

## Terms and Conditions Rental Apartment Retrofit Accelerator Pilot Program

Updated November 2023

The information provided in these Terms and Conditions and the Rental Apartment Retrofit Accelerator Participant Guide (<https://landlordbc.ca/wp-content/uploads/2023/08/RARA-Participants-Guide.pdf>) form the Program Requirements.

### Administrators

1. The Rental Apartment Retrofit Accelerator Pilot Program (The "Program") is a LandlordBC (LLBC) initiative and is administered in partnership with Fisher Resource Efficiency Solutions Company (FRESCO) ("Program Administrator") and funded by the City of Vancouver, CleanBC, the Province of British Columbia and British Columbia Hydro and Power Authority ("Program Partners/Funding Partners").

### Eligibility Criteria

- a. Buildings must be market rental apartment buildings located within the City of Vancouver municipal boundary.
- b. Buildings must have an active natural gas utility account and gas fired mechanical equipment with interest to replace with a low-carbon alternative.
- c. Buildings must have a minimum of 10 units in the building.
- d. Buildings must not be connected to a district energy system.
- e. Owners/managers must be planning to undertake a retrofit that will provide a net decrease in GHGs and result in energy impacts that are measurable and verifiable.
- f. Owners/managers must have the capacity required (including sufficient financial resources of which the participant will need to sign a letter of intention (LOI) declaring that they do have sufficient financial resources to cover costs of the upgrades) to move forward with a retrofit project that will be completed by March 31, 2025.
- g. Owners/managers must consent to having the screening assessment, detailed assessment, energy benchmarking data, commissioning and measurement and verification results shared with LLBC, the Program Administrator and Program Partners/Funding Partners.
- h. Owners/managers should be willing to have a case study report completed on the retrofit project if they receive funding through the program. The case study will be carried out by FRESCO and paid for by the RARA program.

### Participant Responsibilities, Representations and Warranties

2. By applying to the Program, the Participant represents, warrants and agrees as follows:
  - a. Any information disclosed by the Participant to LLBC or the Program Administrator may be shared between them and to the Program Partners/Funding Partners. This includes the Participant's building information, information for benchmarking, retrofit plans, costs of retrofits, consumption data and account details in accordance with these terms and conditions, for the purpose of administering, conducting, and evaluating the Program, future programs and/or policy development.
  - b. The Participant will allow LLBC and the Program Administrator reasonable access to the building(s) that is/are the subject of an application to the Program.
  - c. The Participant will take all reasonable measures and actions to ensure such building(s) is/are safe for LLBC

- and the Program Administrator, mechanical designers and contractors to enter and deliver the Program Offerings.
- d. The Participant will have to evaluate retrofit options with retrofit support assistance from the Program Administrator.
- e. The Participant will hire and pay for mechanical contractors and engineers as needed to complete the building retrofits they undertake.
- f. The Participant will assign a representative to work with the Program Administrator to develop a Tenant Impact Plan by following the guide developed by the City of Vancouver called the *Best Practices for Working with Tenants During Renovations*.
- g. If the Participant is to receive funding for retrofits, the Participant is expected to review and sign the Letter of Intent which outlines the responsibilities of the Participant.
- h. If work is being undertaken during the COVID-19 emergency period or similar future events, Participants will be expected to follow Provincial orders to ensure the safety of tenants and workers.
- i. The Participant will allow the Program Administrator to conduct any performance/evaluation testing as requested, including but not limited to, energy benchmarking, commissioning, measurement and verification (M&V) and surveys.

### Availability of Funding.

3. Funding is limited. The Program Administrator and LLBC, at their sole discretion, may prioritize applications and determine the level of grant amount, if any, the Participant will receive.
  - a. Rental Apartment Retrofit Accelerator grants up to \$500,000 per retrofit project. Program grants and other incentives can be combined to access up to 100% of total eligible retrofit costs.
  - b. Total eligible retrofit costs will be calculated based on: Product costs, installation costs, design costs, electrical capacity upgrades, other required retrofit costs, and other fees (permits, etc.)

### Timing and Payment of Grant(s)

4. Grant payments will be issued via Electric Funds Transfer (EFT) to the Participant.
  - Processing of grants may take up to 90 days from the date that all required documents are received, or longer if application is selected for site verification. The Program Administrator, LLBC and Program Partners/Funding Partners are not responsible or liable for lost, delayed, damaged, or incomplete grant payments or applications.

