



# Energy Efficiency Program – Energy Management System (EMS)

## Participant's Guide

## Business and Major Industries Markets

### Energy Management System Grant



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## Imagining Energy Differently

Under its Global Energy Efficiency Plan, Énergir offers customers grants to help them optimize their energy use and improve their natural gas energy productivity.

This Participant's Guide outlines the procedures and eligibility criteria for customers seeking a grant to implement an energy management system.

Énergir encourages participants to submit their applications and the supporting documents electronically. For inquiries about the status of a file, contact: [efficaciteenergetique@energir.com](mailto:efficaciteenergetique@energir.com)

### For more information, please consult:

- Your Énergir advisor or representative
- Engineers in Énergir's DATECH group
- [The program web page](#)

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## EMS Program Description and Objectives

### Program Objectives and Benefits

The primary objective of the Program is to ensure the implementation or optimization of an Energy Management System (EMS) through the acquisition or transfer of knowledge and expertise. It aims to ensure that Participants become fully self-sufficient in running the EMS and embedding it in their organizational culture. The success of this process depends on collaboration between management and staff—a key factor in ensuring the EMS's effectiveness and longevity.

#### An EMS enables Participants to:

- Accurately determine the energy performance of their processes, systems and equipment
- Detect and promptly address variances in natural gas or derived energy consumption
- Generate operational energy savings

This Participant's Guide is drafted in French. An English version may be made available for convenience purposes only. In the event of any discrepancy, inconsistency or divergence between the French and English versions of this Participant's Guide, the French version shall prevail.

### Scope of the Guide

This Guide describes the main Program requirements that Participants must comply with, the Financial Assistance offered, and the conditions and commitments applicable to the Participant, Énergir and the Partner, where applicable.

For more information about the EMS Program, visit [Énergir's website](https://energir.com/en/business/energy-efficiency/energy-efficiency-programs/systeme-gestion-energie)<sup>1</sup> or contact your Énergir advisor or sales representative.

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<sup>1</sup> <https://energir.com/en/business/energy-efficiency/energy-efficiency-programs/systeme-gestion-energie>

## Definitions

In this Participant's Guide and all related documents, the following capitalized terms have the meanings defined below, unless the context indicates otherwise.

### Service Agreement

Any contract entered into with Énergir for natural gas service and delivery in accordance with the terms of Énergir's Conditions of Service and Tariff.

### Financial Assistance

Also referred to as a grant. The amount established and paid by Énergir under the Program.

### Diagnostic Analysis

An analysis aimed at establishing a picture of the current energy situation and determining the optimal strategy for implementing or improving the EMS or EMIS.

### Notice of Interest

The form entitled "Notice of Interest" that the Participant has completed and submitted to Énergir to express their interest in participating in the Program.

### Energy Committee

A group composed of staff members representing different areas of activity at the Site (technical, maintenance, production, etc.) as well as managers, whose role is to implement the EMS, foster a culture of continuous improvement, coordinate and monitor actions related to energy performance, and communicate Results. This committee is led by the Energy Manager (also referred to as the Energy Committee Lead). Under ISO 50001, this committee is referred to as the "energy management team."

### Baseline Natural Gas Consumption

The annual natural gas consumption within the Project's EMS boundary, derived from the energy model calculation for the monitoring period, as defined in Énergir's Measurement and Verification Technical Guide.

### Energy Consultant

A company specializing in energy management that provides the expertise and know-how to ensure the implementation and longevity of the EMS.

Under ISO 50001, the Energy Consultant is called the "energy management expert (EME)."

### ISO 50001 Certification

Certification issued by an accredited body under ISO 50001, which provides a structured framework for implementing an Energy Management System (EMS) at the Participant's Site.

### Énergir Contract

An agreement signed by the Participant and Énergir to carry out a Project under the Program.

### Eligible Costs

All costs necessary to carry out the Project that are eligible for Financial Assistance.

### Project Start Date

The date corresponding to the signing of the Énergir Contract under the Energy Management System Program.

### Project End Date

A date no more than 75 months after the Project Start Date.

### Natural Gas Savings

Natural gas savings corresponding to the difference between the Baseline Natural Gas Consumption and the actual natural gas consumption observed during the monitoring period covered by the Energy Savings Report – Natural Gas Section.

### Participant's Guide

This document, which describes in particular the requirements for obtaining Financial Assistance under the Program.

### Internal Workforce

Employees of the Participant, including the Energy Manager and members of the Energy Committee carrying out tasks related to the Project. Internal Labour costs must be accompanied by a description of the activities performed, the number of hours and the hourly rate.

### External Workforce

Any person not employed by the Participant who is engaged on a temporary or contractual basis to carry out tasks related to the Project.

