

# Energy efficiency for rental apartments and accommodations program

## Terms and conditions

### Program overview

The Energy efficiency for rental apartments and accommodations program (the "Program") from FortisBC Energy Inc. and FortisBC Inc. (together, "FortisBC") provides eligible building owners of qualifying rental apartment buildings (each, a "Participant") with access to a variety of energy conservation measures. Participants in the Program may be entitled to receive, free of charge:

- direct install in-suite energy conservation measures (each, an "ECM");
- building-level energy assessment reports (each, an "Assessment"); and
- energy coaching services to assist Participants with the implementation of energy efficiency recommendations identified in the Assessment ("Implementation Support")

(together, the ECM, Assessment and Implementation Support are referred to as the "Program Offerings").

### Eligibility criteria

- To be eligible to participate in the Program:
  - the Participant must:
    - be the building owner<sup>1</sup> of the building(s) in which the Program Offerings will be performed;
 

**NOTE:** property managers<sup>2</sup> are not eligible Participants. Subject to FortisBC's sole discretion, a property manager may sign an application to the Program on behalf of a property owner, but rebates will only be provided to the eligible Participant.
    - the building(s) in which the Program Offerings are to be performed must:
      - must be a purpose-built rental (Apartment building), hotel or motel with a minimum of 9 rental units or more;
      - must not already have water-efficient showerheads or aerators with a rated Litres Per Minute ("LPM")/US Gallons per minute ("GPM") lower than 7.6/2 installed within rental units;
      - must not already have an energy assessment completed from the *FortisBC Commercial Energy Assessment Program* within the last 12 months;
      - be located within the FortisBC service territories and receive natural gas and/or electricity service from FortisBC;
      - must utilize natural gas pursuant to FortisBC Rate 2, 3, 5 23 or 25 and/or electricity pursuant to FortisBC Rate GS 21 or 22.
      - must have a Central Domestic Water Heater ("CDHW") consuming natural gas if located within the FortisBC natural gas service territory; and
      - must have a CDHW consuming natural gas or electricity if located within the FortisBC electric-only service territory.

### Participant responsibilities, representations and warranties

- By applying to the Program, the Participant represents, warrants and agrees as follows:
  - the Program will be administered and the Program Offerings delivered by FortisBC and an authorized FortisBC agent (the "Implementation Contractor");
  - any information disclosed by the Participant to FortisBC or the Implementation Contractor may be shared between them and FortisBC may share the Participant's consumption data and account details with the Implementation Contractor in accordance with these terms and conditions, for the purpose of administering and conducting the Program;
  - the Participant will allow FortisBC and the Implementation Contractor full access to the building(s) that is/are the subject of an application to the Program and all relevant equipment within;
  - the Participant will take all reasonable measures and actions to ensure such building(s) is/are safe for FortisBC and the Implementation Contractor to enter and deliver the Program Offerings;
  - the Participant will make available a representative to allow for completion of the Program Offerings. The time required to conduct the Program Offerings will vary and the approximate duration will be communicated to the Participant;
  - the Participant will allow the Implementation Contractor and evaluation service contractors to conduct any performance/evaluation testing as requested, including but not limited to testing of ECMs, post-consumption testing and surveys;

- the Participant will cooperate with the Implementation Contractor and take all reasonable steps to provide relevant information as requested by the Implementation Contractor;
- the supply and direct installation of ECMs is limited and made available at the recommendation and discretion of the Implementation Contractor;
- with respect to entry into tenant units for the direct installation of ECMs, the Participant will:
  - provide notice to tenants in accordance with section 29 of the *Residential Tenancy Act* (British Columbia) and any other applicable law;
  - provide a corporate representative to accompany the Implementation Contractor as requested;
  - immediately notify the Implementation Contractor as to any restrictions or tenant objections with respect to entry into a tenant unit for the purposes of the direct installation of the ECMs; and
- the Participant will distribute to tenants and display in the building(s) any education materials provided by FortisBC with respect to the Program Offerings and will allow job site signage to be displayed outside the building(s) during direct installation of the ECMs and the Assessment, in accordance with instructions from the Implementation Contractor.

### Program offer

- The approved Participant will receive:
  - Direct installation of such in-suite ECMs as the Implementation Contractor determines the Participant is eligible for, which shall include some or all of the following:

FortisBC gas-only service area	FortisBC natural gas and electricity shared service area ("SST")
Eligible water-efficient devices (5.7 LPM/1.5 GPM): <ul style="list-style-type: none"> <li>• fixed showerheads,</li> <li>• handheld showerheads<sup>3</sup>,</li> <li>• kitchen aerators,</li> <li>• bathroom aerators, and</li> <li>• Teflon tape for installation</li> </ul> the ("Water-Efficient Devices").	The Water-Efficient Devices for both natural gas and electrically heated DHW, plus eligible lighting upgrades: <ul style="list-style-type: none"> <li>• LED A19 9.5W,</li> <li>• LED A19 16W, and</li> <li>• CFL PAR 38 23 W.</li> </ul> <i>A maximum of 10 LEDs are available for incandescent replacement and a maximum of 5 for CFL replacement.</i>

- Assessment:
  - includes opportunities to reduce energy consumption in Participant buildings;
  - identifies FortisBC energy efficiency and conservation incentive programs (as applicable) in which the Participant is eligible to participate;
  - provides information to allow the Participant to make informed decisions about potential next steps to meet energy savings and financial goals; and
  - includes a report regarding recommended ECMs, both no/low-cost and measures requiring a capital investment, such as boiler, water heater, common-area lighting and/or in-suite appliance upgrades.
- Implementation Support:
  - optional support for Participants if interested in applying for rebates pursuant to FortisBC's Efficient Boiler Program and/or the Efficient Commercial Water Heater Program:
    - assistance in applying for the above programs;
    - preparing specifications and conducting tender processes with third party contractors;
    - reviewing quotes from contractors and presenting recommendations to the Participant;
    - identifying financing options; and
    - overseeing installation of the energy efficiency measures pursuant to the above programs; and
  - optional support, upon recommendation from the Implementation Contractor and at FortisBC's sole discretion, for Participants interested in implementing other energy efficiency upgrades.
  - The optional support listed above is only available within 24 months of the Participant receiving the Energy Assessment Report.

