



Sturgeon County

Clean Energy Improvement Program

Terms and Conditions: Commercial Property

Last updated: June 7, 2024

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1 Definitions

1.1 Interpretation

In the event of any conflict or inconsistency between these Terms and Conditions, and the Clean Energy Improvement Agreement or the Project Agreement signed by the Participant, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- a. the Clean Energy Improvement Agreement and the Project Agreement; and
- b. these Terms and Conditions.

1.2 Definitions

In these CEIP Terms and Conditions, the following terms shall have the following meanings:

“Act” means the Municipal Government Act, R.S.A. 2000, c. M-26, as amended from time to time.

“Alberta Municipalities” or “Program Administrator” means the designated program administrator for the Clean Energy Improvement Program.

“ASHRAE” means the American Society of Heating, Refrigerating and Air-Conditioning Engineers.

“Business Day” means any day except Saturday, Sunday, or statutory holidays in the Province of Alberta.

“Bylaw” means the Sturgeon County Clean Energy Improvement Tax Bylaw.

“Capital Cost” means the cost to purchase and install the Upgrade, but does not include Professional Service costs or Incidental Costs;

“CEIP” or “Program” means the Clean Energy Improvement Program administered by Alberta Municipalities.

“CEIP Terms and Conditions” or “Program Terms and Conditions” means these terms and conditions.

“Change Order” means a record of change, including any addition, modification or deletion to the Project or the Completion Date or the replacement of a supplier or proposed subcontractor which results in a material change to the Project or Project Cost.

“Clean Energy Improvement Agreement” means the agreement signed between the Participant and the Municipality which sets out the terms and conditions of the Program participation and Project financing.

“Clean Energy Improvement Tax” means the sum of all Eligible Costs approved by Alberta Municipalities and the Municipality for each Upgrade, the Program Administration Fee, and the interest, that is recorded on the Participant’s property tax roll for repayment.

“Commencement Date” means the date of issue of the Installation Authorization Notice.

“Completion Date” means the date when the Project has reached Substantial Performance.

“Contractor Directory” means a list of Qualified Contractors that is established and maintained on the CEIP website.

“Eligible Cost” means a cost eligible for financing under the Program as outlined in Section 8.1 and includes the Capital Costs, Incidental Costs, and Professional Service costs for the Project.

“Incidental Cost” means an amount expended on preparation or upgrading of the Property that is incidental to the Upgrade but required for successful execution.

“Installation Authorization Notice” means the email notification provided by Alberta Municipalities to the Participant and the Qualified Contractor to authorize the start of Upgrade installations.

“Municipality” means Sturgeon County.

“Participant” is any and all Property Owners who applied to the Program and meet the Program eligibility requirements.

“Pre-Qualification Form” means the form completed and submitted by the Property Owner to receive a Project Application Form.

“Primary Qualified Contractor” is the Qualified Contractor who is leading the installation of the Upgrade/s and is the Qualified Contractor responsible for the execution of the Project Agreement.

“Professional Service” means a service provided by a professional with specialized education or training, including engineering studies, ASHRAE audits, feasibility studies, or related studies, but exempting installation of the Upgrade or Incidental Costs.

“Program Administration Fee” means a one-time fee, to cover costs of the Program Administrator and Municipality, paid by the Property Owner through the Clean Energy Improvement Tax and is 5% of the Capital Cost of the Project.

“Project” means the installation of Upgrades at the Participant’s Property by the Qualified Contractor(s) and any associated Services, as detailed in the Project Application Form.

“Project Agreement” means the agreement between Alberta Municipalities, a Qualified Contractor leading the installation of the Upgrade(s) and/or Incidental Work (the “Primary Qualified Contractor”) and the Property Owner, which defines the scope of the Project and sets out the terms relating to the Qualified Contractor’s installation of the Upgrades and/or Incidental Work.

“Project Application Form” means the form completed and submitted by the Participant after receiving pre-qualification approval, which lists the proposed Upgrades and Project Cost.

“Project Cost” means the sum of all costs for a Project, including both non-eligible and Eligible Costs.

“Property” means the non-residential land or farm land and premises where the Project is located.

“Property Owner” means the individual(s) or legal entity(ies) that is the registered owner(s) of the Property where the Upgrades are to be installed.

“Qualified Contractor” has the definition as set out in the [Clean Energy Improvements Regulation, Alta Reg 212/2018](#), and must be listed in the Contractor Directory on the CEIP website.

“Regulation(s)” means the regulations made under the Act with respect to Clean Energy Improvements including the Clean Energy Improvements Regulation, Alta Reg 212/2018.

“Services” means all work for the purposes of the Program, including but not limited to Upgrade installations, Incidental Work, compliance processes, feasibility and engineering studies, and energy audits, provided by a Qualified Contractor.

“Substantial Performance” means the date on which all required approvals of public authorities having jurisdiction over the Upgrade have been obtained and the Upgrade is ready for use or is being used for its intended purpose.

“Supporting Documentation” means any documentation required by Alberta Municipalities to be submitted for each Upgrade, as specified on the [Eligible Commercial CEIP Upgrades](#) pages on the Program website.

“Upgrade” or **“Clean Energy Improvement”** means an energy efficiency or renewable energy product or installation that meets minimum eligibility requirements listed on the Program website and is included in the eligible upgrades list on the [Eligible Commercial CEIP Upgrades](#) pages found on the Program website.

“Upgrade Completion Form” means the form completed and submitted by the Participant to Alberta Municipalities, once an Upgrade has reached Substantial Performance, which lists the Upgrades installed and confirms the Eligible Costs.

“Upgrade Eligibility Requirements” means eligibility requirements, including Supporting Documentation required for each Upgrade, as specified on the Program website.

“WCB” or **“WCB-Alberta”** means the Workers’ Compensation Board of Alberta.

2 Background

The Clean Energy Improvement Program (CEIP) is a financing program that makes energy efficiency and renewable energy Upgrades more accessible to eligible property owners. CEIP is administered by Alberta Municipalities. CEIP allows property owners to access financing through their municipality to install eligible Upgrades on their property. Repayment is facilitated through an added charge to the Property Owner's regular property tax bill.