### Measurement and Verification

The process of planning, measuring, analyzing and modelling the consumption of all energy sources used at the Site, as well as productivity before and after the Work. It relies on measurement instruments provided for this purpose and includes the collection of consumption, production or any other required data.

### Energy Efficiency Measure

A measure aimed at improving the energy performance of a Site, process, piece of equipment or system in order to reduce natural gas consumption in the production of the same good or service. Under ISO 50001, this is referred to as “energy performance improvement actions.”

### Granting Agencies

Government bodies that provide financial assistance for the implementation of Energy Efficiency Measures.

### Partner

An engineering consulting firm, or a body accredited to carry out and issue ISO 50001 Certification, established in Québec and holding a Québec Enterprise Number (NEQ), duly authorized in writing by the Participant to support them under the Program.

### Participant

A legal entity holding a Québec Enterprise Number (NEQ) that carries out industrial activities at eligible Sites located in Québec that it owns, operates or occupies, and that submits a Project to Énergir under the Program.

### Energy Policy

A formal statement by the Participant's senior management of its intentions, general initiatives and commitments relating to the energy performance of a Site that is the subject of a Project.

### Program

Énergir's Energy Management System (EMS) Program for the development, implementation or optimization of an energy management system, providing for the payment of Financial Assistance to Participants who carry out a Project in accordance with the requirements set out in this Participant's Guide, the Énergir Contract and its appendices.

### Project

All eligible Work that the Participant commits to carrying out, aimed at improving energy productivity, in particular through the development, implementation or optimization of an eligible EMS and EMIS.

### Results

Eligible Natural Gas Savings achieved and Eligible Costs incurred in carrying out the Project.

### Energy Management System (EMS)

A set of structured practices and processes aimed at continuously improving energy performance and Natural Gas Savings. The EMS includes establishing measurable objectives, planning and implementing Energy Efficiency Measures, and monitoring and analyzing Results to ensure the longevity of energy gains.

### Energy Management Information System (EMIS)

A set of tools used to continuously collect and structure data on natural gas consumption—as well as any other relevant data affecting the monitoring of natural gas consumption—at the Site covered by a Project, in order to make that data useful for day-to-day management and operations. The EMIS includes permanent Measurement and Verification equipment, data collection methods, archiving systems, and data analysis and visualization tools.

### Site

A physical location with an Énergir Service Agreement consuming a minimum of 2 Mm<sup>3</sup> of natural gas per year, occupied by facilities dedicated, in whole or in part, to one or more industrial activities and operated by a single Participant. These activities may include the manufacturing, assembly or processing of goods or commodities, or the extraction of raw materials. A Site may comprise several buildings or functional areas, provided they are operated by the same Participant.

### Work

All activities leading to the carrying out of a Project.

### Significant Energy Use (SEU)

A mode or type of energy use (e.g., a process, piece of equipment, production line or auxiliary system) that accounts for a significant portion of natural gas consumption or has considerable potential to improve energy performance.

## 1 – Eligibility and Responsibilities

Any Participant wishing to obtain Financial Assistance to carry out a Project at a Site must comply with all Program requirements, as must any Partner wishing to support the Participant.

Launched in 2019, the Energy Management System (EMS) Program was modified on February 25, 2026, to incorporate new objectives, terms and conditions. It is now known as the EMS Program. Transitional terms and conditions are presented in section 2.2 of this Participant's Guide.

Participants may not submit applications for an EMS to other Granting Agencies under this Program.

### 1.1 Participant Responsibilities

The Participant must complete the *Participant's File* and any other documents required by the Program and submit them to Énergir.

In all cases, the Participant is solely responsible for:

- The data entered in the documents they or their Partner submit to Énergir
- Carrying out the Project in accordance with Program requirements

### 1.2 Partner Responsibilities

The Participant may authorize a Partner to complete the required documents on their behalf and submit them to Énergir.

Where applicable, the Partner is responsible for submitting to Énergir the Consent Form duly completed and signed by the Participant.

The Partner is required to ensure the accuracy of the information submitted to Énergir and to confirm that this information has been communicated to the Participant.

The Partner is responsible for:

- Having a thorough command of EMS best practices
- Effectively communicating EMS best practices to the Participant
- Fostering the Participant's autonomy in operating their EMS
- Where applicable, accurately documenting Natural Gas Savings in accordance with the framework established by Énergir's Measurement and Verification Technical Guide, enabling annual monitoring of Site performance

### 1.3 Communication

Énergir may at any time contact the Participant or Partner to verify information submitted in connection with a Project. Énergir may also inform either party of the status and processing of a Financial Assistance application, regardless of which party completed and submitted it.

