

# Indigenous Communities Conservation Program

## Home Energy Upgrade Rebates – Program Terms and Conditions

The Indigenous Communities Conservation Program Home Energy Upgrade Rebates (the “**Program**”) is administered by British Columbia Hydro and Power Authority (“**BC Hydro**”). Indigenous communities who make certain eligible energy–efficiency upgrade (“**Upgrades**”) to homes in their community are eligible to apply for a rebate under this Program (the “**Rebate**”).

### ELIGIBILITY

1. Each applicant that meets the eligibility requirements set out herein is an “**Applicant**”.
2. 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](#).
3. To be eligible for the Program, the Applicant must satisfy the eligibility requirements in the Program Terms and Conditions (“Program Terms”) in addition to the [Product Rebate Requirements](#) for any and all upgrades undertaken (together, the “Program Rebate Requirements”).
4. The premises that are the subject of an application (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 of 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.
5. 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.
6. The Applicant must not have received any other prior rebates in relation to the Upgrades that are the subject of the application, either through this Program or through other programs funded by BC Hydro.
7. All equipment and products installed as part of the Upgrades must be new, in good working order, not previously installed in another home or building, and installed in a good workmanship like manner, all in accordance with all applicable laws, codes, and industry standards.
8. After the installation of the Upgrades, the Applicant must have ensured the safe removal, decommissioning, modification (where applicable), and disposal/recycling of old equipment in accordance with all applicable laws, codes, and industry standards, and that the old equipment was not resold or reused.

## REQUIRED FORMS, DOCUMENTATION, AND DEADLINES:

9. The Program Terms are effective as of November 1, 2022.
10. The Applicant must complete and submit a “**Rebate Application Workbook**” (to be provided by BC Hydro) in full for all Premises applying for a Rebate.
11. The Rebate Application Workbook and invoices must be submitted within **six (6) months** of the invoice date of the Upgrades.
12. Invoice dates for Upgrades must be on or after November 1, 2022.

## MEASUREMENT, VERIFICATION, AND EVALUATION

13. BC Hydro reserves the right to perform onsite verifications to confirm the eligibility of any Upgrades, entitlement to the Rebate, and any other relevant information related to the Program and the Program eligibility. The Applicant agrees to provide reasonable access to the applicable Premises for the purpose of Program verification for one (1) year following BC Hydro’s receipt of a Program application. BC Hydro’s site verification contractors will need access to every room in the applicable Premises, including without limitation, the attic and any crawlspaces. They will be required to document and take pictures of the Premises and/or installed Upgrades for verification purposes only. Before issuing the Rebate, BC Hydro is entitled to verify information provided on the Program application, by directly contacting any party associated with the Upgrades, or by any other reasonable means. The Applicant must respond and provide access to the Premises and any requested information within thirty (30) days of receipt of an on-site verification notice or risk their application being declined and/or the Rebate forfeited, at the sole discretion of BC Hydro. The Applicant must retain copies of all supporting documentation required for the Rebate eligibility for at least one (1) year following the receipt of the Rebate, including but not limited to, all contractor agreements, invoices, and product receipts.

## TIMING AND PAYMENT OF REBATE(S)

14. Once BC Hydro determines an application under the Program is accepted, a Rebate payment will be issued either in the form of a cheque or e-transfer to the Applicant. If the Rebate cheque has not been cashed within six (6) months from the date of issue, the cheque will be considered null and void. BC Hydro is under no obligation to re-issue or replace a stale-dated cheque or re-initiate an e-transfer returned as undeliverable.
15. Processing of Rebate payments may take up to ninety (90) days from the date that all required application documents are received, or longer if the application is selected for onsite verification. BC Hydro is not responsible for lost, delayed, damaged, illegible, or incomplete applications.

