

EFFICIENCYBC and HOME RENOVATION REBATE PROGRAM

MUNICIPAL CONTRIBUTION AGREEMENT

THIS AGREEMENT is made as of the 7th day of September, 2018.

AMONG:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a British Columbia Crown Corporation with its head office at 333 Dunsmuir Street, Vancouver, BC V6B 5R3

(hereinafter "**BC Hydro**")

AND:

FORTISBC ENERGY INC., having an office at 16705 Fraser Highway, Surrey, BC V4N 0E8

(hereinafter "**FEI**")

AND:

FORTISBC INC., having an office at Suite 100, 1975 Springfield Road, Kelowna, BC V1Y 7V7

(hereinafter "**FBC**" and, together with FEI, "**FortisBC**")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of ENERGY, MINES AND PETROLEUM RESOURCES, ENERGY EFFICIENCY BRANCH, at 1810 Blanshard Street, Victoria, BC V8T 4J1

(the "**Province**")

AND:

THE CORPORATION OF THE CITY OF VICTORIA, having an office at 1 Centennial Square, Victoria, BC V8W 1P6

(hereinafter the "**Municipality**")

WHEREAS:

- A. The Province has engaged BC Hydro and FortisBC (collectively, the "**Program Delivery Providers**") to administer the Province's program currently referred to as EfficiencyBC (previously referred to as the Retrofit Partnership Program) (the "**Program**"), which is integrated with each Program Delivery Providers' "Home Renovation Rebate Program" (each, the "**Home Renovation Program**").
- B. The goal of the Program is to reduce the energy consumption and greenhouse gas (GHG) emissions of participants by providing them with financial incentives to undertake energy assessments and fuel-switch to electric heat pumps;
- C. The Municipality wishes to participate in the Program by providing additional funding to participants that reside within the legal boundary of the Municipality and are eligible for the energy assessment and heat

pump incentives under the Program, as more particularly described in Schedule A ("Municipal Offers").

NOW THEREFORE, in consideration of the promises and mutual agreements between the parties hereto and for other good and valuable consideration, the parties hereto agree as follows:

1) Program

- a) The Program Delivery Providers shall be responsible for implementing and administering the Program, including the Municipal Offers, all in accordance with the terms and conditions of the Program and respective Home Renovation Programs.
- b) The Program Delivery Providers will pay the Municipal Offer to eligible Program participants and be entitled to reimbursement from the Municipality in accordance with section 5.
- c) Despite the Municipality providing the Municipal Offers, the parties agree the Program Delivery Providers will manage the customer interface and relationship, and despite any consent obtained from the customer with respect to the disclosure of their personal information (as that term is defined in the Freedom of Information and Protection of Privacy Act ("FOIPPA")), the Municipality will not receive or have control of, for the purpose of the FOIPPA, the personal information held by Program Delivery Providers. In the event the Municipality receives any such personal information, the Municipality will be subject to the privacy obligations set out in section 3.

2) Funding

During the Term, the Municipality will contribute funding to the Program for measures specified in Schedule A that shall not in any circumstances whatsoever exceed \$21,000. The Program Delivery Partners will manage the funding and when the funding is exhausted, the Municipal Offer will no longer be available to participants in the Municipality unless this agreement is amended to reflect additional funding. All of the funding will be applied and allocated within the Program solely for funding Municipal Offers.

3) Records and Reporting

- a) During the Term (as hereinafter defined), and subject to applicable laws, the Program Delivery Providers will provide the Municipality with quarterly written reports, in a form to be determined by the Program Delivery Providers, concerning Program participation to the extent that participation relates to Municipal Offers within the legal boundaries of the Municipality, including a statement verifying participants are within the legal boundary of the municipality; housing type, housing age, incentive dollars, measure counts and pre-retrofit fuel source for heat-pump measures.
- b) Despite the foregoing, the parties acknowledge and agree that the data provided to the Municipality will be aggregate and/or anonymized data only.
- c) If the Municipality receives personal information, the Municipality shall only retain and use such information for the limited purpose for which it was disclosed to the Municipality and will not disclose such information to any third parties without the express written consent of the applicable Program Delivery Partner. Except when otherwise required by applicable laws, including the *Information Management Act* (British Columbia), the Municipality shall return, destroy and/or delete all records, in any medium, that contain personal information within thirty (30) days of written request from the applicable Program Delivery Partner to do so, or in any event, within one (1) year following the end of the Term. The Municipality shall ensure the personal information is handled by the Municipality in a manner that complies with this Agreement and all applicable laws, and except when otherwise required by applicable laws, the Program Delivery Partners' respective privacy policies.

