

Equipment Rebates for Registered Energy Advisors

PNG promotes improvements to the air-tightness of building envelopes that reduce the demand for natural gas for space heating, and reduce the associated greenhouse gas emissions. PNG's Smart Energy Solutions helps energy advisors purchase the equipment they need to do their job in ensuring that building envelopes meet the requirements of the BC Energy Step Code.

PNG is offering rebates to local Energy Advisors registered with Natural Resources Canada that cover up to 50% of the cost (net of taxes) of the following equipment, and to the maximum shown:

- \$3,000 for blower doors
- \$500 for thermal imaging cameras
- \$150 for laser tape measure
- \$150 for smoke generators
- \$100 for Low-E detectors

To benefit from these rebates, please complete the fields below and send this form along with your invoice and related receipts to savingenergy@png.ca. Receipts must be dated within 30 days of submitting the application.

If you are unsure if certain equipment will qualify, we recommend you reach out to savingenergy@png.ca before you purchase.

Business Information

Business name

Business address

Applicant's name

Phone number

Email address

NRCan Registered Energy
Advisor licence number

Energy Advisors Name

THESE ARE NORTHERN SOLUTIONS.

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Equipment Rebates Requested

Please provide the relevant equipment details below:

<input type="checkbox"/> Blower Door:	Make _____	Model _____
	Full Cost _____	Rebate Amount _____ (lesser of 50% of the Full Cost and \$3,000)
<input type="checkbox"/> Thermal Imaging Camera:	Make _____	Model _____
	Full Cost _____	Rebate Amount _____ (lesser of 50% of the Full Cost and \$500)
<input type="checkbox"/> Laser Tape Measure:	Make _____	Model _____
	Full Cost _____	Rebate Amount _____ (lesser of 50% of the Full Cost and \$150)
<input type="checkbox"/> Smoke Generator:	Make _____	Model _____
	Full Cost _____	Rebate Amount _____ (lesser of 50% of the Full Cost and \$150)
<input type="checkbox"/> Low-E Detector:	Make _____	Model _____
	Full Cost _____	Rebate Amount _____ (lesser of 50% of the Full Cost and \$100)

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Declarations of the Applicant

- ☐ I am an authorized representative of the business named above.
- ☐ I have read and understood the Terms and Conditions and will comply with such Terms and Conditions.
- ☐ I warrant that all information contained in this application and all information attached hereto is true and correct.
- ☐ I have attached an invoice for the equipment purchased and included relevant receipts.

Applicant name

Applicant signature

Date (mm/dd/yyyy)

Position/title

Please send completed applications to savingenergy@png.ca

Energy Advisor Equipment Rebate Offer Terms and Conditions



1. OVERVIEW

- 1.1. These terms and conditions ("Terms and Conditions") are for the Energy Advisor Equipment Rebate Offer (the "Offer") by Pacific Northern Gas Ltd. and Pacific Northern Gas (N.E.) Ltd. (collectively "PNG") is designed to promote improvements to the air-tightness and thermal efficiency of building envelopes that reduce natural gas consumption, greenhouse gas emissions and associated operating costs of buildings.
- 1.2. The Offer is available to Energy Advisors registered with Natural Resources Canada who purchase any of the following equipment used to determine the air-tightness and thermal efficiency of building envelopes: (i) blower doors, (ii) thermal imaging cameras, (iii) laser tape measures, (iv) smoke generators, and (v) low-e detectors.

THE OFFER STARTS ON NOVEMBER 1, 2022 AND ENDS UPON PNG POSTING NOTICE [ON WEBSITE] OF THE TERMINATION OF THE OFFER.

2. ELIGIBILITY CRITERIA

- 2.1. Eligible Participant: To be eligible to receive a rebate under the Offer, you must be an Energy Advisor registered with Natural Resources Canada.
- 2.2. Eligible Equipment: Any of the following equipment types used to determine the air-tightness and thermal efficiency of building envelopes: (i) blower doors, (ii) thermal imaging cameras, (iii) laser tape measures, (iv) smoke generators, and (v) low-e detectors.
- 2.3. Eligible Equipment must be purchased on or after November 1, 2022.

