

# Commercial and Industrial Custom Efficiency Program



## APPLICATION

THIS APPLICATION MUST BE COMPLETED AND SUBMITTED TO PACIFIC NORTHERN GAS LTD. (PNG) FOR PRE-APPROVAL PRIOR TO THE PURCHASE OR INSTALLATION OF AN ELIGIBLE PROJECT.

All the information required in this application must be complete and submitted to PNG. Incomplete applications will not be processed until PNG receives all the required information. (Please see Terms and Conditions for full details.)

Necessary Documents
<input type="checkbox"/> Completed and Signed Application Form
<input type="checkbox"/> Project Proposal

### Participant Information (Please print clearly. Retain a copy for your records.)

PNG Account No:			
Participant's Legal Name:	Contact Name:	Title:	
Street Address:	Town/City:	Province:	Postal Code:
Email:	Contact Phone No.:		
Please check the boxes that best describe the Participants. (Please refer to the Terms & Conditions, Eligible Participants)			
<input type="checkbox"/> Property Owner <input type="checkbox"/> Long-Term Lease Holder <input type="checkbox"/> Local Government <input type="checkbox"/> Society <input type="checkbox"/> Association <input type="checkbox"/> Governing body of an Indigenous Peoples			

### Facility Information

Facility Address:	Town/City:	Province:	Postal Code:
Provide a brief description of the facility and process that is the subject of this application:			

**APPLICATION**

Proposal			
Project Name or Identifier:			
Planned Start Date:		Planned Completion Date:	
Estimated cost of project before incentive (not including internal costs, overhead or contingency):			
Anticipated life of the equipment installed as part of this project (years):		Payback period without an incentive(years):	
Natural gas savings (Gigajoules/year):		Other energy savings (electricity, diesel, propane):	
Non-energy related cost savings (\$/year):		Improved productivity (\$/year):	
<p><b>Please provide a detailed description of the proposed project as an attachment to this application. The project proposal must include the following:</b></p> <ul style="list-style-type: none"> <li>• Class III cost estimate</li> <li>• Engineering calculation of natural gas savings</li> <li>• Payback calculation</li> <li>• Measurement and verification plan</li> </ul>			

Conditions and Evaluation Criteria
<p>The incentive offered by PNG under the Commercial and Industrial Custom Efficiency Program is determined based on the following criteria:</p> <p>A. To qualify for an incentive:</p> <ol style="list-style-type: none"> <li>1. The project must result in natural gas savings for the customer for a period of not less than five (5) years.</li> <li>2. The payback period of the project, before any incentive from PNG, must not be less than 2.5 years (30 months). The payback calculation must reflect the full cost of the project, including internal and invoiced costs. The payback calculation must also reflect costs savings from all sources including energy (natural gas, electricity, biomass, etc.), reductions in O&amp;M, avoided costs. Any change to revenues as a result of changes to productivity resulting from the project must also be included.</li> </ol> <p>B. If the project meets the requirements described in (A), PNG will determine the amount of the incentive based on the following criteria:</p> <ol style="list-style-type: none"> <li>1. The rebate payable by PNG is the <i>lesser</i> of: (*)                     <ol style="list-style-type: none"> <li>a) \$200,000; and</li> <li>b) 75% of the total invoiced cost of the project; and</li> <li>c) the amount resulting in a payback period of the project of not less than 1.0 years (12 months); and</li> <li>d) the amount resulting in PNG’s avoided cost natural gas of not more than \$6.00 per gigajoule, where the avoided cost of natural gas is determined as the rebate amount divided by the quantity of natural gas saved over the life of the project (to a maximum of 25 years).</li> </ol> </li> </ol> <p>* The calculation determining the actual incentive paid by PNG is laid out on the following page.</p>

## APPLICATION

### Participant Declaration

I, the Participant or property manager acting on behalf of the Participant, declare that:  
 All of the information provided to PNG is true and correct to the best of my knowledge.  
 I have read, fully understand and agree to abide by the Commercial and Industrial Custom Efficiency Program Terms and Conditions.  
 I am an eligible Participant as defined in the Commercial and Industrial Custom Efficiency Program Terms and Conditions.  
 If the Participant is not a natural person (for example, a corporation), the undersigned has the authority to bind the Participant.  
 If I am a property manager, I have the legal authority and permission to bind the property owner or long-term lease holder,  
 \_\_\_\_\_, to the Commercial and Industrial Custom Efficiency Program Terms and Conditions.  
 (legal name of property owner or long-term lease holder)

