



HOME ASSISTANCE PROGRAM BUILDING OWNER/MANAGER APPLICATION

Complete this Building Owner/Manager Application (“Application”) if you are interested in participating in the Home Assistance Program and you own or manage the building, and the building is NOT a social and/or assisted housing.

Buildings that are not social and/or assisted housing:

- are only eligible to receive a replacement refrigerator, freezer, portable dehumidifier or window air conditioner, if the tenant owns the existing appliance, and is eligible to participate in the **Home Assistance Program**

If your Application is approved by **Brantford Power Inc. (“BRANTFORD POWER”)**, **BRANTFORD POWER** may contact you to discuss an outreach approach to determine if your building is eligible for the Home Assistance Program. If it is, an energy audit would follow to identify the measures that could be implemented to achieve energy savings in that residence. Where the building is eligible, where opportunities are identified by the energy audit and provided that the Building Owner/Manager Consent is completed and accepted by BRANTFORD POWER, the energy efficient devices and products (listed in Section 3 below) may be provided to that residence. Those products and devices can increase home comfort and reduce energy costs.

If you need assistance completing this form, please contact the Home Assistance Program Care Centre at **1-855-230-6584** or email homeassistance@summerhill.com

1. Building Owner/Manager Information	
Building Owner/Manager Legal Name:	Phone Number:
Building Owner/Manager Address:	City/Town:
Postal Code:	Email Address:
The Building Owner/Manager: <input type="checkbox"/> Owns the home/building	<input type="checkbox"/> Manages the building
2. Building Information	
Building Type: <input type="checkbox"/> Fully detached <input type="checkbox"/> Semi-detached <input type="checkbox"/> Row house / Townhouse <input type="checkbox"/> Duplex/triplex <input type="checkbox"/> Mobile home <input type="checkbox"/> Multi-unit low-rise (up to 3 storeys)	
Electricity Provider:	Account number:
Does Building Owner/Manager pay the building electricity bill? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the building electric bulk metered or individually sub-metered? <input type="checkbox"/> Bulk-metered <input type="checkbox"/> Sub-metered	
What type of heating does the building have?: <input type="checkbox"/> Electric <input type="checkbox"/> Natural gas <input type="checkbox"/> Other _____	
Does Building Owner/Manager pay the building heating bill? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Approximate year that the building was built:	Number of units in building:

Only units that are heated by electricity are eligible to receive the programmable thermostat, draftproofing or insulation.





If the building is heated by natural gas, the gas utility is:

- Enbridge
- Union
- Kingston
- Kitchener
- NRG
- Other

Water Heating:

Only units that have electric water heating are eligible to receive the efficient showerheads, aerators, hot water tank pipe insulation and hot water tank insulation.

3. Energy Efficient Devices and Products

BRANTFORD POWER reserves the right not to approve your Application for any reason.

BRANTFORD POWER may refuse to provide energy efficient devices and products at any time and for any reason, including failure to meet eligibility requirements, due to conditions of the unit that would prevent energy efficient products or devices from resulting in electricity savings, failure to meet **Home Assistance Program** terms and conditions including this Application and the applicable consent form(s), safety conditions, or lack of funding. **BRANTFORD POWER MAY DETERMINE AT ITS SOLE DISCRETION WHICH ENERGY EFFICIENT DEVICES AND PRODUCTS WILL BE PROVIDED AND MAY REFUSE TO PROVIDE ANY ITEM FOR ANY REASON. BRANTFORD POWER HAS THE RIGHT TO TERMINATE THIS HOME ASSISTANCE PROGRAM AT ITS DISCRETION.**

4. Consent for Installation of Program Measures/Efficient Devices

- The Building Owner/Manager consents to **BRANTFORD POWER** installing or replacing the following equipment at no cost.
- The Building Owner/Manager consents to **BRANTFORD POWER** removing and disposing of any existing equipment replaced by this installation.

Basic Measures

- Eligible Light-Emitting Diode Light Bulbs
- Block Heater Timer
- Smart Power Bar
- Clothes Drying Rack
- Recessed Downlight Fixture
- Hot Water Tank Pipe Insulation¹
- Hot Water Tank Insulation¹
- Efficient Showerheads¹
- Efficient Aerators¹

Extended Measures

- Eligible Refrigerator Replacement²
- Eligible Freezer Replacement²
- Eligible Window Air Conditioner Replacement²
- Eligible Portable Dehumidifier Replacement²
- Programmable Thermostats³
- Attic, Wall and Basement insulation³
- Draftproofing³

- I have read, and consent to the replacement of the above measures

Building Owner/Manager Signature: _____

If you do not consent to the installation/replacement of Building Owner/Manager owned measure(s), indicate which item(s): _____

¹The unit must have electric water heating to receive these measures.

²The unit must be electrically heated to receive these measures.



