



City of Edmonton

Residential Clean Energy Improvement Program

Terms and Conditions

Last updated: September 27, 2024

Table of Contents

1	DEFINITIONS AND INTERPRETATION	2
1.1	Interpretation	2
1.2	Definitions	2
2	PARTICIPANT AND PROPERTY ELIGIBILITY	6
2.1	Participant Eligibility	6
2.2	Property Eligibility	6
2.3	Ineligible Properties	7
2.4	Eligibility updates	8
3	PROGRAM FEES	8
3.1	Program Administration Fee	8
4	UPGRADE ELIGIBILITY REQUIREMENTS	8
4.1	Eligible Upgrades	8
4.2	Ineligible Upgrades	9
5	APPLICATION REQUIREMENTS AND CONDITIONS	9
5.1	Pre-Qualification Application	9
5.2	Project Application	10
5.3	Program Agreements	11
5.4	Deposit Payments	11
5.5	Upgrade Installation	12
5.6	Upgrade Completion	12
5.7	Project Amendments	13
5.8	Site Inspection	13
6	PROJECT FINANCING	13
6.1	Eligible Costs	13
6.2	Payment	14
6.3	Maximum Financing Amount	15
6.4	Project Financing	15
7	CLEAN ENERGY IMPROVEMENT TAX	16
8	EVALUATION, MEASUREMENT, AND VERIFICATION	17
9	SALE OR SUBDIVISION OF PROPERTY	17
10	REMEDIES AND WARRANTIES	17
11	LIMITATION OF LIABILITY	18
12	FOIP ACT, DATA COLLECTION, USE, AND DISCLOSURE	18

1 Definitions and Interpretation

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;
- b. the Project Agreement; and
- c. 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.

“Advance” means a sum of money paid by the Municipality to a Contractor on behalf of a Participant in advance of the installation, that may equal up to 10% of the sum of the Capital Costs, Professional Service costs and the Incidental Costs, and is considered an advance paid portion of the total Municipality Financing;

“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 City of Edmonton Clean Energy Improvement Pilot Program Tax Bylaw 20678.

“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 the Program Administrator.

“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 the Program Administrator 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 all Upgrades within the Project have reached Substantial Performance and all necessary Upgrade Completion Forms, and the post-Project EnerGuide Home Evaluation documentation have been submitted.

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

“Deposit” means the sum paid to a Qualified Contractor as a first installment for the installation of an Upgrade, and is required to be paid before the installation can begin.

“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 notification provided by the Program Administrator to the Participant and the Qualified Contractor to authorize the start of Upgrade installations.

“Municipality” means the City of Edmonton.

“EnerGuide Home Evaluation” means an energy audit adhering to either pre- or post-Project version 15 EnerGuide Home Energy Evaluation specifications performed by a registered NRCan Energy Advisor.

“Net Zero” Means a building that generates at least as much energy as it consumes on an annual basis.

“NRCan Energy Advisor” means a person who has met and maintained all of the required qualifications to deliver EnerGuide rating services for eligible homes in Canada.

“NRCan” means Natural Resources Canada.

“Participant” is any and all residential Property Owners who applied to the Program, met the Program eligibility requirements for pre-qualification approval, and are continuing with a Project Application Form.

“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, EnerGuide Home Evaluation, feasibility studies, or related studies, but exempting installation of the Upgrade or Incidental Costs.

“Program Administration Fee” means the fee for the administration of the Program paid by the Participant through the Clean Energy Improvement Tax, and is the lower of:

- a. 1.575% of the Eligible Cost of the Project; or
- b. 5% of the Capital Cost of the Project.

“Program Administrator” means the entity or entities designated as program administrator by the Minister under the Regulation, and pursuant to Ministerial Order 34/2021, currently means the Alberta Municipal Services Corporation, a subsidiary of the Alberta Urban Municipalities Association (AUMA) operating as Alberta Municipalities;

“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 the Program Administrator, a Qualified Contractor leading the installation of the Upgrade(s) and/or Incidental Work (the “Primary Qualified Contractor”) and the Participant, 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 residential land and premises where the Project is located.