4) **Advertising and Promotion**

The Municipality will not use any of the Program Delivery Providers' names, logo, marks, or any other intellectual property owned or otherwise held by the Program Delivery Providers, in order to promote or market the Program unless the Municipality obtains prior written approval from the applicable Program Delivery Providers and such use by the Municipality is in accordance with any terms, conditions and specifications required by the applicable Program Delivery Provider.

5) **Payment and Invoicing**

Concurrent with a quarterly report provided under section 3, the Program Delivery Providers will submit an invoice to the Municipality identifying the Municipal Offers paid to eligible participants by the Program Delivery Partners during the reporting period for reimbursement. The Municipality will pay each invoice within 30 days of their delivery to the Municipality. The Program Delivery Providers will pay their customers directly, within 90 days of receipt of required deliverables from the customer, subject to approval, verification and inspection. The Municipality will receive a final invoice nine (9) months after the term end date.

Term and Termination

This Agreement shall commence as of the date first written above and shall automatically terminate on September 27, 2020 (the "Term") Notwithstanding the foregoing, any party hereto may terminate this Agreement with 90 days prior written notice to the other parties hereto for any reason. If this Agreement is terminated prior to the expiry of the Term, the parties will pay all amounts accrued or committed to be paid under the Program up to the applicable termination date. At any time prior to the end of the Term, the parties may, upon mutual written agreement, renew such Term for further successive periods of one year each. Notwithstanding the foregoing, this Agreement shall automatically terminate upon termination of the Program for any reason whatsoever.

The Municipality acknowledges that FortisBC and BC Hydro are each a "public utility" as defined in the *Utilities Commission Act* (British Columbia), and that this Agreement and the supply of funding to support it may be subject to approval by the British Columbia Utilities Commission (the "BCUC"). In the event that support for BC Hydro or FortisBC's funding of the Program, or this Agreement, is challenged, withdrawn, or denied by the BCUC, such party may terminate this Agreement without damages or penalty whatsoever by giving the other parties thirty (30) days' advance written notice.

6) **Release**

Each party hereto acknowledges and agrees that the other parties, not being the designer, manufacturer, builder or installer of any of the energy efficiency or GHG reduction measures recommended or incorporated under the Program (including the Municipal Offers), makes no representations or warranties, express or implied, of any kind in respect to the energy efficiency or GHG reduction impact of any equipment or measures recommended, installed or incorporated under the Program, including, without limitation, as to fitness for the purpose or effectiveness of the energy efficiency or GHG reduction measures incorporated under the Program and no party hereto is responsible to the other parties, and each party hereby releases the other parties, for any claim, cause of action, loss and damages arising from the installation, operation or maintenance of such measures.

7) **Freedom of Information and Protection of Privacy**

The Municipality shall ensure that all personal information that is collected, used, or disclosed by the Municipality pursuant to this Agreement is done so in accordance with all applicable privacy

laws including, the British Columbia Freedom of Information and Protection of Privacy Act and Schedule B attached hereto.

8) Notices

A notice that any party hereto may be required or may desire to give any other party, including invoices, will be in writing and will be given to and received by the addressee on the day when it is delivered, by hand, by courier, by registered mail, or by electronic mail at the following addresses:

In the case of notices to BC Hydro:

BC Hydro Conservation and Energy Management
333 Dunsmuir Street, 5th Floor
Vancouver, B.C. V6B 5R3

E-mail: kari.montrichard@bchydro.com
Attention: Kari Montrichard

In the case of notices to FortisBC:

FortisBC Conservation and Energy Management
16705 Fraser Highway
Surrey, B.C. V4N 0E8

E-mail: beth.ringdahl@fortisbc.com
Attention: Beth Ringdahl

In the case of notices to the Province:

BC Ministry of Energy, Mines and Petroleum Resources
Energy Efficiency Branch,
PO Box 9314 Strn Prov Govt
Victoria, BC V8W 9N1

E-mail: nathaniel.gosman@gov.bc.ca
Attention: Nat Gosman

In the case of notices to the Municipality:

City of Victoria, Engineering and Public Works
Energy and Climate Action,
1 Centennial Square
Victoria, BC V8W 1P6

E-mail: jdawe@victoria.ca
Attention: Jess Dawe

Any party may from time to time change its address for notices or communications under this Agreement by giving a notice in writing to the other party.

