

Partners in Indigenous Energy Efficiency & Resilience (PIEER)

Program Terms and Conditions

- 1. Administrators.** The Partners in Indigenous Energy Efficiency & Resilience program (the “**Program**”) is funded and administered in whole or in part, by the British Columbia Hydro and Power Authority (“**BC Hydro**”), FortisBC Energy Inc., FortisBC Inc. (collectively, “**FortisBC**”), and the Province of British Columbia as represented by the Minister of Energy and Climate Solutions (“**the Province**”) (together the “**Administrators**”), and in collaboration, from time to time, with additional third-party contributors (each, a “**Collaborating Party**”).
The terms and conditions herein (“**Program Terms and Conditions**”), together with the additional eligibility and funding requirements set out in the “**Program Offer Requirements**”, comprise the Partners in Indigenous Energy Efficiency & Resilience “**Program Requirements**”.
Any Administrator may rely on and enforce the Program Requirements, as applicable, also set out on the Administrator’s webpages (bchydro.com/pieer, fortisbc.com/indigenousrebates, betterhomesbc.ca/indigenous-support) and the Partners in Indigenous Energy Efficiency & Resilience Program Terms and Conditions herein (together, the “**Program Requirements**”).
- 2. Participant Eligibility.** To be eligible for the Program, a “**Participant**” must be:
 - a.** an “Indigenous governing body”, which is defined under British Columbia’s [Declaration on the Rights of Indigenous Peoples Act, 2019](#) to mean “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](#); and
 - b.** connected to the integrated (i.e., grid connected) electricity system and/or natural gas infrastructure (BC Hydro, FortisBC or Pacific Northern Gas accounts).
- 3. Program Eligibility.** To be eligible for the Program, the Participant must satisfy the eligibility and other requirements set out in the Program Requirements.
- 4. Program Overview.** The Program includes four offers: a) Energy Efficiency Retrofit Incentives, b) Energy Assessment Funding, c) Heating System Maintenance Rebates, and d) Basic Energy Saving Measures (individually, an “**Offer**” and together the “**Offers**”). Participants who have met the requirements outlined in Sections 2 to 5 herein and who complete an eligible project (“**Project**”) in accordance with the Program Requirements may be eligible to receive applicable funding and rebates through the Program (collectively, “**Incentives**”).
- 5. Required Forms and Documentation.** Participants must submit all required forms and supporting documentation (the “**Application**”) specific to each Offer, as outlined in the [Program Offer Requirements](#). Submitting an Application signifies the Participant’s acceptance of all the Program Requirements and confirms the Participant’s agreement and acknowledgement to be legally bound by them. Participants are solely responsible for choosing eligible products, licensed contractors, energy advisors and meeting all Program Requirements.
- 6. Program Changes.** The Administrators may at their sole discretion modify the Program Requirements or terminate the Program at any time based on funding limitations or for any reason, without notice, penalty, liability or further obligations. An Application received prior to such change or termination will be administered in accordance with the Program Requirements as existed on the date the Application was received.
- 7. Availability of Funding.** Payment of any Incentive(s) is subject to available funding. Incentive funding is limited and not guaranteed. Administrators, at their sole discretion, may prioritize Applications and determine the level of Incentive amount(s), if any, that the Participant is eligible to receive.
- 8. Incentive Amount.** Incentive amounts for eligible work are described in the [Program Offer Requirements](#), included within the Administrator webpages (see Section 1), and are subject to change in accordance with Sections 6 and 7. Furthermore:
 - a.** Incentives cannot exceed the invoiced amount and the total cost of the applicable Project.
 - b.** Incentives cannot be combined with other energy efficiency incentive funding received from CleanBC, BC Hydro, or FortisBC programs or the Natural Resources Canada Oil to Heat Pump Affordability Program for the same Premises (collectively, “**Duplicate Incentives**”). In the event that the Administrators determine that the Participant has received any Duplicate Incentives, the Participant agrees to return the Incentive received for this Program to the Administrators in the form and method indicated by the Administrators. The Participant will remain liable to the Administrators for all Program Incentive amounts until such funds are returned to the Administrators. In addition, in the event that the Administrators determine that the Participant has received Duplicate Incentives, the Participant may be excluded from participating in any current or future rebate and incentive programs funded by any of the Administrators.

