

Loan Agreement Terms and Conditions

On-Bill Financing for the E-Bike and Energy Retrofit Programs

as per City of Nelson EcoSave Retrofits Bylaw 3235,2012

Nelson Hydro, City of Nelson



LOAN ELIGIBILITY

1. Loan Applicant must be an Account holder with Nelson Hydro.
2. Loan Applicant must own a home and live in the home within the City of Nelson.
3. Loan Applicant must be enrolled in pre-authorized direct withdrawal payment for their Nelson Hydro electric bill.
4. Loan Applicant must have their Nelson Hydro, Property Tax, and Other Utility accounts in good standing.
5. Loan Applicant must have all persons listed on the land title authorize the loan.

DEFINITIONS

"Participant" means a customer who has successfully applied for services under the E-Bike Program or Energy Retrofits Program.

"Program" means the E-Bike Program or Energy Retrofits Program established by the City of Nelson EcoSave Retrofit Program Bylaw 3235,2012 and its Appendices.

NELSON HYDRO RESPONSIBILITES

6. Nelson Hydro may approve or deny any Loan application in its sole discretion.
7. Nelson Hydro may, in its sole and unfettered discretion, suspend or terminate the Program or change its terms at any time and without notice. On-Bill Financing Agreements existing prior to the suspension, termination or change in terms of the Program shall remain in full force and effect and shall not be affected by the suspension, termination or change in terms to the Program.
8. Nelson Hydro will advance to the Participant the amount set out in the approved Reimbursement Form, which will form the Loan balance and begin accruing Interest as of the advancement date, provided that Nelson Hydro will not reimburse any amount that is greater than it has granted Loan approval for, and the Participant provides any supporting documents prescribed by the Reimbursement Form.
9. Upon receipt and approval of a Reimbursement Form and supporting invoices, Nelson Hydro will advance to the Participant in the amount requested on the completed Reimbursement Form or as evidenced by the supporting invoices, whichever is the lesser.
10. Nelson Hydro will take Loan payments through the Nelson Hydro electric bill and will itemize the amount of interest, principal and payment on each electrical bill.

PARTICIPANT RESPONSIBILITIES

11. Participant acknowledges that all information provided on the online Program Registration Form is true and accurate.
12. Participant authorizes the City of Nelson to access the Participant's Nelson Hydro utility payment history, their property tax payment history, and other utility account payment history for up to 24 months prior to the Participant's application for On-Bill Financing for the purpose of Loan approval eligibility.
13. Subject to Loan approval, the Participant must submit to Nelson Hydro a Reimbursement Form, to be provided by Nelson Hydro in order to receive the Loan or portions thereof. In the case of a Retrofit Loan, separate form(s) must be completed and submitted for each type of retrofit, these need to be signed by the person who completed the retrofit work. Each Request Reimbursement Form will be added to, and deemed to form part of this Loan Agreement.
14. The Participant will finance and repay the Loan Balance and Interest through On Bill Financing, as defined in the City of Nelson EcoSave Retrofits Program Bylaw No. 3235, pursuant to the Amortization Schedule selected in the Program Registration Form. Nelson Hydro will calculate such payments on the monthly anniversary of the Advancement Date, include them in the Participant's Nelson Hydro invoice for the corresponding period, and automatically deduct payment from the Participant on the 15th of each calendar month. An estimate of the monthly payment for a Loan is provided in Appendix A of this document.
15. If the Participant or Property Owner (a) sells or otherwise disposes of the Property, or (b) ceases to be a Nelson Hydro Customer, all remaining unpaid installments and any accrued Interest will immediately become due and payable on demand.
16. The Participant may repay all or any part of the Loan Balance at any time without prejudice.
17. If in the event a Loan payment is returned as Non-Sufficient Funds (NSF) the Participant acknowledges that a processing fee will be applied and the Loan payment balance will be transferred to the existing electrical account. All non-payments for electrical charges (including returned loan payments) will be subject to interest and electrical disconnection for non-payment as per the City of Nelson Hydro Services Bylaw No. 3196.
18. The Participant acknowledges that the repayment of Loans will be in the form of installments comprising principal and interest assessed on the applicable Loan amortization period and interest rate and will form a component of the Nelson Hydro utility bill and will be subject to the normal utility collection procedures including service disconnects and addition of outstanding amounts to property tax.
19. The Participant acknowledges that Nelson Hydro will apply any payments received from them, first, against any outstanding arrears of the Loan balance or interest and, second, against any outstanding charges for energy supplied to the Participant at the property.
20. Participant agrees that any sums directly received by the Participant as part of the On-Bill Financing Program (the "Loan") will be repayable by the Participant to Nelson Hydro and collectable by Nelson Hydro as follows:
 - a. The total Loan amount will be divided into installments comprising principal and interest assessed on the applicable Loan amortization period and applicable interest rate and will be included in the Participant's usual Nelson Hydro bills, and will be subject to normal utility collection procedures including service disconnects and addition of outstanding amounts to property tax.
21. Participant agrees to repay Nelson Hydro the total of all Loan amounts requested on the Reimbursement Form(s), processing fees, and all applicable interest thereon.
22. Participant understands that in the event of outstanding Loan balance on a finalized Nelson Hydro account any remaining loan balance will be transferred to property tax to be paid.