“Property Owner” means the individual(s) or legal entity(ies) that is a registered owner 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, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) energy audits or equivalent, and EnerGuide Home Evaluations 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 the Program Administrator to be submitted for each Upgrade, as specified on the [Eligible Residential 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 Residential CEIP Upgrades](#) pages found

on the Program website.

“Upgrade Completion Form” means the form completed and submitted by the Participant to the Program Administrator, 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 Participant and Property Eligibility

2.1 Participant Eligibility

- a. The Participant(s) must provide residential tax payment history for the last five consecutive years prior to the Application. Where a Participant owned a residence outside the Municipality during that five consecutive year period, similar confirmation of tax payment history from the previous municipality will be required.
 - i. If the Participant(s)'s records show they have fallen into tax arrears at any time within the previous five years on either the Property, or any other property they owned, where tax arrears means taxes that remain unpaid after December 31 of the year in which they are imposed, they will be deemed ineligible for the Program.
- b. The Participant must attest they are current on any outstanding property-secured debt associated with the property on the Pre-Qualification Form and may be required to submit a letter from their financial institution confirming this.
- c. If a mortgage is registered 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 the Program Administrator 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 the Program Administrator and the Municipality in any such circumstances.
 - i. The Participant must confirm that they received consent from their mortgage lender to participate in the Program when they submit a Project Application Form to the Program Administrator.
 - ii. The Participant is not required to show proof of that mortgage consent to the Municipality or the Program Administrator, unless specifically requested. Upon request, the Participant will provide proof within 30 days.
 - iii. The Participant is responsible for ensuring that the CEIP financing amount requested and received is less than or equal to the amount approved by their mortgage lender.
- d. If the Participant is currently enrolled in either the Government of Alberta [Seniors Property Tax Deferral Program](#) or [Seniors Home Adaptation and Repair Program](#), the Participant must notify the Government of Alberta of their intention to participate in CEIP, prior to submitting a CEIP Pre-Qualification Form. Participation in CEIP may impact eligibility to participate in the Government of Alberta Seniors Property Tax Deferral Program or Seniors Home Adaptation and Repair Program. For more information, contact the [Alberta Supports Contact Centre](#) at 1-877-644-9992.
- e. The Municipality shall not enter into a Clean Energy Improvement Agreement pursuant to the provisions in Section 12(1) of the [Bylaw](#).
- f. The Municipality may choose to not enter into a Clean Energy Improvement Agreement pursuant to the provisions in Section 12(2) of the Bylaw.
- g. The Participant must meet any additional eligibility criteria as identified by the Municipality or the Program Administrator.

2.2 Property Eligibility

- a. The Property must be located within the boundaries of the Municipality.
- b. The Property must be insured. A minimum of \$1,000,000 in personal liability insurance must be included in the insurance policy.
- c. Residential properties are eligible if they meet the following criteria:
 - i. an existing property that has been occupied for at least six (6) months;

- ii. lawfully occupied as a residence at the time of Pre-Qualification Form submission.
- iii. is one of the following types:
 - i. Detached or semi-detached single family homes;
 - ii. Attached single family homes (e.g., townhouses or row houses)
 - iii. low-rise multi-unit residential buildings. A low-rise multi-unit residential building contains between two and 100 units and:
 - 1. has three stories or fewer above ground;
 - 2. the building area does not exceed 600 m²;
 - 3. the units are fully or partially stacked (up/down) or joined by a common space (in a house with one or more secondary suites, the units may be located side-by-side);
 - 4. at least 50% of the total floor area is residential living space; and
 - 5. the building is habitable year-round.
 - iv. high-rise multi-unit residential buildings. A high-rise multi-unit residential building has:
 - 1. four or more stories above ground;
 - 2. a building area greater than 600m²;
 - 3. at least 50% of the total floor area as residential living space; and
 - 4. the building is habitable year-round.
- iv. Modular homes affixed to a permanent foundation, where the Participant owns both the building and land, may be eligible to participate in the Program, provided the building is eligible to undergo an EnerGuide Home Evaluation. Determination of the eligibility of modular homes will be made on a case-by-case basis.
- v. Condominiums may be eligible and are encouraged to submit a Pre-Qualification Form where Upgrades are only intended to be installed in the condominium unit, and will not impact any type of common property.
 - i. Additional information may be requested by the Program to determine eligibility and maximum financing, including Upgrades allowable by the building or governing body (e.g., condominium board).
- vi. Tax exempt properties may be eligible and are encouraged to submit a Pre-Qualification Form. Additional information may be requested by the Program in order to determine eligibility and maximum financing.
- d. For detached, semi-detached, attached, and low-rise multi-unit residential properties, reports and labels from both a pre- and post-project EnerGuide Home Evaluation must be provided by the Participant to the Program Administrator with their consent that certain details be shared publicly via Edmonton's Home Energy Map.
- e. For high-rise residential properties, an ASHRAE level II report or equivalent and a post audit memo must be provided by the participant to the Program Administrator with their consent that certain details be shared publicly via Edmonton's Home Energy Map.

