

Multi-Unit Residential Building – New Construction Program

Terms and conditions



Program Overview

The Multi-Unit Residential Building – New Construction Program (the “Program”) provides rebates for new commercial rate class customers of FortisBC Inc. and FortisBC Energy Inc. (collectively, “FortisBC”) and general service rate class for municipal customers of Grand Forks, Summerland, Penticton or Nelson Hydro who are installing qualifying energy savings measures in multi-unit residential buildings (“MURBs”). To qualify for a rebate from the Program, applicants must comply with the following terms and conditions.

Applicant eligibility

1. In order to qualify for electricity and natural gas rebates from the Program, an applicant must meet the following criteria (where such an applicant is referred to as a “Participant”):
 - a. receive electric service from FortisBC under a commercial rate class, namely, GS20 and GS21 or a general service rate class for municipal customers of Grand Forks, Summerland, Penticton or Nelson Hydro;
 - b. for gas rebates, receive natural gas service from FortisBC Energy Inc. under any rate class other than 1, RGS and 1B;
 - c. construct a new MURB(s) or extensively remodel a MURB(s), such as apartment buildings or condominiums and may include commercial space;
 - d. be either the builder or property owner of the MURB(s) in which the qualifying energy saving measures will be installed (the “Premises”), where an owner must hold registered title to the Premises, and the owner will provide adequate proof of such registered title upon request of FortisBC, in its sole discretion;
 - e. receive written pre-approval prior to the purchase and/or installation of the energy saving measures. Rebates are not available for projects where energy conservation measures have already been purchased and/or the MURB construction has been completed prior to the date FortisBC approves the pre-application form (as further described below).

Eligibility for ESMs

2. In order to qualify for prescriptive rebates from the Program, all energy saving measures must meet the following eligibility criteria (where such energy saving measures are referred to as the “ESMs” or individually, the “ESM”) and must:
 - a. be listed on FortisBC’s ESM List available online at: fortisbc.com/murb, as amended from time to time by FortisBC, in its sole discretion (the “ESM List”).
 - b. meet all performance standards outlined on the ESM List AT THE TIME OF PURCHASE, as evidenced by the date on the proof of purchase of the ESM. Rebate applications for ESMs added to the ESM List after the date of purchase ARE NOT eligible for a rebate.
 - c. be new. Used or rebuilt ESMs do not qualify for rebates. Lamps, luminaires, and retrofit kits must also be of current manufacture, and certified by an approved testing laboratory (DLC, UL, CSA, ETL).
 - d. be installed and used by the Participant in the FortisBC electric service area or the service areas of Grand Forks, Summerland, Penticton or Nelson Hydro.
 - e. be installed for their intended purpose and in accordance with their specific application as listed in the ESM List.
 - f. be installed in commercial space or residential unit of the Premises and must not be installed in a single family residence.
 - g. be fully installed by a certified technician, with the appropriate permits/variances issued. (For example, where such certification is required, lighting ESMs must be installed by a certified electrician.)
 - h. be installed by the Participant for use in the Premises. ESMs cannot be offered for resale or re-use off the Premises.
3. In the case of efficient fireplaces, Eligible Fireplace(s) must also meet the following criteria:
 - a. must be: an EnerChoice®-rated, free-standing stove (66 per cent FE or higher), fireplace (62.4 per cent FE or higher) or insert (61 per cent FE and higher).
 - b. installed in accordance with the requirements of the BC Safety Authority and/or gas authority having jurisdiction in your area and in accordance with the manufacturer’s specifications and all applicable laws, codes, standards and ordinances.
4. In the case of efficient natural gas boilers, Eligible Boiler(s) must also meet the following criteria:

- a. be used to provide thermal energy to a single premises, Strata, Property Owner or Long-term Lease Holder only.
 - b. be used for space heating, pool heating, or space heating in combination with domestic water heating and/or pool heating for the purpose of maintaining human comfort and sanitation (process loads as designed below are not applicable).
 - c. Process load means any use of the thermal output of the Eligible Boiler(s) other than for maintaining human comfort and sanitation via space, domestic hot water or pool heating. Examples include, but are not limited to, snow melting, car washing, greenhouse heating, or the production of a good or service of economic value such as food processing.
 - d. be used as the primary source of thermal input for space and/or pool heating, providing more than 75 per cent of the thermal energy required, by the building or facility’s heating system.
 - e. Secondary, peaking, standby or backup applications (for example: boilers used to supplement heat pump systems serving as the primary heat source) do not qualify.
5. In the case of efficient water heaters, Eligible Water Heater(s) must also meet the following criteria:
 - a. use the Eligible Water Heater(s) exclusively for domestic (potable) water heating, serving equipment such as lavatories and sinks, showers, dishwashers, and laundry equipment. Space heating, process loads (as defined below), pool heating, snow melting or any combination thereof with domestic water heating are not applicable.
 - i. Process load means any use of the thermal output of the Eligible Water Heater(s) other than for maintaining human comfort and sanitation via domestic hot water. Examples include, but are not limited to, snow melting, car washing, greenhouse heating or the production of a good or service of economic value such as food processing
 - b. Secondary, peaking, standby or backup applications do not qualify.
 6. FortisBC will issue only one FortisBC rebate per Participant per ESM. For example, a Participant cannot claim a rebate from the Program as well as FortisBC’s Custom Business Efficiency Program for the same ESM.
 7. ESM rebate amounts are listed on the ESM List and may be updated from time to time by FortisBC, in its sole discretion.
 8. FortisBC, in its sole discretion, will calculate the total rebate amount available with respect to the purchase and installation of the ESMs, as based on the ESM List. In order to claim a rebate, ESMs installed must be eligible for a minimum of \$500 total rebate per application, up to a maximum of \$100,000 rebate per MURB.
- ### Program application and rebate process
9. To be eligible for custom rebates and energy modelling study funding, Participants must complete the pre-approval application by date shown on page 1 and a FortisBC technical advisor will contact the Participant to discuss custom rebates and energy modelling study funding requirements and process. Participants requesting custom rebates and energy modelling study funding will be subject to additional terms, conditions and monitoring and verification requirements.
 10. To be eligible for any prescriptive rebates from the Program, the Participant must submit to FortisBC:
 - a. a completed and signed pre-approval application by date shown on page 1. The Participant must receive prior written approval from FortisBC before proceeding with purchase and installation of ESMs.
 - b. once the ESMs are purchased and installed the Participant must submit to FortisBC:
 - i. a completed and signed rebate application by the date shown on page 1. FortisBC may extend the deadline upon request and review of the particularly circumstances. Eligible Participants will receive a notification of eligibility, confirming participation in the program and outlining incentive levels.
 - ii. proof of purchase for all ESMs installed.
 - iii. as applicable, additional documentation (such as cut sheets) to demonstrate compliance with applicable ESM performance standards as set out in the ESM List.
 - iv. copies of all applicable permits.
 11. NOTE: Participants who are customers of thermal energy service providers (“TESPs”) will have any natural gas rebates reduced by the cost of the agent’s review of the application. If the cost of review meets

or exceeds the value of rebate, the net rebate provided to the Participant will be \$0. See Section 32 for more details.