3. OFFER REBATE

- 3.1. Rebates will only be paid to an Eligible Participant.
- 3.2. Each Eligible Participant is entitled to receive a rebate for up to two (2) models of each type of Eligible Equipment, either when purchased together or separately at any time during which the Offer is in effect.
- 3.3. Rebates will only be issued when all required documentation is received and deemed acceptable by PNG in its sole discretion.
- 3.4. Rebates will be issued to Eligible Participants by a cheque.

4. APPLICATION PROCESS

- 4.1. To be eligible for a rebate under the Offer, a participant (each, a "Participant") must follow the following steps:
 - 4.1.1. Complete and submit an application form available on PNG's website following the purchase of the Eligible Equipment.
 - 4.1.2. PNG reviews the application for completeness.
 - 4.1.2.1. If all information provided is complete and conforms to the requirements set out in these Terms and Conditions, PNG will issue a rebate to the Eligible Participant.
- 4.2. PNG is not responsible for lost, delayed, damaged, illegible, or incomplete applications.
- 4.3. PNG reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate, or otherwise do not meet the Offer requirements.

5. REPRESENTATION AND WARRANTIES

- 5.1. The Participant represents, warrants, acknowledges, and agrees that:
 - 5.1.1. The Participant has read the Eligibility Criteria as set forth in these Terms and Conditions and the Participant fully meets all such requirements to participate in the Offer as an Eligible Participant;
 - 5.1.2. All equipment purchased by the Participant pursuant to this Offer fully qualify and comply with the Eligibility Criteria; and
 - 5.1.3. All information submitted by the Participant to PNG pursuant to application to the Offer and otherwise communicated to PNG with respect to the Offer is true and correct.

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6. REPAYMENT OF FUNDING

- 6.1. The Participant acknowledges and agrees that PNG may, at its sole discretion, require the Participant to repay all or part of the rebate provided by PNG under the Offer within 90 days of receipt by the Participant of a notice from PNG in the event of any of the following:
- 6.1.1. PNG determines, in its sole discretion, that any information provided by the Participant is incorrect or untrue, including but not limited to failure to purchase the Eligible Equipment and any misrepresentation as to the specifications of the Eligible Equipment; and
 - 6.1.2. PNG determines, in its sole discretion that the Participant has failed to comply with these Terms and Conditions.
- 6.2. The decision by PNG to provide any rebates under this Offer to the Participant is based on the information provided by the Participant to PNG. In the event there is any change to such information, the Participant will notify PNG immediately, and PNG may, in its sole discretion, recalculate the amount of rebate that the Participant is eligible for, void the application and terminate any obligation to pay any rebate to the Participant, or demand repayment of any funds already disbursed to the Participant.

7. ADDITIONAL TERMS AND CONDITIONS

- 7.1. PNG may amend, modify, or terminate this Offer and these Terms and Conditions at any time based on funding limitations or for any other reason, without notice. PNG will honour any rebates earned to the date of termination of the Offer.
- 7.2. The Participant acknowledges that PNG 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 rebates is subject to the approval of the British Columbia Utilities Commission (“BCUC”) on terms satisfactory to PNG, 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 this Offer or energy efficiency funding generally, on terms and conditions not satisfactory to PNG, in its sole discretion, PNG may terminate the Offer and the Participant acknowledges and agrees that PNG shall be under no obligation to pay any rebate to the Participant.
- 7.3. Provision of a rebate under this Offer does not constitute PNG assuming any ownership interest, either in whole or in part, of the Eligible Equipment that is the subject of the rebate.
- 7.4. PNG, NOT BEING THE DESIGNER OR MANUFACTURER OF THE ELIGIBLE EQUIPMENT, MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AS TO THE FITNESS, DESIGN OR CAPABILITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP OF THE ELIGIBLE EQUIPMENT, NOR ANY WARRANTY THAT THE ELIGIBLE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF THE PARTICIPANT OR ANY LAW, SPECIFICATION, OR CONTRACT.
- 7.5. THE PARTICIPANT DOES HEREBY INDEMNIFY AND SAVE HARMLESS PNG AND ITS 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 OFFER, RECEIPT OF REBATE OR ACTUAL OR ALLEGED PREPARATION OR INSTALLATION OR USE OF THE ELIGIBLE EQUIPMENT, INCLUDING ANY ACTIONS OR OMISSIONS BY THIRD PARTY CONSULTANTS OR CONTRACTORS IN THE PREPARATION OR INSTALLATION OF THE ELIGIBLE EQUIPMENT.
- 7.6. PNG does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Offer.
- 7.7. The Participant acknowledges and agrees that the Participant is responsible for the disposal of all hazardous materials that may result from the installation and use of the Eligible Equipment, and such disposal will be conducted in accordance with all applicable government regulations and the Participant agrees that PNG has no responsibility with respect to same.
- 7.8. The Participant is solely responsible for any tax liability imposed as a result of payment of the rebate.
- 7.9. The Participant is responsible for complying with all applicable laws, regulations and bylaws regarding permits, codes, restrictions, and inspections in relation to any product or equipment installed in connection with this Offer.
- 7.10. The Offer is independent of other incentives and rebates by PNG and/or other utilities, manufacturers, or government incentive offers or grants.
- 7.11. Rebates cannot be assigned or transferred. Rebates will be payable to the Participant only.
- 7.12. PNG reserves the right to limit the number of rebates it provides under the Offer; rebates will be paid on a first come first serve basis.
- 7.13. PNG’s decisions relating to the Offer, including without limitation product acceptability, customer eligibility and amount of any rebates, shall be final and binding and not subject to appeal.