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- c. Subject to Section 8. b., Incentives may be combined with funding received from other sources, such as capital funding from the federal government (except Natural Resources Canada Oil to Heat Pump Affordability Program), but combined Incentives and funding cannot exceed the invoiced amount or total cost of the applicable Project.
 - d. Project costs covered by warranty or home insurance claims are not eligible for Incentives. Financing or leasing agreements must result in full ownership (a copy of the agreement may be requested).
 - e. For the Energy Efficiency Retrofit Incentives Offer and Energy Assessment Funding Offer, incentives for eligible work may be claimed only once for a building in which the Project is completed (“**the Premises**”), up to the maximum Incentive amount.
- 9. Effective Date.** The Program Requirements are applicable to Projects with invoices dated on or after June 4, 2025.
- 10. Timing of Incentive Payments.** Payments will be issued to the Participant either in the form of a cheque or electronic funds transfer. Timing of payments vary based on the Offer, as outlined in [Program Offer Requirements](#). Furthermore:
- a. Offers with a Pre-Payment and Post-Implementation Payment: This refers to the Participant receiving a portion of the Incentive payment upfront upon review and approval of a confirmed Application for a defined Project scope. Review and verification of Applications and processing Incentive pre-payment may take up to thirty (30) days from the date that all required Application documents are received. After completion of the Project, the balance of the Incentive payment will be issued upon receipt, verification and approval of final supporting documentation. The balance of the Incentive payment may take up to ninety (90) days from the date that all required forms and documentation are received and verified.
 - b. Offers with Post-Implementation Payments: This refers to a single payment being issued upon receipt, review and approval of an Application and required supporting documentation upon completion of the Project scope. The payment will be issued within ninety (90) days of receiving and verifying all required forms and documentation related to the Project.
 - c. If a cheque has not been cashed within six (6) months from the date of issue, the cheque will be considered null and void. Administrators are under no obligation to re-issue a cheque returned as undeliverable, or an electronic funds transfer not deposited, or to replace a stale-dated cheque.
 - d. Administrators are not responsible or liable for lost, delayed, damaged, illegible or incomplete Applications.
- 11. Acceptance of Applications.** Administrators reserve the right, in their sole discretion, to accept or reject Applications for any reason without liability. Participants must provide complete and accurate information. Failure to do so may result in Program eligibility or Incentives being withdrawn.
- 12. Non-Compliance.** If the Administrators determine, in their sole discretion, that a Participant has failed to comply with the the Program Requirements, the Administrators may elect to decline to issue all or part of an Incentive or require the Participant to repay the Incentive(s) or return products in accordance with Section 16 herein.
- 13. Binding Decisions.** Decisions of Administrators are final and binding and not subject to appeal. Administrators may provide reasons for their decisions but are under no obligation to do so.
- 14. Project Installation.**
- a. All energy efficiency retrofits, upgrades and products installed as part of a Project must be new, in good working order and not previously installed or used in another property.
 - b. Participants are responsible for ensuring energy efficiency upgrades and products are installed, maintained and operated in accordance with all applicable laws, regulations, orders, ordinances, standards, codes and other rules, licenses and permits of all lawful authorities, and in accordance with manufacturer’s specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction.
 - c. Participants must ensure appropriate products, installation techniques and maintenance are used that do not compromise structure, indoor air quality and safety of the Premises.
 - d. The Participant is responsible for the safe removal, decommissioning, modification (where applicable), remediation (where applicable) and disposal/recycling of old equipment and products in accordance with all applicable laws, including environmental laws and regulations. Further, the Participant hereby agrees to dispose of old equipment and products in accordance with applicable laws and the manufacturer’s specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction. Old equipment must not be resold or reused.

