

Small Commercial New Construction Program

Current as of June 2021



Application checklist

Before you submit your application, review the following checklist to ensure you complete and submit all the required information. All items on this checklist must be complete and submitted (unless otherwise indicated) to FortisBC before you're eligible to receive a rebate. Incomplete applications will not be processed until all documents have been received. (See attached terms and conditions for full details.)

- completed and signed application form, one per project
- a copy of the BC Energy Step Code Part 3 Energy Design Report or Part 9 Energy Compliance Report and EnerGuide® N Report and Label for service organization energy advisors or, Energy Model Report signed off by the Professional Engineer of Record.
- as-built drawings of the building
- energy model invoice or progress draw (optional)
- airtightness testing results and invoice or progress draw (optional)
- if applicable, completed Professional Engineer of Record Declaration for multi-unit residential buildings (MURB) ([Appendix A](#))

1. Participant information¹

Participant legal name (Company legal name)		Contact name	Title	
Corporate head office		Town/city	Province	Postal code
FortisBC natural gas account number	FortisBC natural gas premise number	Contact email	Contact phone number	

Please check the boxes that describe the Participant (refer to terms and conditions, **Applicant Eligibility, Section 1**):

- Property owner Builder/developer Top-up eligible participant Other (please specify):

If you are a top-up eligible participant please select from one of the following:

- Registered society Registered co-op Registered charity Indigenous housing provider

Charity registration number

2. Building information²

Does the facility use fuels other than natural gas and electricity?		Building permit received date ³ (Yr/Mth/Day)		
<input type="checkbox"/> No <input type="checkbox"/> Yes, if yes please specify:				
Building address		Town/city	Province BC	Postal code
Building use type				
<input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> MURB ⁴ <input type="checkbox"/> Hotel <input type="checkbox"/> Mixed use				
Specify – Please describe building systems and fuel type				
Space heating	Ventilation	Domestic Hot Water		

3. Energy modeller or energy advisor information

Company name		Service organization		
Contact name		Contact email address	Contact phone number	

4. Rebate calculation

Note: Projects MUST adhere to the BC Energy Step Code. More information on the Step Code can be found at energystepcode.ca.

Category	Specifications	Indoor area of building (sq. ft.)	Rebate amount	Top-up rebate amount ⁵	Total rebate (Indoor sq. ft. area x rebate amount)
Small Commercial New Construction Program whole building rebate	Step 2 BC Energy Step Code		\$1.00	\$1.50	
	Step 3 BC Energy Step Code		\$1.60	\$2.40	
	Step 4/5 BC Energy Step Code		\$2.20	\$3.30	
Energy model	50% of cost up to \$5,000				
Airtightness testing	75% of the cost up to \$2,500 per test (max. 2 tests)				
				Total	

5. Thermal energy service provider

Does or will a thermal energy services provider⁶ own any mechanical equipment? If yes, you must identify the provider.

- No Yes, name of provider: _____

¹This address will be used to mail any rebate cheques.

²Projects must meet eligibility criteria as defined in sections 2 & 3 of the terms and conditions.

³The date should be after January 1, 2022

⁴MURB projects receiving only natural gas from FortisBC and using natural gas solely for ventilation and domestic hot water (not space heating) must complete the Professional Engineer of Record Declaration. ([Appendix A](#))

⁵To qualify for the top-up rebate the participant needs to meet the criteria as defined in section 4 of the terms and conditions.

⁶See terms and conditions, **Eligible Participants, section 2** and **Thermal Energy Service Providers Administration Process and Fees, sections 5 to 8**.

Participant declaration

I, the Participant, declare that:

- All of the information provided to FortisBC is true and correct to the best of my knowledge.
- I have read, fully understand and agree to abide by the Small Commercial New Construction Program terms and conditions (attached).
- I am an eligible Participant as defined in the Program terms and conditions. I have not applied for, or obtained, a separate rebate from FortisBC for the same building.
- I understand and consent to the collection, use and disclosure of my personal information on this application form by FortisBC.
- I consent to FortisBC contacting me by phone, email, mail or similar method for the purposes of administration, verification and evaluation of the Program.
- If the Participant is not a natural person (for example, a corporation), the undersigned has the authority to bind the Participant.

_____, to the Program terms and conditions.
(legal name of developer, property owner or long-term lease holder)

- I agree to receive emails from FortisBC containing news, updates and promotions regarding FortisBC's buildings, services, programs and associated business opportunities. You may withdraw your consent to receive such emails from FortisBC at any time. Please refer to our Privacy Policy, which can be found at fortisbc.com/privacy, or [contact us](#) for more details.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Participant name (please print full legal name)	Participant title	Participant signature	Date (Yr/Mth/Day)

Send applications to: commercialreabtes@fortisbc.com

Questions?

