

Social Housing Retrofit Support Program for Multi-Unit Residential Buildings - terms and conditions

We're working together to help B.C. save energy.



PROGRAM OVERVIEW

FortisBC Inc., FortisBC Energy Inc. (collectively "FortisBC") and BC Hydro (each, a "Utility" and collectively "Utilities") wish to work with non-profit housing societies, co-operative housing and Indigenous housing customers in British Columbia to encourage greater energy efficiency in the province's existing building stock. The Social Housing Retrofit Support Program for Multi-Unit Residential Buildings (the "Program") provides an opportunity to qualifying nonprofit housing providers (each, a "Participant") to minimize their operating costs and improve whole building performance of their facilities through the more efficient use of natural gas and electricity for space and common area water heating.

The projects pursued under the Program may include, but are not restricted to, energy conservation measures (each an "ECM") that will:

- improve building envelope performance;
- use more energy-efficient equipment or systems;
- reduce the rate of energy consumption by systems or equipment where and when possible through improved operational sequences.

ELIGIBILITY REQUIREMENTS

1. The Participant:

- 1.1 must be:
 - a) a charity registered under the Income Tax Act (Canada) that provides assistance to low-income persons, or
 - b) a housing provider; and
- 1.2 meet one of the following criteria:
 - a) a local government;
 - b) a society registered under the Societies Act (other than a "member funded society")
 - c) an association registered under the Cooperative Association Act; or
 - d) a governing body of a Indigenous band, provided the housing is primary for low-income households; and
- 1.3 must not be:
 - a) a school board or educational institution (public and private schools, colleges and universities); or
 - b) a health authority or hospital; or
 - c) public library
- 1.4 must be the registered owner of the Premises (as defined at section 2 below), long term lease holder (5+ yr. term, with min. 3 yrs. remaining) or property manager of the Premises;
- 1.5 must be a customer of FortisBC (gas and/or electric) and/or BC Hydro and:
 - a) for natural gas rebates, receives natural gas service from FortisBC Energy Inc. under any rate class except 1 to serve the Premises
 - b) receive electric service from BC Hydro to serve the Premises;
 - c) receive electric service from local municipalities within the service territories of BC Hydro or FortisBC (electric) to serve the Premises; and
- 1.6 must be in good standing and have no account arrears with the Utilities with respect to the Premises at the time of payment of funding.

2. The Building(s) wherein the proposed ECM(s) will be implemented ("Premises") must meet the following criteria:

- 2.1 must be an existing multi-unit residential building with a minimum of nine residential units and not be a single family residence;
- 2.2 must not be a new construction project or a major customized renovation project, as determined by the Utilities in their sole discretion.

3. The Project being proposed must:

- 3.1 in the case of FortisBC customers, seek to reduce natural gas consumption for space heating, ventilation, common area water heating, cooking and/or pool heating in the Premise(s), without switching to equipment that is not powered by natural gas;

- 3.2 in the case of BC Hydro customers, seek to reduce electrical consumption for space heating, ventilation, common area water heating, cooking and/or pool heating in the Premise(s), without switching to equipment that is not powered by electricity.

4. The Product(s) for the ECM(s) must meet the following criteria:

- 4.1 be included in and meet all criteria found on FortisBC or BC Hydro lists of eligible Products, which may be amended from time to time by the Utilities at their sole discretion and without notice (the "Product List", items found on the Product List being "Products"), at the time of purchase, as evidenced by the date on the proof of purchase or lease of the eligible Product;
- 4.2 be new and CSA-approved or certified by a recognized accredited independent organization such as ENERGY STAR® or Design Lighting Consortium where applicable;
- 4.3 meet or exceed the requirements of the Energy Efficiency Act (British Columbia) and the Energy Efficiency Act (Canada), as amended from time to time, and any applicable regulatory requirements in British Columbia, as determined by FortisBC, in its sole discretion;
- 4.4 be installed and operated in accordance with the manufacturer's specifications and all applicable laws, orders, regulations, ordinances, standards, codes, and other rules, licenses and permits of all lawful authorities;
- 4.5 be installed by a qualified installer (as determined by Technical Safety BC (formerly BC Safety Authority)) on the FortisBC Approved List of eligible consultants (the "Consultant");
- 4.6 be operational at the Premises for a period of at least 10 years following installation and used for its intended purpose in accordance with the application indicated on the Product List; be installed in the common space.
- 4.9 The products that are being replaced by the ECM(s) **cannot** be offered for resale or re-use off the Premises.

5. The ECM(s) must be approved by the Utility, and installed and operational within 12 months of the Participant receiving the Capital Incentive Approval Notification.