- e. Participants are responsible for ensuring that energy assessments are completed to the satisfaction of requirements outlined in the [Program Offer Requirements](#) for the Energy Assessment Funding Offer. Energy assessments must be performed by a qualified energy advisor or a consultant capable of completing the required scope of work outlined in the [Program Offer Requirements](#).
 - f. Administrators, not being the contractor for the heating system maintenance completed as part of the Heating System Maintenance Rebates Offer, make no representation or warranty whatsoever, express or implied, as to the necessity for, or quality or, any service or skill of any contractor. If participating in the Heating System Maintenance Rebates Offer, Participants are solely responsible for ensuring that the qualified contractor meets all maintenance techniques in accordance with all applicable laws, regulations, orders, ordinances, standards, codes and other rules, licenses and permits of all lawful authorities, and in accordance with manufacturer's specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction.
 - g. For the Basic Energy Saving Measures Offer, the Participant agrees, if the Participant's Application is approved, to have Premises in the Project scope visited by their chosen personnel for installation of the energy saving products included in the Offer. They may receive, at the complete discretion of the Administrators, products and upgrades including but not limited to the following (collectively, "**Energy Saving Products**"): LED light bulbs, an LED night light, high-efficiency showerheads, faucet aerators, door weather stripping, insulating wrap for hot water pipes, a clothes drying rack or clothesline, advanced power strip, and carbon monoxide detectors. The Administrators, in their sole discretion, determine the Energy Saving Products (if any) included in the Offer.
- 15. Site Verification.** The Participant agrees that the Administrators, including their contractors and authorized agents, may perform site verifications to confirm the eligibility of any equipment installed as part of an Energy Efficiency Retrofit Incentives Project, entitlement to the Incentive, and any other relevant information related to the Program Requirements and the Program eligibility. The Participant agrees to provide reasonable access to the applicable Premises for the purpose of Program verification for one (1) year following Administrator's receipt of an Application. Participants will allow Administrator's site verification contractors and authorized agents access to every room in the applicable Premises, including without limitation, the attic and any crawlspaces. The Administrator's site verification contractors and authorized agents will document and take pictures of the Premises, the installed energy efficiency upgrades or products, for verification purposes only. By submitting an Application, the Participant agrees that the Administrators are entitled to verify information provided on the Application and required supporting documentation, by directly contacting any party associated with the Project, or by any other reasonable means. The Participant must respond and provide access to the Premises and any requested information within thirty (30) days of receipt of a site verification notice or risk their Application being declined or the Incentive forfeited, at the sole discretion of Administrators. The Participant must retain copies of all supporting documentation required to verify eligibility for at least one (1) year following the receipt of the Incentive, including but not limited to, all contractor agreements, invoices, and product receipts.
- 16. Repayment of Incentive funding.** Administrators may, at their sole discretion, require the Participant to repay all or any part of the Incentive payments and, if applicable, return any and all Energy Saving Products received within ninety (90) days of the Administrators' written request if any of the following apply:
- a. The Participant has failed to comply with the Program Requirements.
 - b. Any information provided by the Participant is incorrect or untrue.
 - c. For Energy Efficiency Retrofit Incentives Offer and Energy Assessment Funding Offer, if the final scope of the completed Project is less than the initially defined (and approved) Project scope on which the pre-payment was calculated.
 - d. For the Basic Energy Saving Measures Offer, if the 50% Incentive pre-payment (based on the planned Project scope) exceeds the total eligible Incentive funding based on the final number of Premises that received energy saving products, as indicated in the Application.
 - e. Energy Saving Products ordered by the Participant remain unused and uninstalled in Premises. In this case, the Participant must return all such unused and uninstalled product to the Administrators and is solely responsible for all shipping costs. The unused and uninstalled energy saving products must not be sold or used for any other purpose by the Participant.
- 17. Indemnity and limitation of liability.** The Administrators make no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, improvement or service, or the skill or suitability of any contractor. The Participant agrees that the Administrators will not be liable or responsible for the products, improvements, the services or use of any contractor as it relates to the Program. The Administrators will not be responsible or liable for the services, including, but not limited to, the quality of the work done by the contractor or the Participant's choice of contractor. Furthermore:
- a. The Participant hereby indemnifies and saves harmless the Administrators and their affiliates and their respective directors, officers, agents, contractors and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person

(including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, “**Losses**”) arising from or occurring by reason of the Participant’s participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products, improvements or measure(s).