### 1.4 Eligible Sites

a) To be eligible, Sites covered by a Project must meet each of the following requirements at the time of submitting the *Participant's File*:

- Be an Énergir customer, or in the process of becoming one

- *Be located in Québec*
- *Be dedicated to activities in the industrial markets*
- *Have an annual natural gas consumption of at least 2,000,000 m<sup>3</sup><sup>2</sup>*

## 1.5 Eligible Projects

To be eligible under the EMS Program, a Project must meet **each** of the following requirements:

- a) Be submitted to Énergir by means of the *Participant's File*, accompanied by the documents described in section 3,
- b) and be approved by Énergir prior to its implementation
- c) Aim to implement or improve an EMS and, where applicable, implement or improve an EMIS and, where applicable, obtain ISO 50001 Certification
- d) Aim to implement operational Energy Efficiency Measures
- e) Target a single Site
- f) Target one or more Significant Energy Uses whose total natural gas consumption represents **at least 40%** of the Site's total natural gas consumption
- g) In the case of a new facility: target processes, equipment, production lines or auxiliary systems that are in operation and for which at least 12 months of natural gas consumption data prior to the Project Start Date is available, these elements constituting SEUs

### A Project is not eligible if it:

- Targets a Site that has already participated in the EMS Program since February 25, 2026
- Benefits from Financial Assistance from a Granting Agency other than Énergir under this Program
- Is required for compliance with Québec or Canadian laws, regulations or standards
- Has a negative impact on health, safety or the environment
- Contravenes a law or regulation

### Project Duration

The Project must span a maximum period of 75 months from the Project Start Date.

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<sup>2</sup> Upon exclusive approval from Énergir, certain buildings with annual natural gas consumption of less than 2,000,000 m<sup>3</sup> may be eligible.

## 1.6 Eligible Measures

Energy Efficiency Measures arising from the operational improvement of industrial equipment, systems or processes, without reducing the service rendered or production output or their quality, are eligible under the Program.

## 1.7 Ineligible Measures

The following are not eligible under the Program:

- Any measure involving a capital investment
- Any measure that does not target operational improvements to energy performance, including equipment replacement measures
- Any measure eligible under another Énergir program
- Energy Efficiency Measures that generate savings through a change or reduction in service or production quality
- Any measure arising from an energy source conversion

## 2 – Financial Assistance

### 2.1 Description of Financial Assistance

The EMS Program offers Participants:

- Financial Assistance covering up to 75% of Eligible Costs for each of the following activities:
  - *Carrying out a **Diagnostic Analysis***
  - *Implementing an **EMS** and, where applicable, an **EMIS***
  - ***Measurement and Verification** activities*
  - *Hiring an **Energy Consultant***
- A performance incentive for any eligible **Energy Efficiency Measure** implemented as part of an EMS

Once the Participant has submitted a Financial Assistance application to Énergir, the Financial Assistance that Énergir will pay for the Project implementation phase is established according to the envelopes described below, up to a maximum of \$175,000.

Financial Assistance is structured as follows:

<b>Implementation phase</b> <b>Up to \$175,000</b>	Diagnostic Analysis	Up to \$20,000
	EMS implementation	Up to \$70,000
	EMIS implementation	Up to \$70,000
	<b>The total of the above three items must not exceed \$125,000.</b>	
	Measurement and Verification	Up to \$5,000 per 12-month period, for each Energy Savings Report – Natural Gas Section submitted, for a total of \$25,000 over five (5) years
	Energy Consultant	Up to \$25,000
<b>Performance incentive</b>		<b>Financial Assistance:</b> \$0.50/m <sup>3</sup> of natural gas saved, up to a maximum of \$1,000,000 for the duration of the Project

#### 2.1.1 Advance Financial Assistance

- Advance Financial Assistance may be paid for Eligible Costs of the implementation phase, conditional on compliance with all Program eligibility requirements at the time of submitting the *Participant’s File*.
- The maximum amount of Advance Financial Assistance is \$25,000.

- Eligible Costs covering the amount of Advance Financial Assistance must be submitted no later than at the time of submitting the Progress Report deliverable.
- Prior to paying any Financial Assistance, Énergir will determine the remaining balance of Advance Financial Assistance after deducting Eligible Costs submitted.
- No Financial Assistance will be paid for eligible activities until the remaining balance of Advance Financial Assistance has been exhausted.

### **2.1.2 Performance Incentive**

To obtain the performance incentive for eligible Energy Efficiency Measures, the Participant must annually complete and submit to Énergir an Energy Savings Report – Natural Gas Section, in accordance with the Measurement and Verification Technical Guide provided by Énergir.

This incentive is paid following acceptance of a compliant report.