PROGRAM OFFERINGS

6. The Energy Study

- 6.1 The Energy Study component of the Program is optional. Funding is available to reimburse the Participant for the cost of the Energy Study up to a maximum of \$5,000.00.
- 6.2 The Energy Study component of the Program aims to:
 - a) identify opportunities to reduce energy consumption in the Premise(s);
 - b) identify energy conservation incentive programs offered by the Utilities and available to the Participant;
 - c) provide detailed costing and energy savings information to allow the Participant to make informed decisions about potential next steps to meet energy savings and financial goals; and
 - d) help prioritize ECM implementation.
- 6.3 The Energy Study must be conducted by a consultant hired by the Participant and who is on the FortisBC Approved List ("Consultant").
- 6.4 The Energy Study must be in the format and contain the specifications outlined in the Energy Study Guide found on the Program website.
- 6.5 The ECM(s) included in the Energy Study must be quantitatively analyzed using industry standard engineering techniques, tools and/or software.
- 6.6 Funding is subject to Utility approval of the Energy Study report and consultant invoice. The Participant can obtain funding for the Energy Study from only one Utility.

7. Implementation Support

- 7.1. The Implementation Support component of the Program is optional. Funding is available to reimburse Participants for the implementation of ECM(s) up to a maximum total amount of \$7,000.00 towards the costs of retaining a Consultant (from the FortisBC Approved List) to assist in:

- a) preparing documentation related to Program administration;
 - b) preparing specifications and undertaking tender processes for contractors and suppliers;
 - c) reviewing quotes from contractors and presenting recommendations to the Participant;
 - d) identifying financing options; and
 - e) installing the approved ECM(s) as identified in the Capital Incentive Approval Notification (defined at section 9.8 below).
- 7.2 The Utilities reserve the right to limit the number of Participants and amount paid for Implementation Support. Implementation Support will be paid on a first-come, first-served basis.

8. Product Rebates

- 8.1 Rebate amounts, eligibility conditions, timeframes/schedules and implementation requirements are set out on the Program website.
- 8.2 Rebate amounts for Products cannot exceed the purchase price and installation cost, excluding tax.
- 8.3 The Participant is solely responsible for any tax liability imposed as a result of any rebates.
- 8.4 FortisBC and BC Hydro reserve the right to limit the number and amount of rebates. Rebates will be paid on a first-come, first-served basis.
- 8.5 Rebates cannot be assigned or transferred and will be payable to the Participant only.
- 8.6 The Program is independent of other incentives and rebates by the Utilities, manufacturers, or government incentive programs or grants.
- 8.7 In addition to proof of purchase for Products, Participants may be required to provide other evidence and documentation required by, and satisfactory to, the Utilities, in their sole discretion, to confirm eligibility to apply for and participate in the Program, and entitlement to receive rebates.

PROGRAM PROCESS

The Program Process will vary depending on the Program Offerings selected by the Participant.

9. To apply to the Program

- 9.1 Participants applying for gas rebates only must contact their FortisBC Key Account Manager (if one is assigned), or a Program Representative through the contact information found on the Program website.
- 9.2 Participants in the BC Hydro service area who are applying for both gas and electrical rebates should contact FortisBC to apply.
- 9.3 Participants in the BC Hydro service area who are applying for electrical rebates only should contact their BC Hydro Key Account Manager to apply.
- 9.4 Participants should submit any existing Energy Studies to FortisBC and BC Hydro for review. The Utilities and the Participant will determine if an additional Energy Study is necessary.
- 9.5 If an Energy Study is being conducted, a kick-off meeting will be scheduled with the Participant, the Utilities and the Consultant who will conduct the Energy Study. The kick-off meeting may take up to 90 days to be scheduled.
- 9.6 If the Utilities determine the Participant meets the Program requirements, has the ability to implement the ECM(s), and is accepted into the Program, the Utilities will issue a Program Approval Notification to the Participant, setting out the scope and conditions of approval, including the approved Program components.
- 9.7 If an Energy Study is being conducted:
 - a) the Participant must submit the Energy Study to the Utility within 90 days of the date of issuance of the Program Approval Notification by the Utility;
 - b) the Participant should advise the Utility it will require Implementation Support when the Energy Study is submitted for review; and
 - c) the Utility will review the Energy Study and notify the Participant of its acceptance, rejection or request for modifications within approximately eight weeks of its receipt from the Participant.
- 9.8 Upon approval of the Energy Study, or, if an Energy Study will not be conducted, upon 30 days, the Utility will issue a Capital Incentive Approval Notification to the Participant setting out the approved ECM(s), the conditions/requirements associated with

each ECM and funding/rebates (the "Capital Incentive Approval Notification").

