

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

PROGRAM OVERVIEW

The Social Housing Retrofit Support Program for Multi-Unit Residential Buildings (the "**Program**") assists qualifying nonprofit housing providers (each, a "**Participant**") to minimize operating costs and improve building performance through more efficient use of natural gas and electricity.

The Program is a collaboration between FortisBC Inc., FortisBC Energy Inc. (collectively "**FortisBC**") and BC Hydro (each, a "**Utility**" and collectively "**Utilities**"), BC Housing Management Commission ("**BC Housing**"), Province of British Columbia through the Ministry of Energy, Mines and Petroleum Resources (**MEMPR**) and BC Non-Profit Housing Association (collectively, the "**Program Partners**"). The program is funded in whole or in part by the Utilities, MEMPR and the Government of Canada, through the MEMPR (collectively the "**Funding Partners**") and administered by the Utilities. The Program Partners and Funding Partners are subject to change.

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. must meet one of the following criteria:
 - (a) a local government;
 - (b) a society, other than a "member funded society", registered under the *Societies Act*;
 - (c) an association registered under the *Cooperative Association Act*; or
 - (d) a governing body of an indigenous band, provided the housing is primarily for low-income households; and
- 1.3. must not be:
 - (a) a school board or educational institution (public and private schools, colleges and universities);
 - (b) a health authority or hospital; or
 - (c) public library; and
- 1.4. must be the registered owner of the Premises (as defined in section 2), a long-term lease holder (5+ yr. term, with min. 3 yrs. remaining) or the property manager of the Premises; and
- 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 for the Premises from FortisBC Energy Inc. under any rate class except 1;
 - (b) receives electric service for the Premises:
 - (i) from BC Hydro; or
 - (ii) from local municipalities within the service territories of BC Hydro or FortisBC (electric); 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; and
- 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)**

- 4.1 The product(s) for the ECM(s) (each, a "**Product**") must meet the following criteria:
 - (a) be included in and meet all criteria found on FortisBC or BC Hydro lists of eligible products located on the [Program website](#), which may be amended from time to time by the Utilities at their sole discretion and without notice (the "**Product List**") on the date of purchase as shown on the proof of purchase or lease of the Product;
 - (b) be new and CSA-approved or certified by a recognized accredited independent organization such as ENERGY STAR® or Design Lighting Consortium where applicable;
 - (c) 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;
 - (d) be installed by a qualified installer (as determined by Technical Safety BC (formerly BC Safety Authority)) listed on FortisBC's list of eligible consultants located on the [Program website](#) (the "**Approved List**"); and
 - (e) not be installed to modify, supplement, or otherwise switch or make an existing fuel source redundant for installed equipment for which the Participant has previously received financial contribution(s) from any of the Utilities.
- 4.2 For at least 10 years following installation (the "**Minimum Operating Period**"), the Product must continuously:
 - (a) be operational at the Premises;
 - (b) be used for its intended purpose in accordance with the application indicated on the Product List; and
 - (c) not to be modified, supplemented or have its fuel source switched, augmented or made redundant.
- 4.3 The products replaced by ECM(s) cannot be offered for resale or re-use off the Premises.
5. The **ECM(s)** must be approved by the Utility, and must be installed and operational within 12 months of the date of the Approval Notification (as defined in section 9.4).

PROGRAM OFFERINGS

6. **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 aims to:
 - (a) identify opportunities to reduce energy consumption in the Premises;
 - (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 [Approved List](#).
- 6.4 The Energy Study must be in the format and contain the specifications outlined in the Energy Study Guide provided to the Participant by the Utility Partners.
- 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 approval of the Energy Study report and consultant invoice by the Funding Partners. The Participant can obtain funding for the Energy Study from only one Funding Partner.

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 [Approved List](#) to assist in:
 - (a) preparing documentation related to Program administration;
 - (b) preparing specifications and undertaking tender processes for contractors and suppliers, if required;
 - (c) reviewing quotes from contractors and presenting recommendations to the Participant;

- (d) identifying financing options; and
 - (e) installing the approved ECM(s).
- 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 Funding Partners reserve the right to limit the number of rebates and the amount of any rebate. Rebates will be paid on a first-come, first-served basis.
- 8.4 The Program is independent of other incentives and rebates by the Utilities, manufacturers, or government incentive programs or grants.
- 8.5 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.
- 8.6 If, after the ECM installation deadline has passed, the Participant decides to proceed with any approved but unimplemented ECMs, the Participant will be required to reapply to the Program to obtain funding for such ECMs. Unless otherwise agreed by the Utilities, the Participant will not be entitled to receive financial support for any additional Energy Study performed upon re-application or for Implementation Support.