The Participant must submit:

- One (1) Energy Savings Report – Natural Gas Section per 12-month period, on each anniversary date following the first report
- A minimum of four (4) and a maximum of five (5) Natural Gas Savings Reports for the duration of the Project

The performance incentive paid by Énergir under the Program corresponds to \$0.50/m<sup>3</sup> for each cubic metre of natural gas saved, up to a maximum of \$1,000,000 for the duration of the Project.

Only cubic metres of natural gas saved during the year covered by the Natural Gas Savings Report, subject to its approval by Énergir, will be counted.

## **2.2 Transition Rules**

- Any Participant who received Financial Assistance before February 25, 2026, in accordance with the terms of the previous version of the Program, may, with Énergir’s authorization, participate in the present Program.
- Financial Assistance amounts already paid under the previous version of the Program for a Project will be deducted from the Financial Assistance amount applicable to each implementation phase category indicated in the Financial Assistance table (see section 2.1), where applicable.
- The performance incentive is not available for measures implemented before the Project Start Date.

## **2.3 Eligible and Ineligible Costs for Financial Assistance**

Eligible Costs are presented in the following table.

*Eligible Costs exclude GST and QST.*

For each Project year, Eligible Costs related to natural gas consumption must have been incurred during the relevant period. Eligible Costs are presented in the following table.

Eligible Costs	
<b>Diagnostic Analysis</b>	<ul style="list-style-type: none"> <li>• Partner fees</li> <li>• Internal Workforce costs</li> <li>• Any other Internal or External Workforce expense directly related to carrying out a Diagnostic Analysis, as approved by Énergir</li> </ul>
<b>EMS Implementation</b>	<ul style="list-style-type: none"> <li>• Training costs for relevant Internal Workforce carrying out tasks related to the Project</li> <li>• Costs related to Energy Committee meetings and resulting activities</li> <li>• Internal Workforce costs for tasks related to the development, implementation or optimization of the EMS, or the management of EMS implementation</li> <li>• Consulting costs necessary to establish EMS-related activities at a Site and to ensure genuine ownership and autonomy of the Internal Workforce for EMS-related activities</li> <li>• Internal and External Workforce costs related to establishing the energy baseline and energy modelling of the Site</li> <li>• ISO 50001 Certification costs, including annual audits, if the Participant obtains ISO 50001 Certification before month 63 of the Project</li> </ul>
<b>EMIS Implementation</b>	<ul style="list-style-type: none"> <li>• Purchase costs for permanent equipment related to Measurement and Verification and the processes required to monitor natural gas-specific energy performance indicators</li> <li>• Internal and External Workforce costs for the installation and maintenance of permanent Measurement and Verification equipment, including used equipment</li> <li>• Costs related to the purchase, installation and maintenance of required tools, including data processing and visualization software, as well as programming costs required to retain data from Measurement and Verification activities and convert it into useful data</li> </ul>
<b>Measurement and Verification</b>	<ul style="list-style-type: none"> <li>• Internal and External Workforce costs dedicated to preparing the Energy Savings Report – Natural Gas Section, including activities related to the Measurement and Verification of eligible Natural Gas Savings</li> </ul>

<b>Eligible Costs</b>	
<b>Energy Consultant<sup>a</sup></b>	External costs related to: <ul style="list-style-type: none"> <li>Knowledge and skills transfer to the Participant</li> <li>Training in best practices and support for establishing the Energy Committee</li> <li>Guidance and support for the launch of the Energy Committee’s first meetings</li> <li>Any activity aimed at the Participant’s progressive assumption of responsibility for the EMS, ensuring the development of their autonomy</li> </ul>
<b>Any other cost that Énergir deems justified and approves</b>	

*a Expenses related to Diagnostic Analysis activities and Measurement and Verification activities are excluded from this envelope.*

### **Ineligible Costs**

The following are not eligible:

- Costs eligible under any other Énergir program
- Costs of implementing non-operational measures
- Costs not associated with EMS and EMIS implementation, Diagnostic Analysis, or the Measurement and Verification of operational measures
- Costs of measuring an energy efficiency project not associated with the EMS
- Administrative costs associated with the Project
- Costs incurred and services and Work performed before the Project Start Date or, where applicable, before the date of submission of the Notice of Interest

### 3 – Steps for Obtaining Financial Assistance and Deliverables

The following are the main Program milestones, corresponding to the key moments at which the Participant must submit documents to Énergir and Financial Assistance is paid.