- 9.9 No rebate will be provided to a Participant for any ECM ordered or installed prior to the issuance of the Capital Incentive Approval Notification.
- 9.10 The amount of rebates available to the Participant will be limited to, and will not exceed, the amount identified in the Capital Incentive Approval Notification.
- 9.11 The Participant must install and operate the approved ECM(s) within 12 months of the date of issuance of the Capital Incentive Approval Notification.

REQUESTS FOR PAYMENT

- 10.1 **Energy Study.** Within 60 days of completion of the Energy Study, the Participant must submit to the Utility, (i) the Energy Study; and (ii) a detailed/itemized invoice from the Consultant setting out the consultant name, address, phone number, invoice number and cost of program Energy Study.
- 10.2 Provided all the Program criteria have been met, the Utility will remit funding with respect to the Energy Study within 90 days of the Utility approving the Energy Study and receiving the Energy Study invoice and proof of payment.
- 10.3 **Implementation Support and Product Rebates.** Within 90 days of the ECM(s) becoming operational (the "Submission Deadline"), the Participant will provide FortisBC the following (the "Deliverables"):
 - a) completed Invoice Reconciliation document in the form as attached to the Capital Incentive Approval Notification;
 - b) copies of itemized ECM invoices, proofs of payments and documentation detailing: consultant/contractor/vendor name, address, phone number, and invoice number; purchaser name and address where ECM(s) were installed; date of purchase, manufacturer makes(s) and model number(s) and quantities; and itemization of unit prices and costs for each ECM;
 - c) written Declaration of Substantial Completion by the architect, mechanical engineer and electrical engineer where applicable;
 - d) equipment shop drawings, installation permits, start-up reports and the results of any commissioning tests where applicable;
 - e) inspection activity reports and final acceptances by building inspectors and/or Technical Safety BC where applicable; and
 - f) any other applicable permits.
- 10.4 If the Participant does not submit to the Deliverables by the Submission Deadline or such later date agreed by the Utility, the Participant may not be entitled to receive any payment from the Utilities under the Program. If the Participant anticipates a delay, the Participant will promptly advise the Utility in writing of the reason for the delay prior to program deadlines.
- 10.5 The Participant grants a non-exclusive license to the Utilities and their authorized employees, contractors and agents to enter upon and access the Premises at any time upon 48 hours prior notice to the Participant, including following payment, to inspect the ECM(s) and confirm they are installed, operational and otherwise in compliance with these terms and conditions.
- 10.6 Within 90 days of receipt and approval of the Deliverables and, if required by the Utility, a satisfactory on-site inspection, the Utilities will pay to the Participant:
 - a) Implementation Support, to a maximum of \$7,000 (if applicable);
 - b) Product rebates.

REPAYMENT

- 11.1 The Utilities may, in their sole discretion, issue notice requiring the Participant to repay all or any part of funding received within 90 days if FortisBC or BC Hydro determine, in their sole discretion:
 - a) any information provided by the Participant is incorrect or untrue, including failure to install the Product(s) or any misrepresentation as to the specifications, energy efficiency or installation particulars; or
 - b) the Participant has failed to comply with these terms and conditions;
 - c) the Product(s) have not been installed, or have been removed; and

- d) the Participant has not permitted the Utility access to the Premises from time to time to inspect the ECM(s) and ensure compliance with the Program terms and conditions.
- 11.2 This Agreement does not preclude the Participant from applying for, soliciting or accepting grants, funding or contributions from other sources towards the energy study, implementation support or energy conservation measures, provided that if the combined total of all funding received from the FortisBC and/or BC Hydro under this Program plus third parties exceeds 100 per cent of the cost of the energy study, implementation support or energy conservation measures, as the case may be, the Participant will, upon demand, repay the full amount of the excess to FortisBC and/or BC Hydro. The Participant will immediately notify FortisBC and/or BC Hydro in writing if the Participant receives contributions or contribution commitments for ECM(s) from third parties, including the nature and extent of such contributions.

DISCLAIMERS

- 12.1 FortisBC or BC Hydro do not, as a result of providing funding under the Program, assume any ownership interest, either in whole or in part, of any ECM(s).
- 12.2 Despite any input, information or payment made by FortisBC and BC Hydro to the Participant, FortisBC and BC Hydro make no representations or warranties, express or implied with respect to any ECM, including any implied warranty of merchantability, fitness for a particular purpose, design, durability or capability. It is the sole responsibility of the Participant to determine the suitability of the ECM(s) for its purposes and undertake any due diligence the Participant considers necessary and appropriate.
- 12.3 The Participant indemnifies and saves harmless FortisBC, BChydro and their respective directors, officers, agents and employees 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 Participant's participation in the Program, receipt of rebate(s) or installation, operation or use of ECM(s) including any actions or omissions by third-party consultants or contractors in the preparation or installation of ECM(s).
- 12.4 Any energy cost savings or other benefits described in connection with the Program are based on estimates only and actual results may differ.
- 12.5 FortisBC and BC Hydro will not be responsible for any late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged, destroyed application forms, or otherwise failures or circumstances affecting, disruption or corruption of the Program.

