

1. **Applicant eligibility.** Applicant must be the beneficial owner of the property during construction and incur the costs of building the dwelling. For greater certainty, the Applicant is typically the builder, developer or single homeowner that has retained a contractor for the property. Individuals purchasing a new home in a Development from a developer/builder do not qualify.
2. **Property requirements.** The building must:
 - (a) be a newly constructed residential dwelling located in FortisBC's natural gas, propane or electric service territories, or the service territories of Nelson, Penticton, Summerland, and Grand Forks and served by natural gas or propane by FortisBC, or electricity by FortisBC or the named municipalities, as the case may be;
 - (b) be built by a licensed residential builder;
 - (c) be a detached house (including house with secondary suite), attached house (including semi-detached house, duplex or triplex, townhouse, row house, attached house with secondary suite) or laneway home;
 - (d) not contain any non-residential units; and
 - (e) be no more than four (4) storeys in building height.
3. **Incentives**
 - (a) **General.** Incentives are listed on fortisbc.com/newhome. Number of available incentives may be limited. Incentives cannot be combined with other FortisBC offers or promotions.
 - (b) **BC Step Code incentives.**
 - (i) property must be evaluated by an energy advisor certified by an NRCan licensed service organization or a professional engineer that have written agreements with FortisBC to provide energy advisor services for the New Home Program (the "Energy Advisor").
 - (ii) applicant and property must meet BC Step Code requirements.
 - (iii) only available for projects where a FortisBC energy source provides the primary heat for space heating and domestic water heating. "Primary heat source" means the system supplies at least 70% of the space heating system load (SHSL) for the property.
 - (iv) for gas incentives, each dwelling must receive gas under Rate 1.
 - (v) for BC Step Code – Step 5 incentive, pre-approval by FortisBC is required.
 - (vi) rebate amount is based on the Step Code level achieved under condition (iii).
 - (c) **Energy advisor support incentive.**
 - (i) available to buildings that meet the property requirements.
 - (ii) a mid-construction application must be submitted for the energy advisor to receive the \$100 energy advisor incentive.
 - (iii) in the City of Vancouver, or in any municipality that has mandated BC Step Code - Step 3 or higher, the \$400 rebate is only temporarily available until December 31, 2020.
 - (iv) only available for projects where FortisBC energy provides the primary energy source for space heating and domestic water heating.
 - (d) **Appliance/product incentives.**
 - (i) must be listed/meet the qualifications at fortisbc.com/newhome.
 - (ii) natural gas appliance/product incentives are only available to FortisBC Rate 1 gas customers.
 - (iii) clothes washer, refrigerator and electric model clothes dryer incentives are only available to FortisBC electric customers and municipal electric customers of Nelson, Penticton, Summerland and Grand Forks.
 - (iv) water heater and combination heat and hot water incentives are not available if building built to BC Step Code – Step 2 or higher.
 - (v) Drain water heat recovery incentives are only available for properties where a FortisBC energy source is supplying domestic hot water.
 - (vi) Connected thermostat incentives are only available for properties where a FortisBC energy source is supplying space heating.
4. **Deliverables for BC Step Code Incentives.** In addition to any information requested by FortisBC to verify eligibility and compliance with program terms and conditions, the applicant will submit the following to FortisBC no later than 6 months after issuance of the occupancy permit for the building:
 - (a) **Mid-construction.** If the applicant registers for participation in the program during construction:
 - (i) information requested in the online registration form;
 - (ii) pre-construction BC Energy Compliance Report, if submitted by a professional engineer it must be signed and sealed;
 - (iii) EnerGuide* P Report for service organization Energy Advisors or signed and sealed energy model summary for professional engineers; and
 - (iv) if a pre-drywall blower door test was performed, preliminary blower fan extrapolated results.
 - (b) **Post-construction.**
 - (i) information requested in the online registration form;
 - (ii) or BC Step Code Steps 2-4 incentives, copy of as-built BC Energy Compliance Report, if submitted by a professional engineer it must be signed and sealed;
 - (iii) EnerGuide* N Report for service organization Energy Advisors or signed and sealed energy model summary for professional engineers;
 - (iv) for properties using natural gas with an electric heat pump or baseboards in FortisBC natural gas only territory, to verify primary heat source under section 3b.(iii) provide: (i) energy modelling report demonstrating the Furnace/Boiler Annual Energy Consumption exceeds SHSL x 0.70 / AFUE; and (ii) Energy Step Code Compliance Calculator output demonstrating the step achieved with natural gas as the primary SHSL; and (v) copy of occupancy permit;
5. **Deliverables for appliance/product incentives.**
 - (a) copies of legible, itemized invoices/proofs of payment showing purchase and installation date, make, model and serial number and other relevant information;
 - (b) if not on invoice, proof of installation satisfactory to FortisBC.
6. **Form of payment.** FortisBC will issue payment by cheque, in name of, and mailed to, the applicant to the mailing address. FortisBC is under no obligation to re-issue a cheque returned as undeliverable or to replace a stale-dated cheque.
7. **Taxes.** The applicant is responsible for any applicable tax on incentives.
8. **Compliance.** The applicant is responsible for meeting all program requirements and ensuring appliances/products 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, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction.
9. **Conditions of payment.** Payment is subject to: (i) the applicant, the property and the appliances/products meeting the eligibility requirements and the program terms and conditions; (ii) FortisBC's receipt, review and approval of all deliverables; (iii) satisfactory site visits; and (iv) availability of funds, which may change at any time without notice. Processing of applications may take up to 90 days upon receipt of required information and deliverables, subject to verification.
10. **Receipt/rejection of applications.** FortisBC reserves the right, in its sole discretion, to reject applications which are late, incomplete, inaccurate or illegible, do not meet program requirements, which do not include required deliverables or which include an invoice not containing required details. FortisBC is not responsible for lost, delayed, damaged or incomplete applications. Applications and supporting documents submitted electronically are at applicant's sole risk.
11. **Site Visits.** The applicant will provide or ensure FortisBC is granted access to the property and the appliances/products upon request to verify compliance, eligibility and installation/operation of appliances/products.
12. **Binding decisions.** Decisions of FortisBC, including without limitation applicant, property and appliance/product eligibility and incentive amounts, are final and binding and not subject to appeal. FortisBC may provide reasons for its decisions but is under no obligation to do so.
13. **Program changes.** 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. An application received prior to such change or termination will be administered in accordance with the terms and conditions as existed on the date of issuance of the building permit for the dwelling.

