

EnerTracker Program application



Please note: One application should be filled out per FortisBC account number. The application may contain any premises held under that FortisBC account number. If a premise is attached to a different FortisBC account number then it will need to be listed on another application.

1. Applicant information (Please print clearly. Retain a copy for your records.)

EMIS provider selection <input type="checkbox"/> Energent Inc <input type="checkbox"/> Pulse Energy		FortisBC account number	FortisBC account manager	Date (Yr/Mth/Day)
Company		Contact name	Title	
Mailing address		Town/city	Province	Postal code
Email address			Phone number	

2. Building information

Please fill out the below table for all premises associated with the above account number that you would like to participate in the EnerTracker Program. Note: if you have more than 10 applicable sites please attach an additional application.

	Site name	Site address	Premise number (PoD)	Meter ID (optional)	Building type (*see legend below)	Building square footage (optional)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

*Building types: Office Hotel/Motel School/College/University Restaurant Retail Warehouse Hospital/Healthcare

Are you considering implementing any additional energy efficiency measures in the future to reduce the gas consumption at this facility?

No Yes If yes, please describe below.

Description of other energy efficiency measures	Expected gas savings (GJs per year)	Expected implementation date (Yr/Mth/Day)

Applicant declaration

I, the Applicant, declare that:

- I have read, fully understand and agree to abide by the EnerTracker Program Terms and Conditions.
- I am an eligible participant as defined in the EnerTracker Program Terms and Conditions.
- I understand that falsification of information submitted to FortisBC as a part of this application or failure to comply with any of the EnerTracker Program Terms and Conditions as determined by FortisBC in its sole discretion, means that I will need to repay FortisBC any incentive amount paid to me under this Program.
- If the Applicant is not a natural person (for example, a corporation), the undersigned has the authority to bind the Applicant.

Applicant name (please print) Applicant title Applicant signature Date (Yr/Mth/Day)

Mail to: Energy Efficiency & Conservation – EnerTracker Program
FortisBC Energy Inc. 16705 Fraser Highway
Surrey BC, V4N 0E8

Fax to: 604-592-7618
Email to: enertracker@fortisbc.com

EnerTracker Program Terms and Conditions

Overview

The EnerTracker Program (the "Program") from FortisBC Energy Inc. ("FortisBC") is designed to encourage commercial and institutional building owners and operators to reduce natural gas consumption, greenhouse gas ("GHG") emissions and associated operating costs by providing access to detailed natural gas consumption data.

The Program is applicable to existing commercial and institutional customers who currently have an Automatic Meter Reader ("AMR") installed at their building (each, an "Applicant") and who otherwise meet the eligibility criteria stipulated below. The Program offsets the cost of purchasing access rights to an Energy Management Information System ("EMIS") for qualifying Applicants. An EMIS is software which allows customers to monitor their buildings' performance, pinpoint inefficiencies, take steps to resolve the situation, and receive timely feedback on the results.

Eligibility criteria

1. To be eligible to participate in the Program the building(s):
 - 1.1. must be located within the FortisBC service territories and receive natural gas service from FortisBC under any of the following rate classes, as amended from time to time: 5, 22, 23, 25, 27, 7
 - 1.2. must not be located on the Sunshine Coast, Vancouver Island, or in Whistler
 - 1.3. must be in a location with reliable cellular communications coverage
 - 1.4. utilize a natural gas billing meter equipped with an existing AMR device as provided by FortisBC
 - 1.5. must not be a participant in BC Hydro's Continuous Optimization Program
 - 1.6. must have been provided with natural gas service, via an account registered to the Program Applicant, for at least 12 months prior to application
 - 1.7. must not have undergone any significant renovations or retrofits in the 12 months prior to application
 - 1.8. natural gas consumption cannot be derived primarily from a process load*
 - 1.9. must not be a multi-unit residential building (e.g. strata, condo or private ownership apartment building)
2. In addition to the above, the Applicant must:
 - 2.1. own/occupy the whole building and must be the only customer consuming gas from the natural gas billing meter
 - 2.2. have a functioning internet connection
 - 2.3. have a functioning computer system which meets the minimum requirements set out in their selected EMIS vendor's terms and conditions
 - 2.4. have a staff member responsible for energy management and a corporate culture of energy efficiency

* 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.

Program offer

1. FortisBC will provide approved Applicants with access to an EMIS. Access to the EMIS is subject to the following:
 - 1.1. Access will only be provided for buildings which conform in all respects to the Eligibility Criteria.