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- 7.14. For the purposes of this Offer and these Terms and Conditions, "Participant Information" means all information disclosed by the Participant in any Offer application materials, and, if applicable, relevant data from the building or facility which is the subject of application to the Offer. By applying for this Offer, the Participant acknowledges that and hereby consents to allow PNG to:
- 7.14.1. Collect and use the Participant Information for the purposes of processing, administering, and evaluating the Offer and developing other PNG energy-efficiency programs;
 - 7.14.2. Contact the Participant in the future to review the effectiveness of the Offer, which may include surveys;
 - 7.14.3. Disclose the e Participant Information, Offer application, all supporting documentation, and any other information pertaining to the Offer application in the possession of PNG to an agent or service provider who will review and approve or decline the Offer application on behalf of PNG; and
 - 7.14.4. Disclose Participant Information amongst PNG and evaluation service contractors for the purposes of administering and evaluating this Offer as described herein and developing other PNG energy-efficiency programs.
- 7.15. Subject to section 7.14 PNG will keep confidential any confidential business, technical, financial or personal information or records made available to PNG by the Participant in connection with matters arising under the Offer, and will not disclose such information except as may be required by the law.
- 7.16. Any equipment found eligible to receive a rebate may be inspected by PNG or one of its authorized agents prior to the rebate being issued. The Eligible Equipment must be complete, operational, and accessible at the time of the inspection. PNG agrees to provide 48 hours prior notice to the Participant to make arrangements for access to Eligible Equipment for such inspection purposes.
- 7.17. IN NO EVENT WILL PNG BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE OFFER.
- 7.18. THE PARTICIPANT AGREES TO WAIVE ANY RIGHT THE PARTICIPANT MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST PNG RELATED TO ANY CLAIM WHERE SUCH WAIVER IS PERMITTED. WHERE APPLICABLE, THE PARTICIPANT ALSO AGREES TO OPT OUT OF ANY CLASS PROCEEDINGS AGAINST PNG.
- 7.19. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and not invalidate or render unenforceable the remainder of these Terms and Conditions. In this event, such provision shall be changed and interpreted so as to best accomplish the objectives of such invalid or unenforceable provision within the limits of applicable law.
- 7.20. The validity, interpretation, construction and performance of these Terms and Conditions shall be governed by the laws in force in the Province of British Columbia (without reference to any conflict of law principles that might result in the application of the laws of another jurisdiction). The competent courts in the Province of British Columbia shall have the exclusive jurisdiction over all disputes relating to these Terms and Conditions. Each of the parties hereto irrevocably attorns and consents to the jurisdiction of the such courts.

8. CONTACT INFORMATION

Any questions? Please contact us at the email and phone number below.

Email: savingenergy@png.ca

Toll-free: 1-800-667-2297

Note: If you cannot access the electronic copy of the application documents online, please contact PNG at the phone number above to arrange an alternate method of delivery.