

Residential Gas Peak Plan Pilot program

Terms and conditions



- FortisBC Energy Inc.'s (FortisBC) Residential Gas Peak Plan Pilot (the "**Pilot**", or the "Peak Plan Program") provides incentives to eligible participants (each a "**Participant**") for connecting eligible natural gas end-use devices ("**Devices**") to a demand response management system (the "**System**") and participating in demand response and load shifting events (each an "**Event**"). The following terms and conditions (the "**Terms and Conditions**") govern the Pilot.
- The Pilot will occur between November 1, 2024, and December 31, 2025 (the "**Pilot Period**"), however Participants are expected to apply to participate in the Pilot and connect their Devices before the Pilot start date. Following the Pilot, FortisBC will evaluate the results and determine whether the Peak Plan Program may be expanded into a permanent program. Participants will be provided a summary of Pilot results, once the evaluation has concluded.
- Subject to the terms and conditions herein, FortisBC is offering eligible Participants a participation incentive in an amount of \$50.00 per Device connected to the System (the "**Participation Incentive**") at the beginning of the Pilot and a post-Pilot survey participation incentive in an amount of \$50.00 per Device connected to the System (the "**Survey Incentive**") (the Participation Incentive and the Survey Incentive collectively, the "**Incentive**").
- Participants will be assigned to two cohorts, subject to change, at FortisBC's sole discretion, at any time throughout the Pilot Period:
 - a. Devices that are actively managed through the System; and
 - b. Devices that are managed by the Participant for behavioural participation in key Events.

Pilot Eligibility

1. The Participant must:
 - a. be of a legal age of at least 19 years old as of the time of submission of the application (the "**Application**");
 - b. accept these Terms and Conditions, and confirm their acceptance within the Application.
 - c. be the lawful occupant of the residential property (the "**Property**") at the address specified in the Application, located in Kelowna and served by natural gas by FortisBC;
 - d. occupy the Property as their principal residence on a year-round basis;
 - e. have occupied the Property for at least the last 2 years;
 - f. maintain an active residential natural gas account in good standing with FortisBC with respect to the Property;
 - g. connect at least one Device that meets the Device Specific Pilot eligibility criteria to the System within 1 month of the Participant's acceptance into the Pilot. Device Specific Pilot eligibility requirements are set out on the Pilot's webpage: fortisbc.com/peakplan;
 - h. agree to complete one or more evaluation surveys at the end of the Pilot Period;
 - i. not install any other energy efficiency upgrades to the Property during the Pilot Period; and
 - j. agree to participate in either Pilot cohort (active management or customer participation).
 2. The Property must:
 - a. be a detached house (including house with secondary suite, or mobile home with a permanent foundation), attached house (including semi-detached house, duplex or triplex, townhouse, row house, attached house with secondary suite) or laneway home;
 - b. utilize natural gas pursuant to FortisBC Rate 1 and 1U;
 - c. have natural gas forced-air space heating as the only space heating element;
 - d. have a functioning internet connection at the Property; and
 - e. not have undergone any building envelope upgrades since June 1, 2023.
 3. The Participant represents and warrants that the Participant will reside in the Property during the Pilot Period. If the Participant intends to sell, rent or vacate the Property, the Participant agrees to provide 30 days' written notice to FortisBC.
 4. By submitting an Application, the Participant acknowledges the Pilot eligibility criteria and warrants that the Participant and the Property fully qualifies. The Participant warrants that all the information contained in the Application and any information attached thereto is true and correct.
 5. FortisBC reserves the right to, at any time, verify the accuracy and completeness of any and all information provided by the Participant, and the Participant agrees to cooperate with this verification process. The Participant must notify FortisBC if any information provided as part of the Application changes at any time after the submission of the Application.
- ### Incentives
6. Subject to the Terms and Conditions, FortisBC will pay the Incentive to the Participant as follows:
 - a. The Incentive is comprised of the Participation Incentive and the Survey Incentive. Each Participant is eligible to receive one Participation Incentive for connecting their Devices to the System and one Survey Incentive for completion of the Pilot survey following the Pilot Period.
 - b. FortisBC will pay the Participation Incentive within 90 days following the connection of the Participant's Device to the System.
 - c. Following the expiry of the Pilot Period, FortisBC will pay the Survey Incentive within 90 days following completion by the Participant of all surveys required by FortisBC.
 7. To be eligible for the Incentive under the Pilot, each applicant must satisfy the eligibility and other requirements set out in the Terms and Conditions. Incentive amounts and Device participation requirements are set out on the Pilot's webpage fortisbc.com/peakplan.
 8. Incentives will be issued as a cheque, in the name of and to the Participant. Incentives cannot be assigned. FortisBC is under no obligation to re-issue an Incentive which has been returned as undeliverable, or to replace a stale-dated cheque.
 9. Incentives are based on the information submitted by the Participant. If there is any change to such information, the Participant will notify FortisBC immediately, and FortisBC may, in its sole discretion, recalculate the amount of Incentive, void the Application and terminate any obligation to pay any Incentive to the Participant, or demand repayment of any Incentives already disbursed to the Participant.
 10. FortisBC reserves the right to refuse Applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Pilot requirements. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete Applications.
 11. FortisBC is not responsible for tax liability attributable to the Incentive. The Participant is solely responsible for any tax liability imposed as a result of payment of the Incentive.
- ### Connecting and Managing Devices
12. The Participant consents to connect their Device to the System, and for FortisBC and/or FortisBC's Pilot partners, employees, contractors, subcontractors, agents and other representatives (collectively, the "**Representatives**") to remotely control the Device at the Participant's Property during Events while they are participating in the Pilot.
 - a. FortisBC and/or FortisBC's Representatives may enact an Event at any time between 6:00am-10:00pm with a minimum of 1 hour's notice.
 - b. Events may occur up to twice in a single day.
 - c. An Event may last up to 4 hours.
 13. FortisBC will notify Participants in advance of an Event by electronic message (email, text, or messaging app, specified in the Application).

