



# **Town of Devon**

## **Clean Energy Improvement Program**

### **Terms and Conditions**

Last updated: April 16, 2024

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## 1 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.

**“AMSC”** means the Alberta Municipal Services Corporation, the designated program administrator for the Clean Energy Improvement Program.

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

**“Bylaw”** means the Town of Devon 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 AMSC.

**“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. Any Change Order must be approved by AMSC and the Municipality.

**“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 AMSC 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 7.1 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 AMSC to the Participant

and the Qualified Contractor to authorize the start of Upgrade installations.

**“Municipality”** means the Town of Devon.

**“NRCan Certified Home Energy Evaluation” or “EnerGuide Version 15 Home Evaluation” or “Home Energy 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.

**“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 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 enter the Program.

**“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, NRCan certified home energy evaluations, feasibility studies, or related studies, but exempting installation of the Upgrade or Incidental Costs.

**“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 AMSC, 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.

**“Property”** means the residential 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.

**“Regulations”** 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, energy audits, and NRCan Certified Home Energy 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 AMSC 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 AMSC, 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 residential property owners. CEIP is administered by the Alberta Municipal Services Corporation (AMSC). 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. The AMSC is the provincial administrator of the CEIP.

The Town of Devon passed the Clean Energy Improvement Tax Bylaw 936/2019 on November 25, 2019 and Borrowing – Clean Energy Improvement Program (CEIP) Bylaw 948/2020 on July 13, 2020. Amending Bylaw 974/2021 was passed on December 13, 2021. Together these pieces of legislation enable the Clean Energy Improvement Program in the Town of Devon.

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

## 3 Participant and Property Eligibility

### 3.1 Participant Eligibility

- a. The Participant must be the current legal owner of a property located in the Municipality.
- b. 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, they will be deemed ineligible for the Program. Where a Participant owned a residence outside the Municipality during that five consecutive year period, similar confirmation of positive tax payment history from the previous municipality may be required.
  - i. Participants that do not have a five consecutive year property tax history may be subject to an enhanced financial eligibility review by the Municipality.
- c. The Participant must attest they are current on any outstanding property-secured debt associated with the property (e.g., mortgage and/or property-secured line of credit) on the Pre-Qualification Form and must provide proof the payments are current.
- d. If a mortgage is 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 AMSC 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 AMSC and the Municipality in any such circumstances.

- e. If a mortgage is on the property, and the mortgage amount exceeds the assessed value of the home, the Municipality reserves the right to reject participation in the Program.
- f. The Participant must not be in bankruptcy (or insolvency) or have filed a Consumer Proposal.
- g. 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 not be in tax or utility arrears with the Municipality; the Participant must not have legal proceedings with the Municipality; and
  - ii. the Participant must be physically living in the Municipality.
- h. The Participant must meet any additional eligibility criteria as identified by the Municipality or the AMSC.

### 3.2 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. classified as a low-rise residential property, i.e., detached or semi-detached home; row housing or town house; or multi-unit residential buildings with three stories or fewer, **and** not more than 600m<sup>2</sup> in building area; and
  - ii. lawfully occupied as a residence at the time of Pre-Qualification Form submission.
- d. 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.
- e. The Property must not be in foreclosure.

### 3.3 Ineligible Properties

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

- a. Non-residential buildings, farmland, or multi-unit residential buildings having four or more stories and over 600m<sup>2</sup> of building area.
- b. Federal, provincial, or municipally owned properties.
- c. New construction homes as defined by NRCan standards.<sup>1</sup>
- d. Designated industrial properties as defined in the Act.
- e. Designated manufactured homes as defined in the Act.
- f. Property assessed as Class – 4 (machinery and equipment) under the Act.

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<sup>1</sup> NRCan defines new residential buildings as those that are no more than six (6) months old following the date of first occupancy ([NRCan ENERGY STAR for New Homes Standard](#)).

- g. Leisure properties or those properties that are not utilized for year-round residential occupancy.

### 3.4 Eligibility updates

The AMSC and the Municipality have the right to amend the list of ineligible properties, or these terms and conditions at any time and notification of any amendments will be located on the CEIP website. The AMSC 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 Upgrade Eligibility Requirements

### 4.1 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 body<sup>2</sup>.
- h. Upgrades must have a manufacturer's warranty period that is consistent with the industry standard<sup>3</sup>. The minimum manufacturer warranty period for Upgrades is one year.
- 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 transferrable 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.

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

<sup>3</sup> 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.



## 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 additions<sup>4</sup> 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 that is leased or financed through the Qualified Contractor or manufacturer.
- f. Any upgrade not listed on the on the [CEIP website](#).
- g. The AMSC 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.

