

Commercial and industrial “Power Hours for business” demand response program terms and conditions



Participant eligibility

1. To participate in FortisBC's Power Hours Rewards for Business Program (the “**Program**”), the eligible participant (each a “**Participant**”) must:
 - a. be the property owner or the authorized representative with authority to bind the owner of the property (each a “**Property**”) and upon request of FortisBC, provide written acknowledgment from the owner of the property confirming authority of the representative to submit the Application and participate in the Program;
 - b. must be a customer of FortisBC in good standing, who is not in arrears at the time of application to the Program;
 - c. enroll Property that is located within the FortisBC service territories and receive electric service from FortisBC under a commercial, industrial or irrigation rate class.

Incentives

2. To be eligible for an incentive under the Program, each applicant must satisfy the eligibility and other requirements set out in the Terms and Conditions. Incentive amounts, along with eligible electrical end-use devices (each a “**Device**”) participation requirements and the prescribed time periods at set out on the Program's webpage: fortisbc.com/powerhoursbusiness.
3. Incentives will be issued by cheque, in name of and to the utility account holder. Incentives cannot be assigned or transferred. FortisBC is under no obligation to, re-issue an incentive which has been returned as undeliverable, or to replace a stale-dated cheque.
4. Incentives are based on information submitted by the Participant. If there is any change to the information submitted by the Participant, 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.
5. FortisBC reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications.
6. FortisBC is not responsible for any tax liability attributable to the incentive.

Program parameters

7. There are three (3) pathways through which Participants can participate in the Program: *Behavioural Demand Response*, *Automated Demand Response*, and *Load Shifting*. Each Property enrolled must specify the pathway it will participate in as part of its application. The parameters that govern each pathway are set out below:

Behavioral demand response

- a. The Participant agrees to establish a plan of how they will reduce electricity consumption during demand response events (each an “**Event**”). The Participant may be asked to share details of their plan with FortisBC, at FortisBC's sole discretion.
- b. The Participant will not use a more carbon-intensive energy source (e.g. gasoline, diesel, etc.) to reduce electricity usage during Events.
- c. FortisBC will provide twenty-four (24) hours of notice via email, or another method agreed upon by FortisBC and the Participant, to the Participant prior to an Event occurring.
- d. During an Event, the Participant will reduce electricity consumption in their Property in accordance with their plan. Participant reduction activities are not controlled by FortisBC. It is up to the Participant to manage their electricity consumption.
- e. Participants will not be asked to participate beyond the follow parameters:
 - i. The summer event season will range from May 1 until September 30, and the winter event season will range from October 1 until April 30.
 - ii. Events will not be scheduled more than twenty (20) times per season.
 - iii. Participants will be notified of events on both the day prior to the Event and the day of an Event using an agreed upon form of communication.
 - iv. Events may happen at any time during the day (6am – 10pm) but will most commonly happen during periods of high demand on FortisBC's System. Each Event will run for no longer than four

(4) hours on the day of an Event. There will be no more than three (3) Events scheduled during any given seven (7) day period.

- v. Participants may opt out of a particular Event at any time during the Program. However, doing so may impact a Participant's Incentives.
- f. Following participation in a summer or winter event season, incentives will be issued in accordance with the Incentives section.

Automated demand response

- a. The Participant agrees to establish a plan, comprised of eligible Devices that can be remotely executed during an Event within thirty (30) days of Program acceptance, at FortisBC's sole discretion.
- b. The Participant consents to connecting their Equipment as described in their plan to a demand response management system (the “**System**”) and for FortisBC and/or FortisBC's program partners, employees, contractors, subcontractors, agents and other representatives (collectively, the “**Representatives**”) to remotely employ the plan at the Participant's Property during Events while they are participating in the Program.
- c. The Participant will not use a more carbon-intensive energy source (e.g. gasoline, diesel, etc.) to reduce electricity usage during Events.
- d. Participants will be provided twenty-four (24) hours of notice via email, or another method agreed upon by FortisBC and the Participant, prior to an Event occurring.
- e. During an Event, FortisBC and/or FortisBC's Representatives will reduce electricity consumption in their Property in accordance with their plan.
- f. Participants will not be asked to participate beyond the follow parameters:
 - i. The summer event season will range from May 1 until September 30, and the winter event season will range from October 1 until April 30.
 - ii. Events will not be scheduled more than twenty (20) times per season.
 - iii. Participants will be notified of events on both the day prior to the Event and the day of an Event using an agreed upon form of communication.
 - iv. Events may happen at any time during the day but will most commonly happen during periods of high demand on FortisBC's System. Each Event will run for no longer than four (4) hours. There will be no more than three (3) Events scheduled during any given seven (7) day period.
 - v. Any connected Equipment will be dispatched as per the established plan.
 - vi. Participants may opt out of a particular Event at any time during the Program. However, doing so may impact a Participant's Incentives.
- g. Following participation in a summer or winter event season, incentives will be issued in accordance with the Incentives section.