An Act to Enable Clean Energy Improvements was passed on June 6, 2018. The Act authorizes certain amendments to the Municipal Government Act, RSA 2000, c M-26 that allow municipalities to pass a clean energy improvements tax bylaw and make a borrowing to finance Projects and recover costs through the municipal property tax system. The attendant regulation (Clean Energy Improvements Regulation, Alta Reg 212/2018) came into force on January 1, 2019. Alberta Municipalities is the provincial administrator of the CEIP.

Sturgeon County passed the Clean Energy Improvement Tax Bylaw 1562/21 on April 12, 2022. This bylaw enables and governs the implementation of the Clean Energy Improvement Program in Sturgeon County.

This document outlines the Municipality's terms and conditions for Property Owner participation in the CEIP commercial stream.

3 Participant and Property Eligibility

3.1 Participant Eligibility

- a. The Participant must be a current legal owner of a property located in the Municipality, acting with the consent of all other Property Owners.
- b. The Participant, or one of the Property Owners on title of the Property, must have owned the non-residential or farm land property for at least five consecutive years prior to the Application. Non-residential and farm land properties are defined in Section 3.2.
- c. The Participant must be current on property tax payments. If the Participant has held tax arrears in the Municipality during the five consecutive year period prior to the date of the Pre-Qualification Form submission, or if they do not have five years of property tax history with the Municipality, they will be deemed ineligible for the Program.
- d. The Participant must attest they are current on any outstanding property-secured debt (e.g., mortgage and/or commercial equity line of credit) associated with the property on the Pre-Qualification Form and must submit a letter from their financial institution confirming this.
 - i. Accepted proof includes a statement showing the four most recent payments or a letter from the lender stating the Participant is current on payments.
- e. If there is a mortgage on the property, the Participant bears sole responsibility to obtain consent from their mortgage lender to participate in the Program if required by their mortgage lender. Failure to obtain consent from all mortgage lender(s) could result in the Participant breaching a mortgage obligation with the lender, and Alberta Municipalities and the Municipality are not responsible or liable to the mortgage lender, the Participant nor any other party, and the Participant will indemnify and hold harmless Alberta Municipalities and the Municipality in any such circumstances.

- f. If a mortgage is on the property, and the mortgage amount exceeds the assessed value of the property, the Municipality reserves the right to reject participation in the Program.
- g. The Participant must not be in bankruptcy (or insolvency).
- h. The Participant must be in good standing with the Municipality. The Municipality reserves the right to define what good standing entails, and this includes, but is not limited to:
 - i. The Participant must have never been in collections for a property in the Municipality.
 - ii. If the Participant has any current or previous enforcement, compliance, licensing, legal, or other issues with the Municipality they may be deemed ineligible.
- i. The Participant must meet any additional eligibility criteria as identified by the Municipality or Alberta Municipalities.

3.2 Property Eligibility

- a. The Property must be located within the boundaries of the Municipality.
- b. The Property must be insured. At minimum, the following must be included in the insurance policy:
 - i. Standard commercial broad form property insurance; and
 - ii. \$2 Million in Commercial General Liability insurance.
- c. The Property must be privately-owned and is subject to property tax to participate in the Program.
- d. Must be an existing property that has had a valid Occupancy Permit for at least 1 year.
- e. The property must be non-residential or farm land property, where:
 - i. Non-residential properties fall under one of the following Property types:
 - i. commercial property designed for general commercial occupancy and used for business activities, which include corporate offices, retail properties (e.g., shopping centres, stores and restaurants), and accommodation properties (e.g., hotels and motels);
 - ii. not designated industrial property, as defined under the Act, used for manufacturing, warehousing, distribution, contractors' shops and other industrial purposes;
 - iii. special purpose property that was built to suit a specific purpose and, therefore, presents limited opportunities to be used in a way that was not originally intended (e.g., church, museum, recreational facility, golf course, and performing arts facilities).
 - ii. Farm land properties must meet the following criteria:
 - i. The land is used for farming operations as defined in Alberta's Matters Relating to Assessment and Taxation Regulation (MRAT), 2018.

- f. If a Property is in a building that includes common property or shared facilities, and the Project will impact or affect the common property or shared facilities, written approval of the owner of the building or governing body of the common property or shared facilities (e.g., condominium board) is required to be eligible.
- g. The Property must not be in foreclosure.

3.3 Ineligible Properties

While not an exhaustive list, the following properties are ineligible for the commercial Program.

- a. Property with land that is used or intended to be used for permanent living accommodation, including multi-unit residential buildings¹ (e.g., apartment buildings, residential condominiums).
- b. Federal, provincial, or municipally owned properties.
- c. New construction or buildings that are less than 1 year old following the date of the Occupancy Permit.
- d. Designated industrial properties as defined in the Act.
- e. Property assessed as Class – 4 (machinery and equipment) under the Act.
- f. Non-residential land without a building.
- g. Tax-exempt properties.

3.4 Eligibility Updates

Alberta Municipalities and the Municipality have the right to amend the list of eligible and/or ineligible properties, or these terms and conditions, at any time and notification of any amendments will be located on the CEIP website. Alberta Municipalities and the Municipality reserve the right to change, at any time, the upgrades that may be eligible under the Program without any notice or liability.

4 Program Fees

4.1 Program Administration Fee

- a. The Participant is required to pay the Program Administration Fee.
- b. The Program Administration Fee amount will be calculated by the Municipality and included in the Clean Energy Improvement Agreement.
- c. The Program Administration Fee will be included in the Clean Energy Improvement Tax recorded on the Property's tax roll and repaid over the term.

5 Upgrade Eligibility Requirements

5.1 Eligible Upgrades

For Upgrades to be eligible for financing, they must meet the following criteria:

- a. The Upgrade must increase the energy efficiency or use of renewable energy on the Property.
- b. The Upgrade must be installed by a Qualified Contractor.
- c. The total Capital Costs of the Project must be greater than or equal to \$3,000.
- d. The Upgrade must be listed as an eligible Upgrade on the [CEIP website](#) at the time of submission of the Project Application Form.
- e. The Upgrade must meet all eligibility requirements described on the CEIP website at the time of submission of the Project Application Form.
- f. All Upgrades must be new, installed, and operational. Upgrades that are used, refurbished, or rebuilt are not eligible.
- g. All Upgrades must meet the Canadian Certification Standards, as outlined by the Standards Council Canada, for product approval, or equivalent certification by an applicable certification body².
- h. Upgrades must have a manufacturer's warranty period that is either consistent with the industry standard³, provided that the warranty period is not less than one year and complies with the requirements set out in the Upgrade Eligibility Requirements specified on the [CEIP website](#).
- i. Upgrades must have a one-year minimum warranty provided by the Qualified Contractor for defects in materials and labour.
- j. Upgrades must have a warranty that is transferable to subsequent owners of the Property.
- k. Participants will not remove any installed Upgrades before their expected lifetime unless the Upgrade fails. The Participant agrees not to move, remove, tamper with, disable or damage any Upgrade.
- l. Energy efficiency Upgrades (i.e., all Upgrades that are not renewable energy technologies) must be recommended in an ASHRAE audit report that was submitted as part of this Program.