ENERGY RETROFIT

23. Pursuant to the City of Nelson Fees and Charges Bylaw No. 3092, the Participant agrees to pay all applicable fees and charges, including a \$100.00 processing fee each time the Participant submits one or more Reimbursement Form for simultaneous processing, which processing fee(s) will be added to the Loan amount. The applicable fees and charges do not include federal or provincial taxes and are therefore subject to the addition of these taxes as applicable.
24. Participant agrees to provide reasonable access to the Property if requested by a Nelson Hydro or an EcoSave Retrofits Program representative for the purposes of reviewing and evaluating the project during and after the home energy assessment and completion of any energy efficiency installations.
25. In the case of Energy Retrofit Loans, property refers to the civic address with an active Nelson Hydro account where energy retrofits are taking place under the Program.
26. Loans are available up to a maximum of \$16,000.

E-BIKE

27. It is the responsibility of the Participant to educate themselves and abide by the provincial and municipal legal requirements of operating an e-Bike (motor-assisted cycles). This includes but is not limited to the Motor Vehicle Act requirements for e-Bikes: https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/64_2024
28. If your E-Bike is lost, stolen, or damaged the Participant is still required to pay back the balance of the loan. Nelson Hydro recommends that you insure your E-Bike.
29. Additional information regarding bicycle safety and relevant rules and regulation is available at: <http://www.nelson.ca/886/Bike-Safety>
30. Participant agrees to hold the City of Nelson and Nelson Hydro harmless for any bodily injury or property damage that results from the ownership or use of the e-Bike.
31. Loans are available up to a maximum of \$8,000.

These Terms and Conditions for this Loan Agreement align to the City of Nelson EcoSave Retrofit Program Bylaw 3235,2012 and its Appendices.

The Participant acknowledges that Nelson Hydro is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act*. R.S.B.C. 1996. c.165 as amended.

By selecting yes for ‘I have read and agree to the Nelson Hydro Loan Terms & Conditions’ question on the Program Registration Form you agree to the Loan Agreement Terms and Conditions as listed herein.

APPENDIX A

Monthly Payment Estimator

Approximate estimate of payment at compounding terms at 3.5% fixed Interest Rate.

Amount of Loan ¹	Monthly Payment Estimate 2 Year Amortization	Monthly Payment Estimate 5 Year Amortization	Monthly Payment Estimate 10 Year Amortization
\$1,000	\$43.20	\$18.19	\$9.89
\$2,000	\$86.41	\$36.38	\$19.78
\$3,000	\$129.61	\$54.58	\$29.67
\$4,000	\$172.81	\$72.77	\$39.55
\$5,000	\$216.01	\$90.96	\$49.44
\$6,000	\$259.22	\$109.15	\$59.33
\$7,000	\$302.42	\$127.34	\$69.22
\$8,000	\$345.62	\$145.53	\$79.11
\$9,000	\$388.82	\$163.73	\$89.00
\$10,000	\$432.03	\$181.92	\$98.89
\$11,000	\$475.23	\$200.11	\$108.77
\$12,000	\$518.43	\$218.30	\$118.66
\$13,000	\$561.64	\$236.49	\$128.55
\$14,000	\$604.84	\$254.68	\$138.44
\$15,000	\$648.04	\$272.88	\$148.33
\$16,000	\$691.24	\$291.07	\$158.22

¹ An E-Bike Loan is up to \$8,000. Energy Retrofit Loan is up to \$16,000.