9) Dispute Resolution

a) Except as expressly otherwise provided in this Agreement, all disputes, questions or controversies arising out of or connected with this Agreement and the business relationship

arising from this Agreement (individually, a "Dispute" and collectively, "Disputes") shall be resolved as provided in this section.

- b) Where a Dispute arises, each party will within two days after receiving from or delivering to the other parties written notice of dispute (a "Dispute Notice") setting out the matters in dispute, designate one of its senior management as its representative for the purposes of attempting to negotiate a resolution. The representatives so appointed shall meet and attempt to resolve the Dispute.
- c) Any Dispute that has not been resolved within 20 days of the receipt of a Dispute Notice shall be referred to and finally determined by arbitration. There shall be a single arbitrator, provided that, if the parties cannot agree on a person to be appointed as the single arbitrator within 14 days prior to the commencement of the arbitration, then the number of arbitrators will be five, one appointed by each of BC Hydro, the Province, FortisBC and the Municipality (the "party appointees") no later than 10 days prior to the commencement of the arbitration, and the fifth arbitrator appointed by the party appointees. The arbitration shall be conducted in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Victoria, British Columbia, unless otherwise agreed to by the parties. Unless the arbitrator(s) decide otherwise, each party shall bear its own costs relating to the production of expert evidence and legal representation, and all other costs of the arbitration shall be shared equally. An award or determination of the arbitrator or arbitrators or any three of the five arbitrators shall be binding upon the parties hereto, their successors and assigns.

10) General Provisions

- a) The following schedules are attached to, and form an integral part of, this Agreement:
 - Schedule A – Municipal Offers
 - Schedule B – BC Hydro Privacy Protection Schedule
- b) Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, employment or agency relationship among the parties hereto.
- c) This Agreement shall operate and take effect for the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. No party hereto may assign this Agreement, whether in whole or in part, without the prior written consent of the other parties.
- d) This Agreement may not be modified or amended except by an instrument in writing signed by all the parties hereto or their successors or permitted assigns.
- e) This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- f) Notwithstanding any other term or condition of this Agreement to the contrary, sections 7, 8, 9, 10 and 11 hereof, shall survive the expiry or termination of all or any part of this Agreement and the Program.
- g) Time is of the essence in this Agreement.
- h) This Agreement embodies the entire Agreement between the parties with regard to the subject matters dealt with herein, and no understanding or agreements, oral or otherwise, exist between the parties hereto except as contained in this Agreement.
- i) Each of the parties to this Agreement will execute and deliver all further documents and instruments and do all further acts and things as may be reasonably required to evidence, carry out and give full effect to the terms and conditions of this Agreement.

- j) If any provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
- k) No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.
- l) The Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement.

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement by their duly authorized representatives effective on the date and year first written above.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY


By:



Kari Monrichard
Sr. Program Manager, Residential Marketing

FORTISBC ENERGY INC.


By:



Beth Ringdahl
Program Manager, Residential Conservation Programs

FORTISBC INC.

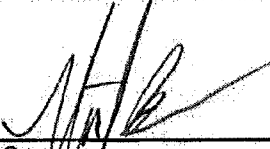
By:



Beth Ringdahl
Program Manager, Residential Conservation Programs

THE PROVINCE OF BRITISH COLUMBIA


By:



Nat Gosman
Director, Energy Efficiency

THE CORPORATION OF THE CITY OF VICTORIA

By:



Christopher D. Coates
City Clerk

SCHEDULE A

Municipal Upgrade Offers

Activities	Municipal Offer (\$/participant)	Offer Selection	Offer Start Date	Offer End Date
Energy Assessment (for D and E visit, administered after E Visit)	\$150			
Heat Pump Fuel Switching				
Heat Pump Tier 1	\$350	✓	September 28, 2018	September 27, 2020
Heat Pump Tier 2	\$2,000			

SCHEDULE B

BC HYDRO PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the Municipal Contribution Agreement (the "Agreement") among British Columbia Hydro and Power Authority ("BC Hydro"), FortisBC Energy Inc., FortisBC Inc., the Province of British Columbia and the Corporation of the City of Victoria (the "Municipality"). This Schedule is applicable to BC Hydro and the Municipality only.