PROGRAM PROCESS

- 9.1 Participants must apply to the Program through their Key Account Manager or a Program Partner.
- 9.2 If the Funding Partners determine the Participant meets the Program requirements, is able 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.
- 9.3 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 the Program Approval Notification;
 - (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.
- 9.4 Upon approval of the Energy Study, or, if an Energy Study will not be conducted, within 30 days, the Utility will issue a capital approval incentive notification (CAIN) to the Participant setting out the approved ECM(s), the conditions/ requirements associated with each ECM and funding/rebates (the “Approval Notification”).
- 9.5 No rebate will be provided to a Participant for any ECM ordered or installed prior to the issuance of the Approval Notification.
- 9.6 The amount of rebates available to the Participant will be limited to, and will not exceed, the amount identified in the 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 Energy Study.
- 10.2 **Implementation Support and Product Rebates.**
- (a) Within 90 days of the ECM(s) becoming operational, the Participant will submit the following (the “Deliverables”):
 - (i) completed invoice reconciliation document in the form as attached to the Approval Notification;
 - (ii) copies of itemized invoices, proofs of payment 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;
 - (iii) written Declaration of Substantial Completion by the architect, mechanical engineer and electrical engineer where applicable;
 - (iv) equipment shop drawings, installation permits, start-up reports and the results of any commissioning tests where applicable;

- (v) inspection activity reports and final acceptances by building inspectors and/or Technical Safety BC where applicable; and

(vi) any other applicable permits.

- (b) If the Participant does not submit the Deliverables on time, the Participant may not be entitled to receive any payment under the Program. If the Participant anticipates a delay, the Participant will promptly advise the Utility in writing of the anticipated delay and the reason for the delay.

10.3 **Site Visits.** The Participant grants a non-exclusive license to the Funding Partners 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.

PAYMENTS

- 11.1 Provided all the Program criteria have been met, the Utility will remit funding with respect to the Energy Study upon the Utilities approving the Energy Study and the Energy Study invoice and proof of payment.
- 11.2 Upon receipt and approval of the Deliverables and, if required by the Utility, a satisfactory site visit, the Utilities will pay to the Participant:
- (a) Implementation Support, if applicable;
 - (b) Product rebates.
- 11.3 Payments will be made directly to the Participant, provided that, at the request of BC Housing, payments to the Participant may be made to BC Housing as reimbursement for payments made by BC Housing as part of the Program on behalf of the Participant.
- 11.4 Except as specifically provided herein, payments cannot be assigned or transferred by the Participant.
- 11.5 The Participant is solely responsible for any tax liability imposed as a result of any rebates or funding.

REPAYMENT

- 12.1 The Funding Partners may, in their sole discretion, issue notice requiring the Participant to repay all or any part of funding received within 90 days if the Funding Partners 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.
- 12.2 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 under this Program plus from 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 the Funding Partners. The Participant will immediately notify the Funding Partners in writing if the Participant receives contributions or contribution commitments from third parties, including the nature and extent of such contributions.

DISCLAIMERS

- 13.1 The Funding Partners 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).
- 13.2 Despite any input, information or payment made by the Funding Partners to the Participant, the Funding Partners 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.
- 13.3 The Participant indemnifies and saves harmless the Program Partners 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).
- 13.4 Any energy cost savings or other benefits described in connection with the Program are based on estimates only and actual results may differ.

13.5 The Program Partners 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

14.1 By submission of an application, the Participant agrees to all terms and conditions herein, as may be amended from time to time.

14.2 The Funding Partners reserve the right to refuse applications which they determine, in their sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements.

14.3 The Funding Partners' 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.

14.4 The Funding Partners 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. The Funding Partners may in their sole discretion accept applications up to, but not later than, 120 days after terminating any ECM rebate.