- b. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, any of the Administrators and any of their respective directors, officers, agents, contractors or representatives, and employees for and against all Losses arising from the Participant’s participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products, improvements, or measure(s) or the acts or omissions of the Participant’s contractor or other party acting at the direction or on behalf of the Participant’s contractor.
- c. This Section 17 will survive completion or cancelation of Program and termination of the Program Requirements.

18. Use and disclosure of information. By submitting an Application, the Participant consents and agrees that the Administrators and their contractors and authorized agents may:

- a. contact the Participant by phone, mail, email or other method to administer, implement, evaluate and research all elements of the Program, verify information, share information on additional incentive opportunities, and to conduct surveys;
- b. collect and use information (including personal information) contained in the Application or acquired during participation in the Program (including during in-home or virtual assessments and during site verification) and may disclose the information to affiliates and contractors, any Collaborating Party, and the other Administrators, to administer, implement and evaluate the Program, to conduct research, to confirm eligibility, to verify compliance, for quality assurance, and to develop other energy efficiency programs;
- c. collect and use information (including personal information) contained in the Application or acquired during participation in the Program and to assess participation in other energy conservation programs administered by the Province, BC Hydro, or FortisBC for the purpose of determining Program eligibility, verifying compliance with energy efficiency and electrification program requirements and terms, or promoting other energy conservation offers that the Participant may qualify for, and Program evaluation;
- d. retrieve account information and utility bill data from FortisBC or BC Hydro for a period of five (5) years after the Participant’s participation in the Program to evaluate consumption and energy savings attributable to the Program, and to collect, use and disclose this information and data pursuant to Sections 18. a. to c. above, and the Participant agrees and consents to the release of such information to the Administrators for such use;
- e. collect and use information (including personal information) contained in the Application or acquired during participation in the Program and may disclose the information in whole or in part to Natural Resources Canada (“**NRCan**”), for the purpose of determining Program eligibility, verifying compliance with energy efficiency and electrification program requirements and terms, or promoting other energy conservation offers that the Participant may qualify for, and Program evaluation;
- f. specifically with respect to the Oil to Heating Program (“**OHPA**”), disclose their personal information to NRCan, the Administrators and any Collaborating Party for the purposes of administering the Program, reporting, evaluating effectiveness, auditing, undertaking analysis, research, and designing new energy-efficiency programs. The Participant hereby authorizes the Administrators and Collaborating Parties to share this information directly through NRCan, knowing that all parties must, at a minimum, safeguard the Participant’s information according to information protection standards under applicable federal and provincial privacy legislation; and
- g. specifically with respect to EnerGuide home evaluation programs, disclose their personal information to NRCan, the Administrators and any Collaborating Party for the purposes of administering the Program, evaluating effectiveness, undertaking analysis, research, and designing new energy-efficiency programs. The Participant hereby authorizes the Administrators and Collaborating Parties to collect this information indirectly through NRCan and/or NRCan certified energy advisor, knowing that all parties must, at a minimum, safeguard the Participant’s information according to information protection standards under applicable federal and provincial privacy legislation.

19. The Administrators collect, use and disclose personal information pursuant to the Program, in accordance with:

- a. **The Province**—British Columbia’s *Freedom of Information and Protection of Privacy Act*. For more information, contact: Senior Energy Efficiency Coordinator—Residential at betterhomesbc@gov.bc.ca or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.
- b. **BC Hydro**—British Columbia’s *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 of personal information is authorized by sections 26(c) and (e), 32 and 33 of the *Freedom of Information and Protection of Privacy Act*.
- c. **FortisBC**—British Columbia’s *Personal Information Protection Act* and FortisBC’s Privacy Policy (available at fortisbc.com/privacy).