Definitions

1. In this Schedule,
 - (a) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (b) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (c) "personal information" means recorded information about an identifiable individual, other than contact information, collected, created or otherwise acquired by the Municipality as a result of the Agreement or any previous agreement between BC Hydro and the Municipality dealing with the same subject matter as the Agreement.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable BC Hydro to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a party to the Agreement, the Municipality is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or BC Hydro otherwise directs in writing, the Municipality may only collect or create personal information that is necessary for the performance of the Municipality's obligations, or the exercise of the Municipality's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or BC Hydro, the individual whose personal information is at issue, or that individual's lawful representative otherwise directs in writing, the Municipality must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or BC Hydro otherwise directs in writing, the Municipality must tell an individual from whom the Municipality collects personal information in connection with the Agreement:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by BC Hydro to answer questions about the Municipality's collection of personal information.

Accuracy of personal information

6. The Municipality must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Municipality or BC Hydro to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Municipality receives a request for access to personal information from a person other than BC Hydro, the individual whose personal information has been requested, or that individual's lawful representative, the Municipality must promptly advise the person to make the request to BC Hydro unless the Agreement expressly requires the Municipality to provide such access and, if BC Hydro has advised the Municipality of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, the Municipality must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from BC Hydro to correct or annotate any personal information, the Municipality must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, BC Hydro must advise the Municipality of the date the correction request to which the direction relates was received by BC Hydro in order that the Municipality may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Municipality must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to BC Hydro the Municipality disclosed the information being corrected or annotated.
11. If the Municipality receives a request for correction of personal information from a person other than BC Hydro, the individual whose personal information has been requested, or that individual's lawful representative, the Municipality must promptly advise the person to make the request to BC Hydro and, if BC Hydro has advised the Municipality of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, the Municipality must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Municipality must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless BC Hydro otherwise directs in writing, the Municipality must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Municipality must retain personal information until directed by BC Hydro in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless BC Hydro otherwise directs in writing, the Municipality may only use personal information if that use is:
 - (a) for the performance of the Municipality's obligations, or the exercise of the Municipality's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure of personal information

16. Unless the Agreement otherwise specifies or BC Hydro, the individual whose personal information is at issue, or that individual's lawful representative otherwise directs in writing, the Municipality must not disclose personal information inside or outside Canada to any person other than BC Hydro, the individual whose personal information is at issue, or that individual's lawful representative, or an entity that can legitimately compel disclosure under the laws of British Columbia. BC Hydro will not unreasonably withhold such direction.

17. Not Used

Inspection of personal information

18. In addition to any other rights of inspection BC Hydro may have under the Agreement or under statute, BC Hydro may, at any reasonable time and on reasonable notice to the Municipality, enter on the Municipality's premises to inspect any personal information in the possession of the Municipality or any of the Municipality's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Municipality must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. The Municipality must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Municipality as a counterparty to the Agreement, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by BC Hydro under this Schedule.
20. The Municipality acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a counterpart to the Agreement.

Notice of non-compliance

21. If for any reason the Municipality does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Municipality must immediately notify BC Hydro of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

22. In addition to any other rights of termination which BC Hydro may have under the Agreement or otherwise at law, BC Hydro may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Municipality, terminate the Agreement by giving written notice of such termination to the Municipality, upon any failure of the Municipality to comply with this Schedule in a material respect.

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Municipality" in this Schedule includes any agent retained by the Municipality to perform obligations under the Agreement and the Municipality must ensure that any such agents comply with this Schedule.
25. The obligations of the Municipality in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by BC Hydro under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Municipality must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

CLEANBC BETTER HOMES AND HOME RENOVATION REBATE PROGRAM

MUNICIPAL CONTRIBUTION AGREEMENT AMENDMENT

Modification No. 1

THIS MODIFICATION AGREEMENT is made as of the ___ day of _____, 2020.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of ENERGY, MINES AND PETROLEUM RESOURCES,
ENERGY EFFICIENCY BRANCH, at 1810 Blanshard Street, Victoria, BC V8T 4J1

(the "**Province**")

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a British Columbia Crown
Corporation with its head office at 333 Dunsmuir Street, Vancouver, BC V6B 5R3

(hereinafter "**BC Hydro**")

AND:

FORTISBC ENERGY INC., having an office at 16705 Fraser Highway, Surrey, BC V4N
0E8

(hereinafter "**FEI**")

AND:

FORTISBC INC., having an office at Suite 100, 1975 Springfield Road, Kelowna, BC
V1Y 7V7

(hereinafter "**FBC**" and, together with FEI, "**FortisBC**")

AND:

THE CORPORATION OF THE CITY OF VICTORIA, having an office at 1 Centennial
Square, Victoria, BC, V8W 1P6

(hereinafter the "**Municipality**")

Background:

- A. The parties entered into the Municipal Contribution Agreement dated **for reference** the 7th day of September 2018 (the "Agreement").
- B. The parties have agreed to modify the Agreement.