2.3 Ineligible Properties

The following properties are ineligible for the residential Program:

- a. Non-residential buildings, farm land.
- b. Federal, provincial, or municipally owned properties.
- c. Designated industrial properties as defined in the Act.
- d. Property assessed as Class – 4 (machinery and equipment) under the Act.

- e. Designated manufactured homes as defined by the Act, including Travel trailers, mobile homes, and manufactured or modular homes where they are not affixed to permanent foundations and/or where the Participant is not the owner of both the building and the land.
- f. Any other property deemed ineligible pursuant to the Bylaw.

2.4 Eligibility updates

The Program Administrator 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. The Program Administrator 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.

3 Program Fees

3.1 Program Administration Fee

The Participant is required to pay a Program Administration Fee to participate in the Program.

- a. The Program Administration Fee amount will be calculated based on the final Project Costs and included in the Clean Energy Improvement Agreement.
- b. 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.

4 Upgrade Eligibility Requirements

4.1 Eligible Upgrades

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

- a. A CEIP Project must include installation of a minimum number of eligible Upgrades as defined in section 6.4(a).
- b. Each Upgrade must increase the energy efficiency or use of renewable energy on the Property.
- c. Each Upgrade must be installed by a Qualified Contractor.
- d. The total Capital Costs of the Project must be greater than or equal to \$3,000.
- e. The Upgrade must be listed as an eligible Upgrade on the [CEIP website](#) at the time of submission of the Project Application Form.
- f. The Upgrade must meet all of the technical and other eligibility requirements described on the CEIP website at the time of submission of the Project Application Form.
- g. All Upgrades must be new, installed and operational. Upgrades that are used, refurbished, or rebuilt are not eligible.
- h. 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 body.¹
- i. Upgrades must have a manufacturer's warranty period that is consistent with the industry standard.² The minimum manufacturer warranty period for Upgrades is the greater of one year or the required warranty period listed in the Eligible Residential CEIP Upgrades pages on the [CEIP website](#).

¹ For example, Underwriters Laboratories of Canada (ULC), Electrical Testing Labs (ETL), and Canada Standards Association (CSA).

² For example, an industry-standard warranty is 25 years for solar panels. The Qualified Contractor will provide the Participant with warranty information specific to the upgrade.

- j. Upgrades must have a one-year minimum warranty provided by the Qualified Contractor for defects in materials and labour.
- k. Upgrades must have a warranty that is transferable to subsequent owners of the Property.
- l. 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.

4.2 Ineligible Upgrades

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

- 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 additions³ at an existing residence 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 residence, it may be eligible. Upgrades associated with new additions will be evaluated on a case-by-case basis.
- e. Any upgrade installed on a fully detached garage on the property that does not serve the existing residence on the Property.
- f. Any upgrade that is leased or financed through the Qualified Contractor or manufacturer.
- g. Any upgrade not listed on the [CEIP website](#) as updated pursuant to section 3.4.