14.5 The Participant acknowledges that FortisBC and BC Hydro are each 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 the Utilities, acting in their 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 the Utilities, in their sole discretion, the Utilities may amend and/or terminate the Program, including the availability and amount of any rebate, and the Utilities shall be under no obligation to pay any rebate to the Participant.

14.6 The Program Partners 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.

BRANDING OPPORTUNITIES

15.1 The Participant will acknowledge the Funding Partners, as appropriate and applicable, and subject to prior approval of the applicable Funding Partner(s), in any media, advertising, publications and other communication materials created by or for the Participant with respect to the ECM(s).

15.2 The Program Partners may publicly identify the Participant, the Premises, and its features and equipment as participating in the Program for the purpose of promoting the Program, soliciting additional participants, and advertising Program effectiveness, unless the Participant, acting reasonably, informs the Program Partners, in writing, through the Utilities, that such information is to remain confidential.

15.3 The Participant will accurately represent the nature of its participation in the Program to the public and to any government authorities.

15.4 The Participant will not use the trademarks or logos of any Funding Partner or Program Partner without their express written consent.

CONSENT TO USE AND DISCLOSURE OF INFORMATION

16.1 The Participant acknowledges, consents and agrees:

- (a) the Program Partners may contact the Participant to administer, verify compliance with, and evaluate the program, and to obtain information and conduct surveys;
- (b) the Program Partners may collect and use information (including personal information as defined in the *Personal Information Protection Act*), whether provided by the Participant, obtained during site visits, through enquiries, contained in, or forming part of, any documents submitted as part of the Program or generated by the Program Partners as part of the Participant's participation in the program, and disclose the information to employees, affiliates, contractors, representatives, agents, facilitators, initiators, funding partners and program partners, to verify eligibility, calculate incentives, process, manage, administer, audit, evaluate and report on the Program, the funding amounts and the Participant's participation, to monitor, audit and assess compliance with these terms and conditions, and to develop other energy conservation programs;

(c) the Utilities may retrieve account data, including billing, energy use and consumption, for a period of **five years** prior to, and **five years** after, the Product installation dates to evaluate consumption behavior and energy savings attributable to the Program, and to collect, use and disclose such account data pursuant to (b) above.

16.2 Program Partners collect, use, and disclose personal information in accordance with the following:

- (a) FortisBC - *Personal Information Protection Act* and FortisBC's Privacy Policy (available at fortisbc.com/privacy).
- (b) BC Hydro - *Freedom of Information and Protection of Privacy Act* and BC Hydro's Privacy Policy (available 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, contact BC Hydro's Customer Service at **604-224-9376** or **1-800-224-9376** outside of the Lower Mainland.
- (c) MEMPR and BC Housing - *Freedom of Information and Protection of Privacy Act*. For more information, contact: FIPPA@bchousing.org.

ADDITIONAL PROGRAM PARTNER CONDITIONS.

17.1 The incentives may be funded, in whole or in part, by the Province of British Columbia and the Government of Canada (through the Province of British Columbia) (the "**Government Funding**"). Accordingly, the following additional provisions shall apply:

- (a) *Extension of Rights and Benefits*. Any rights and benefits of the Utilities under these terms and conditions, including, but not limited to, right to conduct site visits, access to premises, receipt of Participant information, verification and inspection rights and acknowledgement of funding, extend to and are exercisable by the Province of British Columbia and the Government of Canada upon request.
- (b) *Additional repayment event*. If the Participant, directly or indirectly, sells, leases or otherwise disposes of any equipment that received Government Funding with five years of installation, the Participant will provide notice of such disposition to the Province of British Columbia and, within 90 days of request from the Province of British Columbia, will repay the Government Funding for that equipment.
- (c) *Use and disclosure of information*. In no way limiting section 16.1, the Participant hereby authorizes the Utilities to disclose to the Province of British Columbia and the Government of Canada (either directly or through the Auditor General), and their authorized employees, contractors and agents, any information collected, delivered or generated by the Utilities as part of the Participant's participation in the program for the purposes of verification of eligibility and compliance, administration, reporting, management and evaluation.
- (d) *Marketing and promotion*. If the Participant receives Government Funding, then the rights in the Branding Opportunities sections will be extended to include the Government of British Columbia and any reference to Funding Partners or the Utilities shall include the Province of British Columbia.

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