

# Dual Fuel Hybrid Heating Early Adopter Program Terms and Conditions



To participate in the Dual Fuel Hybrid Heating Early Adopter Program (the "**Program**"), the terms and conditions in the Pre-Application Form and the following terms and conditions will apply (collectively, the "**Terms and Conditions**").

To be eligible for a rebate(s) under the Program, each Participant and each upgrade must satisfy the eligibility and other requirements set out in the Terms and Conditions, which is comprised of the terms and conditions as listed herein and as set out on the Pre-Application Form.

By completing the Pre-Application Form, all Participants agree to be selected for Measurement and Verification ("**M&V**"), in which FortisBC, its program partners, and their respective employees, contractors, agents, and other representatives (collectively, the "**Representatives**") will install Monitoring Equipment within the Property.

## 1. Administrators

1.1. The Program is administered in whole or in part, by FortisBC Energy Inc. and FortisBC Inc. (collectively, "**FortisBC**"), in collaboration, from time to time, with Representatives.

## 2. Eligibility Requirements

2.1. To be eligible to participate in the Program, the Participant must:

- a) Have a residential FortisBC natural gas account or be an authorized individual on the residential FortisBC natural gas account;
- b) Be the owner and year-round permanent resident of the Property;
- c) Have occupied the Property as the Participant's principal residence for at least the last two years;
- d) Agree to not undergo any other energy efficiency upgrades to the Property during the Program term;
- e) Notify FortisBC of the installation of any significant electricity consuming equipment (including but not limited to EV charger, hot tub, etc.) within the last two years;
- f) Obtain a quote for the installation of the Upgrades from a licensed contractor from the list of Program-eligible contractors within thirty (30) days of receiving the Pre-Approval from FortisBC for review by FortisBC, in its sole discretion;
- g) Submit the monthly electrical billing data for two (2) years prior to the Upgrades installation and one (1) year after the installation;
- h) Participate in the M&V process (if selected by FortisBC, in its sole discretion);
- i) Respond to evaluation surveys and other requests for information in connection with the Program within the requested timeline during the Program Term; and
- j) Install a (i) new air source heat pump (the "**Heat Pump**"); (ii) new furnace (the "**Furnace**"); and (iii) new integrated thermostat (the "**Thermostat**") (the Heat Pump, furnace and Thermostat collectively, the "**Upgrades**" and each an "**Upgrade**") at the Property within thirty (30) days of receiving the Quote Approval from FortisBC and in accordance with section 4.

2.2. To be eligible to participate in the Program, the Property must:

- a) Be a purpose-built residential single-family detached home;
- b) Be primarily heated by an existing natural gas furnace; and
- c) Not have undergone any building envelope upgrades in the past two years.

2.3. Rebates cannot exceed the paid cost on the invoice for the Upgrades.

2.4. New construction, additions, secondary suites, carriage houses, and substantial reconstructions are not eligible.

2.5. Only one rebate under this Program per Property is allowed. Rebates are not eligible to be combined with any other provincial or federal home renovation rebate programs.

2.6. FortisBC may, in its sole discretion, select the Participant to participate in the M&V process. If the Participant fails to participate in the M&V process, the Participant will no longer be eligible to participate in the Program or to receive the rebate.

## 3. Effective Date

3.1. The Terms and Conditions are in effect upon completion of the Pre-Application Form by interested Participants.

## 4. Upgrade(s) Installation Requirements

4.1. All Upgrades must be installed at the same time by a licensed contractor from the list of Program-eligible contractors provided to the Participant by the Representatives. Program-eligible contractors must be registered with the Home Performance Contractor Network.

4.2. The Heat Pump installed at the Property as part of the Upgrades must:

- a) be sized to ensure that it has the capacity to meet the heat demand at or below the required temperature set points:

- i. Vancouver Island and Lower Mainland: 5°C;
- ii. Southern Interior and Northern BC: 2°C;

b) must be installed in accordance with the Heat Pump Best Practices Installation Guide for Existing Homes;

c) must be a central ducted heat pump; and

d) must be listed as an eligible system on the Program website;

4.3. The Furnace installed at the Property as part of the Upgrades must:

a) be installed with a two-pipe direct vent system. Manufacturer's instructions permitting alternatives are not eligible. A photo of the two-pipe direct vent system must be made available upon request;

b) must be installed in accordance with the High-Efficiency Furnace Installation Guide for Existing Houses;

c) undergo commissioning to ensure it is installed and operating according to best practice. A copy of the completed commissioning sheet must be made available upon request; and

d) must be listed as an eligible system on the Program website.

