

Indigenous Communities Conservation Program

Home Energy Check-up – Program Terms and Conditions

PART A: ELIGIBILITY

1. To be eligible for the Program, the Applicant must be an “Indigenous governing body.” An Indigenous governing body, as defined in the [Declaration on the Rights of Indigenous Peoples Act, 2019](#) of British Columbia, is an entity that is authorized to act on behalf of Indigenous peoples that hold rights recognized and affirmed by section 35 of the [Constitution Act, 1982](#).
2. To be eligible for the Program, the premises where Program work is to take place (the “Premises”) must meet the following criteria:
 - (a) connected to a current residential utility service account with BC Hydro;
 - (b) occupied year-round as a primary residence that is at least twelve (12) months old as at November 1, 2022;
 - (c) heated primarily by electricity (hard-wired electric heating systems such as electric baseboards, radiant ceiling, radiant floors, or forced-air furnace) supplied by BC Hydro or by local municipal utilities within the BC Hydro service territory, and the primary heating system must have the capacity to heat a minimum of 50% of the Premises for the entire heating season to 21°C; and
 - (d) classified as one of the following types of residential buildings:
 - i. single-family detached dwelling;
 - ii. single-family detached dwelling with a secondary suite that meets the definition of a multi-unit residential building established by Natural Resources Canada (“NRCan”) EnerGuide Rating System Standard Version 15.5 Manual section 1.2.1.1;
 - iii. mobile home on a permanent foundation; or
 - iv. side-by-side duplex or side-by-side row home or townhouse, provided each unit has its own electricity meter.
3. The following types of Premises are not eligible for the Program:
 - (a) multi-unit residential buildings such as condominiums, highrises, and apartment buildings;
 - (b) vacation homes or premises that are not year-round primary residences;
 - (c) garages, workshops, and outbuildings; and
 - (d) newly constructed building or a new addition to an existing building.
4. Homes that have received funding under this Program or BC Hydro’s Energy Conservation Assistance Program in the last 10 years are not eligible to participate.

PART B: SALARY SUPPORT

1. BC Hydro will provide salary support (“Contribution Funds”) to the Applicant for installation of energy saving products in homes listed in Section 1 of Part C.
2. Contribution Funds payable to the Applicant will be calculated based on two Home Energy Technicians working in a home for a maximum of 3 hours at a rate of \$25.00 per person per hour. BC Hydro shall not pay more than \$150 per home unless otherwise agreed to in writing by BC Hydro.
3. BC Hydro will pay the Contribution Funds to the Applicant as follows:
 - (a) 50% of the total Contribution Funds plus a training allowance of **\$1,000.00** within 30 days from the Effective Date of the

Agreement; and

(b) 50% of the Contribution Funds, less any adjustments, upon submission by the Applicant to BC Hydro of all of the following:

- i. Product Installation Declaration (“**Schedule B**”);
- ii. supporting documentation acceptable by BC Hydro; and site inspection as may be required by BC Hydro; and
- iii. BC Hydro’s acceptance of the submitted Schedule B.

4. BC Hydro may, at its sole discretion, require the Applicant to repay all or any part of the Contribution Funds and/or return any and all energy saving products received within 90 days of BC Hydro’s written request if:

- (a) The Applicant has failed to comply with these terms and conditions;
- (b) Any information provided by the Applicant is incorrect or untrue, including failure to install the energy saving products or any misrepresentation as to the installation particulars;
- (c) The first 50% payment of the Contribution Funds exceeds the total number of homes that received energy saving products as indicated in the completed and signed Schedule B; and
- (d) Energy saving products ordered by the Applicant in large quantities remain unused and uninstalled in homes. In this case, the Applicant must return all such unused and uninstalled product to BC Hydro and is solely responsible for all shipping costs. The unused and uninstalled energy saving products shall not be resold for a profit.

5. BC Hydro acknowledges that the Applicant is tax exempt.

6. The Contribution Funds will be paid by deposit using Electronic Funds Transfer to the bank account designated in writing by the Applicant.

7. Notwithstanding payment by BC Hydro of the Contribution Funds, the Applicant acknowledges and agrees that BC Hydro has no liability whatsoever with respect to installation by Home Energy Technicians of the energy saving products under the Program.

8. The Applicant shall indemnify and save harmless BC Hydro and its directors, officers, employees, consultants, representatives and agents from and against any and all claims (including personal injury), damages, losses, costs and expenses arising in any way out the Program, including installation of the energy efficient products and training. This indemnity survives expiry or earlier termination of this Agreement.

PART C – TRAINING AND ADMINISTRATION

1. The following table lists the eligible energy saving products under the Program and the maximum quantity allowed per Premises.