I agree to receive emails from PNG for the purposes of administrating and evaluating the program.  
**IMPORTANT NOTE: You will be unable to receive email correspondence regarding your application if you do not agree.**

I agree to receive emails from PNG containing news, updates and promotions regarding PNG's products, services, programs and associated business opportunities. You may withdraw your consent to receive such emails from PNG at any time.  
 Please refer to our [Privacy Policy \(http://www.png.ca/privacy-policy/\)](http://www.png.ca/privacy-policy/) or call us at 1-800-667-2297 for more information.

_____	_____	_____	_____
Participant name (please print)	Participant title	Participant signature	Date (YYYY/MM/DD)

Send applications to: [commercialrebates@png.ca](mailto:commercialrebates@png.ca) Questions? Call **1-800-667-2297** or Email [savingenergy@png.ca](mailto:savingenergy@png.ca)

Note: If you cannot forward your application documents via email, please contact PNG at the above phone number to arrange an alternate method of delivery.

### Project Evaluation (to be completed by PNG)

Project life must be greater than 5 years	Project Qualifies (Y/N)			
Payback period of the project before incentives must be greater than 30 months	Project Qualifies (Y/N)			
Cost of the Project (Note 1):	(a)		X	75% =
Incentive required to reduce the payback period to 12 months:	(b)			
Incentive based on the avoided cost of gas of \$6.00/GJ: (Note 2)	(c)			
The lesser of amounts on lines (a), (b), and (c):	(d)			
<b>Estimated Incentive (lesser of \$200,000 and the amount on line (d)):</b>				

(Note 1): Does not include internal labour and overhead, contingency and amounts already spent.  
 (Note 2) Calculated as \$6.00 x Annual natural gas savings (GJ) x Life of the project (to a maximum of 25 years)

# TERMS AND CONDITIONS

## 1. OVERVIEW

- 1.1. The Commercial and Industrial Custom Efficiency Program (the “Program”) offered by Pacific Northern Gas Ltd. and Pacific Northern Gas (N.E.) Ltd. (collectively “PNG”) is designed to stimulate investment in improvements to equipment and processes that use natural gas that result in reduced natural gas consumption, greenhouse gas (“GHG”) emissions and associated operating costs in commercial, institutional and industrial buildings and/or facilities.

### **THE PROGRAM ENDS ON THE DATE ON WHICH FUNDING AVAILABLE FOR THE PROGRAM HAS BEEN FULLY ALLOCATED.**

## 2. DEFINITIONS

- 2.1. **Application** means the Commercial and Industrial Custom Efficiency Program Application form as amended by PNG from time to time.
- 2.2. **Approval Date** has the meaning set out in section 5.1.3.
- 2.3. **Participant** means a PNG customer who has applied to the Program.
- 2.4. **Project Completion Report** means the Commercial and Industrial Custom Efficiency Program Project Completion Report as amended by PNG from time to time.
- 2.5. **Eligible Costs** has the meaning set out in section 3.3.
- 2.6. **Eligible Participant** means a Participant who meets all the requirements of section 3.1.
- 2.7. **Eligible Project** means a project to update natural gas equipment and/or control systems associated with processes that consume natural gas that meets all the requirements of section 3.3.
- 2.8. **Property Owner** means a legal person who holds registered title to the building or facility that is the subject of an application to the Program. PNG, in its sole discretion may request the Property Owner to provide proof of such registered title.
- 2.9. **Long-term Lease Holder** means a legal person who occupies the building or facility that is subject of an application to the Program, under a commercial lease with a term of 120 months or more, with an option to renew for at least a further 60 months, which lease will continue for at least 36 months prior to expiry at the time of the Application. NOTE: Upon request, the Long-term Lease Holder will provide, in a form satisfactory to PNG in its sole discretion, landlord details and confirmation of a long-term lease with respect to the proposed building or facility, including permission granted by the landlord to the Long-term Lease Holder to install, repair and/or upgrade the control system.
- 2.10. **Property Manager** means a legal person who manages the building or facility that is the subject of an application to the Program on behalf of the Property Owner or Long-term Lease Holder. The Property Manager must have legal authority and permission to bind the Property Owner or Long-term Lease Holder to these terms and conditions. PNG, in its sole discretion, may request the Property Manager to provide proof of such legal authority in any form satisfactory to PNG. If the Property Manager is unable to provide proof satisfying PNG of said legal authority, as determined by PNG in its sole and absolute discretion, PNG may refuse to