Participants will participate in Events by default, unless they opt-out of the Event via a prompt in the electronic message, or at any time during the Event by manually adjusting the setpoints of their Device during the Event.

14. The Participant consents for FortisBC to collect data from their connected Device during their participation in the Pilot. This data may include device identification numbers, energy consumption and charging patterns, thermostat temperature setpoints, and other data as pertains to validating Device participation and energy savings.

Use of information

15. FortisBC may:
 - a. contact the Participant to administer, verify compliance with, and evaluate the Pilot, and to conduct surveys;
 - b. collect and use information (including personal information) whether provided by the Participant or Representative, or contained in, or forming part of, any documents submitted as part of the Application, and disclose the information to affiliates, contractors, representatives, or agents, to process, administer and evaluate the Pilot, the Incentives and the Participant's eligibility, to monitor and assess compliance with the Terms and Conditions, conduct surveys and to develop other energy conservation pilots; and
 - c. Retrieve bill data for a period of 1 year prior to, at any time during, and 1 year after the termination of the Participant's participation in the Pilot to evaluate consumption behavior and energy or demand savings attributable to the Pilot, and to collect, use and disclose such bill data pursuant to (b) above.

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.**

Additional terms and conditions

16. FortisBC may modify the Pilot, including the eligible Devices and associated Incentives, at any time without notice. FortisBC may limit the number of Incentives it provides. FortisBC may terminate the Pilot at any time without notice.
17. FortisBC does not guarantee any energy cost savings or other benefits arising from the Participant's participation in the Pilot, and is not liable for any impacts or perceived impacts of the Participant's energy bills as a result of participation in this Pilot.
18. FortisBC, not being the designer, manufacturer, provider, installer or owner of the Devices or System, makes no representation or warranty whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, equipment or service, or skill of any contractor. FortisBC does not endorse any particular product, system, design, contractor/consultant, manufacturer, supplier or installer in promoting the Pilot. FortisBC accepts no liability or responsibility for any product or equipment or the services or use of any contractor, for any impacts, damage or destruction to the Participant's Property or the Device as a result of the use or operation of the Device under the terms of the Terms and Conditions, or otherwise as a result of the Participant's participation in the Pilot. The Participant is responsible for the safe and lawful disposal of all hazardous materials that may result from the installation of the Devices.
19. The Participant does hereby indemnify and save harmless FortisBC and its 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 Pilot and/or the implementation of any Pilot 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 Pilot and/or the implementation of any Pilot recommendations, including the installation and/or use of recommended products and improvements.

20. The Participant hereby consents to FortisBC identifying the Participant's involvement in the Pilot through promotional materials, case studies and campaigns in FortisBC materials in any form of media, and including internal and external communications.
21. The Participant is responsible for complying with all applicable laws.
22. This section will survive the termination of the Pilot.

Participant declaration

23. I, the Participant, acknowledge and agree that:
 - d. The information contained in the Pilot Application and otherwise provided to FortisBC by me, is true and correct. I will notify FortisBC immediately of any changes.
 - e. I have read, understand, accept, and agree to the Terms and Conditions of the Pilot.
 - f. I meet the eligibility requirements of the Pilot as described in the Terms and Conditions. I will provide proof of eligibility as and when required by FortisBC.
 - g. I will provide 30 days' written notice to FortisBC before I intend to sell, rent or vacate the Property.
 - h. I understand my participation in the Pilot is subject to FortisBC's approval, at FortisBC's sole discretion.
 - i. FortisBC may contact me, via email and/or phone, to administer, verify compliance with, and evaluate the Pilot, including, but not limited to providing information regarding events and Pilot details and conducting surveys.
 - j. I agree to collect and share information with FortisBC as authorized in the Terms and Conditions.