5. Participant Agreement Terms and Conditions:

By signing and submitting this Application, the Building Owner/Manager hereby agrees that:

- 1 All information contained in this Application is complete, true and accurate.
- 2 The Building Owner/Manager represents and warrants that it owns the building, and/or has all necessary rights and authority to consent to the provision of energy efficient devices and measures in a unit within the building, subject to the relevant tenant's consent.
- 3 The Building Owner/Manager agrees that **BRANTFORD POWER** may, subject to the relevant tenant's consent, conduct an energy audit of the said unit, deliver, install and replace any of the energy efficient devices and products set out above at the said unit, and remove and dispose of the existing appliance or fixture.
- 4 Subject to eligibility and the availability of funds, energy efficient devices and products may be provided and/or installed at no cost to you. If you and your building are offered any energy efficient products or devices, you will be asked to complete a Building Owner/Manager Consent form to receive any such items.
- 5 The Building Owner/Manager confirms that the building has not previously received any energy efficient devices or products from the Home Assistance Program.
- 6 The Building Owner/Manager confirms that any newly installed energy efficient refrigerator, freezer, window air conditioner or dehumidifier will become the property of the person who owned the replaced refrigerator, freezer, window air conditioner or dehumidifier.
- 7 The Building Owner/Manager shall not remove any replaced fixture or appliance, where the new fixture or appliance is the Building Owner/Manager's property, for a minimum period of four years from the date it was installed. The Building Owner/Manager shall not remove installed measures before the expected service life unless the equipment fails or is replaced by a more energy efficient measure (such more energy efficient measure is not eligible to be provided by the Home Assistance Program).
- 8 The Building Owner/Manager will participate in any follow up surveys, studies, audits, evaluations or verifications conducted by **BRANTFORD POWER** and/or the Independent Electricity System Operator ("**IESO**") and/or their respective agents and contractors, (collectively, the "**Home Assistance Program Operators**") in connection with the Home Assistance Program, including for the purpose of proper administration, monitoring and verification of delivery of the energy efficient devices or products, evaluation of Home Assistance Program, and to assess the performance of the Home Assistance Program, and the Building Owner/Manager and will provide to the Home Assistance Program Operators reasonable access to the Building Owner/Manager's records and the building for such purposes. The Building Owner/Manager agrees that the Home Assistance Program Operators can contact it, including by phone or by visiting your building.
- 9 The Building Owner/Manager hereby consents to the collection, use, disclosure and other handling of any information it provides to the Home Assistance Program Operators, including personal information and records showing historical energy use and consumption (the "**Building Owner/Manager Information**") by the Home Assistance Program Operators for purposes relating to the operation, administration or assessment of the Home Assistance Program, and in connection with any reporting activities relating to the Home Assistance Program, which shall include, without limitation: (i) sharing of Building Owner/Manager





Information among the Home Assistance Program Operators; (ii) use by the Home Assistance Program Operators of the Building Owner/Manager Information provided to conduct, analyze and report on the results of surveys and to modify the Home Assistance Program based on such surveys; (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Ontario Environmental Commissioner or their respective successors; and (iv) sharing of Building Owner/Manager Information to the Building Owner/Manager's natural gas distributor for the sole purpose of offering additional energy efficiency program opportunities.

- 10 All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings or demand savings for which the energy efficient devices and products have been provided, all rights to any fungible or non-fungible attributes; all rights relating to the nature of energy source as may be defined and awarded through applicable laws and regulations or voluntary program; specific environmental attributes including rights to any credits, entitlements or other instruments; all the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit reduction right, offset, allocated pollution right, and emission reduction allowance; and all revenues, entitlements, benefits and other proceeds arising from or related to the foregoing (collectively, the "**Environmental Attributes**") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust for, by the Building Owner/Manager to or in favour of **BRANTFORD POWER**, in its capacity as agent for and on behalf of the IESO, and not for the **BRANTFORD POWER's** own benefit. Until the IESO notifies the Building Owner/Manager otherwise, **BRANTFORD POWER**, in its capacity as agent, shall be entitled, unilaterally and without the consent of the Building Owner/Manager, to deal with such Environmental Attributes on behalf of the IESO in any manner **BRANTFORD POWER** determines. The Building Owner/Manager acknowledges that the IESO may direct the Building Owner/Manager in the same manner as the **BRANTFORD POWER** and that until the IESO notifies the Building Owner/Manager otherwise the **BRANTFORD POWER** may direct the Building Owner/Manager to take such actions and do all such things necessary to certify, obtain, qualify and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for the IESO, and the Building Owner/Manager shall comply with any such directions, and the Building Owner/Manager will be entitled to reimbursement of the cost of complying with such direction, provided that the IESO or **BRANTFORD POWER**, acting reasonably, has approved such cost in writing prior to the cost being incurred by the Building Owner/Manager.
- 11 **BRANTFORD POWER** and the IESO may publicize the Building Owner/Manager's participation in the Home Assistance Program. The Building Owner/Manager can market, report and publish environmental benefits and savings results associated with participating in the Home Assistance Program.
- 12 Neither of the IESO nor **BRANTFORD POWER** nor any of their respective officers, directors, employees, affiliates and such affiliates' respective officers, directors or employees (collectively "**Representatives**") will be liable for any injury, damage or loss to persons or property arising from or related to the audit, installation or the use of energy efficient products or devices, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, omissions, negligence or misconduct by **BRANTFORD POWER**, or IESO or their respective Representatives or any contractor who delivers the energy efficient devices or products, and the Building Owner/Manager hereby releases the IESO, **BRANTFORD POWER** and their respective Representatives of, from and against any of the foregoing.