Products	Quantity per home (max)
Energy Efficient Lighting	
LED A-line lamp	25
LED BR 30	
LED PAR 38	
LED Nightlight	1
Water Saving Measures	
Bathroom Faucet Aerators (1.5 GPM)	2
High Performance Showerhead (1.5 GPM) – HANDHELD	1
High Performance Showerhead (1.5 GPM) – FIXED	

Kitchen Swivel Aerator (1.5 GPM)	1
Teflon tape (2m)	1
Weather Proofing	
Attic hatch Insulation (4'x4', hard foam board)	0.5
Backer Rod – 3/4"	0.5
Backer Rod – 3/8"	0.5
Door Sweeps	2
Door Threshold Seal	2
Draft Proofing Foam Weatherstrip Tape	1
Draft Proofing V-strip Tape (17')	2
Switch and Outlet Gasket Pack (12 units per pack)	3
Low Expansion Spray Foam	0.5
Window and Door Caulk – White	0.5
Window Film – Double Pack	5
Other Energy Saving Products	
Clothesline	1
Dryer Rack	
Foil Tape (46 m)	0.2
Fridge/Freezer Thermometer	1
Pipe Insulation (1/2")	3
Pipe Insulation (3/4")	
Advanced Power Strip	1
Health and Safety	
Carbon Monoxide Alarm (Plug in with battery back-up)	2

2. As a condition to participating in the Program, the Applicant will require the Home Energy Technicians to participate in the Training Event.
3. The Applicant acknowledges and agrees that the purpose of the Training Event is to inform Home Energy Technicians about the Program requirements and industry best practices. BC Hydro accepts no liability for ensuring the Home Energy Technicians are qualified to perform the installation of the energy saving products or the quality of workmanship performed by the Home Energy Technicians.
4. BC Hydro is not responsible for delayed, misdirected, damaged, or incomplete Declarations. BC Hydro reserves the right to refuse a Schedule B that it determines, in our sole discretion, is incomplete, inaccurate or otherwise do not meet Program requirements.

PART D – GENERAL TERMS AND CONDITIONS

1. BC Hydro may modify or terminate the Program at any time and for any reason, without penalty or obligation.
2. BC Hydro, not being the designer, manufacturer, provider or installer of the products and/or improvements, makes no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any energy saving product.
3. By participating in the Program, the Applicant represents, warrants and covenants that it:
 - (a) will ensure that the installations are performed in a quality, safe and approved manner and in accordance with all laws, bylaws, codes and regulations of any government or regulatory authority having jurisdiction over same;
 - (b) will notify BC Hydro of any feedback received from any community members in respect to the installation of the energy saving products;
 - (c) will handle complaints from community members satisfactorily through a managed complaint resolution process within a reasonable time frame; and
 - (d) upon BC Hydro's request, provide a picture of the installed energy saving products at a respective home for verification purposes.
4. The Applicant hereby agrees to indemnify and save harmless BC Hydro and its respective directors, officers, employees, agents and contractors ("**BC Hydro Representatives**") from all liability, damages, claims, demands, expenses, and costs for claims, costs for injury or death of any person, damage to or destruction of property and all economic loss suffered by any person arising from or occurring by reason of the Program, including any actions or omissions by the Home Energy Technicians in the preparation or installation of any energy saving products. The Applicant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, BC Hydro or BC Hydro Representatives for any and all loss or damage arising from participation in the Program or the installation and/or use of any energy saving products.
5. The Applicant consents to and agrees that BC Hydro may:
 - (a) Contact the Applicant by phone, email, direct mail or similar method to administer, implement, evaluate and research all elements of the Program, verify information and conduct surveys;
 - (b) Collect and use information acquired during participation in the Program and may disclose the information to administer, implement and evaluate the Program, to conduct research, to confirm eligibility, to verify compliance, for quality assurance, and to inform changes to energy conservation programs;
 - (c) Retrieve aggregate account information and billing data for a period of 3 years prior to, and 3 years after the Program in order to evaluate consumption behavior and energy savings attributable to the Program, and to collect, use and disclose such information and data pursuant to (b) above;
 - (d) BC Hydro collects, uses and discloses personal information in accordance with provisions of the Freedom of Information and Protection of Privacy Act ("**FOIPPA**") and its Privacy Policy (which is located at bchydro.com/privacy). BC Hydro's collection, use and disclosure occurs in furtherance of its energy conservation mandate and obligations under the Clean Energy Act and the Utilities Commission Act. For more information, Applicants are invited to call BC Hydro at **1 866 266 6366**.