5 Application Requirements and Conditions

5.1 Pre-Qualification Application

- a. The Participant must complete and submit the Pre-Qualification Form and the following documents to the Program Administrator to be considered for Pre-Qualification:
 - i. Proof the property to be upgraded is insured (i.e., home insurance with personal liability coverage of at least \$1 million). Accepted proof includes documentation that clearly states the policy provider, policy number, property address, personal liability coverage, and duration of the policy (e.g., insurance binder letter).
 - ii. If the Participant resided outside of the Municipality in the last five years, the Participant must provide proof of payment of residential property taxes in their previous municipality as outlined in Section 2.1.a.i.
 - iii. If there is property-secured debt associated with the Property, the Participant must confirm that payments are current and may be required to provide acceptable proof.
 - iv. Any additional documents requested by the Program Administrator or the Municipality.
- 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 as indicated on the Prequalification Form.

³ 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 the Program Administrator 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, the sufficiency of which is up to the full discretion of the Municipality.
- 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, the Program Administrator 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 three months after pre-qualification approval has been granted by the Program Administrator. 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.

5.2 Project Application

- a. Prior to submitting a Project Application Form, the Participant must:
 - i. Have a valid pre-qualification approval from the Program Administrator for the same Property listed on the Application Form.
 - ii. Have an EnerGuide Home Evaluation completed by a registered NRCan Energy Advisor.
 - i. The NRCan Energy Advisor must be registered with a service organization listed on the Contractor Directory on the [CEIP website](#).
 - ii. The Participant is responsible for the cost of the EnerGuide Home Evaluation.
 - iii. Participants who completed a pre-Project EnerGuide Home Evaluation on or after April 1, 2020, and have not completed any upgrades or renovations on the Property since the date of the Evaluation, are not required to complete a new evaluation.
 - iv. In the Project Application Form, the Participant may request to finance the cost of the pre-Project EnerGuide Home Evaluation; if financing is requested and approved, the Participant will be reimbursed after an Upgrade with a minimum Capital Cost of \$3,000 is installed and a complete and an accurate Upgrade Completion Form is submitted. To be eligible for financing, the pre-Project EnerGuide Home Evaluation must be completed after submitting a Pre-Qualification Form. The post-Project EnerGuide Home Evaluation must be completed after all Upgrades related to the Project are complete, and is not an Eligible Cost.
 - v. The Homeowner Information Sheet and Renovation Upgrade Report provided to the Participant after the pre-project Home Energy Evaluation is complete must be submitted to the Program Administrator with the Project Application Form.
 - ii. Receive a quote for the equipment and installation cost 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 [CEIP website Residential Upgrades page](#).
 - iii. Receive written approval from the condominium board or owner(s) of the building if the Property is a unit in a condominium plan under the Condominium Property Act or is in a building of less than five units that includes common property or shared facilities, and the Project will impact common property or shared facilities in the building.
- b. The Participant must complete and submit the Project Application Form and required Supporting Documentation to the Program Administrator.
- c. All Property Owners on title must sign the Project Application Form.
- d. At the project application stage, the Participant must provide a signed copy of the City of Edmonton Consent to Disclose Data and Release of Information form.

5.3 Program Agreements

- a. Once a Project Application Form is approved, the Program Administrator will provide the Participant with the Clean Energy Improvement Agreement and Project Agreement for their Project.
 - i. The Program Administrator 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, the Program Administrator, 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. The Municipality will facilitate the execution of the Clean Energy Improvement Agreement and the Program Administrator will facilitate the execution of the Project Agreement.
- 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, indicating the Project may commence. The email will also be sent to the Primary Qualified Contractor(s) and include a copy of the Upgrade Completion Form that the Participant must complete and submit once Upgrades reach Substantial Performance.

5.4 Deposit Payments

- a. Where a Deposit has been requested by the Qualified Contractor, the Participant must indicate the Deposit amount in the Project Application Form, along with an invoice, or other proof of requested Deposit amount from the Qualified Contractor.
- b. The Participant may request financing for the Deposit in any of the following ways:
 - i. The Participant may pay for the entire Deposit amount out of pocket, and request reimbursement once the Project is complete as a portion of the financing to be paid directly to the Participant under the terms of the Clean Energy Improvement Agreement (see section 6.2(c)); or
 - ii. The Participant may request an Advance, which must be approved by both the Program Administrator and the Municipality, for up to 10% of the estimated Capital Costs in advance of the work, to be paid by the Program Administrator to the Qualified Contractor pursuant to section 6.2(b).

