

Terms and Conditions

1. Purpose of the Program

- a. The District of Central Saanich's Oil to Heat Pump Financing Program, (the "Program") is offering owners in the District a limited number of financing opportunities for upgrading their primary residences from oil heating to an air-to-air or air-to-water electric heat pump system. Subject to these Terms and Conditions, up to \$12,000 in 0% interest financing per residence is available and repayable as an annual additional payment on property taxes over a period up to 10 years.
- b. To be eligible for financing, acceptance in the program is required prior to installing heating system equipment.
- c. By signing the Central Saanich Oil to Heat Pump Financing Program Registration Form, the registered owners of the Property are entering into an agreement with the District in accordance with these terms and conditions (the "Agreement").

2. Home Eligibility

- a. The home (the "Property") must be located in the District of Central Saanich (the "District") that is at least 12 months old, and is one of the following types of residential Buildings:
 - i. Single family home (detached dwelling);
 - ii. Mobile home that is permanently fixed, sits on a foundation and is structurally complete with installed and connected plumbing, heating, metered electrical service, water and sewer services, with towing apparatus and axle removed;
 - iii. Duplex, triplex, row home or townhome, where each dwelling unit has its own BC Hydro electricity meter. Utility accounts must be in the name of the resident and/or homeowner; utility accounts in the name of a strata corporation are not eligible
- b. The following types of homes are not eligible:
 - i. Other multi-unit residential buildings such as condominiums, high-rises and apartment buildings
 - ii. Detached garages, workshops, and other accessory outbuildings
 - iii. Newly constructed homes that have received an occupancy permit or final inspection within the past 12 months.
- c. Home must be currently heated with an oil furnace or boiler system, which will be confirmed by a pre-retrofit EnerGuide home evaluation upon entry to the Program.
- d. The participating homeowner (the "Participant"), must:
 - i. be occupying the Property as their primary residence at the time of application for the Program and during the term of the financing under the Program, or
 - ii. be a registered owner of the subject home (building, strata lot, or dwelling unit that is otherwise eligible), and
 - iii. be in good standing respecting property taxes, including respecting delinquency and arrears.

3. Retrofit Eligibility

- a. To participate in the Program, every Participant must decommission or remove their existing oil heating system and complete a heat pump system installation that qualifies for either the Ducted Central, Ductless Mini-Split, Air-to-Water, or Combined Space and Hot Water heat pump rebates through the CleanBC Better Homes Program.

- b. All upgrades must be installed by a contractor from the District's pre-approved list of Contractors. Self-installations are not eligible.

4. Declarations

- By participating in the Program, the Participant agrees to the following representations to the District.
- a. The Participant certifies that they and their Property are eligible to participate in the Program under these Terms and Conditions.
 - b. The Participant is aware that any willful or negligent misstatement or misrepresentation on this form may be cause for their rejection/expulsion from the Program, in addition to other remedies available to the District in law or equity.
 - c. The Participant certifies that they are the registered owner of the real property listed in their application, and oil is the primary heating fuel of the residential building.
 - d. The Participant expressly acknowledges that the District and its partners in the program do not endorse the services of any contractor or specific product and accept no liability in the selection of contractors or the performance of the work completed.
 - e. The Participant expressly acknowledges that the District holds no responsibility and accepts no liability for the proper and safe decommissioning and disposal of the oil tank and installation of the heating system in accordance with all applicable laws.
 - f. The participant expressly acknowledges that they will complete the retrofit by the end of 2023.
 - g. By signing the Central Saanich Oil to Heat Pump Financing Registration Form, the applicant consents to the collection of personal information which is authorized under the Local Government Act, Community Charter and section 26 (c) and (e) of the Freedom of Information and Protection of Privacy Act.
 - h. The Participant expressly acknowledges that the District's bylaws apply to the financing and repayment, in addition to this Agreement.
 - i. The Participant agrees to the District contacting them up to 3 years after their participation in the Program, for the purposes of requesting feedback on the Program.