- 1.2. Access is provided via a limited, non-exclusive, non-transferable license, which may not be sub-licensed, to use the EMIS solely for the participant's internal business purposes in accordance with these Terms and Conditions.
- 1.3. Access is limited to natural gas consumption data, and one data stream AMR device. In buildings with multiple gas meters FortisBC reserves the right to limit the number of AMR devices provided with access to the EMIS.
- 1.4. Access is granted for a period of up to three years, ending December 31, 2015.
2. In support of the above FortisBC will:
 - 2.1. provide interval data from FortisBC's AMR
 - 2.2. pay EMIS software licensing costs and support costs
 - 2.3. provide user support to Program participants as stipulated below:
 - 2.3.1. training videos via the EMIS software providers (the "EMIS Provider")
 - 2.3.2. phone support via FortisBC account managers between 9:00 am and 4:00 pm PST
3. FortisBC will retain EMIS Providers to provide the EMIS service and the Applicant must select an EMIS Provider from this pool. FortisBC reserves the right to designate a specific EMIS Provider, and/or to subsequently change the EMIS Provider to meet Program requirements. Ownership of any additional meter equipment, including data loggers and monitoring devices ("Additional Equipment") provided by FortisBC shall remain with FortisBC. If the Program is terminated for any reason, then the participant will return any Additional Equipment provided by FortisBC in the same condition as it was provided, subject to reasonable wear and tear.
4. Applicants agree to allow FortisBC access to their building(s) in order to upgrade, maintain, remove, or otherwise interact with the Additional Equipment. Applicants requiring an AMR upgrade may experience a delay in EMIS access pursuant to Application Process, Item 4.

Conditions of EMIS use and receipt of data

The Applicant understands and accepts that:

1. **THE DATA PROVIDED VIA THE EMIS IS NOT BILLING QUALITY DATA AND THAT WHERE ANY DISCREPANCY BETWEEN EMIS CONSUMPTION DATA AND FORTISBC ACCOUNT BILLING DATA MAY BE FOUND FORTISBC ACCOUNT BILLING DATA SHALL PREVAIL.**
2. The natural gas consumption data provided is not "real time" and may be provided with up to a 72 hour delay.
3. The availability of natural gas consumption data may be temporarily interrupted or the provided data may be temporarily erroneous for a variety of reasons. The Applicant will receive the correct data via the EMIS as soon as such becomes available.
4. The Applicant is responsible for maintaining the confidentiality of his/her account password, and for all activities that occur under the Applicant's accounts. The Applicant shall immediately notify FortisBC of any unauthorized use of the Applicant's password or account. The Applicant agrees that FortisBC will not be liable for any loss or damage arising from any failure to provide FortisBC with accurate information or to keep passwords secure.
5. The Applicant shall ensure and shall instruct all of its personnel having access to the EMIS software to ensure that no "personal information," as defined in the Personal Information Protection Act (British Columbia) is entered into the EMIS software.
6. FortisBC will have the right to access and export EMIS data from the natural gas meter for which the EMIS has been provided ("EMIS Data"), and use such EMIS Data for FortisBC's internal research and analysis purposes only.

7. The Applicant's use of the EMIS software is at its own risk, and FortisBC shall not be responsible or liable in any way for any costs, injury, damages or claims related to the technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any email or website, or any combination thereof, arising out of or in any way connected with the EMIS software.
8. The Applicant will assign a designated staff member to be FortisBC's point of contact. This point of contact will be responsible for working with FortisBC.

Application process

To participate in the Program Applicants must conform in all respects to the Eligibility Criteria stated above and must:

1. Submit a completed application form** to FortisBC at:
 - 1.1. Email: enertracker@fortisbc.com
 - 1.2. Fax: 604-592-7325
 - 1.3. Mail: FortisBC Energy Inc.,
Energy Efficiency and Conservation - EnerTracker
16705 Fraser Highway
Surrey, BC V4N 0E8
- **Application form may be downloaded from fortisbc.com/enertracker.
2. Allow up to three weeks processing or five weeks if application form is submitted by mail. If approved, Applicants will receive an email from their EMIS Provider of choice with log in instructions. Applicants requiring an upgraded AMR will be informed in writing and will need additional processing time pursuant to Application Process, Item 4, below.
3. Log on, read through and accept the EMIS Provider's terms of service at each applicable level (organization, user, etc.)
4. Customers requiring an upgraded AMR should allow for the following times for completion:
 - 4.1. Lower Mainland: two – four weeks
 - 4.2. Interior South: three – six weeks
 - 4.3. Interior North: three – six weeks

