the energy audit to be comprehensive so that all options can be considered and the potential to increase energy savings is made available. For example, where more efficient lights create less heat, it is required that the audit report should indicate the extent to which this affects the building's heating load in winter and cooling load in summer.

The comprehensive energy audit shall include the following:

- A written description of the physical characteristics of the building, as well as its current condition, age, and construction type.
- A description of the major existing equipment including lighting, all sources of heating and cooling, their energy consumption and fuel type as well as the manufacturer, model number, physical condition, and years of service.
- A description of the current building automation system (BAS), if applicable. This includes all systems and equipment under BAS control, vintage of the system as well as the type of control software and interface.
- A complete breakdown of the building's current energy consumption by end-use type such as lighting, space cooling, space heating, water heating, ventilation, refrigeration and plug loads.
- A complete breakdown of the building's highest monthly peak demand profile by end-use type such as ventilation heating, space heating, fan systems, pumping systems, humidifiers, etc.
- An analysis of the recommended energy saving measures and their resulting net effect on energy consumption of other systems in the building.

In support of NB Power's efforts to reduce the peak demand, the audit should describe reduction strategies and flexible load opportunities, such as, but not limited to:

- Variability of supply and return fan motor speed with variable frequency drives.
- Variability of other motor loads with variable frequency drives.
- Variability of economizer damper position.
- Short-term disabling of humidifiers; and,
- Duty cycling of non-critical electrical equipment.

The audit should describe both the current equipment and the recommended measures. The audit report needs to provide enough information for NB Power's technical staff to evaluate the proposal without requesting further details.

Include the recommended measures from the audit report that will be implemented on the Summary Report Form received in the Commercial Buildings Retrofit Program Kit.

If capacity is being added (ex: adding air conditioning during the retrofit) or the occupancy will be changed (ex: changing a building from a restaurant to apartments) a modelled approach is required. A baseline model using minimum applicable Code requirements as well as the proposed equipment model must be included in the report. All the baseline assumptions must also be submitted.

5.0 Feasibility Study Requirements

NB Power will accept a feasibility study for targeted measure(s) instead of a full energy audit where the participant opted for this path. A feasibility study is a targeted detailed description of a potential energy reduction opportunity. These measure(s) can include but are not limited to:

- building envelope
- renewable energy (wind, solar and biomass)
- heating, ventilation, and air conditioning (HVAC)
- process equipment
- commercial kitchen equipment
- hot water
- refrigeration
- lighting/controls
- building management system
- motors
- demand control

NB Power requires the feasibility study to indicate energy savings, estimated costs, annual savings in dollars and greenhouse gas reductions. Where applicable interactive effects will need to be considered, for example, where more efficient lights create less heat, it is required that the feasibility study should indicate the extent to which this affects the building's heating load in winter and cooling load in summer.

The feasibility study shall include the following:

- An analysis of the recommended energy saving measure(s) and their resulting net effect on energy consumption of other systems in the building.
- Additional energy audit requirements from section 4.0 where relevant to the type of measure proposed. For example, measures impacting heating will need to determine the existing heating end use and may require a model.

The feasibility study should describe both the current equipment and the recommended measure(s). The feasibility study needs to provide enough information for NB Power's technical staff to evaluate the proposal without requesting further details.

6.0 Program Steps

Step 1 Contact an NB Power Commercial Technical Energy Advisor

NB Power Commercial Technical Energy Advisors will provide guidance throughout the Commercial Buildings Retrofit Program process. Contact NB Power at 1 800 663-6272 option 5 or by email CEES-SEEC@nbpower.com.

Step 2 Schedule your Energy Audit or Feasibility Study

Contact an approved Energy Management Service Provider (EMSP) or Specialized Service Provider (SSP) to schedule an energy audit or feasibility study. The EMSP/SSP will perform the audit/feasibility study, discuss potential projects with you, prepare an audit report/feasibility study and submit an application on your behalf to NB Power. See our website for a list of qualified EMSPs that have successfully entered our program and a list of questions to ask EMSPs.

(<https://www.saveenergynb.ca/en/save-energy/commercial/commercial-buildings-retrofit-program/list-of-service-providers/>)

Feasibility studies can be provided by the same approved energy auditors, our EMSPs. Alternately, the studies can also be provided by approved Specialized Service providers (SSPs). To find a SSP or become one please contact NB Power staff at CEES-SEEC@nbpower.com.