## 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 AMSC 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 may be required to provide proof of payment of property taxes in their previous municipality.
  - iii. If there is property-secured debt associated with the Property (e.g., mortgage and/or property-secured line of credit), the Participant must provide proof the payments are current. Accepted proof includes statements showing the three most recent payments or a letter from the lender stating the Participant is current on payments.

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

- 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.
- c. Pre-Qualification Forms are reviewed by AMSC 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 be able to finance their Project under the Program. Financing is only confirmed once a submitted Project Application Form and Supporting Documentation are approved, and a Clean Energy Improvement Agreement and Project Agreement are signed by all required parties.
- f. Upon pre-qualification approval, the AMSC will provide a copy of the Project Application Form to be completed and submitted by the Participant.
- g. Pre-qualification will be valid for three months after pre-qualification approval has been granted by the AMSC. 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.

## 5.2 Project Application

- a. Prior to submitting a Project Application Form, the Participant must:
  - i. Have a valid pre-qualification approval from AMSC for the same Property listed on the Application Form.
  - ii. Have an EnerGuide Version 15 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 must pay for the EnerGuide Version 15 Home Evaluation out of pocket.
    - iii. Participants who completed a pre-Project EnerGuide Version 15 Home Evaluation on or after April 1, 2020, 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- and post-Project Home Energy 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 accurate Upgrade Completion Form is submitted. To be eligible for financing, the pre-Project EnerGuide Version 15 Home Evaluation must be completed after submitting a Pre-Qualification Form and the post-Project EnerGuide Version 15 Home Evaluation must be completed after all Upgrades related to the Project are complete.
  - iii. Receive a quote for the cost of the Upgrade equipment and installation from a Qualified Contractor 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 Upgrade page](#).
  - iv. 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 AMSC.
- c. All Property Owners on title must sign the Project Application Form.

### 5.3 Program Agreements

- a. Once a Project Application Form is approved, the AMSC will provide the Participant with the Clean Energy Improvement Agreement and Project Agreement for their Project.
  - i. The AMSC 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.
  - iii. All Property Owners on title, the AMSC, and the Primary Qualified Contractor, must sign the Project Agreement. If multiple Primary Qualified Contractors are completing different Upgrades, a separate Project Agreement must be signed with each Primary Qualified Contractor.
  - iv. The AMSC will facilitate the execution of the agreements.
- b. Once the Clean Energy Improvement Agreement and Project Agreement are executed, the AMSC will:
  - i. Provide copies of executed agreements to the signatories.
  - ii. Provide an Installation Authorization Notice to the Participant and the Primary Qualified Contractor(s) indicating the Project may commence. The AMSC will 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. If requested by the Qualified Contractor, the Municipality allows a maximum of 15% of the Upgrade 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 7.2 [Payment].

## 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 AMSC.
- b. All Upgrades must be installed within six months of the Commencement Date.
  - i. Requests for extensions will only be considered under extenuating circumstances.
  - ii. The extension request must be submitted to the AMSC in writing and requests will be approved or denied only at the discretion of AMSC and the Municipality.

## 5.6 Upgrade Completion

- a. Once an Upgrade has been installed, the Participant must submit an Upgrade Completion Form to AMSC within 5 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. Product specification sheets that show the Upgrade meets all specific Upgrade Eligibility Requirements.
- 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, Professional Service Cost, or deposit payment request associated with the Upgrade installed on the Upgrade Completion Form.
  - ii. 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 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.

## 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 AMSC. Upon request, the AMSC will provide the Participant with a Change Order form to complete with the support of the Qualified Contractor.
- 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 sole discretion of both AMSC 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 7.3 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.

## 5.8 Site Inspection

- a. The AMSC, the Municipality or their agents or service providers may conduct a site inspection prior to or during the installation of Upgrades in order to verify information submitted on the Project Application Form and may also 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 AMSC 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, AMSC 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, AMSC reserves the right to seek reimbursement on behalf of the Municipality of any payments made to the Qualified Contractor or the Participant.

## 6 Incentives

### 6.1 Project Incentive

- a. An \$1,100 incentive is offered by the Municipality for completed Projects.
- b. Incentive availability is limited and will be provided on a first come, first served basis to Participants who complete a CEIP Project - as determined by the Municipality - which includes submitting a final Upgrade Completion Form, completing a pre- and post-Project EnerGuide Version 15 Home Evaluation, and signing an amended Clean Energy Improvement Agreement.
- c. The incentive will be applied directly to the Clean Energy Improvement Tax to reduce the total Project financing amount. The incentive will not be issued to the Participant directly.

- d. The Municipality does not guarantee the incentive will be available once a CEIP Project is complete and does not guarantee processing time to have the incentive applied to the Clean Energy Improvement Tax.
- e. Only one Project incentive of \$1,100 is available per CEIP Project.
- f. The incentive offered by the Municipality can be stacked with incentives offered through the [Government of Canada Greener Homes Program](#).