4.4. The Thermostat installed at the Property as part of the Upgrades must:

- a) be compatible with both the Heat Pump and the Furnace;
- b) be capable of automatically switching between the heating systems based on programmable logic.

4.5. All equipment and products (as listed on the Program webpage) installed as part of the Upgrade must be new, in good working order and not previously installed in another home or building.

4.6. The Participant is responsible for the safe removal, decommissioning, 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 the disposal of old equipment and products in accordance with 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.

## 5. Monitoring Equipment Installation, Operation, and Access to Property

5.1. FortisBC may install M&V equipment at the Property (the "**Monitoring Equipment**") to monitor and evaluate the performance of any or all of the Upgrades.

5.2. The Participant permits the installation of the Monitoring Equipment within the Property and will provide or ensure FortisBC and the Representatives are granted full and safe access to the Property, the Monitoring Equipment and Upgrades

- a) throughout the Program Term, during regular business hours to:
  - i. monitor and evaluate the performance of the Hybrid Heating System,
  - ii. troubleshoot, replace, repair, adjust, inspect, maintain, or improve the Monitoring Equipment, and
  - iii. collect data and information pursuant to section 17;
- b) at the end of the Program Term to remove the Monitoring Equipment.

5.3. The Participant is responsible for all utility costs related to the Upgrades and for the electrical costs to power the Monitoring Equipment.

## 6. Ownership, Use, and Operation

6.1. The Monitoring Equipment is and shall remain the Property of FortisBC. The Participant will be the owner of the Upgrades and will be responsible for their ongoing repair, maintenance, and operation. FortisBC acquires no ownership interest in, or responsibility for, the Upgrades.

6.2. The Participant is responsible for any damage to the Monitoring Equipment caused by the Participant, occupants of the Property, or other persons for whom at law Participant is responsible, and for any failure by the Participant to maintain the Property or secure the area where the Monitoring Equipment is located.

6.3. The Monitoring Equipment will be removed from the Property at the end of the Program Term by the Representatives.

6.4. During the Program Term, the Participant will:

- a) not alter, adjust or remove the Monitoring Equipment or Upgrades without the prior approval of FortisBC;
- b) not make any additions, repairs, adjustments or removal of the Upgrades and/or Monitoring Equipment without prior notice to FortisBC, and will continue normal operation of such equipment and/or appliances;
- c) comply with all applicable laws in relation to the Program and its obligations herein;

- d) will obtain all permits, consents and authorizations necessary for installation, use and operation of the Upgrades;
- e) follow the instructions or requirements of FortisBC and their Representatives;
- f) respond to communications from FortisBC in a timely manner and, in any event, within 48 hours; and
- g) immediately notify FortisBC of any:
  - i. defect, malfunction, or other problem with the Upgrades or the Monitoring Equipment;
  - ii. change in use of the Property or material change to occupancy; or
  - iii. damage to the Property, which may affect the operation of the Upgrades or the Monitoring Equipment.

6.5. If the Participant breaches any of the provisions of section 6 or any other term of the Terms and Conditions, the Participant will not be eligible to receive the Incentive for participating in the Program and will be removed from the Program. Any breach of the terms of participation in the Program will be determined by FortisBC in its sole discretion.

## 7. Site Verification

7.1. The Participant will provide or ensure the Representatives are granted access to the Property and the eligible products/improvements upon written request to conduct a site verification of the Property. The purpose of the site verification is to verify compliance, eligibility, disposal of old equipment and installation/ operation of eligible equipment and products. Site verification may take place for one year following the termination of the Program Term. The Participants will respond and provide access to the Property and any requested information to FortisBC within 30 days of receipt of a site verification notice or will risk their application being declined and/or rebates. Participants must retain copies of all supporting documentation required for rebate eligibility for at least one year following the termination of the Program Term.

## 8. Required Forms, Documentation and Deadlines

8.1. The Participant must submit a completed Pre-Application Form to FortisBC to be considered for the Program. After conducting an initial assessment, FortisBC may approve the Pre-Application Form and provide the Participant with a Pre-Approval to complete an installation quote.