Load shifting

- a. The Participant agrees to establish a plan of how they will shift electricity consumption during peak windows each day, as discussed with FortisBC. The Participant may be asked to share details of their plan with FortisBC, at FortisBC's sole discretion.
- b. The Participant will not use a more carbon-intensive energy source (e.g. gasoline, diesel, etc.) to reduce electricity usage during Events.
- c. Each day, the Participant will reduce electricity consumption in their Property in accordance with their plan. Participants load shifting activities are not controlled by FortisBC. It is up to the Participant to manage their electricity consumption.
- d. As long the Participant participates in the load shifting pathway, incentives will be issued in accordance with the Incentives section.

Collection and Use of information

8. 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 the Participants or Representatives, 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

Incentives and the Participants eligibility, to monitor and assess compliance with the Terms and Conditions, conduct surveys and to develop other energy conservation programs; and

- c. retrieve the Participant's billing and energy consumption data for a period of one (1) year prior to, at any time during, and one (1) year after the termination of the Participant's participation in the Program to evaluate consumption behaviour and energy or demand savings attributable to the Program, and to collect, use and disclose such billing and energy consumption 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

9. FortisBC may modify the Program, including the eligible Equipment and associated incentives, at any time without notice. FortisBC may limit the number of incentives it provides. FortisBC may terminate the Program at any time without notice.
10. FortisBC does not guarantee any energy cost savings or other benefits arising from the Participant's participation in the Program and is not liable for any impacts or perceived impacts of the Participant's energy bills as a result of participation in this Program.
11. The Participant hereby permits FortisBC and its employees, contractors and agents, to access the Property upon 48 hours prior notice, either before or after an incentive is paid, to conduct a site visit to ensure the Participant is following their plan as established in the program parameters.
12. FortisBC, not being the designer, manufacturer, provider, installer or owner of the 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, including but not limited to, implied warranties or conditions of merchantability, efficiency, durability, fitness for a particular purpose, title, and non-infringement. 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 as a result of the use or operation of the Equipment under the terms of the Terms and Conditions, or otherwise as a result of the Participant's participation in the Program.
13. FortisBC does not assume any liability for any damages, claims, losses, or expenses incurred by the Participant with respect to the Program, the System, the Equipment, or the Event. FortisBC is not responsible for any costs incurred by the Participant for its participation in the Program or

any costs attributable to the System, the Equipment, or the Event.

14. The Participant indemnifies and saves harmless FortisBC and its respective directors, officers, agents and employees from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person arising from or occurring by reason of the Participant's participation in the Program or receipt of incentives or actual or alleged preparation of pathways including any actions or omissions by third party consultants or contractors in the preparation or installation of pathways.
15. The Participant is responsible for complying with all applicable laws. The Program will be governed by and construed in accordance with the exclusive laws of the Province of British Columbia and the laws of Canada. The Participants and FortisBC and its Representatives hereby attorn to the exclusive jurisdiction of the courts of British Columbia.
16. Sections 12, 13, 14, and 15 will survive the termination of the Program.

Participant declaration

17. I, the Participant, acknowledge and agree that:
 - a. The information contained in the Program Application and otherwise provided to FortisBC by me, is true and correct. I will notify FortisBC immediately of any changes.
 - b. I have read, understand, accept, and agree to the Terms and Conditions of the Pilot Program.
 - c. I meet the eligibility requirements of the Program as described in the Terms and Conditions. I will provide proof of eligibility as and when required by FortisBC.
 - d. If I am the long-term lease holder of the Property, I have the owner's permission to proceed with this application.
 - e. I understand my participation in the Program is subject to FortisBC's approval, at FortisBC's sole discretion.
 - f. I understand and consent to the collection, use and disclosure of the Participant's personal information by FortisBC and, if applicable, FortisBC's Representatives.
 - g. FortisBC may contact me, via email and/or phone, to administer, verify compliance with, and evaluate the Program, including, but not limited to providing information regarding events and Program details and conducting surveys.
 - h. If the Participant is not a natural person (for example, a corporation), the undersigned has the authority to bind the Participant.
 - i. I agree to collect and share information with FortisBC as authorized in the Terms and Conditions.