5.2 Ineligible Upgrades

The following list includes the types of upgrades, services and products that are deemed ineligible for financing:

² For example, Underwriters Laboratories of Canada (ULC), Electrical Testing Labs (ETL), and Canada Standards Association (CSA).

³ For example, industry standard warranty is 25 years for solar panels. The Qualified Contractor will provide the Participant with warranty information specific to the upgrade.

- a. Health and safety improvements not directly related to or otherwise incorporated into the Project.
- b. Any upgrades that are in the process of being installed or have already been installed prior to approval of the Pre-Qualification Form, Project Application Form and signing of the Clean Energy Improvement Agreement and Project Agreement (i.e., financing cannot be applied retroactively).
- c. Any upgrades not permanently affixed to the property (e.g., plug-in appliances).
- d. Any upgrade associated with new additions⁴ at an existing building on the Property that serves only that addition. If the Upgrade associated with the new addition also services and increases the energy efficiency or use of renewable energy in the existing building on the Property, it may be eligible. Upgrades associated with new additions will be evaluated on a case-by-case basis.
- e. Any upgrade that is leased or financed through the Qualified Contractor or manufacturer.
- f. Any upgrade not listed on the [CEIP website](#).
- g. Alberta Municipalities and the Municipality have the right at any time to amend the list of upgrades, services or products that they deem to be ineligible for funding under the Program.

6 Application Requirements and Conditions

6.1 Pre-Qualification Application

- a. The Participant must complete and submit the Pre-Qualification Form and the following documents to Alberta Municipalities to be considered for pre-qualification:
 - i. Proof the property to be upgraded is insured. Accepted proof includes documentation that clearly states the policy provider, policy number, property address, commercial liability coverage, and duration of the policy (e.g., insurance binder letter). At minimum, the following must be included in the insurance policy:
 - i. Standard commercial broad form property insurance; and
 - ii. \$2 million in commercial liability insurance.
 - ii. If there is property-secured debt associated with the Property, the Participant must confirm that payments are current and will be required to provide acceptable proof.
 - i. Accepted proof includes a statement showing the four most recent payments or a letter from the lender stating the Participant is current on payments.
- b. Contact information for all Property Owners on title must be provided, and all Property Owners must review and agree to these CEIP Terms and Conditions.

⁴ A new addition is an extension or increase in floor area or height of a building or structure.

- c. Pre-Qualification Forms are reviewed by Alberta Municipalities and the Municipality in the order they are received.
- d. The Municipality retains unfettered discretion to decline pre-qualification of a Property or Property Owner for any reason.
- e. Receiving approval of a Pre-Qualification Form does not guarantee that the Property Owner will receive a Clean Energy Improvement Agreement to finance their Project through the Program.
- f. Upon pre-qualification approval, Alberta Municipalities will provide a copy of the Project Application Form to be completed and submitted by the Participant. Financing is only confirmed once a submitted Project Application Form and Supporting Documentation are approved, a Clean Energy Improvement Agreement and Project Agreement are signed by all required parties, and financing will not be paid unless the terms of those agreements are met in full.
- g. Pre-qualification will be valid for four months after pre-qualification approval has been granted by Alberta Municipalities. If a Project Application Form is not submitted within three months of pre-qualification approval, the pre-qualification approval is cancelled, and a new Pre-Qualification Form must be submitted. Extensions may be granted at the sole discretion of the Municipality.

6.2 ASHRAE Level 2 Audit Scheduling

- a. For Projects with energy efficiency Upgrades:
 - i. Within one (1) month of receiving pre-qualification approval, the Participant must submit proof that an ASHRAE Level 2 audit has been scheduled for Projects that intend to install energy efficiency Upgrades.
 - i. If proof that an ASHRAE Level 2 audit has been scheduled is not provided within this timeframe, the pre-qualification approval may be cancelled and a new Pre-Qualification Form may need to be submitted if the Participant wishes to participate in the Program.
 - ii. Acceptable proof includes a quote from an engineering consultant (who must be listed as a Qualified Contractor on the CEIP website) stating the Property location, list of audit requirements required under the Program, and the date the audit is scheduled to occur.
 - ii. If an ASHRAE Level 2 audit has been completed within the 24 months prior to the Pre-Qualification Form submission date, and it meets the requirements of the Program (see Appendix A), proof that an ASHRAE Level 2 audit has been scheduled is not required. A copy of the ASHRAE Level 2 audit report must be submitted to Alberta Municipalities.
 - iii. As outlined in section 8.4, after all Upgrades have been installed and the Project is deemed complete, a post-project memo, confirming the energy savings estimates and greenhouse gas emissions savings estimates for all Upgrades installed, must be submitted to Alberta Municipalities.
- b. For Projects with renewable energy Upgrades:

- i. An ASHRAE Level 2 audit is not required to be scheduled or completed if the Project does not also contain energy efficiency upgrades. (E.g., Projects with solar PV as the sole Upgrade).
- ii. As indicated in section 6.3, a feasibility study is required for all renewable energy Upgrades other than solar PV.

