

# Commercial Energy Assessment Program

## Term and conditions



### Overview

The Commercial Energy Assessment Program (the "Program") from FortisBC Energy Inc. ("FortisBC") provides eligible customers (each, a "Participant") with a walkthrough energy assessment (the "Assessment") performed by an authorized FortisBC agent (the "Consultant") and accompanying report to help the Participant establish general energy savings potential of their buildings, identify low-cost/no-cost measures for improving energy efficiency, provide a listing of potential capital improvements that merit further consideration, and indicate which FortisBC energy efficiency incentive programs may be applicable. The Program is offered for free to medium-sized commercial customers as well as small to medium-sized industrial customers in the FortisBC service territory who are looking for a high-level overview of their building's energy use and recommendations on how to improve it.

**Note: the Assessment does not constitute a detailed engineering analysis. Calculations and analysis are minimal and all savings estimates, implementation costs, payback, etc. are approximate. More detailed engineering design and analysis should be conducted prior to implementing any significant energy-efficiency projects.**

### Eligibility criteria

To be eligible to participate:

1. The Participant must:
  - 1.1 be the property owner<sup>1</sup>, long-term lease holder<sup>2</sup>, or property manager<sup>3</sup> of the building(s) or facility(ies) in which the Assessment will be performed; and
  - 1.2 be a customer of FortisBC in good standing, who is not in arrears at the time of application to the Program.
2. The building(s) or facility(ies) in which the Assessment will be performed must:
  - 2.1 be located within the FortisBC service territories and receive natural gas and/or electricity service from FortisBC;
  - 2.2 not fall under a residential rate class, including 1, 1U, or RGS (amended from time to time);
  - 2.3 have been occupied by the Participant for at least one year prior to application;
  - 2.4 qualify as a "Medium Business" or "Small Industrial/Manufacturing" one of the categories defined below:
    - i. **Medium Business means:**
      - must have an average annual natural gas consumption less than 10,000 GJ (inclusive)<sup>5</sup>, which consumption shall not be attributable to a Process Load<sup>5</sup>;
      - must have a conditioned floor area no greater than 100,000 sq. ft. (inclusive).
    - ii. **Small Industrial/Manufacturing means:**
      - must have an average annual natural gas consumption less than 10,000 GJ (inclusive)<sup>5</sup>, which consumption may include a process load;

<sup>1</sup> **Property owner** means a legal person who holds registered title to the building or facility that is the subject of an application to the Program. FortisBC, in its sole discretion may request the property owner to provide proof of such registered title.

<sup>2</sup> **Long-term lease holder** means a legal person who occupies the building or facility that is the subject of an application to the Program, under a commercial lease with a term of 120 months or more, with an option to renew for at least a further 60 months, which lease will continue for at least 36 months prior to expiry at the time of the Application, which legal person has the right to make improvements to such building or facility.

<sup>3</sup> **Property manager** means a legal person who manages the building or facility that is the subject of an application to the Program on behalf of the property owner or long-term lease holder. The Property Manager must have legal authority and permission to bind the property owner or long-term lease holder to these Terms and Conditions. FortisBC, in its sole discretion, may request the Property Manager to provide proof of such a legal authority in any form satisfactory to the FortisBC. If the Property Manager is unable to provide proof satisfactory to FortisBC of said legal authority, as determined by FortisBC in its sole discretion and absolute discretion, FortisBC may refuse to grant entry to the Program. The Property Manager acknowledges that by entering into the Program the Property Manager agrees to be bound to the terms and conditions of the Program as if the Property Manager were the property owner or long-term lease holder.

<sup>4</sup> If the Participant's building exceeds 10,000 GJ of natural gas consumption per year, the Participant may be eligible for other FortisBC assessment programs. Please contact a FortisBC representative for further details.

<sup>5</sup> **Process load** means the consumption of natural gas for any purpose other than for maintaining human comfort and sanitation via space, domestic hot water or pool heating. Examples include, but are not limited to, snow melting, car washing, greenhouse heating, or the production of a good or service of economic value such as food processing. Process steam can be used for sterilization and humidification.

- must have a conditioned floor area no greater than 200,000 sq. ft.; and
- must be engaged in the production of a good of economic value.