5.5 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 has been provided to the Participant and Primary Qualified Contractor by the Program Administrator (the Commencement Date).
- b. All Upgrades must be installed within six (6) months of the Commencement Date.
 - i. Requests for extensions may be considered, as needed, and at the sole discretion of the Municipality.
 - ii. The extension request must be submitted to the Program Administrator in writing and requests will be approved or denied only at the discretion of the Program Administrator and the Municipality.

5.6 Upgrade Completion

- a. Once an Upgrade has been installed, the Participant must submit an Upgrade Completion Form to the Program Administrator within three (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. A photo of the installed upgrade(s).
- d. Additional Eligible costs:
 - i. If at least one Upgrade has been installed and reached Substantial Performance, and a minimum Capital Cost of \$3,000 is claimed under the Project, the Participant may include an Incidental Cost, Professional Service Cost, or participant reimbursement request (including Deposits) associated with the Upgrade installed on the Upgrade Completion Form.
 - ii. Proof of payment for any Capital Cost, Incidental Cost, or Professional Service Cost, request associated with the Upgrade installed must be included if the Participant is requesting reimbursement. Proof of payment are copies of receipts that clearly show payment has been made.
 - iii. 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.
- e. At the completion of an upgrade and/or the entire project, the following documents will be generated as notifications of the final CEIP taxes payable:
 - i. Completion Notice: Created at the completion of each Upgrade. This can contain the final cost details for one or more upgrades that have reached completion. These documents will include the final cost details and reflect Change Order elements if any. These documents should be kept by the Participant as part of the overall Project documentation.
 - ii. Notice Summary: Created only when all Upgrades have reached completion, when the post-Project version 15 EnerGuide Home Evaluation has been completed, and the final CEIP taxes have been calculated for the property tax account. These will reflect Change Orders if any that reflect a difference in the fully executed financing agreement. These documents should be kept by the Participant as part of the overall Project documentation.

5.7 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 the Clean Energy Improvement Agreement and Project Agreement are executed.
- b. A change request must be submitted by the Participant to the Program Administrator, including the details of the requested change. If required, the Program Administrator will prepare a Change Order and facilitate approval and execution.
- c. If the amendment is expected to cause a delay in the Project, extending the Completion Date past the deadlines outlined in Section 5.5.b. [Installation], an extension request must be included on the Change Order. The request for extension will be approved at the discretion of both the Program Administrator and the Municipality.
- d. Full details applicable to Project amendments will be outlined in the Clean Energy Improvement and Project Agreements.

5.8 Site Inspection

- a. The Program Administrator, 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 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 the Program Administrator or the Municipality chooses to conduct a site inspection, the Participant will provide reasonable access to the property for the purposes of a site inspection.
- c. If the site inspection reveals any discrepancies between the Upgrade(s) listed on the Upgrade Completion Form and the Upgrade(s) that were installed, the Program Administrator 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, the Program Administrator reserves the right to seek reimbursement on behalf of the Municipality of any payments made to the Qualified Contractor or the Participant.

6 Project Financing

6.1 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, the Participant must review the requirements provided by the Program Administrator.
 - iii. To be eligible for financing, all Capital Costs must be listed in the Project Application Form and an Installation Authorization Notice must be received before any work is started or any costs are incurred.
- 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.
 - ii. Pre-installation EnerGuide Home Evaluations are eligible as Professional Services but will only be eligible for financing when added to the Upgrade

- Completion Form of the final installed Upgrade. Post-installation EnerGuide Home Evaluations are not an Eligible Cost.
 - iii. The Participant must submit the report generated by the Professional Service provider and an invoice for the Professional Services completed.
 - iv. Professional Service costs must be listed in the Project Application Form.
 - v. 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.
 - vi. 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 the Program Administrator 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 work is started or any costs are incurred.
 - 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).