6.3 Project Application

- a. Prior to submitting a Project Application Form, the Participant must:
 - i. Have a valid pre-qualification approval from Alberta Municipalities for the same Property listed on the Application Form.
 - ii. For Projects that contain energy efficiency Upgrades, an ASHRAE Level 2 audit must be completed by an engineering consultant and the following conditions must be met:
 - i. The engineering consultant must be listed as a Qualified Contractor on the CEIP website.
 - ii. The ASHRAE Level 2 audit must meet the minimum requirements outlined in Appendix A.
 - iii. Participants who completed an ASHRAE Level 2 audit within the 24 months prior to the Pre-Qualification Form submission date are not required to complete another energy audit.
 - iv. The Participant must pay for the ASHRAE Level 2 audit out of pocket.
 - v. In the Project Application Form, the Participant may request to finance the cost of the ASHRAE Level 2 audit; if financing is requested and approved, the Participant will be reimbursed in accordance with Section 8.2. To be eligible for financing, the ASHRAE Level 2 audit must be completed on or after the date of submission of a Pre-Qualification Form.
 - vi. An ASHRAE Level 2 audit is not required for Projects that do not contain energy efficiency Upgrades (E.g., Projects with solar PV as the sole Upgrade).
 - iii. For Projects that contain renewable energy Upgrades, a feasibility study must be completed by an engineering consultant.
 - i. The feasibility study is not required for solar PV Upgrades.
 - ii. The engineering consultant must be listed as a Qualified Contractor on the CEIP website.
 - iii. The feasibility study must meet the minimum requirements outlined in Appendix B.
 - iv. Participants who completed a feasibility study within the 24 months prior to the Pre-Qualification Form submission date are not required to complete another study. A copy of the feasibility study must be submitted to Alberta Municipalities at the time of project application.
 - v. The Participant must pay for the feasibility study out of pocket.

- vi. In the Project Application Form, the Participant may request to finance the cost of the feasibility study; if financing is requested and approved, the Participant will be reimbursed in accordance with Section 8.2. To be eligible for financing, the feasibility study must be completed on or after the date of submission of a Pre-Qualification Form.
 - iv. Receive a quote for the equipment and installation costs of the Upgrades from one or more Qualified Contractors listed on the [CEIP website](#).
 - i. The Participant must submit Upgrade specification documentation from the Qualified Contractor and any other Supporting Documentation listed on the [Eligible Commercial CEIP Upgrades](#) page.
 - v. If the Participant does not have non-residential or farm land property tax history with the Municipality for five consecutive years prior to the Application, they are not eligible for the Program.
 - vi. Receive written approval from the building owner(s) of the building if the Property is in a building that includes shared facilities, and the project will impact those shared facilities.
- c. The Participant must complete and submit the Project Application Form and required Supporting Documentation to Alberta Municipalities.
- d. All Property Owners on title must sign the Project Application Form.

6.4 Program Agreements

- a. Once a Project Application Form is approved, Alberta Municipalities will provide the Participant with the Clean Energy Improvement Agreement and Project Agreement for their Project.
 - i. Alberta Municipalities will schedule a time with the Property Owner to review the Clean Energy Improvement Agreement and ensure the Property Owner understands the terms and conditions of the Agreement.
 - ii. All Property Owners on title and the Municipality must sign the Clean Energy Improvement Agreement for the agreement to be considered executed.
 - iii. All Property Owners on title, Alberta Municipalities, and the Primary Qualified Contractor must sign the Project Agreement for the agreement to be considered executed. If multiple Primary Qualified Contractors are completing different Upgrades, a separate Project Agreement must be signed with each Primary Qualified Contractor.
 - iv. Alberta Municipalities will facilitate the execution of the agreements.
- b. Once the Clean Energy Improvement Agreement and Project Agreement are executed, the Participant will receive:
 - i. Electronic copies of executed agreements.
 - ii. An Installation Authorization Notice email, provided to the Participant and the Primary Qualified Contractor(s) indicating the Project may commence. The email will include a copy of the Upgrade Completion Form that the Participant must complete and submit once Upgrades reach Substantial Performance.

6.5 Deposit Payments

- a. If requested by the Qualified Contractor, the Municipality allows a maximum of 30% of the Upgrades costs to be advanced to the Qualified Contractor as a deposit payment.
- b. The Participant must request the deposit payment and the amount in the Project Application Form.
- c. The Participant must submit an invoice for the deposit payment from the Qualified Contractor with the Project Application Form.
- d. Payment of the deposit payment to the Qualified Contractor will be made in accordance with Section 8.2 [Payment].

6.6 Upgrade Installation

- a. Upgrade installation may only commence after:
 - i. The Clean Energy Improvement Agreement and Project Agreement have been executed; and
 - ii. The Installation Authorization Notice email has been provided to the Participant and Primary Qualified Contractor by Alberta Municipalities (i.e., the Commencement Date).
- b. All Upgrades must be installed within one year of the Commencement Date.
 - i. Requests for extensions will only be considered under extenuating circumstances.
 - ii. The extension request must be submitted to Alberta Municipalities in writing and requests will be approved or denied only at the discretion of Alberta Municipalities or the Municipality.

6.7 Upgrade Completion

- a. Once an Upgrade has been installed, the Participant must submit an Upgrade Completion Form to Alberta Municipalities within 3 business days of the Upgrade reaching Substantial Performance.
- b. A separate Upgrade Completion Form must be submitted for each Upgrade if the Upgrades reach Substantial Performance at different times.
- c. The Participant must submit all required Supporting Documentation with the Upgrade Completion Form, including but not limited to:
 - i. Itemized invoice from the Qualified Contractor detailing all costs associated with the Upgrade installation.
 - ii. Photographs of the installed Upgrades.
- d. Additional Project costs:
 - i. If at least one Upgrade with a Capital Cost of \$3,000 or greater has been installed and reached Substantial Performance, the Participant may include an Incidental Cost or deposit payment request associated with the Upgrade installed on the Upgrade Completion Form.

- ii. Professional Services, including the ASHRAE Level 2 Energy Audit, the post-project memo described in Section 8.4, or a feasibility study may be reimbursed once all Upgrades in a Project reach Substantial Performance. The Participant will be required to submit a copy of the Professional Services report (e.g., post-project memo) to Alberta Municipalities to be eligible for reimbursement.
- iii. Proof of payment for any Incidental Cost, Professional Service Cost, or deposit payment request associated with the Upgrade installed must be included if the Participant is requesting reimbursement. Proof of payment includes copies of receipts that clearly show payment has been made.
- iv. Itemized invoices from a Qualified Contractor must be submitted for each Professional Service Cost and Incidental Cost if the cost is being submitted for financing under the Program.