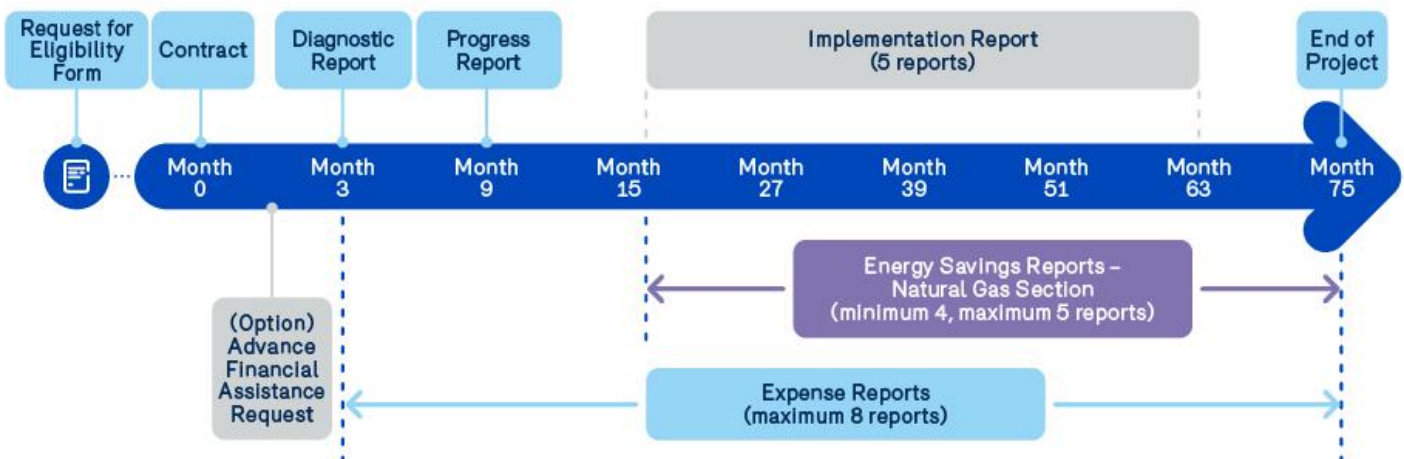
#### IMPORTANT NOTES:

The first Energy Savings Report – Natural Gas Section may be submitted as of month 15. Subsequent reports must be submitted on each anniversary date following the first report, for a minimum of four (4) and a maximum of five (5) reports up to month 75.

Each Natural Gas Savings Report must be completed in accordance with the Measurement and Verification Technical Guide provided by Énergir and the Measurement and Verification Report Template provided by Énergir. It must be duly verified and signed by an engineer who is a member of the *Ordre des ingénieurs du Québec* and holds either the Certified Measurement and Verification Professional (CMVP) certification from the Association of Energy Engineers (AEE), the Performance Measurement and Verification Analyst (IPMVP-PMVA) certification from the Efficiency Valuation Organization (EVO), or any equivalent certification approved by Énergir, and who has completed advanced Measurement and Verification training relevant to energy management. Each report must be accompanied by all supporting documents. If everything is in order, Énergir will pay the Financial Assistance for the performance incentive in accordance with the terms set out in this Participant’s Guide.

The Participant must consult section 4 below on the taxation, invoicing and payment of Financial Assistance each time they submit a Financial Assistance payment request.

#### EMS Project Milestones



**IMPORTANT:** The project ends 75 months after the Project Start Date. A minimum of 4 and a maximum of 5 Energy Savings Reports – Natural Gas Section are permitted for the duration of the project. No Energy Savings Reports – Natural Gas Section will be accepted after the Project End Date.

## Implementation and Financial Assistance Payment Steps

### Step 1

#### Project Preparation and Eligibility Application

##### The Participant:

Downloads the *Participant's File – Energy Management System Program*, which contains the following tabs:

- *Request for Eligibility Form*
- *Advance Financial Assistance Payment Request Form*
- *Financial Assistance Calculation Forms*
- Completes the Request for Eligibility Form and submits it to Énergir at the following address:  
[efficaciteenergetique@energir.com](mailto:efficaciteenergetique@energir.com)
- Reviews the Participant's Guide and its appendices

### Step 2

#### Financial Assistance Application Analysis

##### Énergir:

- Analyzes the Financial Assistance Application based on the eligibility criteria
- Confirms by email the acceptance, where applicable, of the Registration Form and sends the Contract to the Participant for signature

### Step 3

#### Contract Signing and Project Launch

##### The Participant:

- Reviews, completes and signs the Contract and its appendices
- Emails the signed Contract and its appendix to Énergir

### Step 3 (cont.)

#### Énergir:

- Signs the Contract and sends it to the Participant
- Sends the Advance Financial Assistance Payment Request Form to the Participant
- Sends a template of the *Detailed List of Deliverables*, which includes among others the following tabs:
  - *Diagnostic Analysis Report*
  - *Progress Report*
  - *Implementation Reports*
  - *Expense Reports*
  - *Energy Savings Report – Natural Gas Section*
- Sends the *Measurement and Verification Technical Guide* outlining the methods and calculation requirements for Natural Gas Savings
- Sends the Measurement and Verification Report Template