GENERAL TERMS AND CONDITIONS

- 13.1 By submission of an application, the Participant agrees to all terms and conditions herein, as may be amended from time to time.
- 13.2 FortisBC and BC Hydro reserve the right to refuse applications which they determine, in their sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements.
- 13.3 FortisBC and/or BC Hydro's decisions relating to any rebate, including without limitation, inclusion of any product on the Product List, Participant eligibility and amount of the rebate, shall be final and binding and not subject to appeal.
- 13.4 FortisBC and BC Hydro may at any time, at their sole discretion and without notice, amend, modify or terminate these terms and conditions, including but not limited to the availability and amount of any rebate. A completed application fully compliant with these terms and conditions received prior to a change or termination of any rebate will be administered in accordance with the Product List as it existed effective as of the date of the application. FortisBC and BC Hydro may in their sole discretion accept applications up to 120 days after terminating any rebate, but in no event will it accept applications received more than 120 days after the termination of any ECM rebate.
- 13.5 The Participant acknowledges that FortisBC and BC Hydro are a "public utility" as defined in the Utilities Commission Act (British Columbia), and further acknowledges and agrees that payment of rebates is subject to the approval of the British Columbia Utilities Commission ("BCUC") on terms satisfactory to FortisBC, acting in its sole discretion. If BCUC withdraws approval or changes the terms and conditions of such approval

either with respect to the Program or energy efficiency funding generally, on terms and conditions not satisfactory to FortisBC, in its sole discretion, FortisBC may amend and/or terminate the Program, including the availability and amount of any rebate, and FortisBC or BC Hydro shall be under no obligation to pay any rebate to the Participant.

- 13.6 FortisBC and BC Hydro do not endorse any particular consultant, manufacturer, ECM, 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.

CONSENT TO USE AND DISCLOSURE OF INFORMATION

- 14.1 For the purposes of the Program and these terms and conditions, "Participant Information" means all information provided or disclosed by the Participant for participation in the Program, including in any Program application materials, the Energy Study and other deliverables or supporting documentation, and including any personal information, and Participant utility account information and data respecting billing, energy use and consumption at the Premises for a period of two years prior to application to the Program and two years after application to the Program.
- 14.2 By applying to the Program, the Participant consents to FortisBC and BC Hydro:
- conducting any necessary inquiries and collecting and using the Participant Information for the purposes of processing, administering, carrying out and evaluating the Program, including determining the Participant's eligibility to receive funding as part of the Program and to calculate any potential incentive, and developing other energy efficiency programs;
 - contacting the Participant in the future to review the effectiveness of the Program, which may include surveys;
 - retrieving the Participant's billing, energy use and consumption information from the utilities' account databases for the period set out above for the purposes of analyzing consumption behaviour and energy savings attributable to the Program;
 - disclosing the Participant Information to its affiliates and contractors for the purposes of administering and evaluating the Program as described herein and developing other FortisBC energy efficiency programs.
 - Sharing the Participant Information with each other and other Program partners, facilitators and initiators for the purposes of processing, administering, carrying out and evaluating the Program, including determining the Participant's eligibility to receive funding as part of the Program and to calculate any potential incentive, and developing other energy efficiency programs.

Branding Opportunities

- 15.1 The Participant where appropriate will mention FortisBC and BChydro as supporting the Project in all media, advertising, publications and other communication materials created by the participant or other parties on the participants behalf, and FortisBC and BChydro will be given the opportunity to approve all such materials before publication.
- 15.2 FortisBC and BChydro may publicize to other applicants and the public the Premises' features and equipment described in the Project unless the Participant, acting reasonably, informs FortisBC and BChydro, in writing, that the Project features and equipment are to remain confidential.
- 15.3 Neither Party shall publish any messaging, quotes, or materials about the Project without first obtaining the written consent of the other Party.
- 15.4 The Participant will accurately represent the nature of its participation in the Program, to the public and to any government authorities.
- 15.5 FortisBC or BC Hydro names or any of their trademarks or logos should not be used without the express written consent of same; such approval will not to be unreasonably withheld.