

# POWER SMART NEW HOME PROGRAM MEMORANDUM OF UNDERSTANDING (“MOU”)

## **BETWEEN:**

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (“BC Hydro”),  
Suite 900 - 4555 Kingsway, Burnaby, British Columbia, V5H 4T8,

## **AND:** (“Developer/Builder”)

[DEVELOPER NAME] \_\_\_\_\_

[ADDRESS,CITY,PROV.POSTAL CODE] \_\_\_\_\_

## **WHEREAS:**

A. Developer/Builder is developing a new home development at

[ADDRESS,CITY]\_\_\_\_\_, British Columbia, called

[NAME OF DEVELOPMENT]\_\_\_\_\_ (the “Development”),

which is heated by electricity, and is more particularly described in Schedule A;

B. BC Hydro Power Smart Residential Marketing sponsors the Power Smart New Home Program (the “Program”) for electricity-heated homes, having as its objectives the promotion of home energy performance rating through the EnerGuide for New Houses program and the installation of ENERGY STAR® products in new home developments; and

C. Developer/Builder wishes to participate with BC Hydro in the Program.

## **THEREFORE** the parties agree as follows:

1. Participation – Developer/Builder agrees to participate with BC Hydro in the Program, by installing energy efficient equipment and implementing energy efficiency measures in its Development as noted in Schedules A and B.

2. Incentive Eligibility –This MOU must be completed and signed by Developer/Builder and submitted to BC Hydro at [powersmart.newhome@bchydro.com](mailto:powersmart.newhome@bchydro.com) by the Applicable MOU Deadline (as defined below) in order to remain eligible for any incentives under the Program. The Program Application Form (available on BC Hydro’s website: [www.bchydro.com/newhome](http://www.bchydro.com/newhome)) must be completed and submitted with supporting documentation (invoices and/or receipts and list of equipment and measures taken in each unit) by the Applicable Application Deadline (as defined below) in order to receive any Program incentives. All products in Schedule B installed in the Development must be purchased before July 1, 2014, and must meet qualifications defined by BC Hydro. Any ENERGY STAR® labeled products must meet the ENERGY STAR® standards on the date Developer/Builder placed the order to purchase such eligible products. The products

are listed on the NRCan website: <http://www.energystar.gc.ca> or the American Energy Star website: <http://www.energystar.gov>. Developer/Builder's eligibility to receive incentives under the Program remains subject at all times to the terms and conditions of the Program available on BC Hydro's website: [www.bchydro.com/newhome](http://www.bchydro.com/newhome).

3. MOU and Application Deadlines – For the purposes of this MOU, the terms “Applicable MOU Deadline” and “Applicable Application Deadline” shall have the following meanings:

Home Performance Incentives	Applicable MOU Deadline	Applicable Application Deadline
(a) Townhouse/Rowhouse/Duplex/MURB/Laneway Developments with Building Permit dates before July 1, 2014	July 1, 2014	December 31, 2014
(b) Townhouse/Rowhouse/Duplex/MURB/Laneway Developments with Building Permit dates on or after July 1, 2014	December 31, 2014	March 31, 2015
ENERGY STAR® Package Incentive (all Developments)	July 1, 2014	December 31, 2014

4. Program Changes - BC Hydro reserves the right to change the terms and conditions of the Program at its sole discretion or to cancel the Program at any time and will publish these changes or cancellation on its website: [www.bchydro.com/newhome](http://www.bchydro.com/newhome) promptly after Program changes have been made or cancellation of the Program has been announced. Any changes or cancellation of the Program by BC Hydro will not affect the right of Developer/Builder to payment of incentives for energy-efficient products beyond the term of this MOU, where: (i) prior to any program changes or program cancellation taking effect both parties have signed this MOU, (ii) Developer/Builder had ordered or let a tender for the approved products, and (iii) Developer/Builder subsequently installs the approved products in the Development in accordance with this MOU by the Applicable Application Deadline.

5. Changes to Provincial and Federal Legislation and Municipal By-Laws – The Program is subject to the content and timing of future building code legislation and municipal by-laws pertaining to home building requirements and can be superceded by law. BC Hydro will use the date of issue for the Development's building permit and building code in effect at that date in order to determine eligibility for incentives. Eligibility for incentives in the current program also requires that Developer/Builder has placed an order or let a tender to purchase eligible products and services and has signed this agreement before changes to legislation and/or by-laws, and in addition, Developer/Builder has installed all eligible products/services by the Applicable Application Deadline.

6. Program Costs – BC Hydro and Developer/Builder will each be responsible for their own costs of participation in the program. If BC Hydro decides not to proceed with, or to discontinue, the program for any reason, BC Hydro will not be responsible or liable for any costs or damages that have been incurred by Developer/Builder, except that BC Hydro will pay incentives to Developer Builder for any previously approved product installations as set forth in clause 4.

7. Disagreements - If any disagreement or dispute arises relating to the interpretation of this MOU or concerning any matter arising under it, each of the parties will designate a senior representative who will attempt to settle the matter of disagreement or dispute. If the senior representatives so designated are unable to resolve the matter within 30 days, the parties agree that the matter shall be referred to a single arbitrator for determination pursuant to the provisions of the British Columbia Commercial Arbitration Act.

8. Term of Agreement – This MOU shall take effect as of the date of signing by BC Hydro’s representative as shown below, and shall remain in effect until the Applicable Application Deadline but may be terminated earlier upon thirty (30) days’ written notice to the addresses specified at the commencement of this contract by either party to the other party.

9. Counterparts - This MOU may be executed and delivered in one or more counterparts and by facsimile, email (PDF) or otherwise, each of which when so executed and delivered (by facsimile, email (PDF) or otherwise) will be deemed to be an original, but all of which together will constitute the same document.

**SIGNED BY THE AUTHORIZED REPRESENTATIVES OF BC HYDRO AND DEVELOPER/BUILDER.**

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY	[COMPANY OR NAME OF DEVELOPER/BUILDER]
[SIGNATURE]	[SIGNATURE]
NAME	NAME
TITLE	TITLE
DATE	DATE

## SCHEDULE A

Development Name	# of Units	Building Permit Date	Estimated Completion Date	Housing Type (Single Family Detached, Laneway Home, Townhome, Rowhome, Duplex, or MURB)	ENERGY STAR Components Included  Yes/No	Target EnerGuide Rating	Estimated Total Incentives for Approved Program Elements  (for internal use only)

## SCHEDULE B

### I. Home Performance Incentives:

For Townhouse, Rowhouse, Duplex and Multi Unit Residential Building Developments:

- a) ☐ \$200 EG 80 rating (Building Permit date of Development prior to July 1, 2014)
- b) ☐ \$250 EG 82 rating (Building Permit date of Development on or after July 1, 2014)

**For Laneway Home Developments:**

- a) ☐ \$250 EG 82 rating (Building Permit date of Development on or after July 1, 2014)

Single-Family Detached Developments applying for only the Home Performance Incentive of \$2,000 for EG 80 rating do not need to complete this MOU.

### II. ENERGY STAR® Package Incentive for all Developments:

- a) ☐ \$150 ENERGY STAR® (“ES”) for installing all four products below (qualifying products must be purchased before July 1, 2014)
  - o ES Refrigerator
  - o ES Clothes Washer
  - o Minimum of 6 ES CFL or LED bulbs (considered as one product)
  - o ES Bathroom ventilation fan or HRV