Additional Terms and Conditions

1. FortisBC reserves the right to amend, modify or terminate this Program or EMIS access at any time based on funding limitations, breach of either FortisBC's or the EMIS Provider's terms and conditions, or for any other reason, without notice.
2. FortisBC reserves the right to limit the number of Applicants it accepts into the Program; participation will be offered on a first come first served basis.
3. The Applicant acknowledges that by participating in the Program, the Applicants building(s) may use less natural gas and produce fewer emissions. The parties agree that, unless the Applicant is mandated, by legislation or regulation, to claim any environmental attributes associated with the reduction in emissions, FortisBC will own any environmental attributes associated with the reduction in emissions from the building(s) and at FortisBC's own cost, administer any environmental attributes, including, but not limited to, GHG offsets associated with the participating building(s), which may include quantifying, validating and registering the environmental attributes or GHG credits, and retain the associated environmental attributes or GHG credits.
4. FortisBC does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Program.
5. FORTISBC, NOT BEING THE DESIGNER OR MANUFACTURER OF THE EMIS, MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AS TO THE FITNESS, DESIGN OR CAPABILITY OF THE MATERIAL, EQUIPMENT, SOFTWARE, OR WORKMANSHIP OF THE EMIS OR ANY DIRECT OR INDIRECT INSTALLATION PROCEDURES. NOR ANY WARRANTY THAT THE EMIS WILL SATISFY THE REQUIREMENTS OF THE PARTICIPANT OR ANY LAW, SPECIFICATION OR CONTRACT.

6. THE APPLICANT DOES HEREBY INDEMNIFY AND SAVE 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 PROGRAM.
7. For the purposes of this Program, and these Terms and Conditions, "Applicant Information" means all information disclosed by the Applicant in any Program application materials, including such personal information as disclosed by the Applicant, as well as energy use and consumption data, billing data or other EMIS Data specific to the buildings at which an AMR is installed and which are the subject of this Program for a period of up to two years prior to participation in the Program to one year after such participation ends. By applying for this Program, the Applicant acknowledges and agrees that:
 - 7.1. FortisBC collects and uses the Applicant Information for the purposes of processing, administering and evaluating the Program and developing other FortisBC energy efficiency programs.
 - 7.2. FortisBC, its affiliates, designated agents, or EMIS Providers may contact the Applicant in the future to review the effectiveness of the Program, which may include surveys.
 - 7.3. FortisBC may retrieve the Applicant'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.
 - 7.4. FortisBC may disclose the Applicant Information to its affiliates for the purposes of administering and evaluating this Program and developing other FortisBC energy efficiency programs.
8. The Applicant acknowledges that FortisBC is a "public utility" as defined in the Utilities Commission Act, R.S.B.C 1996, c. 473, and further acknowledges and agrees that program offering is subject to the approval of the British Columbia Utilities Commission ("BCUC") on terms satisfactory to FortisBC, acting in its sole discretion. In the event that the BCUC withdraws approval or changes the terms and conditions of such approval either with respect to this Program or energy efficiency funding generally, on terms and conditions not satisfactory to FortisBC, in its sole discretion, FortisBC may terminate the Program and the Applicant acknowledges and agrees that FortisBC shall be under no obligation to continue the Program, pay any rebate and/or compensation to the Applicant.
9. The Program is independent of other incentives and rebates by FortisBC and/or other utilities, manufacturers, or government incentive programs or grants.
10. Program participation cannot be assigned or transferred. Services and rebates, if applicable, will be provided/payable to the participant only.
11. The Applicant does hereby agree to allow FortisBC to publish the Applicant's business name, a general description of the project and resulting energy performance and payback period for the purpose of promoting the Program. The Applicant will review and approve any promotional material prior to publication, such approval not to be unreasonably withheld or delayed. The Applicant further agrees not to use the FortisBC name or any of its trademarks or logos without the express written consent of same, such approval not to be unreasonably withheld.
12. The Applicant agrees to acknowledge the assistance provided by FortisBC in all publications, publicity material and other forms of release or communication pertaining to the installation of the boiler(s). All such communications mentioning FortisBC must first be submitted to and approved in writing by FortisBC before publication.
13. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications.
14. FortisBC reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements.