



## TERMS AND CONDITIONS

Last Updated: November 27, 2023

By submitting a Building Energy Data Rebate Request Form, the Participant agrees to the following Terms and Conditions.

### 1. BUILDING ENERGY DATA REBATE

For building owners and operators to functionally measure, track, and manage the energy and GHG Emissions performance of their buildings, they need full access to monthly, whole-building energy consumption data. This data is held by local Utility Distribution Companies and is typically provided to building owners and operators in exchange for a service fee. The Building Energy Data Rebate (the “**Rebate Program**”) is a limited term initiative that intends to reduce the financial barrier to local building owners and operators measuring, tracking, and managing their building energy and GHG emissions performance, and promote participation in Benchmark YYC.

### 2. DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings unless otherwise defined elsewhere in this document.

- (a) “**Acceptance**” means written acknowledgement by the Program Administrator that the actions of the Participant conform to the applicable requirements contained in these Terms and Conditions.
- (b) “**BenchmarkYYC**” means The City of Calgary’s building energy benchmarking program.
- (c) “**Building Energy Data Rebate Request Form**” means the City of Calgary form that the Participant must submit to the Program Administrator to request a rebate through the Rebate Program.
- (d) “**Data Aggregation Service Fee**” means a financial charge to the Participant by the Utility Distribution Companies for the provision of Utility Data.
- (e) “**Data Request**” means submission of the *Non-Retailer Authorization Form* to ENMAX Power and the *Consent to a One Time Release of Information Form* to ATCO Gas.
- (f) “**Electronic Funds Transfer**” transfer of money from one bank to another using their computer systems.
- (g) “**ENERGY STAR Portfolio Manager**” means the United States Environmental Protection Agency’s browser-based energy, emissions, water, and waste measurement tracking and management tool.

- (h) “**Greenhouse Gas Emissions**” or “**GHG Emissions**” means the release of any gas that has the property of absorbing infrared radiation emitted from Earth’s surface and re-radiating it back to Earth’s surface.
- (i) “**Microsoft Excel**” means the software program created by Microsoft that uses spreadsheets to organize numbers and data with formulas and function
- (j) “**Participants**” means a registered participant in BenchmarkYYC participating in the Rebate Program.
- (k) “**Participant Information**” means the information of the Participant set out in Section 5.
- (l) “**Program Administrator**” means The City of Calgary employee dedicated to the ongoing management and operation of BenchmarkYYC and the Rebate Program.
- (m) “**Rebate**” means any funds disbursed by The City through the Rebate Program.
- (n) “**Rebate Program**” means the Building Energy Data Rebate as described in Section 1 of these Terms and Conditions.
- (o) “**The City**” means The City of Calgary, a municipal corporation of the Province of Alberta.
- (p) “**Utility Data**” means a minimum of 12-consecutive months of whole-building, aggregated electricity and natural gas consumption data from January 1, 2022 to December 31, 2022 in Microsoft Excel format.
- (q) “**Utility Distribution Companies**” means ENMAX Power as the owner of the electricity distribution system and ATCO Gas as the owner of the natural gas distribution system in Calgary.

### **3. PARTICIPATION**

- a. General Eligibility
  - i. Only Participants registered in BenchmarkYYC are eligible for the Rebate Program.
  - ii. Eligibility is limited to a one-time Rebate up to a maximum of \$2,250.00 per Participant.
- b. Utility Data Requests
  - i. To request historical electricity consumption data, the Participant shall complete and submit the Non-Retailer Authorization Form to ENMAX Power.
  - ii. To request historical natural gas consumption data, the Participant shall complete and submit the Consent to a One Time Release of Information form to ATCO Gas.

- iii. The Participant may request assistance from the Program Administrator to complete and submit the Data Request.
  - iv. The Participant shall correct any errors or omissions in the Data Request, in collaboration with the Program Administrator, as identified by the Utility Distribution Companies.
  - v. The Participant shall pay the Data Aggregation Service Fee directly to the Utility Distribution Companies.
  - vi. The Utility Distribution Companies will send the requested Utility Data to the Participant.
- c. BenchmarkYYC
- i. The Participant shall enter the Utility Data into their ENERGY STAR Portfolio Manager account.
  - ii. The Participant shall participate in BenchmarkYYC with the buildings corresponding to the information contained within the Data Request.
  - iii. Upon validation of the Utility Data submission to BenchmarkYYC, the Program Administrator will provide Acceptance to the Participant.

#### **4. REBATES**

- a. Rebate Eligibility
- i. Only Participants in BenchmarkYYC are eligible for the Rebate.
  - ii. Rebates are limited to Data Aggregation Service Fees charged by Utility Distribution Companies.
  - iii. Utility Distribution Companies reserve the right to decline Data Requests, and The City shall have no liability to Participants for such declined Data Requests.
- b. Rebate Amounts
- i. The Rebate shall cover Data Aggregation Service Fees up to a maximum of \$2,250.00 including GST.
  - ii. The City reserves the right to change, at any time, the Rebate amounts that may be payable under the Rebate Program without any notice or liability.
- c. Rebate Disbursements
- i. Participants shall provide the Program Administrator with all Data Aggregation Service Fee receipts from the Utility Distribution Companies for Acceptance.
  - ii. Participants without an official Supplier ID with The City shall submit the Supplier Direct Deposit Enrolment Application form - F 2347 (R2021-05).
  - iii. The Rebate shall be disbursed to the Participant in Canadian dollars, paid via Electronic Funds Transfer (if available) within 30 days, or via cheque delivered to the listed business address of the Participant, upon Acceptance by the Program Administrator.