### Program process

- The Participant must complete and submit a signed copy of the Program application form in accordance with the application instructions. If approved, the Implementation Contractor will contact the Participant to schedule a time to conduct an Assessment and the direct install of the ECMs. If the application is rejected, the Participant will be notified. Please allow a minimum of 30 days for the processing of submitted applications.

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

<sup>2</sup>**Property manager** means a legal person who manages the building that is the subject of an application to the Program on behalf of the building owner. The property manager must have legal authority and permission to bind the building owner 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 satisfy FortisBC of said legal authority, as determined by FortisBC in its sole and absolute discretion, FortisBC may refuse to grant entry to the Program.

<sup>3</sup> A handheld showerhead is only available if the existing showerhead is a handheld model; if not, a regular fixed showerhead will be installed.

5. The Program is available to the first 200 approved buildings (40 of which must be must located within the FortisBC shared service territory).
6. The Implementation Contractor will contact the Participant to coordinate scheduling of the Program Offerings, in accordance with the following:
  - a. the direct install of the ECMs and the Assessment must be scheduled within 30 days of the Implementation Contractor first contacting the Participant;
  - b. the Implementation Contractor will advise the Participant of the approximate duration required for the direct install of the ECMs and Assessment, generally requiring one full working day for completion and follow up discussion with the Implementation Contractor;
  - c. the Implementation Contractor will provide the Participant with education materials and job site signage;
  - d. the Participant will provide notice to tenants with respect to entry into tenant units, in accordance with these terms and conditions; and
  - e. completion of the Program Offerings will require the Implementation Contractor to conduct performance testing on the Water-Efficient Devices in at least 5 tenant units within each building, both before and after installation of the Water-Efficient Devices;
7. At the conclusion of the direct install of the ECMs and the Assessment, the Implementation Contractor will hold an exit meeting with the Participant and key building staff to review initial findings and general feedback.
8. The Implementation Contractor will prepare a final report on the direct install of the ECMs and Assessment (the "Final Report") and will provide the Final Report to the Participant within 15 business days of the Assessment.
9. Within 10 days of providing the Final Report, the Implementation Contractor will contact the Participant to discuss and determine whether the Participant wishes to engage in Implementation Support.

**Additional terms and conditions**

10. While FortisBC will make reasonable efforts to ensure that the Assessment is executed in an accurate and relevant manner, the Participant acknowledges and agrees that the Assessment does not constitute a detailed engineering analysis and FortisBC makes no representations or warranties, express or implied, that if implemented, the recommendations contained in the Assessment will satisfy the requirements of the Participant, or any law, specification or contract, or that the Participant will be eligible for any incentives or opportunities recommended in the Assessment. The Participant is responsible for conducting more detailed engineering design and analysis prior to implementing any significant energy upgrade projects.
11. 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.
12. FortisBC, not being the designer or manufacturer of the ECMs, 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 contract.
13. The Participant acknowledges and agrees that any Implementation Support required by the Participant is at the Participant's sole discretion and FortisBC is not liable for damages arising from same. FortisBC makes no representations or warranties, express or implied, that the Implementation Support provided pursuant to the Program will satisfy the requirements of the Participant, or any law, specification or contract.
14. The Participant does hereby indemnify and save harmless FortisBC, its affiliates, the Implementation Contractor 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, the Implementation Contractor 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.

15. FortisBC may amend, modify or terminate this Program and these terms and conditions at any time based on funding limitations or for any other reason without notice.
16. FortisBC will accept applicants to the Program in its sole discretion. FortisBC reserves the right to refuse applications which it determines in its sole discretion, are incomplete, inaccurate or otherwise do not meet the requirements of the Program. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications.
17. For the purposes of this Program, and these terms and conditions, "Participant Information" means all information disclosed by the Participant in any Program application materials, as well as any data respecting billing, energy use and consumption at the premises at which the Assessment is performed for a period of one year prior to such Assessment and one year after such Assessment. By applying for this Program, the Participant acknowledges and agrees that:
  - a. FortisBC collects and uses the Participant Information for the purposes of processing, administering, and evaluating the Program and developing other FortisBC energy-efficiency programs;
  - b. FortisBC may contact the Participant in the future to review the effectiveness of the Program, which may include surveys;
  - c. FortisBC may retrieve the Participant's billing, energy use and consumption information from the FortisBC account database for the period set out above for the purposes of analyzing consumption behavior and energy savings attributable to the Program; and
  - d. Participant Information may be disclosed amongst FortisBC Energy Inc., FortisBC Inc., the Implementation Contractor and evaluation service contractors for the purposes of administering and evaluating this Program as described herein and developing other FortisBC energy-efficiency programs
18. FortisBC may promote the Program and its provision of Program Offerings to the Participant through whatever means FortisBC deems appropriate. FortisBC may request the Participant take part in media activities, such as photo opportunities, which the Participant must not unreasonably withhold or delay and the Participant will make best efforts to ensure that any necessary consents or releases are executed with respect to photography.

**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:** [apartmentrebates@fortisbc.com](mailto:apartmentrebates@fortisbc.com)

**Note:** If you cannot forward your application documents via email please contact your designated Implementation Contractor as listed on the front side of the application form to arrange an alternative method of delivery.