6.8 Project Amendments

- a. Project amendments are required if there are additions, removals, variations, substitutions, delays in Project completion, or price changes to the Project after a Clean Energy Improvement Agreement and Project Agreement are executed.
- b. A change request must be submitted by the Participant to Alberta Municipalities. Upon request, Alberta Municipalities will prepare a Change Order to amend both the Clean Energy Improvement and Project Agreements.
- c. If the amendment is expected to cause a delay in the Project, extending the Completion Date past the deadlines outlined in Section 6.5.b. [Upgrade Installation], an extension request must be included on the Change Order. The request for extension will be approved at the sole discretion of both Alberta Municipalities and the Municipality.
- d. The Clean Energy Improvement Agreement will be amended upon Project completion to reflect the final Project Cost, whether lower or higher than the estimated Project Cost. The financing amount included in the amended Clean Energy Improvement Agreement will not exceed the maximums set out in Section 8.3 [Maximum Financing Amount] of these CEIP Terms and Conditions. The process for agreement amendments is detailed in the Clean Energy Improvement Agreement.
- e. Full details applicable to Project amendments will be outlined in the Project Agreement.

6.9 Site Inspection

- a. Alberta Municipalities, the Municipality or their agents or service providers may:
 - i. Conduct a site inspection prior to or during the installation of Upgrades in order to verify information submitted on the Project Application Form; and
 - ii. Conduct a site inspection after the Completion Date in order to verify the installation of Upgrades. A site inspection after the Completion Date may occur within five years after submission of the final Upgrade Completion Form.
- b. If Alberta Municipalities or the Municipality chooses to conduct a site inspection,
 - i. The Participant will provide reasonable access to the property for the purposes of a site inspection; and

- ii. The Participant will be provided with a 48-hour notice prior to the Program Administrator, Municipality, or representative thereof, accessing the Property.
- b. If the site inspection reveals any discrepancies between the Upgrade(s) listed on the Upgrade Completion Form and the Upgrade(s) that were installed, Alberta Municipalities will endeavour to work with the Participant and Qualified Contractor to attempt to resolve the issue and facilitate a Project amendment, if required. If, due to the discrepancies, Program eligibility criteria are no longer met, Alberta Municipalities reserves the right to seek reimbursement on behalf of the Municipality of any payments made to the Qualified Contractor or the Participant.

7 Incentives

7.1 Non-municipal Incentive Programs

- a. Financial rebates, grants or incentives may be received by the Participant for any Upgrades that are part of a Project. Programs that are not offered by the Municipality, will not impact the calculation of the final Clean Energy Improvement Tax.

8 Project Financing

8.1 Eligible Costs

The following are the types of costs that can be financed through the Program. The definitions of each type of cost can be found in Section 1 [Definitions]:

- a. Capital Costs
 - i. Supporting Documentation must be provided for all Capital Costs associated with Upgrades.
 - ii. Supporting Documentation may vary with each type of Upgrade; therefore, the Participant must review the requirements provided by Alberta Municipalities.
- b. Professional Services
 - i. Only Professional Services specifically required for the completion of a CEIP Project, and completed by a Qualified Contractor, are eligible for financing, including ASHRAE level 2 audits, feasibility studies, and the post-project memo described in Section 8.4.
 - i. For a feasibility study to be financeable it must meet the following conditions:
 - a. it was completed after the submission of the Pre-qualification Form; and
 - b. the feasibility study finds that the upgrade is financially feasible.
 - ii. If the feasibility study determines that the upgrade is NOT feasible, the cost of the study and Upgrade will not be eligible for financing and the cost will be the responsibility of the Participant.

- ii. The Participant must submit the report generated by the Professional Service provider and a paid invoice for the Professional Services completed.
 - iii. Professional Service costs must be listed in the Project Application Form.
 - iv. Professional Service costs for approved Projects will only be eligible for financing if incurred on or after the date of submission of a Pre-Qualification Form.
 - v. If the Participant has paid for the full cost of Professional Services and is requesting the cost be financed, the Participant must submit proof of payment (e.g., receipts).
- c. Incidental Costs
- i. All Incidental Costs related work must be completed by a Qualified Contractor.
 - ii. The Participant must be able to demonstrate to the satisfaction of Alberta Municipalities that the Incidental Cost is required for the successful completion of the Project.
 - iii. The total financed amount of the Incidental Costs must not exceed 15% of the total Capital Cost of undertaking the Clean Energy Improvement.
 - iv. To be eligible for financing, all Incidental Costs must be listed in the Project Application Form. An Installation Authorization Notice must be received before any Incidental Costs are incurred or associated work is started.
 - v. If the Participant has paid for the full Incidental Cost work and is requesting the cost be financed, the Participant must submit proof of payment (e.g., receipts).

8.2 Payment

- a. Payment to a Qualified Contractor for deposits:
- i. Payment for a deposit will be issued by Alberta Municipalities directly to the Qualified Contractor within 30 days after the Project Agreement and Clean Energy Improvement Agreement are executed and a proper invoice is received by Alberta Municipalities, provided all information is accurate and complete.
- b. Payment to Qualified Contractors for completed Upgrade(s), and for work directly related to Incidental Costs, and Professional Services costs:
- i. Subject to the Participant's and Qualified Contractor's compliance with the Clean Energy Improvement Agreement, the Project Agreement, and these CEIP Terms and Conditions, Alberta Municipalities will issue payment directly to the Qualified Contractor for completed Upgrades, Professional Service costs, or Incidental Costs within 28 days of Alberta Municipalities approving a complete and accurate Upgrade Completion Form and required Supporting Documentation.
 - 1. All payments will be made in compliance with the [Prompt Payment and Construction Lien Act](#); a 10% holdback of Eligible Costs will be applied to payments by the Program Administrator to the Qualified Contractor and released after 60 days if no construction lien is found on the Property.
 - ii. The Participant must pay the Qualified Contractor(s) directly for any costs that were not approved by Alberta Municipalities, any costs incurred for the Project in

excess of the total approved financing amount, and any costs associated with an Upgrade that does not reach Substantial Performance or is deemed ineligible when the Upgrade Completion Form and Supporting Documentation are submitted.