grant entry to the Program. The Property Manager acknowledges that by entering into the Program the Property Manager agrees to be bound to these terms and conditions of the Program as if the Property Manager were the Property Owner or Long-term Lease Holder, including, but not limited to, the right of recovery of the full rebate provided under this Program. The rebate(s) under this Program will only be provided to the Property Owner or Long-term Lease Holder.

## 3. ELIGIBILITY CRITERIA

### 3.1. Eligible Participants

#### 3.1.1. To be eligible to receive a rebate, Participants:

3.1.1.1. must receive natural gas or piped propane service from PNG under any rate schedule EXCEPT RS1.

3.1.1.2. must be a Property Owner or Long-term Lease Holder. NOTE: Property Managers are not eligible Participants. Subject to PNG’s sole discretion, a Property Manager may sign an application to the Program on behalf of a Property Owner or Long-term Lease Holder, but rebates will only be provided to the Eligible Participant.

3.1.2. PNG customers are NOT eligible to apply for a Rebate under the Program even if they are the Property Owner, Builder/Developer or Long-term Lease Holder, unless all amounts owing by such customer to PNG are paid in full and there are no past due balances outstanding.

### 3.2. Eligible buildings/facilities

3.2.1. The building or facility where the Eligible Project is to be installed must:

3.2.1.1. be located within the PNG service territories; and

3.2.1.2. be an existing building or facility.

### 3.3. Eligible Costs

3.3.1. Only costs for parts and material, and fees for third party engineering, design, programming, installation, construction or commissioning services that are invoiced after the Approval Date are Eligible Costs.

3.3.2. Costs of internal labour, overhead and contingency are NOT Eligible Costs.

### 3.4. Eligible Projects

3.4.1. To qualify for a rebate under the Program, the Project must:

3.4.1.1. be aimed at upgrading, replacing or improving existing natural gas equipment or control systems associated with processes that consume natural gas.

3.4.1.2. Install new equipment (projects using rebuilt or reconditioned equipment are not eligible);

3.4.1.3. Install proven technologies that are commercially and readily available in the marketplace;

3.4.1.4. have a capital cost for implementation;

3.4.1.5. must result in natural gas savings for the customer for a period of not less than five (5) years.

- 3.4.1.6. have a payback period, before any incentive from PNG, of not be less than 2.5 years (30 months). The payback calculation must reflect the full cost of the project, including internal and invoiced costs. The payback calculation must also reflect costs savings from all sources including energy (natural gas, electricity, biomass, etc.), reductions in O&M, and all other avoided costs. Any change to revenues as a result of changes to productivity resulting from the project must also be included.

#### 4. PROGRAM REBATES

- 4.1. The rebate payable by PNG is the *lesser* of:
  - 4.1.1. \$200,000; and
  - 4.1.2. 75% of the total Eligible Cost of the project; and
  - 4.1.3. the amount resulting in a payback period of the project of not less than 1.0 years (12 months); and
  - 4.1.4. the amount resulting in PNG's avoided cost natural gas of not more than \$6.00 per gigajoule, where the avoided cost of natural gas is determined as the rebate amount divided by the quantity of natural gas saved over the life of the project (to a maximum of 25 years).
- 4.2. The maximum rebate payable to an Eligible Participant in any calendar year period is \$200,000.
- 4.3. Rebates will only be paid to an Eligible Participant.
- 4.4. Rebates will be issued when all required documentation is received and deemed acceptable by PNG in its sole discretion.
- 4.5. Rebates will be issued to successful Participants by a cheque.