#### **5. COLLECTION OF INFORMATION**

The City may collect the following Participant Information in the Rebate Program:



<b>ENMAX Non-Retailer Authorization Form</b>	<b>ATCO Gas Consent to a One-Time Release of Information Form</b>	<b>Data Aggregation Service Fee Receipts</b>	<b>Building Energy Data Rebate Request Form</b>	<b>Rebate Payment Information</b>
<ul style="list-style-type: none"> <li>• Company Name</li> <li>• Name (first, last)</li> <li>• Signature</li> <li>• Site ID</li> <li>• Meter Number</li> <li>• Site Address</li> <li>• Data Start Date</li> <li>• Data End Date</li> <li>• Data Format</li> </ul>	<ul style="list-style-type: none"> <li>• Customer Name</li> <li>• Service Address</li> <li>• Signature</li> <li>• Site ID</li> <li>• Meter Number</li> <li>• Site Address</li> <li>• Data Start Date</li> <li>• Data End Date</li> <li>• Data Format</li> </ul>	<ul style="list-style-type: none"> <li>• Customer Name</li> <li>• Customer Address</li> </ul>	<ul style="list-style-type: none"> <li>• Company Name</li> <li>• Company Address</li> <li>• Contact Name</li> <li>• Contact Position/Title</li> <li>• Contact Phone</li> <li>• Contact Email</li> </ul>	<ul style="list-style-type: none"> <li>• Supplier Direct Deposit Enrolment Application Form</li> </ul>

Participants acknowledge and consent to The City retaining such Participant Information for as long as permitted or required by law, and to The City using such Participant Information in accordance with these Terms and Conditions.

**6. USE OF INFORMATION**

Participant Information will be used for the purpose of validating the Building Energy Data Rebate Request Form and processing the Rebate.

**7. DISCLOSURE OF INFORMATION**

The collection, use, and disclosure of Participant Information is performed by the Program Administrator. The Program Administrator will only disclose Participant Information for the purposes of administrating the Rebate Program and for no other purpose.

**8. REPRESENTATION OF NECESSARY CONSENT**

The Participant represents and warrants that it has all necessary authorizations and consent and the necessary power to disclose the Participant Information to the Program Administrator.

**9. TERM AND TERMINATION**

The term of the Participant’s participation in the Rebate Program will last until it gives notice to The City of its desire to terminate participation in the Rebate Program, or The City provides notice to the Participant that its participation in the Rebate Program is being terminated, or upon payment by the City to the Participant of the Rebate to the maximum amount of \$2,250.00. Upon such event of termination, no new non-public information of the Participant will be collected, used, or disclosed by The City.

**10. ENUREMENT**

The Participant consent to these Terms and Conditions will continue until the Participant provides notification in writing to [energybenchmarking@calgary.ca](mailto:energybenchmarking@calgary.ca) that the Participant wishes to withdraw fully from participation in the Rebate Program.

**11. INDEMNITY**

The Participant agrees to indemnify and hold harmless The City, its agents, employees, the Program Administrator, and those for whom The City is in law responsible from and against all



losses, claims, demands, payments, damages, judgments, expense, actions, causes of action and costs arising out of or in consequence of their participation in the Rebate Program.

## **12. AMENDMENT OF THE TERMS AND CONDITIONS**

The City reserves the right to amend the Rebate Program, or any portion thereof, including without limitation, the content of the Rebate Program or any Rebate Program requirements contained on the Program Website ([www.calgary.ca/energybenchmark](http://www.calgary.ca/energybenchmark)), in any program user guide issued by The City for the Rebate Program, or these Terms and Conditions at any time without notice or any liability to the Participant.

## **13. CANCELLATION OR TERMINATION OF THE DATA AGGREGATION SERVICE FEE REBATE**

The Rebate Program is subject to available funding, and The City reserves the right to cancel or terminate the Rebate Program at any time and for any reason whatsoever without any liability.

## **14. FOIP STATEMENT**

Participant Information is collected under the authority of section 33(c) of the FOIP Act and will be used by The City of Calgary Climate and Environment business unit to administer the Rebate Program as a function of the BenchmarkYYC program. All information collected by The City of Calgary is protected by the provisions of the FOIP Act. Participants may direct questions about the collection, use, or disclosure of Participant Information by The City of Calgary in relation to the Rebate Program by calling the Corporate Environmental Specialist, Climate and Environment at 403-268-8925.

Corporate Environmental Specialist  
Climate and Environment, Planning and Development Services  
403-268-8925 | [energybenchmarking@calgary.ca](mailto:energybenchmarking@calgary.ca)  
The City of Calgary  
P.O. Box 2100, Station M, Calgary, AB T2P 2M5 | Mail Code 111