6.2 Payment

- a. The following provisions inform payment to a Qualified Contractor 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 with these CEIP Terms and Conditions, and pursuant to the terms of the Clean Energy Improvement Agreement, and the Project Agreement, the Program Administrator will issue payment directly to the Qualified Contractor for completed Upgrades, Professional Service costs, or Incidental Costs within 28 days of the Program Administrator approving a complete and accurate Upgrade Completion Form and required Supporting Documentation.
 - i. 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 the Program Administrator, 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.
- b. Advance Payment to a Qualified Contractor for Deposits
 - i. Payment for a Deposit will be issued as an Advance by the Program Administrator directly to the Qualified Contractor within 30 calendar days after the Project Agreement and Clean Energy Improvement Agreement are executed and a proper invoice, or proof of requested Deposit payment, is

received by the Program Administrator, provided all information is accurate and complete

- c. Participant reimbursement for Eligible Costs
 - ii. 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 the Program Administrator has approved a complete and accurate Upgrade Completion Form and required Supporting Documentation.
- d. Any parties receiving payments from the Program Administrator 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 the Program Administrator 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 the Program Administrator.

6.3 Maximum Financing Amount

- a. The total financing amount available to a single Property is limited by the lesser of:
 - i. A maximum of \$50,000 of Eligible Costs per Property; and
 - ii. The annual Clean Energy Improvement Tax (excluding interest and the Program Administration Fee) cannot exceed the value of the Property's annual property tax levy. The property tax levy amount used for this calculation is the most recent levy indicated on the tax notice for the Property in the year in which the Pre-Qualification Form is submitted and equals the sum of Municipal Taxes, Provincial Education Taxes, Provincial Education Requisition Allowance and Special Taxes and Local Improvement Charges.⁴

6.4 Project Financing

- a. A CEIP Project must include installation of a minimum number of eligible Upgrades pursuant to all Program requirements for the CEIP Project to be eligible for financing:
 - i. For the first CEIP application on a property, a minimum of three Upgrades must be installed on the Property.
 - ii. Where less than three upgrades are required for the Property to reach a Net Zero status, a first CEIP application may include fewer than three upgrades.
 - iii. Subsequent applications to CEIP, after the first CEIP project has been completed, for the same Property may apply for financing with fewer than three upgrades.
- b. In order for a residential CEIP Project to be eligible for financing, pre- and post-Project EnerGuide Home Evaluations are required.
 - i. A post-Project EnerGuide Home Evaluation must be completed after all Upgrades have been installed and the Project is deemed complete by the Program Administrator and the Municipality.
 - ii. The post-Project EnerGuide Home Evaluation must be completed, and the post-Project EnerGuide label submitted to the Program Administrator, within six (6) weeks of the final Upgrade Completion Form being submitted to the Program Administrator.
 - iii. Projects that fail to complete a post-Project EnerGuide Home Evaluation will be not eligible for financing and the Municipality reserves the right to seek reimbursement of any payments made to the Qualified Contractor or the Participant.

⁴ For example, if you submit a Pre-Qualification Form in 2024 and your annual property tax in 2024 is \$3,000, the annual payment for the Clean Energy Improvement Tax cannot be more than \$3,000.

- c. The full financing terms and conditions for a CEIP Project are listed in the Clean Energy Improvement Agreement provided by the Municipality.
- d. 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.
- e. The current interest is available on the Program web page and will be included in the Clean Energy Improvement Agreement at time of application. 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.
- f. The maximum term for financing is the lesser of 20 years or the effective useful life (EUL)⁵ 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 per Upgrade. The EUL for all eligible Upgrades is posted on the Program website.
- g. 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.
- h. 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 the Program Administrator; 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.
- i. 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.
- j. If the final Eligible Costs for a Project are more than the amount listed in the Clean Energy Improvement Agreement, and no Project Change Order was approved by the Municipality, the Participant will only be entitled to the financing amount that is indicated in the Clean Energy Improvement Agreement.

7 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 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 Bylaw 19394 Tax Penalty, Interest and Monthly Payment Bylaw.
- d. Failure to pay the Clean Energy Improvement Tax when due and payable may result in:
 - i. late payment penalties;

⁵ 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.