## 7 Project Financing

### 7.1 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 AMSC.
- 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. The Participant must submit the report generated by the Professional Service provider and an 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 AMSC 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).

## 7.2 Payment

- a. Payment to a Qualified Contractor for deposits
  - i. Payment for a deposit will be issued by the AMSC 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 AMSC, provided all information is accurate and complete.
- b. Payment to 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, AMSC will issue payment directly to the Qualified Contractor for completed Upgrades, Professional Service costs, or Incidental Costs within 28 days of the AMSC approving a complete and accurate Upgrade Completion Form and required Supporting Documentation.
  - ii. The Participant must pay the Qualified Contractor(s) directly for any costs that were not approved by the AMSC, 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 the AMSC has approved a complete and accurate Upgrade Completion Form and required Supporting Documentation.
- d. Any parties receiving payments from AMSC 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 AMSC 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 AMSC.

## 7.3 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.
  - ii. The annual Clean Energy Improvement Tax cannot exceed the Property's annual property tax assessment payment. The property tax assessment amount used for this calculation is the assessment amount in the year in which the Pre-Qualification Form was submitted.<sup>5</sup>

## 7.4 Project Financing

- a. In order for a residential CEIP Project to be eligible for financing, pre- and post-Project EnerGuide Version 15 Home Evaluations are required.

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<sup>5</sup> For example, if you submit a Pre-Qualification Form in 2021 and your annual property tax in 2021 is \$3,000, the annual payment for the Clean Energy Improvement Tax cannot be more than \$3,000.

- i. A post-Project EnerGuide Version 15 Home Evaluation must be completed after all Upgrades have been installed and the Project is deemed complete by the AMSC and the Municipality.
  - ii. Projects that fail to complete a post-Project EnerGuide Version 15 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.
- b. The financing terms and conditions for a CEIP Project are listed in the Clean Energy Improvement Agreement provided by the Municipality.
- c. 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.
- d. Only Eligible Costs and any related interest charges as listed in the Clean Energy Improvement Agreement, are eligible for financing through the Program.
- e. 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.
- f. The interest rate provided by the Municipality for Projects financed through CEIP is 4%.
- g. The maximum term for financing will be the lesser of 20 years or the effective useful life (EUL)<sup>6</sup> 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.
- 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 AMSC; 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.
  - iv. 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
  - v. 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

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<sup>6</sup> 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.



approved by the AMSC, the Participant will only be entitled to the financing amount that is indicated in the Clean Energy Improvement Agreement.

## **8 Clean Energy Improvement Tax**

- a. The terms of the placement of the Clean Energy Improvement Tax on the Property's tax roll and the terms of repayment are outlined in the Clean Energy Improvement Agreement between the Participant and the Municipality.
- b. The Municipality may exercise any right available to it by contract, law, or equity, including all rights available under the *Municipal Government 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.
- c. Failure to pay the Clean Energy Improvement Tax when due and payable may result in the tax sale of the Property.

## **9 Evaluation, Measurement, and Verification**

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

## **10 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;
  - 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; and
  - 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.

## 11 Remedies and Warranties

- a. The AMSC 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 AMSC 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, AMSC, or their respective affiliates, agents, subcontractors, successors and assigns related to the design, installation, functionality or performance of the Upgrade(s), and the Municipality, AMSC 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.
- 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.

## 12 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 AMSC or the Municipality.
- b. The Participant agrees that they have independently assessed the risks of Program participation and decided to proceed.
- c. The AMSC 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, AMSC, 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 this Program.
- f. The Participant indemnifies and saves harmless the Municipality, AMSC 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.

## 13 Data Collection and Use

- a. The Participant consents to AMSC releasing any information contained in Program applications, or related to it, and obtained by AMSC in the course of verifying or auditing the applications, to the Municipality for the purposes of verifying this application, determining the Participant's eligibility for this Program, or both, as subject to the Freedom of Information and Protection of Privacy Act (FOIP Act).
- b. The Participant expressly authorizes AMSC to obtain information from the Municipality to verify the contents of Program applications and to determine the Participant's eligibility for this 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. The Participant agrees that Property and Participant information may be shared between the Municipality and AMSC and its agents, service providers, and partner organizations in order to:
  - i. conduct, analyze and report on the results of the Program and to conduct surveys; and
  - ii. schedule and complete site inspections at the Property.
- e. The Participant provides express consent allowing the AMSC, 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.
- f. The Participant consents to the AMSC 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 AMSC 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 AMSC retroactively. The Federation of Canadian Municipalities (FCM), as the Municipality's capital provider, will also collect EnerGuide Home Evaluation program monitoring and evaluation of its Community Efficiency Financing (CEF) program. Question about the collection of this data should be directed to the Executive Director of Sustainability Services at AMSC.