



Home Assistance Program SOCIAL AND/OR ASSISTED HOUSING BUILDING OWNER/MANAGER APPLICATION

Complete this Social and/or Assisted Housing Building Owner/Manager Application (“Application”) if you are interested in participating in the Home Assistance Program and your building is a social and/or assisted housing.

If you need assistance completing this Application, please contact the Home Assistance Program Customer Care Centre at 1-855-230-6584 or email homeassistance@summerhill.com
Completed forms should be submitted to:

By Mail	By Fax	By E-mail
Attn: Home Assistance Program Summerhill Group 30 Commercial Road Toronto, ON M4G 1Z4	416-922-1028	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:
Building Address:	City/Town:
Postal Code:	Number of units in 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	
Is the heating bulk metered or individually sub-metered? <input type="checkbox"/> Bulk-metered <input type="checkbox"/> Sub-metered	
If heated with natural gas, your provider is <input type="checkbox"/> Enbridge <input type="checkbox"/> Union <input type="checkbox"/> Kingston <input type="checkbox"/> Kitchener <input type="checkbox"/> NRG	

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



Unit Number

To determine your building's eligibility to receive energy efficient products and devices, Brantford Power Inc. (BRANTFORD POWER) will conduct an energy audit of each unit listed below and will require access to the unit. Please specify which units you are requesting to participate in the program. The Building Owner/Manager confirms that it has complied with all legal and other requirements to permit entry, including notice requirements.

Participant Agreement Terms and Conditions:

By signing and submitting this Application, you confirm and agree to comply with and be bound by the following:

1. The building is three or fewer stories in height and is one of the following and can provide supporting documentation to that effect, satisfactory to **BRANTFORD POWER**:
 - (i) a non-profit corporation under the *Housing Services Act, 2011* ("**HSA**"), excluding a housing co-operative (for certainty unless it meets the criteria in (v) below)
 - (ii) a non-profit housing corporation that manages or owns rural residential housing or First Nation residential housing,
 - (iii) a non-profit housing corporation that manages or owns residential buildings under the Affordable Housing Program offered by the Ministry of Municipal Affairs and Housing,
 - (iv) a non-profit organization or a municipal/provincial government that manages, administers or owns residential supportive housing, shelters and hostels, or
 - (v) a non-profit housing co-operative listed under O.Reg 368/11 of the HSA and governed under the *Co-operative Corporations Act*, or such other non-profit housing co-operative approved by the Independent Electricity System Operator ("**IESO**"), where 80% of such housing, as confirmed by the Building Owner/Manager is inhabited by individuals who would otherwise qualify as an individual that meets the Participant Eligibility criteria in the saveONenergy Home Assistance Program rules..
2. All information contained in this Application is complete, true and accurate.
3. The Building Owner/Manager confirms that the building has not previously received any energy efficient devices or products from the Home Assistance Program.
4. **BRANTFORD POWER** reserves the right not to approve your Application for any reason in its sole discretion. **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.
5. The Building Owner/Manager represents and warrants that it owns the building, and/or has all necessary rights and authority to consent to participate in the Home Assistance Program as applied for in this Application. Where the Building Owner/Manager authorizes **BRANTFORD POWER** to conduct an energy audit and to install energy efficiency measures, the Building



Owner/Manager represents and warrants that such measures are being installed only on its property, and not on the tenant's property. If your Application is approved, you authorize BRANTFORD POWER and/or its contractors to enter your building and the units identified in your Application to conduct an energy efficiency audit at no cost to you.

6. The Building Owner/Manager agrees that **BRANTFORD POWER** may conduct an energy audit of the unit, deliver any of the energy efficient devices and products and remove or dispose of the existing appliance or fixture.
7. Subject to 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.
8. The Building Owner/Manager and the building's information will not be shared except as set out in this Application.
9. 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.
10. 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).
11. The Building Owner/Manager will participate in any follow up surveys, studies, audits, evaluations or verifications conducted by **BRANTFORD POWER** and/or the IESO and/or their respective agents **BRANTFORD POWER**, the IESO and 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 the **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.
12. 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 Initiative, 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 among the Home Assistance Program Operators to the Building Owner/Manager's natural gas distributor for the sole purpose of offering additional energy efficiency program opportunities.



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 **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 **BRANTFORD POWER** and that until the IESO notifies the Building Owner/Manager otherwise **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 the LDC, acting reasonably, has approved such cost in writing prior to the cost being incurred by the Building Owner/Manager.

13. The Building Owner/Manager can market, report and publish environmental benefits and savings results associated with participating in the **Home Assistance Program**.
14. **BRANTFORD POWER** and the IESO may publicize the building's participation in the Home Assistance Program.
15. The Building Owner/Manager must comply with all applicable laws to enter each tenant's unit.
16. The Building Owner/Manager must ensure that the Eligible Measures apply only to Social and/or Assisted Housing Property.
17. 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 (including without limitation any economic loss, loss of goodwill, loss of profit or any direct, indirect, special or consequential damages, and any costs, losses, expenses, fines, liabilities, obligations, actions, causes of action, suits, proceedings, debts, penalties and demands arising there from or connected herewith, of any nature or kind whatsoever, 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 the 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.
18. 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 the **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.

19. 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.
20. 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 **BRANTFORD POWER**, which consent may be unreasonably withheld or delayed.
21. Except as provided in bullet 12, 13, 14, and 16 of this Application is solely for the benefit of:
 - **BRANTFORD POWER** and its successors and assigns, with respect to the obligations of the Building Owner/Manager under this Application, and
 - 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.
22. 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*.
23. 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.
24. 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.
25. As a participant in the Home Assistance Program, the Building Owner/Manager consents to the collection, use and disclosure of my 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.

26. 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:

NAME:

TITLE:

AUTHORIZED
SIGNATURE:

DATE:

NAME:

TITLE:

I/we have authority to bind the Building Owner/Manager