- c. Participant reimbursement for Eligible Costs
 - i. If part of the Eligible Cost includes an amount paid by the Participant, and the Participant has requested to finance that amount, the reimbursement payment will be issued to the Participant after Alberta Municipalities has approved a complete and accurate Upgrade Completion Form and required Supporting Documentation.
- d. Any parties receiving payments from Alberta Municipalities must submit a completed electronic funds transfer form and void cheque, clearly identifying their name and the branch, transit, and account numbers in order for Alberta Municipalities to direct payments to the party electronically. No payments will be made to the party until the information required by this section has been provided to Alberta Municipalities.

8.3 Maximum Financing Amount

- a. The total financing amount available to a single non-residential Property is limited by the lesser of:
 - i. A maximum of \$300,000 of Eligible Costs per Property; and
 - ii. The annual Clean Energy Improvement Tax (excluding interest and the Program Administration Fee) cannot exceed the Property's annual property tax levy. The amount used for this calculation is the property tax levied in the year in which the Pre-Qualification Form was submitted.⁵
- b. The total financing amount available to a single farm land Property is \$300,000 of Eligible Costs per Property.

8.4 Project Financing

- a. In order for a CEIP Project to be eligible for financing, the following conditions must be met:
 - i. For all Projects involving energy efficiency Upgrades,
 - i. an ASHRAE Level 2 energy audit must be completed prior to submission of a Project Application Form, and
 - ii. after all Upgrades have been installed and the Project is deemed complete by Alberta Municipalities and the Municipality, a post-project memo confirming the energy savings estimates and greenhouse gas emissions savings estimates for all Upgrades installed must be submitted to Alberta Municipalities.

⁵ For example, if you submit a Pre-Qualification Form in 2024 and your annual municipal property tax in 2024 is \$8,000, the annual payment for the Clean Energy Improvement Tax cannot be more than \$8,000.

1. The memo must be completed by the same Qualified Contractor who completed the initial ASHRAE Level 2 energy audit. If the ASHRAE Level 2 energy audit report was completed prior to the submission of the Pre-Qualification Form, a different engineering consultant may be used to complete the memo (the engineering consultant must be a Qualified Contractor).
 2. The memo must include, at a minimum, all the Upgrades installed as part of the Project, estimated annual and lifetime energy savings, energy cost savings, and greenhouse gas emissions savings as a result of the installed Upgrades, and must be submitted to Alberta Municipalities within six (6) weeks of the Upgrade Completion Form being submitted to Alberta Municipalities.
 - ii. For Projects involving renewable energy Upgrades (with the exception of solar PV), a feasibility study must be completed prior to submission of a Project Application Form.
- b. Projects that fail to comply with Section 8 are not eligible for financing and the Municipality reserves the right to seek reimbursement of any payments made to the Qualified Contractor or the Participant.
 - f. The financing terms and conditions for a CEIP Project are listed in the Clean Energy Improvement Agreement provided by the Municipality.
 - g. Participants must agree to the Municipality's financing terms and conditions and sign a Clean Energy Improvement Agreement with the Municipality in order to finance their Project through the Program.
 - h. Only Eligible Costs, the Program Administration Fee, and any related interest charges as listed in the Clean Energy Improvement Agreement, are eligible for financing through the Program.
 - i. Financing availability under the Program is based on a first-come, first-served basis, and financing for a Project will only be confirmed once a Clean Energy Improvement Agreement has been signed by each Property Owner on title and the Municipality.
 - i. If any Eligible Cost is incurred prior to signing a Clean Energy Improvement Agreement, it is not guaranteed that financing will be available to the Participant for those costs.
 - j. The interest rate provided by the Municipality for Projects financed through CEIP is a variable rate that will be updated annually, with the initial rate confirmed and specified in the Clean Energy Improvement Agreement. Each year the interest rate will be calculated based on the prime interest rate of the Canadian financial institution from which the municipality is borrowing. Participants' payments will be re-calculated annually, before April 30, to reflect the adjusted interest rate.

- k. The maximum term for financing is the lesser of 20 years or the effective useful life (EUL)⁶ of the Upgrade. Financing terms for multiple Upgrades will be calculated for each Upgrade separately and added to the property tax bill as one line item. The EUL for all eligible Upgrades is posted on the Program website.
- l. The following costs cannot be financed under the Program, and the Participant is solely liable for paying these costs:
 - i. any Incidental Costs exceeding 15% of the Capital Costs of an associated Upgrade;
 - ii. any costs not approved by Alberta Municipalities; and
 - iii. any costs associated with an Upgrade where the Upgrade does not reach Substantial Performance or is deemed ineligible upon submission of the Upgrade Completion Form and Supporting Documentation.
- m. If the final Eligible Costs for a Project are less than the amount listed in the Clean Energy Improvement Agreement, the Participant will only be entitled to the true Eligible Costs for the Project and will forfeit the rest of the financing indicated in the Clean Energy Improvement Agreement.
- n. If the final Eligible Costs for a Project are more than the amount listed in the Clean Energy Improvement Agreement, and no Project amendment was approved by Alberta Municipalities, the Participant will only be entitled to the financing amount that is indicated in the Clean Energy Improvement Agreement.

9 Clean Energy Improvement Tax

- a. The terms of the placement of the Clean Energy Improvement Tax on the Property's tax roll and the complete terms of repayment are outlined in the Clean Energy Improvement Agreement between the Participant and the Municipality.
- b. Repayment of the Clean Energy Improvement Tax may occur in the following manner:
 - i. through annual property tax payments as a "Clean Energy Improvement Tax" for the length of the repayment period; or
 - ii. as a one-time lump sum payment of the balance of the Clean Energy Improvement Tax at any one time during the repayment period.
- c. The Municipality may exercise any right available to it by contract, law, or equity, including all rights available under the Act against the Participant should the Participant fail to pay the Clean Energy Improvement Tax, including tax penalties as outlined under the Municipality's Tax Penalty Bylaw.
- d. Failure to pay the Clean Energy Improvement Tax when due and payable may result in:

⁶ The effective useful life (EUL) of an Upgrade is the average time in years where the Upgrade is expected to result in energy savings. The EUL is standardized for each type of Upgrade and does not equate to the actual length of time the Upgrade will be functioning. The EUL used to determine the term of CEIP financing for each Upgrade is posted on the CEIP website.

- i. late payment penalties;
- ii. the tax sale of the Property if payment is not made pursuant to the provisions set out in the Act; or
- iii. any other remedies provided for in the Act.