### General Terms and Conditions

- By submission of an application, the Participant agrees to all terms and conditions herein and within the participant guide, as they may be amended from time to time.
- LLBC may modify the terms or terminate the Program, and the Program Partners/Funding Partners may change or discontinue funding, at any time and for any reason, without penalty or further obligation.
- The Program Administrator and LLBC reserve the right to accept or reject applications which they determine, in their sole discretion, are incomplete, inaccurate, or otherwise do not meet Program requirements.
- Decisions of Program Administrator and LLBC are final and binding and not subject to appeal. Program Administrators

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may provide reasons for their decisions but are under no obligation to do so.

- The Program Administrator, LLBC and the Program Partners/Funding Partners do not endorse any particular consultant, manufacturer, measure, system, design, contractor, supplier or installer. It is the sole responsibility of the Participant to the suitability of the foregoing for its purposes and undertake any due diligence the Participant considers necessary and appropriate.
- The Participant is responsible for choosing products and contractors and complying with all applicable laws, regulations and bylaws when completing energy efficiency retrofits (with tenants in place).

### Product Installation and Eligibility

- a. Equipment cannot be purchased before finalizing and signing the program Grant Agreement, otherwise funding will not be provided.
- b. All equipment and products installed as part of a retrofit must be new, in good working order and not previously installed in another building.
- c. The Participant is responsible for the safe removal, decommissioning, modification (where applicable), and disposal/recycling of old equipment and products in accordance with all applicable laws, including environmental laws and regulations. Further, the Participant hereby agrees to the disposal of old equipment and products in accordance with the manufacturer's specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction. Old equipment must not be resold or reused as this may result in a request to repay program financial rebates.

### No liability.

5. Program Administrator, LLBC and Program Partners/Funding Partners make no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, improvement or service, or skill of any contractor. LLBC, the Program Administrators, and the Program Partners/ Funding Partners accept no liability or responsibility for the products, improvements, the services or use of any contractor as it relates to the Program. The Participant hereby indemnifies and holds harmless LLBC, the Program Administrator and the Program Partners/Funding Partners, including their affiliates, and any of their respective officers, directors, employees, agents, contractors or representatives from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Administrators or the Program Partners/Funding Partners may sustain, incur, suffer or be put to at any time during or after the Participant's participation in the Program, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Participant.
  - a. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, LLBC, Program Administrators, the Program Partners/Funding Partners, their affiliates or any of their respective officers, directors, employees, agents, contractors or representatives for any and all loss or damage arising from participation in the Program or the installation and/or use of products, equipment, services or improvements.

### Personal Info/Consent to Use and Disclosure of Information

6. The Participant acknowledges, consents and agrees to the following:
  - o The Program Administrator and LLBC, collect, use and disclose personal information in accordance with provisions of the Personal Information Protection Act ("PIPA") and its Privacy Policy (which is located at <https://www.frescoltd.ca/privacy-policy/>) and (<https://landlordbc.ca/privacy-policy/>)
  - o The Program Partners/Funding Partners collect, use and disclose personal information in accordance with provisions of the Freedom of Information and Protection of Privacy Act and other applicable legislation and its Privacy Policy which is located at (<https://vancouver.ca/your-government/privacy-statement.aspx#redirect>), (<https://www2.gov.bc.ca/gov/content/home/privacy>) and (<https://bchydro.com/privacy>).
  - o The collected information whether provided by the Participant, obtained during site visits, through enquiries, contained in, or forming part of, any documents submitted as part of the Program or generated by the Program Administrator as part of the Participant's participation in the program and disclose the information to employees, affiliates, contractors, representatives, agents, facilitators, initiators, funding partners and program partners, to verify eligibility, calculate grants, process, manage, administer, audit, evaluate and report on the Program, the funding amounts and the Participant's participation.
  - o The information can also be used to monitor, audit and assess compliance with these terms and conditions, and to develop other energy conservation programs; retrieve account data, including billing, energy use and consumption, for a period of three years prior to, and three years after, the Product installation dates to evaluate consumption behavior and energy savings attributable to the Program, and to collect, use and disclose such account data pursuant to the above.
  - o The Program Administrator, LLBC or Program Partners/Funding Partners reserves the right to contact Participants by phone, email, direct mail or similar methods for the purposes of administering, evaluating, researching all elements of Program or to conduct surveys, interviews, assessments or to provide related program information anytime up to two years after the end of the Program.
  - o If you have questions regarding your personal information, contact FRESCO's Privacy Officer at [info@frescoltd.com](mailto:info@frescoltd.com)
  - o You can opt out of receiving communications anytime by contacting FRESCO and requesting to be unsubscribed.
  - o When you use the website, FRESCO and/or LandlordBC will collect anonymous information using website analytics and other tracking tools about how visitors use the Program website in order to continually improve the website experience.