### Step 4 (optional)

#### Advance Financial Assistance Request (if the Participant wishes to receive Advance Financial Assistance)

##### The Participant:

- Completes the *Advance Financial Assistance Payment Request Form* and submits it to Énergir at [efficaciteenergetique@energir.com](mailto:efficaciteenergetique@energir.com), including service proposals where applicable
  - *If the Participant has already submitted a Notice of Interest to Énergir, it must still complete the Advance Financial Assistance Payment Request Form if it wishes to receive Advance Financial Assistance.*

##### Énergir:

- Reviews the Advance Financial Assistance application
- Informs the Participant of the approved amount by means of an approval email
- Pays the Advance Financial Assistance if everything is in order

## Step 5

### EMS Diagnostic Analysis – Month 3

The Participant must submit the following deliverables to Énergir no later than three (3) months after the Project Start Date (see templates provided by Énergir):

- The *Financial Assistance Calculation* Form, updated at month 3 (included in the *Participant's File*)
- The **Diagnostic Analysis Report**, duly verified and signed by an engineer who is a member of the *Ordre des ingénieurs du Québec* and holds the 50001 Certified Professional certification from the
- Association of Energy Engineers (AEE) or any equivalent certification approved by Énergir. The report must also be signed by an authorized member of the Participant's senior management
- The Expense Report and associated supporting documents
- Any other document that Énergir deems necessary and requires

#### Énergir:

- Assesses the compliance of the deliverables
- Determines the Financial Assistance amount to be paid
- Pays the Financial Assistance or adjusts the remaining balance of the Advance Financial Assistance, where applicable

## Step 6

### EMS Progress Report – Month 9

The Participant must submit the following deliverables to Énergir no later than nine (9) months after the Project Start Date (see templates provided by Énergir):

- The *Financial Assistance Calculation* Form, updated at month 9 (included in the *Participant's File*)
- The **Progress Report**, duly verified and signed by an engineer who is a member of the *Ordre des ingénieurs du Québec* and holds the 50001 Certified Professional certification from the Association of Energy Engineers (AEE). The report must also be signed by an authorized member of the Participant's senior management
- The updated Expense Report and supporting documents
- Any other document that Énergir deems necessary

#### Énergir:

- Assesses the compliance of the deliverables
- Determines the Financial Assistance amount to be paid
- Pays the Financial Assistance or adjusts the remaining balance of the Advance Financial Assistance, where applicable

## Step 7

### EMS Implementation – Month 15

The Participant must submit the following deliverables to Énergir no later than fifteen (15) months after the Project Start Date (see templates provided by Énergir):

- The *Financial Assistance Calculation* Form, updated at month 15 (included in the *Participant's File*)
- **The Month 15 Implementation Report**, duly verified and signed by an engineer who is a member of the *Ordre des ingénieurs du Québec* and holds the 50001 Certified Professional certification from the Association of Energy Engineers (AEE). The report must also be signed by an authorized member of the Participant's senior management
- The Expense Report and associated supporting documents
- A copy of the service request form submitted to the accredited body for ISO 50001 system certification, and a copy of its ISO 50001 certificate (where applicable)
- Any other document that Énergir deems necessary

#### Énergir:

- Assesses the compliance of the deliverables
- Determines the Financial Assistance amount to be paid
- Pays the Financial Assistance or adjusts the remaining balance of the Advance Financial Assistance, where applicable

## Step 8

### EMS Implementation – Month 27

The Participant must submit the following deliverables to Énergir no later than twenty-seven (27) months after the Project Start Date (see templates provided by Énergir):

- The *Financial Assistance Calculation* Form, updated at month 27 (included in the *Participant's File*)
- The updated **Month 27 Implementation Report**, duly verified and signed by an engineer who is a member of the *Ordre des ingénieurs du Québec* and holds the 50001 Certified Professional certification from the Association of Energy Engineers (AEE). The report must also be signed by an authorized member of the Participant's senior management
- The Financial Assistance Calculation Form, updated at month 27 (included in the *Participant's File*)
- The updated annual Expense Report and supporting documents
- A copy of the service request form submitted to the accredited body for ISO 50001 system certification, and a copy of its ISO 50001 certificate, where applicable
- Any other document that Énergir deems necessary

## Step 8 (cont.)

### Énergir:

- Assesses the compliance of the deliverables
- Determines the Financial Assistance amount to be paid
- Pays the Financial Assistance or adjusts the remaining balance of the Advance Financial Assistance, where applicable