- 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.

8 Evaluation, Measurement, and Verification

- a. The Participant agrees to participate in any survey, studies, audits, evaluations or verifications conducted by the Program Administrator 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.

9 Sale or Subdivision of Property

- a. A benefit of the Program is the transferability of existing CEIP tax(es) upon a change in ownership of the property. The program financing agreement includes a schedule “Form of Assignment, Novation, and Release” that supports such a transfer and can be accomplished according to the following:
 - i. The Participant shall have the right to sell, transfer, charge, mortgage, encumber or otherwise deal with the Property, provided that:
 - i. 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;
 - ii. 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; and
 - iii. the Clean Energy Improvement Agreement is appended to the contract of sale.
 - ii. If as part of the sale, the agreement is assigned to the new owner, the new owner will become liable for the Participant’s obligations and liabilities under the Program and the Clean Energy Improvement Agreement.
 - iii. 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.

10 Remedies and Warranties

- a. The Program Administrator 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. The Program Administrator 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, the Program Administrator, or their respective affiliates, agents, subcontractors, successors and assigns related to the design, installation, functionality or performance of the Upgrade(s), and the Municipality, the Program Administrator 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 in the Program are based on estimates and actual results may differ. The Participant understands and agrees that their eligibility for city financing is dependent on the actual results as shown in the project completion form created by the Program Administrator.

- 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.

11 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 the Program Administrator or the Municipality.
- b. The Participant agrees that they have independently assessed the risks of Program participation and decided to proceed.
- c. The Program Administrator 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, the Program Administrator, 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, the Program Administrator 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.

12 FOIP Act, Data Collection, Use, and Disclosure

- a. Through participation in the Program, the Participant will be providing information, including personal information, to the Municipality or the Program Administrator. Collection of this information occurs under the authority of section 33(c) of the Freedom of Information and Protection of Privacy Act, R.S.A 2000, c. F-25 ("FOIP"), and will be used for the purposes of determining your eligibility for participation in the Program, communicating with you, operating, administering, assessing or reporting on the Program, and obtaining feedback to improve the Program.
- b. The Participant acknowledges that FOIP may apply to all information and records provided by the Participant to either the Municipality or the Program Administrator under this Clean Energy Improvement Program and to any information and records which are in the custody or under the control of either the Municipality or the Program Administrator.
- c. Before participating in the program, the Participant will be required to sign a Consent to Disclose Data and Release of Information Agreement. In that form, the Participant consents to the following:
 - i. the Municipality may disclose Participant information held by the Municipality to the Program Administrator, and any information (including personal Participant information) provided to or held by either the Municipality and Program Administrator may be shared between the

- parties for the purposes of Program administration, operation, evaluation, reporting and verification.
- ii. The Municipality, and the Program Administrator are permitted to disclose Participant information to:
 - A. consultants, partners, agents, or subcontractors of the Municipality, for general program evaluation, performance monitoring, and future program planning,
 - B. other organizations who offer energy efficiency rebate programs to monitor compliance of Rebate stacking, and
 - C. agents or service providers of the Municipality or the Program Administrator for scheduling and completing site inspections at the Property,
 - iii. the Municipality may publicly disclose Participant information limited to the building type, address, photos, list of eligible Upgrade(s) and EnerGuide label on the Municipality's online Home Energy Map
 - iv. 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.
- d. If you have any questions or concerns about the collection or use of your personal information, please contact a City of Edmonton Senior Environmental Program Manager, located on the th Floor, Edmonton Tower (10111 - 104 Ave, Edmonton, AB, T5J 0J4). Phone: (780) 944-7408. Email: changeforclimate@edmonton.ca.
- e. The Participant consents to the Program Administrator obtaining pre- and post-Project EnerGuide Home Evaluation data as it relates to the participation in CEIP from Natural Resources Canada (NRCan) 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 the Program Administrator 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 EnerGuide Home Evaluation was completed prior to the Participant submitting their CEIP Pre-Qualification form, the Participant consents to have the data shared by NRCan with the Program Administrator retroactively.