- 13 The Building Owner/Manager must comply with all applicable laws to enter each tenant's unit.
- 14 There are no representations, warranties, or conditions of **BRANTFORD POWER** or the IESO, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Without limiting the generality of the foregoing, the Building Owner/Manager acknowledges that its participation in the Home Assistance Program is based upon its own assessment of Home Assistance Program and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any electricity savings or demand savings, which are expressly disclaimed by the Building Owner/Manager.
- 15 Except as otherwise provided, this Application and the Building Owner/Manager Consent constitute the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Application. This Application may not be varied, amended or supplemented except by an agreement executed by both of the parties. This Application will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Application will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of this Application, which will remain in full force and effect.
- 16 This Application will ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Application may not be assigned by the Building Owner/Manager to another person other than an affiliate except with the prior written consent of the **BRANTFORD POWER**, which consent may be unreasonably withheld or delayed.
- 17 Except as provided in sections 7, 8, 9 and 10 of Section 5 of this Application, this Application is solely for the benefit of:
 - (i) **BRANTFORD POWER** and its successors and assigns, with respect to the obligations of the Building Owner/Manager under this Application, and
 - (ii) the Building Owner/Manager and its successors and permitted assigns, with respect to the obligations of **BRANTFORD POWER** under this Application;and this Application will not be deemed to confer upon or give to any other person any claim or other right or remedy.
- 18 The Building Owner/Manager shall not use the energy efficient devices and products as a basis for applying to the Landlord and Tenant Board (being the "Board" in the *Residential Tenancies Act*), for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the *Residential Tenancies Act*.
- 19 This Application may be executed and delivered by facsimile transmission or by any other method of electronic execution and the parties may rely upon all such signatures as though such signatures were original signatures.
- 20 Each party to this Application will comply, in all material respects, with all laws and regulations required to be complied with in the performance of its obligations hereunder.
- 21 As a participant in the Home Assistance Program, the Building Owner/Manager consents to





the collection, use and disclosure of its personal information by **BRANTFORD POWER** and IESO in connection with the Home Assistance Program including for purposes of reporting, follow-up surveys, studies and audits, and the provision to the IESO of the Building Owner/Manager's past and current energy usage for such purposes. The Building Owner/Manager understands that in connection with such reporting, surveys, studies and audits, the IESO and/or **BRANTFORD POWER**, may contact the Building Owner/Manager directly including by email and other electronic communication.

22 Pursuant to Canada's anti-spam legislation (hereinafter "**CASL**"), **BRANTFORD POWER**, on behalf of the IESO and **BRANTFORD POWER** is hereby requesting your Express Consent (as that term is meant in CASL and its associated regulations) to contact you at the electronic address identified in this Application. Please check the following boxes if:

- you wish **BRANTFORD POWER**, to communicate with you by email in connection with future conservation programs, customer satisfaction surveys, and other related purposes. You may withdraw your consent at any time by contacting **BRANTFORD POWER** at Customerservices@brantfordpower.ca or mail to **BRANTFORD POWER** 220 Colborne St, PO Box 515, Brantford, ON, N3T 6L6.
- you wish the IESO to communicate with you by email in connection with future conservation programs, customer satisfaction surveys and other related purposes. You may withdraw your consent at any time by contacting the IESO at customer.relations@ieso.ca or mail to IESO, 120 Adelaide St. W, Suite 1600, Toronto, Ontario M5H 1T1 on whose behalf **BRANTFORD POWER** is requesting this confirmation.

Participants may access or obtain a copy of **BRANTFORD POWER's** privacy policy at brantfordpower.com or contact **BRANTFORD POWER** at 519-751-3522 and a copy of IESO's privacy policy at <http://www.ieso.ca/Pages/Privacy-Policy.aspx> or contact the IESO at privacy@ieso.ca.

BUILDING OWNER/MANAGER /LEGAL COMPANY NAME:	AUTHORIZED SIGNATURE:	DATE:
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NAME:	TITLE:
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AUTHORIZED SIGNATURE:	DATE:
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NAME:	TITLE:
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I/we have authority to bind the Building Owner/Manager

