

# Energy Capacity Upgrade Trial Terms and Conditions

BC Hydro is testing solutions for residential service panels that are at, or nearing, capacity (the “Trial”). Testing involves the installation of switching devices and/or monitoring devices (collectively referred to as the “Devices”). The Devices are either one of two types of branch circuit sharing devices with switching controls or are monitoring Sinope load controllers compatible with the HydroHome system.

The objective of the Trial is to determine if the Devices provide a suitable option for avoiding service panel upgrades if the homeowner’s service panel is at, or nearing capacity and they wish additional equipment wired to the service panel. BC Hydro is also testing whether the Devices could provide capacity savings (kW), at peak times. BC Hydro will pay an authorized contractor for the cost and installation of the Devices.

As part of the Trial, each participating customer (the “Participant”) will be grouped in one of the two cohorts listed below. If a specific cohort is preferred, the Participant can indicate their preference by selecting the box beside the cohort in the application (the “Application”) form.

BC Hydro will try to match Participants with their preferred cohort.

## Cohort 1

This cohort will each receive a branch circuit sharing device and monitoring devices.

## Cohort 2

This cohort will each receive monitoring devices. This group will provide important information regarding the concurrent usage of appliances in the Residences.

Each Participant will receive between two (2) or three (3) Devices and a HydroHome Hub. Once installed at the Participant’s residence (the “Residence”), these Devices will allow the Participant to see the electricity usage of their monitored circuits live within the HydroHome app. The appliances BC Hydro can sub meter are a Hot water tank, Range/Oven/Stove top, Clothes Dryer, Outdoor patio heater(s), Hot Tubs/Pool equipment or Electric vehicle charging equipment (level 2).

The Participant must be enrolled in the HydroHome Trial/service prior to any installation of the Devices in order to view the energy usage, and in order for BC Hydro to collect the Residence energy usage information. The HydroHome Trial can be applied for through BC Hydro’s MyHydro account.

## Terms and Conditions

### THE TRIAL ELIGIBILITY REQUIREMENTS ARE AS FOLLOWS:

#### 1. Participant Eligibility criteria:

Participant must:

- be an owner of the Residence;
- be the named BC Hydro account holder of a residential account;
- create or have an active MyHydro online account prior to the Trial commencing and have authorized access to the MyHydro account;
- be an existing HydroHome participant, or join the HydroHome trial, with or without an existing HydroHome Hub;
- the Residence must be a:
  - Single Family Home (or Duplex/Triplex)
  - Rowhouse/Townhouse
  - Mobile Home
  - Farm

**Note:** Condos/apartments are not eligible

- the Residence must have a BC Hydro communicating smart meter;
- the Residence must have an internet connection for the HydroHome Hub accessible by either Wi-Fi or Ethernet to collect and exchange data between the Devices and BC Hydro;

- the smart meter must be above ground and located within 40 feet of the main living area of the Residence;
- the Residence must have at least two (2) pieces of equipment from the following list;
  - Electric Vehicle Charger (level 2 or 240V)
  - Electric hot water tank (HWT)
  - Electric clothes dryer
  - Electric range, electric oven, electric stove top
  - Pool pump
  - Hot tub
  - Outdoor electric patio heater(s)
- be willing to participate in the Trial for not less than 24 consecutive months; and
- All terms and conditions and eligibility criteria must be met before the applicant is fully accepted as a Trial Participant.

BC Hydro or its authorized contractor reserves the right, to reject or accept any application. If participation in the Trial is approved by BC Hydro, the acceptance at the end of terms and conditions will indicate the Participant's agreement to the Terms and Conditions and will govern the participation of the Participant in the Trial and will form the Agreement between BC Hydro and the Participant in respect of the Trial (the "Agreement").

**If the Participant meets the above eligibility criteria and wishes to participate in the Trial, the Participant must first agree to the following terms and conditions:**

- 1) If BC Hydro approves the Application the Participant will receive free of charge, the supply and install of the Devices, or any combination of the Devices.
- 2) BC Hydro shall decide which Devices (with Participant consent) may be installed at the Residence taking into account existing conditions and safety at the Residence.
- 3) The Participant agrees to permit the Devices to be installed at the Residence by BC Hydro and/or BC Hydro's contractors (the "Installers"). All Installers will be qualified to install the Devices. If the Installer or BC Hydro determines at its sole discretion that the Devices cannot be installed for any reason, this Agreement will immediately terminate without payment or liability by either party.
- 4) The Participant represents and warrants that:
  - a. The Participant is an BC Hydro account holder for the Residence and administers the account;
  - b. The Participant is an owner of the Residence;
  - c. After installation, the Participant will not alter, adjust, relocate, disconnect, damage or otherwise disturb the Devices.
- 5) The Participant agrees that:
  - a. The Devices will be owned by the Participant once installed;
  - b. The Devices shall remain installed at the Residence throughout the Trial; and
  - c. If the Device or HydroHome system fails to operate properly, the Participant will promptly notify BC Hydro. BC Hydro, at its sole discretion can decide to repair, replace or remove the Device or Devices.
- 6) The Participant agrees to allow BC Hydro or an Installer to have reasonable access to the Residence to repair, replace and service the Devices, if required.
- 7) The Participant consents to BC Hydro having access to the Residence's electrical consumption data: (i) for the 24-month period prior to the Trial, (ii) for the duration of the Trial, and (iii) for one (1) year after the Trial for the purpose of administration and evaluation of the Trial.
- 8) The Participant understands and consents to the Devices using various wireless communication technologies to collect and exchange data between the Devices and central data servers and applications.
- 9) The Participant agrees to participate in occasional user customer experience surveys, and a follow-up survey conducted by BC Hydro or its representatives in relation to the Trial. This section shall survive expiration or early termination of this Agreement.