#### 5. APPLICATION PROCESS

- 5.1. To be eligible for a rebate under the Program, the Participant or Participant's authorized agent must follow the following steps:
  - 5.1.1. Return a copy of the completed Application prior to the commencement of the Project. NOTE: The Participant (or the Participant's Property Manager) must sign the application form.
  - 5.1.2. PNG will review the Application to determine whether the proposed project meets Eligibility Criteria set out in section 3.
  - 5.1.3. On the date that Participant receives notification from PNG stating that PNG has approved the Application (the "Approval Date"), the Participant may initiate the Eligible Project.
  - 5.1.4. The Participant must complete the Eligible Project and submit the Project Completion Report to PNG within 12 months after the Approval Date.
  - 5.1.5. PNG will review the Project Completion Report. If all information provided is complete and accurate, and the Participant has met all the requirements of the Program, PNG will calculate and issue a rebate based on the Eligible Costs incurred.
- 5.2. PNG is not responsible for lost, delayed, damaged, illegible or incomplete applications.
- 5.3. PNG reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements.

#### 6. REPRESENTATION AND WARRANTIES

- 6.1. The Participant represents, warrants, acknowledges and agrees that:
  - 6.1.1. The Participant or the Participant's authorized representative has read all the eligibility requirements as set forth in these terms and conditions (the "Eligibility Requirements") and the Participant fully meets all such requirements to participate in the Program set out;
  - 6.1.2. All products, equipment and materials installed by the Participant pursuant to this Program will fully qualify and comply with the Eligibility Requirements; and
  - 6.1.3. All information submitted by the Participant to PNG pursuant to application to the Program and otherwise communicated to PNG with respect to the Program are true and correct.

#### 7. REPAYMENT OF FUNDING

- 7.1. The Participant acknowledges and agrees that PNG may, at its sole discretion, require the Participant to repay all or part of the rebate(s) provided by PNG under the Program within 90 days of receipt by the Participant of a notice from PNG in the event of any of the following:
  - 7.1.1. PNG determines, in its sole discretion, that any information provided by the Participant is incorrect or untrue, including but not limited to failure to complete the Eligible Project and any misrepresentation as to the specifications, energy efficiency or installation particulars of the Eligible Project;
  - 7.1.2. PNG determines, in its sole discretion that the Participant has failed to comply with these Terms and Conditions.
- 7.2. The decision by PNG to provide any rebates under this Program 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.

#### 8. ADDITIONAL TERMS AND CONDITIONS

- 8.1. PNG may amend, modify or terminate this Program 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.
- 8.2. 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 Program or energy efficiency funding generally, on terms and conditions not satisfactory to PNG, in its sole discretion, PNG may terminate the Program and the Participant acknowledges and agrees that PNG shall be under no obligation to pay any rebate to the Participant.
- 8.3. Provision of a rebate under this Program does not constitute PNG assuming any ownership interest, either in whole or in part, of an Eligible Project that is the subject of the rebate.
- 8.4. PNG, NOT BEING THE DESIGNER OR MANUFACTURER OF PARTS AND EQUIPMENT INSTALLED IN THE COURSE OF COMPLETING THE ELIGIBLE