Additional terms and conditions

12. Pre-application approval forms and Program application forms must be accurately and fully completed and signed, including all required information and supporting documentation and submitted to FortisBC. FortisBC may, in its sole discretion, reject applications that are incomplete, inaccurate or do not otherwise comply with these terms and conditions.
13. FortisBC may at any time, at its sole discretion and without notice, amend, modify or terminate these terms and conditions, including but not limited to the availability and amount of any ESM rebate. A completed application fully compliant with these terms and conditions received prior to a change or termination of any ESM rebate will be administered in accordance with the ESM List as it existed effective as of the date of the application. FortisBC may in its sole discretion accept applications up to 120 days after terminating any ESM rebate, but in no event will it accept applications received more than 120 days after the termination of any ESM rebate.
14. The Participant acknowledges that FortisBC is 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. In the event that the 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 ESM rebate and FortisBC shall be under no obligation to pay any rebate to the Participant.
15. FortisBC reserves the right to limit the number and amount of rebates provided by the Program and rebates will be paid on a first come, first served basis.
16. The Participant grants a non-exclusive license to FortisBC and its authorized employees, contractors and agents to access the Premises in which the ESMs are installed either before or after a rebate is paid for the purposes of performing an on-site inspection of the ESM(s) and the ESM(s) must be completely installed, operational and accessible at the time of the inspection. FortisBC agrees to provide 48 hours prior notice to the Participant in order to make arrangements for access to the Premises. The Participant acknowledges and agrees that a rebate will not be paid if the inspection is refused.
17. The Participant acknowledges and agrees that FortisBC may at its sole discretion, require the Participant to repay all or part of the rebate provided by FortisBC under the Program within 120 days of the receipt by the Participant of such notice in the event of any of the following:
 - a. FortisBC determines, in its sole discretion, that any information provided by the Participant is incorrect or untrue, including but not limited to failure to install the ESM(s) or any misrepresentation as to the specifications, energy efficiency or installation particulars of the ESM(s);
 - b. FortisBC determines, in its sole discretion that the Participant has failed to comply with these terms and conditions; or
 - c. An inspection indicates that the ESMs have not been installed or have been removed.
18. The Participant agrees that the selection, purchase, installation and ownership/maintenance of ESM(s) for which the Participant is claiming a rebate are the sole responsibility of the Participant and that the provider(s) of same is/are not affiliated with FortisBC or any of its energy efficiency and conservation programs. The Participant acknowledges and agrees that FortisBC, not being the designer or manufacturer of such ESMs, makes no representation or warranty, express or implied as to the fitness, design or capability of the material, equipment or workmanship, nor any warranty that such ESM(s) will satisfy the requirements of the Participant or any law, specification, or contract.
19. The Participant indemnifies and saves harmless FortisBC and its 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 actual or alleged preparation or installation of ESMs including any actions or omissions by third party consultants or contractors in the preparation or installation of ESMs.
20. Any energy cost savings or other benefits described in connection with the Program are based on estimates and actual results may differ. The Participant is responsible for the disposal of all hazardous materials that may result from the installation of the ESM(s), and such disposal will be conducted in accordance with all applicable government regulations and FortisBC has no responsibility with respect to same.
21. For the purposes of the Program and these terms and conditions, "Participant Information" means all information disclosed by the Participant in any Program application materials, including any personal information as disclosed, as well as any data respecting billing, energy use and consumption at the Premises for a period of one year prior to such installation and one year after such installation. By applying to the Program, the Participant acknowledges and agrees that:
 - a. FortisBC collects and uses the Participant Information for the purposes of processing, administering and evaluating the Program and developing other FortisBC energy efficiency programs;
 - b. FortisBC may contact the Participant in the future to review the effectiveness of the Program, which may include surveys;
 - c. FortisBC may retrieve the Participant's billing, energy use and consumption information from the FortisBC account database for the period set out above for the purposes of analyzing consumption behavior and energy savings attributable to the Program; and
 - d. FortisBC may disclose the Participant Information to its affiliates for the purposes of administering and evaluating the Program and developing other FortisBC energy efficiency programs.
22. FortisBC may publish the Participant's business name, a general description of the project and resulting energy performance payback period for the purpose of promoting the Program. The Participant will review and approve any promotional material prior to publication, such approval not to be unreasonably withheld or delayed.
23. The Participant will acknowledge the assistance provided by FortisBC in all publications, publicity material and other forms of release or communications mentioning FortisBC, which must first be submitted to and approved in writing by FortisBC before publication. The Participant further agrees not to use the FortisBC name or any of its trademarks or logos without the express written consent of same, such approval not to be unreasonably withheld.
24. The Program is independent of other incentives and rebates by FortisBC and/or other utilities, manufacturers, or government incentive programs or grants.
25. Rebates cannot be assigned or transferred. Rebates will be payable to the Participant only.
26. The Participant is solely responsible for any tax liability imposed as a result of any rebates.
27. FortisBC 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.
28. 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's decisions relating to any ESM rebate, including without limitation, inclusion of ESMs in the ESM List, Participant eligibility and amount of the rebate, shall be final and binding and not subject to appeal.
29. Provision of a rebate pursuant to the Program does not constitute FortisBC assuming any ownership interest, either in whole or in part, of any ESM(s) that is the subject of the rebate.
30. FortisBC does not endorse any particular consultant, manufacturer, ESM, system, design, contractor, supplier or installer in promoting the Program.
31. The Participant understands that where a Thermal Energy Services Provider (as hereinafter defined) will own the Eligible Boiler(s) and/or Eligible Water Heater(s) that are the subject of this application, the application, all supporting documentation, and any other information pertaining to the application in the possession of FortisBC, will be shared with an agent who will review and approve or decline the application on FortisBC's behalf. The Participant hereby grants consent to allow FortisBC to share all such documentation and/or information with the agent for the purpose of administering the Program. A TESP is defined as an individual or organization other than the Participant, who will/does own thermal energy generating assets such as the Eligible Boilers and/or Eligible Water Heaters, for the purpose of selling the thermal energy generated therefrom, to the Participant.