Call **1-866-884-8833** or email commercialrebates@fortisbc.com

Appendix A – Professional Engineer of Record Declaration

Appendix A must be completed by the **Professional Engineer of Record** if the project is a multi-unit residential or mixed-use residential/commercial building and natural gas will only be used for domestic hot water and ventilation in corridors, amenity rooms and/or retail/office spaces but not in-suite ventilation. All other projects do not need to complete this declaration.

Ventilation

- Rationale for CFM/door for corridor ventilation. Corridor Factor must be less than 10 kWh/m². This threshold is based on the formula per section 2.5.2 of the [City of Vancouver Modelling Guidelines v2.0](#)
- Explanation of lower temperature set points and control strategies to reduce heating load
- Gas-fired units must use condensing technology, gas-adsorption heat pumps or gas-engine heat pumps

Domestic Hot Water (DHW)

- Installation of water-efficient showerheads, faucets and other DHW flow rates to reduce hot water usage
- Gas-fired boilers must use condensing technology

Comments:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Company	Signature	Date (Yr/Mth/Day)

Engineers and Geoscientists BC Professional Engineer Seal

Small Commercial New Construction Program

Terms and conditions

General

1. The small commercial new construction program (the “**Program**”) is offered by FortisBC Inc. and FortisBC Energy Inc. (collectively “**FortisBC**”). FortisBC provides incentives to eligible participants (a “**Participant**”) towards the cost of the implementation and/or installation of energy efficient measures (“**Buildings**”) as part of the design and construction of a building, which result in the building exceeding minimum energy performance levels required by the British Columbia Building Code.

Program Eligibility

2. To be eligible for incentives, the building must:
 - a. Be considered a Part 3, as defined by the BC Building Code, commercial building under 50,000 sq. ft. indoor area or Part 9 Low-rise MURB of three storeys or less and have a building area no more than 6,458 sq.ft.
 - b. Have at least two of the following three end-uses supplied by FortisBC: (i) space heating; (ii) ventilation; and/or (iii) domestic hot water heating.
 - i. Additional criteria or supporting documentation may be required for electrically buildings that use FortisBC natural gas for ventilation and domestic hot water. Please see fortisbc.com/smallcommercial for more details.
 - c. Meet BC Step Code requirements.

Participant Eligibility

3. A Participant must:
 - a. Be a Builder/Developer (a commercial entity that constructs new commercial buildings or industrial facilities for the purpose of resale) or Owner (the person who holds registered title to the Premises) of the building.
 - b. Upon request of FortisBC, the Participant will provide proof of eligibility satisfactory to FortisBC in its sole discretion.
 - c. Submit an application and supporting documentation described in the application checklist (the “**Deliverables**”) to the satisfaction of FortisBC, no later than 6 months of building occupancy.
4. Top-up rebates may be available for Participants who, in addition to the above, meet the following criteria (“**Top-up eligible participants**”):
 - a. must be one of the following:
 - i. a charity registered under the *Income Tax Act (Canada)* that provides assistance to low-income persons, or
 - ii. a housing provider that meets one of the following criteria:
 - a local government
 - housing society registered under the Societies Act
 - a housing co-op registered under the Cooperative Association Act or
 - a governing body of an Indigenous band, provided the housing is primarily for low-income households
 - b. but does not include:
 - i. a school board or educational institution (public and private schools, colleges and universities); or
 - ii. a health authority or hospital; or
 - iii. public library;

Program Changes

5. The program and its terms and conditions, including dates and incentive amounts, are subject to change, or be terminated, at FortisBC’s sole discretion at any time without notice. In such event, FortisBC shall be under no obligation to pay any funding or further funding to the Participant. Dates are subject to change. Amount of available funding may be limited.

Deliverables

6. The Participant must submit the following to FortisBC no later than 6 months of building occupancy, all subject to FortisBC’s satisfaction and approval (The “**Deliverables**”):
 - a. Signed application form
 - b. [BC Energy Step Code Part 3 Energy Design Report](#) or; [BC Energy Compliance Reports for Part 9 Buildings](#) with Energy EnerGuide* N Report for service organization energy advisors or, Energy Model Report prepared on behalf of the Participant by a qualified professional engineer.
 - c. As-Built Drawings
 - d. Airtightness testing results and invoice or progress draw.
 - e. Energy model invoice or progress draw.
 - f. If requested by FortisBC:
 - i. Equipment shop drawings, installation permits, start up reports, and the results of any commissioning tests;

- ii. inspection activity reports and final acceptances by building inspectors and/or Technical Safety BC; and
- iii. any other applicable permits.