14. Limitation of liability and indemnity.

- (a) FortisBC, not being the designer, manufacturer, provider or installer of the appliances, products or equipment, makes no representation or warranty whatsoever as to the safety or fitness of, the necessity for, the quality or workmanship of, or the energy efficiency/savings of, any appliance, product, equipment or service or skill of any contractor or energy advisor.
- (b) FortisBC is not liable or responsible for any damages, claims, losses or expenses whatsoever, or howsoever caused, arising from the applicant's participation in the program or for the actions, omissions, recommendations or advice of the Energy Advisor.
- (c) The applicant hereby indemnifies and saves harmless FortisBC and its representatives from and against all claims for any breach of these terms and conditions, for death of or injury to any person, for any loss of or damage to or destruction of any property or economic loss, suffered by any person arising from the applicant's participation in the program, receipt of incentives or installation, use or operation of the appliances, products or equipment.
- (d) This section will survive termination of this agreement.

15. Use and disclosure of information. The applicant acknowledges, consents and agrees FortisBC may:

- (a) contact the applicant to administer, verify compliance with, and evaluate the program, and to conduct surveys;
- (b) collect and use information (including personal information as defined in the *Personal Information Protection Act*), whether: (i) provided by the applicant or its contractors, representatives or agents (including energy advisors, engineers, engineering firms and service organizations); (ii) obtained during site visits (including photographs) (iii) contained in, or forming part of, any

documents submitted as part of the program; or (iv) generated by FortisBC as part of the applicant's participation in the program; and disclose the information to employees, affiliates, contractors, representatives, agents and funding and program partners (including Natural Resources Canada (NRCan)), to verify eligibility, process, manage, administer, audit, evaluate and report on the program and the incentives, to monitor and assess compliance with these terms and conditions and to develop other energy conservation programs;

- (c) retrieve bill and energy consumption data for a period of two years after completion of construction to evaluate the program, consumption behavior and energy savings realized, and to collect, use and disclose such data pursuant to (b) above; and
- (d) use the collected information on an anonymized basis to create and publish case studies and to promote the program at open houses, trade shows and other public venues.

FortisBC collects, uses and discloses personal information in accordance with the *Personal Information Protection Act* and its Privacy Policy (see fortisbc.com/privacy).

- 16. Authority to collect information.** The applicant hereby consents to FortisBC communicating with and collecting information about the applicant related to the property and the applicant's participation in the program from NRCan or the applicant's energy advisor(s) or the service organizations they represent, and hereby authorizes them to disclose such information to FortisBC upon written request.

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