## Step 9

### EMS Implementation: Months 39, 51 and 63

The Participant must submit the following deliverables to Énergir no later than thirty-nine (39), fifty-one (51) and sixty-three (63) months after the Project Start Date (see templates provided by Énergir):

- The *Financial Assistance Calculation Form*, updated at month 39, 51 and 63 (included in the **Participant's File**)
- The updated Implementation Reports for months 39, 51 and 63, duly verified and signed by an engineer who is a member of the *Ordre des ingénieurs du Québec* and holds the 50001 Certified Professional certification from the Association of Energy Engineers (AEE). Each report must also be signed by an authorized member of the Participant's senior management
- The updated annual Expense Report and associated supporting documents
- Any other document that Énergir deems necessary

### Énergir:

- Assesses the compliance of the deliverables
- Determines the Financial Assistance amount to be paid
- Pays the Financial Assistance or adjusts the remaining balance of the Advance Financial Assistance, where applicable

## Step 10

### Final Energy Savings Report – Natural Gas Section

The final Energy Savings Report – Natural Gas Section must be submitted to Énergir no later than seventy-five (75) months after the Project Start Date. It must be accompanied by the following deliverables (see templates provided by Énergir):

- The updated Financial Assistance Calculation Form (included in the *Participant's File*)
- The updated annual Expense Report and associated supporting documents, where applicable
- Any other document that Énergir deems necessary

#### Énergir:

- Assesses the compliance of the deliverables
- Determines and pays the approved Financial Assistance amount

## 4 – Taxation, Invoicing and Payment of Financial Assistance

The Participant agrees to comply with applicable tax laws. Without limiting the generality of the foregoing, this section briefly describes, for information purposes, certain tax considerations to be taken into account under the Program. It is the Participant's responsibility to comply with applicable tax laws, not limited to the tax considerations set out below. The Participant should consult their tax advisor or the relevant tax authorities as needed. The determination of tax status, for income tax and consumption tax purposes, is entirely the Participant's responsibility. Énergir cannot be held liable for an incorrect determination of tax status.

For example, for income tax purposes, Financial Assistance is considered an incentive payment that should, as applicable, reduce the cost of a capital asset, reduce the cost of an expense or constitute income.

Financial Assistance payments made by Énergir under the Program are generally subject to the Goods and Services Tax (GST) and the Québec Sales Tax (QST), unless the Participant does not carry on commercial activities under these tax regimes.

Énergir does not reimburse taxes recoverable by the Participant in relation to Eligible Costs. The Participant must adjust their invoices accordingly.

### FINANCIAL ASSISTANCE INVOICING

To the extent that their Project meets the Program requirements, the Participant must submit to Énergir an invoice compliant with the requirements of the *Excise Tax Act* and the *Act respecting the Québec sales tax*.

The Participant must use their accounting system to receive the Financial Assistance.

This invoice must contain the information required by the regulations under the *Excise Tax Act* and the *Act respecting the Québec sales tax*, such as:

- 1) The Participant's legal name
- 2) The invoice date
- 3) The total amount of Financial Assistance (indicated in Énergir's acceptance email) or supplies
- 4) The Participant's GST and QST registration numbers
- 5) The amount of applicable taxes
- 6) Énergir's name as the recipient
- 7) Payment terms
- 8) The following description: EMS Financial Assistance File No.: \_\_\_\_\_  
(indicated in Énergir's acceptance email)

## FINANCIAL ASSISTANCE PAYMENT MECHANICS

### Financial Assistance and Applicable Tax Invoicing

To receive the Financial Assistance payment, the Participant must:

- Submit their invoice to Énergir by email at [efficaciteenergetique@energir.com](mailto:efficaciteenergetique@energir.com) no later than thirty (30) days after receiving the invoicing request. After this thirty (30)-day period, Énergir reserves the right to close the file after notifying the Participant in writing.

### Financial Assistance Payment

Upon receipt of a compliant original invoice, Énergir pays the approved Financial Assistance, provided the Participant meets all Program requirements.

## 5 – Conditions and Commitments

### Participant Commitments

The Participant commits to meeting the following requirements:

- Read the *Participant's Guide* and all related documents and stay informed of any updates by consulting Énergir's website
- Have the company's Natural Gas Energy Policy signed by senior management and submit it to Énergir
- Contribute at least 25% of the Eligible Costs to the Project for the implementation phase, as well as for Measurement and Verification and external Energy Consultant expenses
- Submit to Énergir all documents requested in connection with the Project and the Participant's invoice (containing all required information) within the prescribed timeframes
- Inform Énergir, or any person it designates, in writing, of the Project's progress within ten (10) business days of a written request to that effect
- Inform Énergir, or any person it designates, in writing, within forty-eight (48) hours, of any change to their designated representative named in the Contract who is authorized and empowered to ensure the Project is carried out and to handle and resolve any related matters
- Achieve Natural Gas Savings under the Program
- Use the EMS to plan, implement, verify and monitor the energy performance of their equipment and Energy Efficiency Measures
- Deploy the necessary resources to ensure the proper functioning of the EMS
- Submit quality deliverables to Énergir that meet the expected requirements and industry standards
- Work with Partners or technical resources who are adequately trained in EMS implementation and the Measurement and Verification of operational energy savings
- Maintain the EMS and implemented measures in operation for a period of five (5) years after the Project End Date
- Be responsible for the implementation of Energy Efficiency Measures and the achievement of the Project's Results, while ensuring its quality
- Be liable for any damage of any nature whatsoever suffered by anyone resulting from the execution of the Project
- Allow Énergir, or any person it designates, to schedule and conduct visits during normal business hours and with forty-eight (48) hours' notice, to the locations where the EMS and Energy Efficiency Measures are being implemented, to ensure the Project is carried out in accordance with Program requirements, for up to five (5) years after the Project End Date
- Allow Énergir, or any person it designates for this purpose, to obtain copies of any supporting documents related to the Project, for up to five (5) years after the Project End Date
- In all communications and advertising related to the Project published by the Participant, not imply that Énergir endorses any product, equipment, system, process, supplier or Partner

- Indemnify Énergir, its directors, officers, employees, subcontractors and successors with respect to any action arising directly or indirectly from the Project or the Participant's involvement in the Program
- Make no misrepresentation, whether intentional or not, failing which Énergir may terminate or cancel the Participant's eligibility under the Program, modify any amount granted to them under the Program, or require them to repay any amounts paid

## Partner Commitments

The Partner commits to complying with the requirements of the EMS Program, making no misrepresentation, whether intentional or not, providing no fraudulent or inaccurate information, and not inducing any person to do so.

The Partner commits to not:

- Use Énergir's logo
- Identify themselves as an "Énergir aggregator or partner," "recommended by Énergir," or as offering a service on behalf of Énergir
- Use any wording that could suggest they are mandated by or acting on behalf of Énergir

## Énergir Commitments

Énergir commits to paying the Participant the Financial Assistance amounts it has approved, provided the Project is carried out and meets the Program requirements.

For as long as the Program is in effect, Énergir commits to processing the Project for the current year and paying the Financial Assistance at each step (see section 3 of the Guide), provided the Project is compliant and meets the Program requirements.

## Énergir's Rights

Énergir reserves the right to:

- Terminate or modify the Program at any time and without notice. In such case, Énergir commits, as of the effective date of the modifications or the Program End Date, as applicable
- to assuming the Eligible Costs that the Participant has incurred and substantiated between the Project Start Date and the effective date of the modifications or the Program End Date, as applicable, in accordance with the Program requirements
- Refuse a Participant, Project, Site or document that does not meet the Program requirements
- Terminate a Project's eligibility if, two months after sending a written request for information, it has not received a satisfactory response from the Participant
- Request additional information, documents and supporting documents related to the Project or modifications to it
- To require an irrevocable and unconditional letter of credit corresponding to the Financial Assistance amount that meets Énergir's criteria, which Énergir will retain for the entire duration of the Project to guarantee the Participant's obligations under the Program
- Require repayment of Financial Assistance, cancel Financial Assistance in whole or in part, or terminate the Participant's eligibility under the Program if the Participant:

- *Fails to comply with the Program requirements*
- *Makes a misrepresentation to Énergir*
- *Owes money to Énergir, or if their Partners, associates, shareholders or subsidiaries have a debt to Énergir*
- *Fails to comply with the provisions of Énergir's Conditions of Service and Tariff*  
<https://energir.com/en/residential/customer-centre/billing-and-pricing/pricing>
- *Submits costs claimed under the Program to another Énergir program or to the program of any other Granting Agency*
- *Partially or fully ceases operations, or is subject to liquidation, a change of control, insolvency or dissolution*
- *Fails to maintain the EMS and implemented measures in operation for five (5) years after the Project End Date. An inspection visit in the months or years following the Project End Date may be carried out by Énergir. During the inspection visit, the Participant must be able to show the Énergir representative conducting the inspection evidence that the Work for which Énergir paid Financial Assistance was carried out. If the inspection reveals that previously declared measures have not been implemented, the Participant commits to immediately repaying Énergir the Financial Assistance granted under the Project.*
- *Has not spent the total amount of Advance Financial Assistance in accordance with Énergir's requirements. In the event that the Project does not meet the requirements or if the Participant decides to no longer participate in the Program, any remaining balance of Advance Financial Assistance must be repaid to Énergir*

July 2026