Agreement:

The parties agree as follows:

- 1. The Terms in **Schedule A** of the Agreement currently expire on September 27, 2020 and is now extended from September 27, 2020 to March 31, 2022.
- 2. The attached Revised section 2 and 5 replace sections 2 and 5 of the Agreement effective April 1, 2020.
- 3. The attached Revised **Schedule A** replaces **Schedule A** of the Agreement effective April 1, 2020.
- 4. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 19th day of March, 2020_ on behalf of the Province by its duly authorized representative:

Signature 

Print Name Katherine Muncaster

SIGNED AND DELIVERED on the _____ day of _____, 20__ by or on behalf of the Recipient, FortisBC (or by its authorized signatory or signatories if the Recipient is a corporation):

Signature _____

Print Name _____

SIGNED AND DELIVERED on the _____ day of _____, 20__ by or on behalf of the Recipient, BC Hydro (or by its authorized signatory or signatories if the Recipient is a corporation):

Signature _____

Print Name _____

SIGNED AND DELIVERED on the _____ day of _____, 20__ by or on behalf of the Recipient, The Corporation of the City of Victoria (or by its authorized signatory or signatories if the Recipient is a corporation):

Signature _____

Print Name _____

REVISED SECTION 2

Funding

During the Term, the Municipality will contribute funding to the Program for measures specified in Schedule A shall not in any circumstances whatsoever exceed \$121,000 based on the following schedule of released funds contributed.

Contribution Date	Contribution Amount
September 7, 2018	\$21,000
April 1, 2020	\$100,000

The Program Delivery Partners will manage the funding and when the funding is exhausted, the Municipal Offer will no longer be available to participants in the Municipality unless this agreement is amended to reflect additional funding. All of the funding will be applied and allocated within the Program solely for funding Municipal Offers.

REVISED SECTION 5

Payment and Invoicing

Concurrent with a quarterly report provided under section 3, the Program Delivery Providers will submit an invoice to the Municipality identifying the Municipal Offers paid to eligible participants by the Program Delivery Partners during the reporting period for reimbursement. The Municipality will pay each invoice within 30 days of their delivery to the Municipality. The Program Delivery Providers will pay their customers directly, within 90 days of receipt of the required deliverables from the customer, subject to approval, verification and inspection. The Municipality will receive a final invoice nine (9) months after the term end date.

Term and Termination

This Agreement shall commence as of the date first written above and shall automatically terminate on March 31, 2022 (the “**Term**”). Notwithstanding the foregoing, any party hereto may terminate this Agreement with 90 days prior written notice to the other parties hereto for any reason. If this agreement is terminated prior to the expiry of the Term, the parties will pay all amounts accrued or committed to be paid under the Program up to the applicable termination date. At any time prior to the end of the Term, the parties may, upon mutual written agreement, renew such Term for further successive periods of one year each. Notwithstanding the foregoing, this Agreement shall automatically terminate upon termination of the Program for any reason whatsoever.

The Municipality acknowledges that FortisBC and BC Hydro are each a “public utility” as defined in the *Utility Commission Act* (British Columbia), and that this Agreement and the supply of funding to support it may be subject to approval by the British Columbia Utilities Commission (the “**BCUC**”). In the event that support for BC Hydro or FortisBC’s funding of the Program, or this Agreement, is challenged, withdrawn, or denied by the BCUC, such party may terminate this Agreement without damages or penalty whatsoever by giving the other parties thirty (30) days’ advanced written notice.

REVISED SCHEDULE A

REVISED Municipal Upgrade Offers

Activities	Municipal Offer (\$/participant)	Offer Selection	Offer Start Date	Offer End Date
Energy Assessment (for D and E visit, administered after E Visit)	\$150			
Electric Service Upgrade	\$500	X	April 1, 2020	March 31, 2022
Heat Pump Water Heater Fuel Switching				
Heat Pump Water Heater Option 1	\$350			
Heat Pump Water Heater Option 2	\$1,000			
Contractor Spiff Fuel Switching Heat Pump				
Contractor Spiff Option 1	\$50			
Contractor Spiff Option 2	\$300			
Heat Pump Fuel Switching				
Heat Pump Option 1	\$350			
Heat Pump Option 2	\$2,000	X	April 1, 2020	March 31, 2022