8.2. Upon receipt of the Pre-Approval from FortisBC, the Participant must arrange to have an installation quote completed by one of the Program-eligible contractors (as indicated on the Program website) and must provide the installation quote to FortisBC within thirty (30) days of receipt of the Pre-Approval. The installation quote must include (the "Installation Quote"):

- a) a completed heat load calculation;
- b) equipment model information;
- c) cost of replacement equipment and installation; and
- d) description and cost of any ancillary upgrades required to install Upgrades. This may include, but is not limited to, electrical panel upgrades, improvements to ductwork, concrete pad and/or ancillary equipment.

8.3. FortisBC will review the Installation Quote and, if approved, may provide the Participant with a Quote Approval to complete the installation of the Upgrades. The Participant must complete the installation of the Upgrades within thirty (30) days of receipt of the Quote Approval. If the Participant does not complete the installation of the Upgrades within thirty (30) days of receipt of the Quote Approval, the Participant will no longer be eligible to participate in the Program and will be disqualified. The Participant may choose to re-apply to the Program by submitting another Pre-Application Form to FortisBC. FortisBC may, in its sole and absolute discretion, accept the Participant's application but is under no obligation to do so.

8.4. Once the Upgrades have been installed, the Participant must submit their installation invoice with proof of payment and the Property's two (2) years of electricity consumption data to FortisBC within thirty (30) days of the installation of the Upgrades for the purposes of the Program rebate.

## 9. Program Changes

9.1. FortisBC may modify the Terms and Conditions or terminate the Program at any time and for any reason, without penalty, notice or further obligation. Dates are subject to change.

## 10. Availability of Funding

10.1. Funding and the number of participants to be accepted into the Program is limited. FortisBC, in its sole discretion, may prioritize applications and determine level of rebate amount, if any, the Participant will receive. The Participant acknowledges that FortisBC is a "public utility" as defined in the Utilities Commission Act, R.S.B.C 1996, c. 473, and further acknowledges and agrees that payment of the rebate subject to the approval of the British Columbia Utilities

Commission (the "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, FortisBC may terminate the Program and the Participant acknowledges and agrees that FortisBC shall be under no obligation to pay any rebate to the Participant.

## 11. Rebate Amounts

11.1. Rebate amounts are as listed on the Program webpage.

## 12. Timing and Payment of Rebate(s)

12.1. Provided the Participant has complied with its obligations set out in the Terms and Conditions, FortisBC will issue payment of the rebate by cheque in the name of, and mailed to, the Participant to the mailing address as identified on the Application. Payment will be deemed to have been made on the date of mailing of the cheque representing the rebate. If a cheque has not been cashed within six months from the date of issue, the cheque will be considered null and void. FortisBC is under no obligation to re-issue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.

12.2. Processing of applications and payment may take up to 90 days from the date that all required application documents are received, or longer if application is selected for M&V or site verification. Representatives are not responsible or liable for lost, delayed, damaged, illegible, or incomplete applications or documentation.

## 13. Acceptance/Rejection of Applications

13.1. Applying for the Program does not create any right for the Participant to have their application approved. FortisBC reserves the right in its sole and absolute discretion to determine whether to accept or refuse an application. FortisBC may refuse applications for any reason including, but not limited to, if the application is incomplete, inaccurate or does not meet Terms and Conditions.

13.2. The Participant shall sign such further and other documents and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable to give full effect to the Terms and Conditions.

## 14. Binding Decisions

14.1. Decisions of FortisBC are final and binding and not subject to appeal. FortisBC may provide reasons for its decisions but are under no obligation to do so. Where FortisBC exercises any right, discretion or decision-making, such exercise shall be in FortisBC's sole, absolute and unfettered discretion.

## 15. Limitation of Liability and Indemnity

15.1. FortisBC, not being the designer, manufacturer, provider or installer of the products, equipment, services and/or improvements relating to the Program, makes no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, equipment, improvement or service, or the skill or suitability of any contractor. FortisBC accepts no liability or responsibility for the products, equipment, improvements, the services or use of any contractor as it relates to the Program.

15.2. Although Participants are provided with a list of Program-eligible contractors to select from for the purposes of the Program, the purpose of that requirement is that those contractors have met the Home Performance Contractor Network standards.

15.3. The Participant agrees that notwithstanding that the Participant is required to choose a contractor from the Program-eligible contractors, FortisBC makes no representation or warranty whatsoever, express or implied, as to the quality of any service or skill of any contractor or their suitability to perform any work associated with the Program. FortisBC accepts no responsibility or liability for the services, including, but not limited to, the quality of the work done by the contractor, or the Participant's choice of contractor.

15.4. The Participant hereby indemnifies and holds harmless FortisBC, including their Representatives, and any of their respective officers, directors, employees, agents, contractors or representatives from and against any and all losses, claims, damages, actions, causes of action, cost and expenses arising from participation in the Program.

15.5. This section will survive the termination of the Participant's participation in the Program.

## 16. Release

16.1. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, the Representatives, their Representatives or any of their respective officers, directors, employees, agents, contractors or representatives for any and all loss or damage arising from participation in the Program or the installation and/or use of products, equipment, services or improvements.

16.2. This section will survive the termination of the Participant's participation in the Program.

## 17. Collection, Use and Disclosure of Information

17.1. By submitting a pre-application, the Participant consents and agrees

that FortisBC and their Representatives 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, and to conduct surveys;
- b) collect and use information (including personal information) contained in the application or acquired during participation in the Program (including in home assessments and during site verification) and may disclose the information any Representative, 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) retrieve account information and bill data from FortisBC or from other utilities for a period of 5 years prior to, and 5 years after, the Program to evaluate consumption and energy savings attributable to the Program, and to collect, use and disclose such information and data pursuant to (b) above.
- d) specifically with respect to the Home Renovation Rebate Program, the disclosure of personal information on an as-needed basis with program partners, the Representatives for the purposes of administering the Program, effectiveness, undertaking analysis, validating Applicant eligibility, research, and designing new energy- efficiency programs. The Applicant hereby authorizes the Representatives to share this information, knowing that all parties must, at a minimum, safeguard the Applicant's information according to information protection standards under applicable federal and provincial privacy legislation;
- e) use the collected information on an anonymized basis to create and publish case studies and to promote the Hybrid Heating System and the Program, and other FortisBC programs at open houses, trade shows, and other public venues and
- f) collect, use and disclose personal pursuant to section 17, in accordance with the *Personal Information Protection Act* and FortisBC's Privacy Policy (available at [fortisbc.com/privacy](http://fortisbc.com/privacy)).

#### **18. Advertising, Promotion and Confidentiality**

- 18.1. The Participant hereby consents to FortisBC identifying the Participant's involvement in the Program and to use photographs of

the Property and the Upgrades, as installed, in FortisBC's promotional materials, including internal and external communications.

- 18.2. The Participant will not issue any communications with respect to the Participant's involvement in the Program without FortisBC's prior written consent.
- 18.3. All information or documentation received by the Participant, FortisBC or its Representatives pertaining to or arising from the Program shall be deemed to be confidential and proprietary to FortisBC. Except as otherwise provided herein, the Participant shall not directly or indirectly disclose any such confidential information or documentation to any third-party without the prior written consent of FortisBC.

#### **19. Additional Terms**

- 19.1. Rebates cannot exceed the cost of the invoice and the paid cost of the Upgrade(s).
- 19.2. Participants may not apply for any other rebate program for the Upgrade(s) in which they are being incentivized under this Program.
- 19.3. Nothing herein shall be deemed or construed to constitute FortisBC assuming any ownership or interest in the Upgrades or to create a joint venture, partnership, employment, or agency relationship between FortisBC or the Participant for any purpose.

#### **20. General**

- 20.1. Governing law. The Program shall be governed by and construed in accordance with the exclusive laws of the Province of British Columbia and the laws of Canada. The Participants and FortisBC and its Representatives hereby attorn to the exclusive jurisdiction of the courts of British Columbia.
- 20.2. Survival. All rights and obligations of the Participants and FortisBC and its Representatives which accrued prior to the termination of this Program, or which by their very nature are continuing, will survive termination of this Program, including but not limited to section 15 (Limitation of Liability and Indemnity), section 16 (Release) and section 18 (Advertising, Promotion and Confidentiality).