10 Evaluation, Measurement, and Verification

- a. The Participant agrees to participate in any survey, studies, audits, evaluations, or verifications conducted by Alberta Municipalities or its agents or service providers in connection with the Program for the purposes of proper administration, monitoring and verification of the Project, or evaluation of the Program.

11 Sale or Subdivision of Property

- a. The Participant shall have the right to sell, transfer, charge, mortgage, encumber or otherwise deal with the Property, provided that:
 - i. the Participant pays all Clean Energy Improvement Tax amounts due and owing up to the date of a proposed sale prior to completing a sale of the Property;
 - ii. the Participant discloses the existence and provides a copy of their Clean Energy Improvement Agreement with the Municipality to any purchaser or prospective purchaser of the Property prior to completing a sale of the Property; and
 - iii. the Participant discloses the existence and provides a copy of the Clean Energy Improvement Agreement to any realtor engaged in the sale of the Property.
 - iv. the Clean Energy Improvement Agreement is appended to the contract of sale.
- b. In the event the Property is transferred to a new owner by the Participant, the obligation to repay the Clean Energy Improvement Tax is transferred to the new owner along with the Property, at which time the new owner will become liable for the Participant's obligations and liabilities under the Program and the Clean Energy Improvement Agreement.
- c. In the event the Property is subdivided or consolidated with another, the Clean Energy Improvement Tax will be allocated on a pro rata basis as determined by the Municipality in its sole discretion.

12 Remedies and Warranties

- a. Alberta Municipalities and the Municipality do not endorse, guarantee, or warrant any particular Qualified Contractor or other market provider, manufacturer, product, labour, or system design by offering this Program. Alberta Municipalities and the Municipality provide no warranties, expressed or implied, for any products or services.
- b. There is no implied nor express representation or warranty by the Municipality, Alberta Municipalities, or their respective affiliates, agents, subcontractors, successors and assigns related to the design, installation, functionality or performance of the Upgrade(s), and the Municipality, Alberta Municipalities and their respective affiliates, agents, subcontractors, successors and assigns expressly disclaim any and all warranties relating to the Upgrade(s),

associated equipment or materials as to workmanship, quality, fitness for purpose or performance.

- c. The Participant acknowledges and accepts the energy savings reported by the engineering consultant are based on estimates and actual results may differ.
- d. The Participant's reliance on any warranties is limited to those warranties that may arise from, or be provided by Qualified Contractors, manufacturers, or other market providers, etc.

13 Limitation of Liability

- a. The Participant acknowledges that any Qualified Contractor or other market provider selected by the Participant is not an agent, contractor or subcontractor of Alberta Municipalities or the Municipality.
- b. The Participant agrees that they have independently assessed the risks of Program participation and decided to proceed.
- c. Alberta Municipalities or the Municipality shall have no obligation to maintain, remove or perform any work whatsoever on the Upgrades installed.
- d. The Participant is wholly responsible for ensuring that any Qualified Contractor or other party entering its Property for the purposes of the Program, including but not limited to, providing an estimate or quote for an Upgrade, has commercial general liability insurance and is registered and in good standing with WCB-Alberta.
- e. The Participant acknowledges and agrees that none of the Municipality, Alberta Municipalities, nor their respective affiliates, agents, subcontractors, successors or consultants will be liable under any theory of relief or recovery to the Participant or the Qualified Contractor for any damages of any kind or nature arising at law or in equity (whether in negligence, because of breach of contract, in tort or under any other provision of law) including but not limited to property damage, direct or consequential losses, economic loss, or personal injury, that arises from or is related to the design, installation or operation of the Upgrade(s) or anything done under the Program.
- f. The Participant indemnifies and saves harmless the Municipality, Alberta Municipalities and their respective officers, employees and agents from and against any losses, costs (including legal costs on a solicitor and his own client basis), damages, liens, charges, claims, demands, suits, proceedings, recoveries and judgments arising from or related to the Qualified Contractor's performance or non-performance of the Qualified Contractor's obligations under the Program.
- g. The Participant bears sole responsibility to ensure that their Property is compliant with all applicable development and zoning regulations, restrictive covenants, and the existing municipal land use bylaws. Alberta Municipalities and the Municipality are not responsible or liable to the Participant, nor any other party, and the Participant will indemnify and hold harmless the Alberta Municipalities and the Municipality against any damages, losses, or claims that relate to the Property not being compliant with the applicable development and zoning regulations, restrictive covenants, and the existing municipal land use bylaws.

14 Data Collection and Use

- a. The Participant consents to Alberta Municipalities releasing any information contained in Program applications, or related to it, and obtained by Alberta Municipalities in the course of verifying or auditing the applications, to the Municipality and its employees, agents, and other contractors including service providers, and partner organizations for the purposes of verifying a CEIP application, determining the Participant's eligibility for the Program, or both, as subject to the *Freedom of Information and Protection of Privacy Act (FOIP Act)*. The Municipality may use all detailed information related to the eligible Upgrade(s) and Professional Services completed in the Property for program evaluation, performance monitoring, and future program planning or potential studies. Information collected is managed and protected under the provisions of the FOIP Act.
- b. The Participant expressly authorizes Alberta Municipalities to obtain information from the Municipality to verify the contents of Program applications and to determine the Participant's eligibility for the Program including current annual property tax payments, property tax payment history, and the assessed value for the Property.
- c. The Participants consents to the collection, use, disclosure and other handling of any information provided by the Participant including but not limited to property address, phone number, and account number with the Municipality for the purposes relating to the operation and administration of the Program.
- d. Participant or Property information, exclusive of information identifying the Participant, may also be shared with other organizations for the purposes of program evaluation, performance monitoring, and future program planning or potential studies.
- e. The Participant agrees that Property and Participant information may be shared between the Municipality and Alberta Municipalities and its employees, agents, and other contractors, including service providers, and partner organizations in order to:
 - i. conduct, analyze and report on the results of the Program and to conduct surveys;
 - ii. schedule and complete site inspections at the Property; and
 - iii. complete program administration, evaluation, verification, and for collecting market research data related to the Program.
- f. The Participant provides express consent allowing Alberta Municipalities, the Municipality, their agents or service providers to contact the Participant directly by email and other electronic communications for the purposes of Program administration, evaluation, verification, and for collecting market research data related to the Program.
- g. The Participant consents to Alberta Municipalities obtaining pre- and post-Project ASHRAE audit reports and/or feasibility studies as it relates to the participation in CEIP from the Participant and sharing this data with the Municipality. This data will be used for program evaluation, performance monitoring, and future program planning or potential studies. Information collected is managed and protected by Alberta Municipalities under the authority of Section 33 (c) of the Freedom of Information and Protection of Privacy Act (the "FOIP Act") and/or in accordance with any applicable agreements in place. If the pre-project ASHRAE audit reports and/or feasibility studies was completed prior to the Participant submitting their CEIP Pre-Qualification Form, the Participant consents to share the report with Alberta Municipalities retroactively. Questions about the collection of this data should be directed to the Executive Director of Sustainability Services at Alberta Municipalities.