## ACCESS AND USE OF PERSONAL INFORMATION AND PROTECTION OF PRIVACY

16. BC Hydro collects, uses, and discloses personal information in accordance with provisions of the *Freedom of Information and Protection of Privacy Act* and its Privacy Policy (which is located at [bchydro.com/privacy](http://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**.
17. The Applicant consents to:
  - (a) the disclosure of personal information, as provided by the Applicant in any Program application materials, to BC Hydro and their respective affiliates and contractors, for the purposes of administering the Program, evaluating the effectiveness of the Program, and undertaking analysis and research to inform changes to existing programs and the design of new energy-efficiency programs;
  - (b) the collection and use information acquired during participation in the Program and disclosure of 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) the retrieval of account information and bill data at an aggregate level for a period of three (3) years prior to and three (3) years after, Program participation 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) the disclosure of personal information to contractors for the purpose of administering the Program and conducting site verification; and

(e) being contacted by BC Hydro (or their authorized agents) by phone, email, direct mail, or similar method for the purposes of administering, evaluating, and researching all elements of the Program.

## **GENERAL TERMS AND CONDITIONS**

- 18.** BC Hydro reserves the right to revise the Program Terms without notice, including revisions to the Rebate amounts and eligibility requirements.
- 19.** Decisions by BC Hydro are final and binding and not subject to appeal. BC Hydro may provide reasons for its decisions but is under no obligation to do so.
- 20.** Rebate amounts are subject to revision at BC Hydro's sole discretion and will be paid in accordance with the rebate amounts available on the purchase date of the Upgrade(s) as indicated by the invoice date.
- 21.** Notwithstanding anything in the Program Terms, payment of the Rebate is subject to the availability of funds and may change at any time without notice.
- 22.** BC Hydro reserves the right, without incurring any liability, to reject applications to the Program that it determines, in its sole discretion, are incomplete, inaccurate, or otherwise do not meet applicable Program requirements. A Program application will be considered incomplete if it is missing supporting documents, information is incomplete, or if BC Hydro requests additional details.
- 23.** If a Program application is received incomplete or determined by BC Hydro to be incomplete in its sole discretion, BC Hydro may void the application if the Applicant fails to provide a fully completed application after receiving a request to do so.
- 24.** The Applicant is responsible for meeting all Program requirements and ensuring equipment and products in relation to the Upgrades are installed and operated in accordance with all applicable laws, orders, ordinances, standards, codes, and other rules, licenses, and permits of all lawful authorities, and in accordance with manufacturer's specifications, and requirements of Technical Safety BC.
- 25.** The Applicant must ensure appropriate products and installation techniques are used that do not compromise the Premises' structure, indoor air quality, and safety.
- 26.** The Applicant is solely responsible for choosing eligible products and meeting all Program requirements.
- 27.** BC Hydro does not endorse any specific product, retailer, or contractor, and is not liable for the Applicant's selection of materials or products, or the workmanship, operation, performance, or warranty associated with any Upgrade(s) or associated work performed, whether by a contractor, or otherwise, in relation to the Program. BC Hydro makes no representation or warranty, whether express or implied, in respect of any product, materials, services, or measures associated with any Upgrade(s) installed in relation to the Program.
- 28.** BC Hydro does not guarantee and accepts no liability for the level of energy savings achieved by the Applicant under this Program.
- 29.** BC Hydro is not responsible in any circumstances whatsoever for the actions, negligence, omissions of the Applicant under this Program or the Applicant's breach of the Program Terms, or for the actions, negligence, omissions, recommendations, or advice of any employee, consultant, or contractor engaged by the Applicant in connection with the Program.
- 30.** The Applicant hereby agrees to indemnify and save harmless BC Hydro and its respective directors, officers, agents, and employees from all liability, damages, claims, demands, expenses, and costs for claims, costs for injury or personal 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, whether directly or indirectly, BC Hydro's decision to pay the Rebate or not, actual or alleged preparation or installation or use of the Upgrades, including any actions, negligence, or omissions by any third-party consultants or contractors in the preparation or installation of the Upgrades, or the Application's breach of the Program Terms, including, without limitation, the eligibility requirement set out in section 7, it being understood that the foregoing obligation to indemnify and save BC Hydro harmless will survive termination or early expiration of this Program.
- 31.** The Program, including its Program Terms are governed by and interpreted in accordance with the laws of the Province of British Columbia.