Compliance

7. The Participant represents and warrants all buildings, materials and/or equipment installed as part of energy efficient measures must be new, CSA-approved or certified by a recognized accredited independent organization and properly installed and operated in accordance with manufacturer’s instructions and all applicable laws, orders, regulations, ordinances standards, codes and other rules, licenses and permits of all lawful authorities. HVAC and control redesigns should adhere to applicable ASHRAE guidelines and calculation procedures. Energy efficiency measures must meet or exceed the requirements of the Energy Efficiency Act (British Columbia) and the Energy Efficiency Act (Canada) and any applicable regulatory requirements in British Columbia, as determined by FortisBC, in its sole discretion.

Thermal Energy Service Providers (for natural gas only)

8. If there is a thermal energy system operating within the Premises the, information provided to FortisBC as part of the application and rebate process may be submitted by FortisBC for, and subject to an independent review, by a designated agent selected by FortisBC, whose decision will be final and binding on the Participant.

Rebates

9. Rebates are listed on Fortisbc.com/smallcommercial. Number of available rebates may be limited. Rebates cannot be combined with other FortisBC offers or promotions. Only one Participant per address.
10. Rebates will be issued payable to the Participant, and may take the form of any one of the following, at the discretion of FortisBC:
 - a. as a FortisBC account credit; or
 - b. electronic funds transfer; or
 - c. cheque.

Rebates cannot be assigned. FortisBC is under no obligation to, re-issue a rebate, which has been returned as undeliverable, or to replace a stale-dated cheque.

11. Rebate amounts may not exceed 100% of the building cost. The Participant is solely responsible for tax liability imposed on rebates.
12. Rebates are based on the information submitted by the Participant. If there is any change to such information, the Participant will notify FortisBC immediately, and FortisBC may, in its sole discretion, recalculate the amount of rebate, void the application and terminate any obligation to pay any rebate to the Participant, or demand repayment of any rebates already disbursed to the Participant.
13. FortisBC reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications.
14. FortisBC may, in its sole discretion, require the Participant to repay all or part of any rebate(s) within 90 days of demand if FortisBC determined, in its sole discretion:
 - a. any information submitted to FortisBC is incorrect or untrue; or
 - b. the Participant has failed to comply with these terms and conditions; or
 - c. an inspection reveals the Buildings have not been installed or have been removed.

Use and disclosure of Information

15. The Participant acknowledges consents and agrees FortisBC may:
 - a. contact the Participant to administer, verify compliance with, and evaluate the Program, and to obtain information and conduct surveys;
 - b. collect and use information (including personal information as defined in the Personal Information Protection Act), whether provided by the Participant, obtained during site visits, contained in, or forming part of, any documents submitted as part of the program or generated by FortisBC as part of the Participant’s participation in the program, and disclose the information to employees, affiliates, contractors, representatives, agents, funding partners and program partners to verify eligibility, process, manage, administer, audit, evaluate and report on the program, the Incentives and the Participant’s participation, to monitor, audit and assess compliance with these terms and conditions, and to develop other energy conservation programs;
 - c. retrieve account data, including billing, energy use and consumption, for a period of three (3) years after payment of the Incentive to evaluate consumption behavior and to collect, use and disclose such account data pursuant to (b) above.

FortisBC collects, uses and discloses information in accordance with the *Personal Information Protection Act* and its Privacy Policy.

For more information on FortisBC's Privacy Policy, visit fortisbc.com/privacy.

Additional Terms and Conditions

16. The Participant hereby permits FortisBC and its employees, contractors and agents, to access the Premises upon 48 hours prior notice, either before or after a rebate is paid, to conduct a site visit to confirm installation and operation of the energy efficient measures in accordance with the Energy Model and to verify compliance with program terms and conditions.
17. FortisBC, not being the designer, manufacturer, provider, installer or owner of the Product, makes no representation or warranty whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, equipment or service, or skill of any contractor. FortisBC does not endorse any particular product, system, design, contractor/consultant, manufacturer, supplier or installer in promoting the Program. FortisBC accepts no liability or responsibility for any product or equipment or the services or use of any contractor. The Participant is responsible for the safe and lawful disposal of all hazardous materials that may result from the installation of the Products.

18. The Participant does hereby indemnify and save harmless FortisBC Energy Inc., FortisBC Inc. and their affiliates (together, "FortisBC"), 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 and improvements. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC and any of their respective officers, directors, employees, agents, contractors or representatives for and against all Losses arising from Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements.
19. The Participant is responsible for complying with all applicable laws and obtaining all applicable permits.