It is the Participant's responsibility as the applicant to ensure that the professional selected has the necessary training, credentials and experience. Retaining the services of a competent energy professional throughout the project will help realize the estimated energy savings.

EMSP Qualifications:

Either a Professional Engineer (P Eng), a Professional Technologist (P Tech), a Certified Engineering Technologist (CET), an Architect or a Certified Energy Manager (CEM) must perform the energy audit; this individual must have at least two years' experience evaluating energy systems in commercial buildings.

An Engineer-In-Training under the supervision of a P Eng., a P Tech or a CET with the two years' experience is acceptable, but the supervisor must certify and sign the audit report.

SSP Qualifications:

Either a Professional Engineer (P Eng), a Professional Technologist (P Tech), a Certified Engineering Technologist (CET), an Architect, a Certified Energy Manager (CEM) or a Red Seal trades person must perform the feasibility study; this individual must have at least two years of specialized experience in the measure outlined in the feasibility study. An Engineer-In-Training under the supervision of a P Eng., a P Tech or a CET with the two years' experience is acceptable, but the supervisor must certify and sign the feasibility study.

Step 3 Submit Program Agreement

The Commercial Buildings Retrofit Program documents will be sent by email to the Participant once NB Power receives the program application. All necessary forms and information required to successfully participate in the program will be found in this email.

Please return to NB Power:

Program Agreement: sign and return a copy to NB Power to CEES-SEEC@nbpower.com

After the EMSP has submitted proof of payment, the ASHRAE Level II audit rebate will be issued within 60 days. Acceptable proof of payment is a copy of a paid invoice or a submittal by the EMSP indicating the audit amount and that the participant has paid the EMSP in full.

NB Power requires that a signed Program Agreement and the Audit Report be sent to NB Power before an audit incentive payment is issued. If payment has not been received and a signed Program Agreement has been submitted, please contact your EMSP. See Section 3.1 for a detailed look at audit incentives available.

Step 4 Submit the Statement of Work

Once the audit report/feasibility study has been received, the Statement of Work can be submitted to NB Power.

The audit report/feasibility study provides detailed information on potential energy efficiency projects along with their estimated costs, energy savings, and an estimate of the time it will take for the investment to be paid back as a result of energy savings.

The Statement of Work documents the energy efficiency projects that will be implemented. When the decision has been made to go ahead with some, or all, of the recommended measures in the audit report/feasibility study, enter these in the Statement of Work.

Please send NB Power:

Statement of Work Form. This form is one of the documents sent to you by the Commercial Buildings Retrofit Program Staff. It will inform NB Power of the measures that will be implemented to upgrade the building's level of energy efficiency.

Once the measures have been selected, complete the Statement of Work form indicating the intended projects and email a signed copy to NB Power for approval at CEES-SEEC@nbpower.com

Step 5 Receive Approval to Get Started

NB Power will review the completed Statement of Work. A notification will be sent when the projects have been approved. Once the approval from NB Power is received, the participant can commence implementation of the energy efficiency measure upgrades.

Important: No project work can begin prior to receiving approval of the Statement of Work from NB Power program staff.

Step 6 Submit Request for Payment

At this point, the chosen upgrade(s) have been completed. Congratulations. Now it is time to request the incentive payment.

Please send NB Power:

Request for Payment Form. This form is the document sent to you by the Commercial Buildings Retrofit Program Staff. It will describe the work that was completed. Complete and email a signed Request for Payment form along with copies of invoices, receipts, along with key shop drawings or technical data sheets etc. to NB Power at CEES-SEEC@nbpower.com

Note that the construction costs should not include taxes for the purposes of calculating Low Carbon Economy Leadership Fund incentives but can include associated costs such as consultant fees.

Step 7 Site Visit

A member of NB Power's staff may perform a site visit to confirm the installation of the energy efficiency measures.

Step 8 Receive Incentive Payment

Once NB Power has approved your Request for Payment, the incentive for your energy efficient upgrades will be issued within 60 days of NB Power receiving the claim and invoices, along with key shop drawings or technical data sheets.

7.0 Get Started

If you still have questions about the Commercial Buildings Retrofit Program after reading this guide, please contact us at:

1-800-663-6272, press 5 (Toll-Free)

CEES-SEEC@nbpower.com

[Commercial Buildings Retrofit Program \(saveenergynb.ca\)](http://saveenergynb.ca)