### Program process

3. The Participant must complete and submit a signed copy of the Program application via mail or email, to FortisBC. FortisBC will review the application and, if approved, the Consultant will contact the Participant to schedule a walkthrough Assessment. If the application is rejected, a formal letter will be sent to notify the Participant. Please allow a minimum of 30 days for the processing of submitted applications.
4. An Assessment is performed at the agreed upon date and time and will incorporate the following:
  - 4.1 At the conclusion of the Assessment, the Consultant will hold an exit meeting with the Participant and key building staff to review some initial findings.
  - 4.2 A final written report will be prepared and emailed to the Participant with a copy to FortisBC, by the Consultant within 60 days of the Assessment.
5. Within 30 days of receiving the report a FortisBC representative will contact the Participant to discuss the findings and next steps.

### Participant responsibilities, representations and warranties

6. By applying to the Program, the Participant acknowledges and agrees as follows:
  - 6.1 The Participant will allow the Consultant full access to the Participant's building(s) that is the subject of an application to the Program and all relevant equipment within. The Participant will further take all reasonable measures and actions to ensure the building(s) is made safe for the Consultant to conduct the Assessment.
  - 6.2 The Assessment must be scheduled within 30 days of the Consultant first contacting the approved Participant.
  - 6.3 The Participant must set aside one full working day for the Assessment and allow for discussion with the Consultant at the conclusion of the Assessment. The time required to conduct the Assessment will vary. The Consultant will inform the Participant of the approximate Assessment duration.
  - 6.4 The Participant must cooperate with the Consultant and take all reasonable steps to provide relevant information as requested by the Consultant.
  - 6.5 The Participant acknowledges and agrees that any recommendations implemented or incentives or opportunities pursued by the Participant are the sole discretion and responsibility of the Participant and FortisBC is not responsible for any damages arising from same.

### Additional terms and conditions

7. FortisBC does not endorse any particular manufacturer, product, system, design, supplier, or installer in promoting the Program.
8. FortisBC may amend, modify or terminate this Program at any time based on funding limitations or for any other reason, without notice.
9. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications.
10. FortisBC reserves the right to refuse applications at its sole discretion.
11. FortisBC, not being the designer or manufacturer of the energy conservation measures ("ECMs"), recommended by the Consultant, makes no representation or warranty, express or implied as to the fitness, design or capability of the material, equipment or workmanship of the direct install measure(s) nor any warranty that the ECMs will satisfy the requirements of the Participant or any law, specification, or regulation.
12. The Participant does hereby indemnify and save harmless FortisBC, FortisBC Inc. and their affiliates and their respective directors, officers, agents, contractors and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person (including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, "Losses") arising from or occurring by reason of the Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC, and any of their respective officers, directors,

employees, agents, contractors or representatives for and against all Losses arising from Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements.

13. The Participant acknowledges that FortisBC will share the Participant's consumption data and account details with the Consultant for the sole purpose of administrating the Program and conducting Program activities.

**Use of information**

14. FortisBC may:
  - a. contact the Participant to administer, verify compliance with, and evaluate the Program, and to conduct surveys;
  - b. collect and use information (including personal information) whether provided by Participant, the Commercial Partner or the installation contractor, obtained during site visits or contained in, or forming part of, any documents submitted as part of the application, and disclose the information to affiliates, contractors, representatives, agents, program partners and funding partners, to process, administer and evaluate the program, the rebates and the Participant's eligibility, to monitor and assess compliance with the terms and conditions, conduct surveys and to develop other energy conservation programs; and
  - c. retrieve bill data for a period of one year prior to, and one year after, the product installation date to evaluate consumption behaviour and energy savings attributable to the program, and to collect, use and disclose such bill data pursuant to (b) above.
15. FortisBC collects, uses and discloses information in accordance with the Personal Information Protection Act and its Privacy Policy. For more information on FortisBC's Privacy Policy, visit [fortisbc.com/privacy](https://fortisbc.com/privacy).

**Contact details**

If you have any questions regarding this Program, or you wish to submit an application, please contact us using the information below.

**Email:** [businessrebates@fortisbc.com](mailto:businessrebates@fortisbc.com)