APPENDIX A: ASHRAE Audit Requirements

An ASHRAE Energy Audit is an assessment completed on a commercial or farmland building to determine its energy efficiency and identify potential areas for reducing energy use. ASHRAE Level II audits follow the standards and guidelines created by the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) for performing energy audits on buildings. The content of the energy audit report must, at a minimum, include:

- A facility description including physical characteristics of the eligible facility, as well as its current condition, state of repair and maintenance, approximate date of last major renovation, age and construction type.
- A description of major energy using equipment including lighting, HVAC, controls and their capacity, condition, and estimated remaining years of service.
- A complete breakdown of current building energy usage (coverage of at least 1 full year of historical billing data that accurately reflects normal operations – 2019 may be accepted in lieu of 2020 or 2021 to reflect non-COVID operations), consumption and costs by end-use type, and an analysis of irregular energy use patterns.
- A list of energy conservation measures (ECMs), both considered and recommended, as well as considered and not recommended. Interactive effects between ECMs are considered. For all recommended energy conservation measures, the following metrics must be included:
 - i. Annual and lifetime electricity savings (kWh)
 - ii. Annual and lifetime natural gas savings (GJ)
 - iii. Annual and lifetime GHG reductions (tCO₂e)
 - iv. Measure life/estimated useful life (years)
 - v. ECM Cost (\$) – to an accuracy of +/- 50%
 - vi. Annual and total cost savings (\$) – to an accuracy of +/- 30%
 - vii. Simple payback (years)
- Identify operational and commissioning opportunities for low and no cost measures to reduce energy consumption.
- The energy assessment must be comprehensive so that all options are considered and the potential to increase savings can be assessed. For example, where more efficient lights create less heat, the report should indicate the extent to which this affects the building's heating load in winter and cooling load in summer.
- Recommend next steps, and where applicable, budget pricing for any further detailed (Level 3) study requirements to further define potential opportunities.
- Other requirements deemed valuable to Alberta Municipalities as part of the program application.
- Report must be completed by a qualified energy auditor with expertise in building energy efficiency who meets the following criteria:
 - i. A Professional Engineer (“P.Eng.”), a Certified Engineering Technologist (“CET”), a Certified Energy Manager (“CEM”), or a certified measurement and verification

professional; with a minimum of three years of experience evaluating energy systems in buildings; or

- ii. An engineer-in-training (“EIT”) under the supervision of a P.Eng or CET, only if a qualified and experienced person as described in (i) above certified and signs the report and;
- iii. The certified professional that meets (i) and (ii) must be third party to the Program application.

Alberta Municipalities may, at its sole discretion, require the energy audit report to include any other requirements that it determines are necessary prior to accepting the audit for financing.

APPENDIX B: Renewable Energy Feasibility Study Requirements

The content of the feasibility must, at a minimum, include:

- Site conditions / assessment details.
- Location for the renewable energy Upgrade.
- Characteristics of the building/property that will use the renewable energy Upgrade, if applicable.
- Utility consumption profile of the site, including the site's historic energy use and cost.
- Description of the proposed renewable energy Upgrade.
- Brand/make/model number of equipment included in the proposed renewable energy Upgrade.
- Projected annual energy generation and GHG savings, including:
 - i. Annual and lifetime electricity savings (kWh)
 - ii. Annual and lifetime natural gas savings (GJ)
 - iii. Annual and lifetime GHG reductions (tCO₂e)
- Detailed financial estimate for the renewable energy Upgrade, including:
 - i. Breakdown of revenue and cost savings to be realized, if any, including applicable tax benefits, renewable energy credits (RECs) or other ongoing sources of revenue (as applicable);
 - ii. Utility rate assumptions
 - iii. Expected Useful Life of Renewable Energy Upgrade
 - iv. Maintenance expenses
 - v. Equipment and installation cost of the renewable energy Upgrade
 - vi. Simple payback calculation
 - vii. Net Present Value (NPV) calculation
 - viii. Conclusion as to whether the project is deemed financially feasible, based on the above financial calculations
 - ix. Optional: cash flow analysis and internal rate of return calculation
- Details outlining how the project will be in compliance with the Alberta micro-generation regulation.
- Details outlining how the proposed improvement will be in compliance with Canadian Certification Standards (CSA), or equivalent certification by an applicable certification body such as ULc or ETLc (see municipalaffairs.alberta.ca/documents/330-LEG-ECR-2-rev25.pdf for additional information 5 regarding product approvals and certification bodies).
- Key milestones and approximate timeline to install the system.
- Survey of total project capital cost utility tariffs and interconnection issues, including analysis of impacts of surplus energy generation by the renewable energy Upgrade.

- Identification of an appropriate commissioning plan for monitoring the system functionality and performance.
- Detail additional scale/expansion this system can support if designed to be expandable including projected maximum generation and annual /lifetime GHG reductions.
- Report must be completed by a qualified energy auditor with expertise in renewable energy technology who meets the following criteria:
 - i. A Professional Engineer (“P.Eng.”), a Certified Engineering Technologist (“CET”), a Certified Energy Manager (“CEM”), or a certified measurement and verification professional; with a minimum of three years of experience evaluating energy systems in buildings; or
 - ii. An engineer-in-training (“EIT”) under the supervision of a P.Eng or CET, only if a qualified and experienced person as described in (i) above certified and signs the report and;
 - iii. The certified professional that meets (i) and (ii) must be third party to the Program application.

The renewable energy feasibility study should be prepared based on the Property Owners’ intended use of the renewable energy Upgrade.