- 10) If an incentive is provided by BC Hydro to Participants it is being provided as a reward for participation in the Trial, and not as forgiveness by BC Hydro of Participant electricity costs.
- 11) The Participant agrees to allow BC Hydro, and their authorized agents to contact him/her by phone, email, via the HydroHome Service, mail or similar method for the purposes of administering, installing Equipment and evaluating the Trial.

## **INDEMNITY, RELEASE AND NO REPRESENTATIONS**

- 12) The Participant acknowledges and agrees that:
- a. The Participant has independently assessed the risk of installing the Devices at the Residence and accepts such risk;
  - b. BC Hydro makes no representations or warranties, with regard to the Installers, or the installation of the Devices by the Installers, or the design, capabilities, durability or fitness for use of the Devices.
  - c. BC Hydro does not guarantee any energy cost savings or other benefits arising from the Participant's involvement in the Trial; and
  - d. BC Hydro, its respective successors, representatives, assignors, affiliates, employees, agents, officers, directors, service providers, contractors (including any Installers) and their respective affiliates, respective offices, directors or employees and any of their heirs, successors or assigns (collectively, the "Project Operators") are not and will not be liable for any loss, damage or injury (including death) to the persons or property, including without limitation any direct, indirect, special or consequential damages (including but not limited to loss of profit, loss of revenues or other economic loss), and any costs or losses, expenses, fees, liabilities, causes of action, suits, proceedings, debts, penalties and demands connected with or in any way arising from the Devices, the installation or use of the Devices, the interruption of power to the Devices, the Trial or any matter related to this Agreement, including, with limitation, any acts or omissions of any Project Operators (collectively the "Claims"), and you hereby release the Project Operators of, from and against any and all of the Claims, and agree to indemnify the Project Operators if you or any member of your family, occupant or guest seeks damages against any of them for any reason that is connected with the Claims, this Agreement or the Devices. For the avoidance of doubt, the Project Operators shall not be liable or responsible for any repainting or drywall repairs related to the installation of the Devices. In the event a court finds this provision invalid, BC Hydro's maximum liability, in connection with this Agreement and the Devices, is limited to \$1,000.
- 13) BC Hydro shall not be in default of this Agreement by reason of BC Hydro delay or the failure or inability of BC Hydro to perform its obligations hereunder.
- 14) Subject to earlier termination rights herein, this Agreement shall be in effect during the Trial term.
- 15) If the Participant breaches any obligations in this Agreement, BC Hydro may immediately terminate this Agreement at any time and in its sole and absolute discretion by sending the breaching Participant a written notice of termination.
- 16) The Participant shall provide BC Hydro with at least 30 days written notice if the Participant moves from the Residence during the Trial and this Agreement shall be terminated upon receipt of such notice.
- 17) The Participant will not assign this Agreement.
- 18) This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.
- 19) This Agreement may be amended by BC Hydro upon thirty (30) days written notice.
- 20) BC Hydro reserves the right, in its sole discretion, to reject, accept or revise any Application made to it under the Trial.
- 21) BC Hydro may terminate the Trial at any time at its sole discretion for any reason without notice.

## **22) The HydroHome App**

- a. Participants are required under the Trial to download and use the HydroHome App which is available at [this link](#). Participants should follow the link to review HydroHome Terms and Conditions prior to submitting their application for the Trial. Powerley Energy Management ("Powerley") is the provider of the HydroHome App (the "App"). BC Hydro has an agreement with Powerley which allows BC Hydro to use the HydroHome Service. Powerley also has its own agreements with users of the App as a condition of download of the app and use of the HydroHome Service. In addition to its privacy obligations to App users, Powerley has agreed to safeguard BC Hydro customer information in accord with BC Hydro's statutory requirements under the Freedom of Information and Protection of Privacy Act.

## 23) Personal Information and Participant Consent

a. Participant consents to the disclosure of their personal information to BC Hydro, their authorized agents and Powerley for the purposes of administering the Trial, undertaking analysis for the purposes of delivering energy usage information and to provide energy usage insights back to the Participant through the HydroHome Service. The personal information BC Hydro and their authorized agents may access consists of: Participant's contact information, energy usage information, BC Hydro account/home profile information, HydroHome Service Equipment operating statistics, user interface details, and extent of participation in events and features related to the HydroHome Service. BC Hydro stores Participant's personal information on BC Hydro's secured network drive that only the Trial program team can access. Paper documents will be stored in a locked filing cabinet with limited access. Participant's personal information will be destroyed 90 days after the Trial has ended. Should BC Hydro create any reports or publish any findings from the Trial, all personal identification will be removed from any reports, and the findings shall be aggregated and anonymized.

24) The Participant acknowledges that any personal information collected by BC Hydro, the Equipment, the HydroHome Equipment supplier, and HydroHome Equipment supplier's cloud vendor in relation to the Trial is collected in furtherance of BC Hydro's mandate under the Clean Energy Act, for the purpose(s) of administering, operating and evaluating the Trial. Personal information, including settings and usage statistics will be stored, accessed and processed on cloud servers located outside of Canada (as part of the Trial). If you have any questions concerning how your personal information is collected, stored and handled, please contact Tim Mosley, Project Manager, at 604 623 4580.

## TRIAL PARTICIPANT ACKNOWLEDGEMENT

- The person clicking the "I Agree" button below is the Participant, of the Residence as identified on page 1 of this Application, and has the authority to agree to the terms and conditions of this Agreement on behalf of the Residence.
- All information provided to BC Hydro in this Application is true and complete.
- The Participant has read, understands, and agrees to the terms and conditions of this Agreement.