5. Financing

- By participating in the Program, the Participant makes the following statutory declarations under the laws of Canada, the Province of British Columbia, and the District:
- a. The Property is not currently involved in bankruptcy, insolvency, or Creditors' Arrangement proceedings.
 - b. The Participant understands that the District will pay the contractor directly up to a maximum of \$12,000.
 - c. The Participant acknowledges that any costs to the Contractor for an installation above the twelve thousand (\$12,000.00) dollars financing provided by the District will be the responsibility of the homeowner.
 - d. The Participant and the Property meet the eligibility requirements for the program laid out in these Terms & Conditions.
 - e. The information provided by the Participant in any Program forms is true and correct as of the noted dates.
 - f. The Participant understands that any intentional or negligent misrepresentation(s) or omission of the information on any Program documents may result in

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- civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the District, its partners in the program, and any other person who may suffer any loss due to reliance upon any misrepresentation which the Participant has made in this application or due to suffering damages or other harm resulting from material omissions.
- g. The Participant understands that they are undertaking a financial obligation regarding the designated Property in order to receive financing for certain product(s), equipment, and services referenced in this application (the retrofits) and the Participant has the authority, without the consent of any third party which has not been previously obtained, to execute undertake and deliver their obligations under this Application and the various documents and instruments referenced herein.
- h. The Participant understands that the financing provided will be repayable as an additional Parcel Tax on their Property Tax Bill levied against the Property. The total financing amount referenced in the financing agreement constitutes a lien (Parcel Tax) against the Property until it is paid, even if the Participant sells the Property to another person.
- i. Residents enrolled in a BC property tax deferral program may participate but will be subject to annual financial repayments on property tax bills, on costs only related to the Program.
- j. The Participant understands that repayment of financing by way of Parcel Tax payments will be collected on their property tax bill in the same manner and at the same time as property taxes and will be subject to the same penalties, remedies, and lien priorities as for property taxes in the event of delinquency. The Participant understands that if any financing payment installment is not paid when due, the District has the right to collect payment as permitted under the Community Charter and Local Government Act.
- k. Prior to the end of the calendar year (December 31st) when the retrofit was completed, Participants may make a one-time lump sum payment to reduce annual property tax payments related to the Program.
- l. The Participant has reviewed any existing mortgage and loan agreements applicable to the Property and understands that they are responsible for determining whether executing the financing agreement, receiving the financing for the retrofits, and consenting to the financing amount levied against the Property would constitute a default under or breach of any other agreement which affects the Property.
- m. The Participant understands that in order to receive financing for any expenses incurred from their retrofit that is authorized under this Program, they must disclose complete and legible copies of all supporting documentation, including but not limited to invoices, permits, expense receipts, and photographs.
- n. The Participant understands that there are restrictions as to what expenses may be paid for through the Program, in addition to the \$12,000 limit. The Participant acknowledges that these expenses are limited to the following: heat pump capital costs, heat pump installation costs, oil tank decommissioning and removal costs, electrical retrofit costs (e.g., electrical panel retrofits and associated wiring and permits) required as part of heat pump installation, ducting modification and/or cleaning costs required as part of heat pump installation, and additional air filtration systems added to heat pump systems.
- 6. No Liability**
- a. The Participant agrees that the selection of an eligible heat pump and the selection of program-approved contractor, as outlined in section 3 "Retrofit Eligibility", and the decision regarding the purchase, installation and ownership/maintenance of the retrofits is their sole responsibility. By signing this form, the Participant expressly agrees that the District and its partners in the program have no liability whatsoever concerning:
- The quality or safety of any installed equipment and system, including their fitness for any purpose,
 - The estimated energy savings produced by or performance of the equipment and system,
 - The workmanship of any third parties,
 - The installation or use of the equipment and system including, but not limited to, any effect on indoor pollutants,
 - Any other matter with respect to the Program.
- b. The Participant understands that they are responsible for meeting all Program requirements and complying with all applicable Federal/Provincial/District laws and the requirements of any agreement which affects the Property or the use of the Property.
- c. The Participant indemnifies and saves harmless the District, its elected and appointed officials, officers, agents, employees and contractors, 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 (collectively the "Losses") arising from or occurring by reason of the Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements.
- d. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue the District, its elected and appointed officials, officers, agents, employees and contractors for and against all Losses arising out of the Participant's participation in the Program and/or the implementation of Program recommendations, including the installation and/or use of recommended products and improvements.
- e. Paragraphs c and d survive the termination of this Agreement.

Questions regarding the Program Terms & Conditions can be directed to District of Central Saanich staff at: climate@csaanich.ca