- PROJECT, MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED AS TO THE FITNESS, DESIGN OR CAPABILITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP OF PARTS AND EQUIPMENT INSTALLED IN THE COURSE OF COMPLETING THE ELIGIBLE PROJECT, NOR ANY WARRANTY THAT THE PARTS AND EQUIPMENT INSTALLED IN THE COURSE OF COMPLETING THE ELIGIBLE PROJECT WILL SATISFY THE REQUIREMENTS OF THE PARTICIPANT OR ANY LAW, SPECIFICATION, OR CONTRACT.
- 8.5. 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 PROGRAM, RECEIPT OF REBATE(S) OR ACTUAL OR ALLEGED PREPARATION OR INSTALLATION OR USE OF THE ELIGIBLE PROJECT, INCLUDING ANY ACTIONS OR OMISSIONS BY THIRD PARTY CONSULTANTS OR CONTRACTORS IN THE PREPARATION OR INSTALLATION OF THE ELIGIBLE PROJECT.
  - 8.6. PNG does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Program.
  - 8.7. The Participant acknowledges and agrees that the Participant is responsible for the disposal of all hazardous materials that may result from the completion of the Eligible Project, 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.
  - 8.8. The Participant is solely responsible for any tax liability imposed as a result of payment of the rebate.
  - 8.9. 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 for this Program.
  - 8.10. The Program is independent of other incentives and rebates by PNG and/or other utilities, manufacturers, or government incentive programs or grants.
  - 8.11. Rebates cannot be assigned or transferred. Rebates will be payable to the Participant only.
  - 8.12. PNG reserves the right to limit the number of rebates it provides under the Program; rebates will be paid on a first come first serve basis.
  - 8.13. The Participant does hereby agree to allow PNG to publish the Participant's business name, a general description of the project and resulting energy performance and payback period for the purpose of promoting the Program. The Participant further agrees not to use the PNG name or any of its trademarks or logos without the express written consent of same, such approval not to be unreasonably withheld.
  - 8.14. The Participant agrees to acknowledge the assistance provided by PNG in all publications, publicity material and other forms of release or communication pertaining to the completion of the Eligible Project. All such communications mentioning PNG must first be submitted to and approved in writing by PNG before publication.
  - 8.15. PNG's decisions relating to the Program, including without limitation product acceptability, customer eligibility and amount of any rebates, shall be final and binding and not subject to appeal.
  - 8.16. For the purposes of this Program and these Terms and Conditions, "Participant Information" means all information disclosed by the Participant in any Program application materials, as well as any data respecting billing, energy use and consumption, and, if applicable, relevant data and/or sub-metered gas data, at the building or facility which is the subject of application to the Program. By applying for this Program, the Participant acknowledges that and hereby consents to allow PNG to:
    - 8.16.1. Collect and use the Participant Information for the purposes of processing, administering, and evaluating the Program and developing other PNG energy-efficiency programs;
    - 8.16.2. Contact the Participant in the future to review the effectiveness of the Program, which may include surveys;
    - 8.16.3. Retrieve the Participant's billing, energy use and consumption information from the PNG customer account database for a period beginning one year prior to the Participant's application to the Program, and ending one year after the Final Approval Date, for the purposes of analyzing consumption behavior and energy savings attributable to the Program;
    - 8.16.4. Disclose the Participant Information, Program application, all supporting documentation, and any other information pertaining to the Program application in the possession of PNG to an agent or service provider who will review and approve or decline the Program application on behalf of PNG; and
    - 8.16.5. Disclose Participant Information amongst PNG and evaluation service contractors for the purposes of administering and evaluating this Program as described herein and developing other PNG energy-efficiency programs.
  - 8.17. Subject to sections 8.13 and 8.16 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 Program, and will not disclose such information except as may be required by the law.
  - 8.18. Any installations found eligible to receive a rebate may be inspected by PNG or one of its authorized agents prior to the rebate being issued. The Participant shall provide PNG and its authorized employees, contractors and agents with full access to the building, facility or premises in which the Eligible Project has been completed, and all relevant equipment within, for the purposes of performing an on-site inspection of the installed Eligible Project. The Eligible Project must be complete, operational and accessible at the time of the inspection. PNG agrees to provide 48 hours prior notice to the Participant in order to make arrangements for access to the building, facility or premises for such inspection purposes. The Participant will take all reasonable measures and actions to ensure that such building, facility or premise is safe for PNG and its authorized employees, contractors and agents to enter for inspection purposes.
  - 8.19. 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 PROGRAM.
  - 8.20. 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.

- 8.21. 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.
- 8.22. 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.

## 9. CONTACT INFORMATION

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

Email: [savingenergy@png.ca](mailto:savingenergy@png.ca)

Toll-free: **1-800-667-2297**

Please send completed applications to:

[CommercialRebates@png.ca](mailto:CommercialRebates@png.ca)

Note: If you cannot forward your application documents via email please contact PNG at the phone number above to arrange an alternate method of delivery.