

City of Edmonton's Buildings Energy Retrofit Accelerator

*An energy efficiency rebate
program for commercial and
institutional buildings*

Program Terms and Conditions

June 5, 2020

**CHANGE
BUILDINGS
FOR CLIMATE**



The City of Edmonton reserves the right to change these Terms and Conditions at any time without prior notice, at its sole discretion.

Program Overview

Edmonton's Building Energy Retrofit Accelerator program targets commercial, institutional, light industrial and multi-family properties. The Program will provide prescriptive rebates for energy efficiency upgrades made to Eligible Properties within Edmonton. The Program is designed to integrate, align and stack with existing municipal, provincial, or federal programs. In this way, the Program will help Eligible Property owners with new and existing renovation efforts that result in significant energy efficiency improvements.

1. Definitions

In these terms and conditions:

- 1.1. **“Approval Letter”** means a letter or email that will be sent to Participants who are approved for Rebates under the Program;
- 1.2. **“Eligible Property”** means a property:
 - (a) that is located within The City of Edmonton municipal boundaries and has one of the following zoning designations under the City's zoning bylaw #12800;
 - (i) Commercial (Zones CB1, CB2, CB3 CHY, CNC, CSC, CO, CCA, CMU, EZ, HA, MSC, TMU, CCNC, GVC, UVCa, CSCa, CSCw)
 - (ii) Light Industrial (Zone IL and IB)
 - (iii) Multi-Unit Residential (Zones RA7, RA8, RA9)
 - (iv) Institutional (Zone UI)
 - (b) within an existing building of a minimum square footage of 10,000 square feet; and
 - (c) has been operational for at least 1 year.
- 1.3. **“Eligible Measures List”** means the comprehensive list of all energy efficient equipment, improvements and upgrades that may be eligible for rebates in the Program, as amended from time to time.
- 1.4. **“Energy Efficiency Upgrade”** means an energy efficient upgrade, piece of equipment or improvement that is on the Eligible Measures List;
- 1.5. **“Participant”** means an eligible person or legal entity who applies for a Rebate and participates in the Program.;
- 1.6. **“Pre-Approval”** means a Program application that has been submitted by a Participant for approval by the Program Administrator prior to the purchase and installation of Energy Efficiency Upgrades;

- 1.7. **“Program”** means the City’s energy efficiency rebate program entitled Edmonton’s Building Energy Retrofit Accelerator program.
- 1.8. **“Program Administrator”** means ICF Consulting Canada Inc. or such other program administrator that may administer the Program;
- 1.9. **“Program Website”** means the website for the Program, which contains details and Program requirements and the Eligible Measures List;
- 1.10. **“Rebates”** means financial rebates that may be paid by the City of Edmonton to the Participant for Energy Efficiency Upgrades under the Program;

2. Applications

2.1 First Come First Serve Basis

All applications received under the Program shall be dealt with on a first come, first serve basis.

2.2 Required Application and Completion Dates

If a Participant has purchased and installed Energy Efficiency Upgrade(s) prior to submitting the Program application, then the application and all supporting documentation must be received by the Program Administrator within 30 days of the date of the purchase of the Energy Efficiency Upgrade(s) as confirmed by the date on the sales receipt or invoice.

If a Participant is seeking Pre-Approval of their Program application, then the Energy Efficiency Upgrade(s) must be purchased, installed, inspected and all supporting documentation submitted to the Program administrator by the date indicated within the Approval Letter.

2.3 Application Rejection

All Program applications must comply with all applicable Program requirements, including without limiting the generality of the foregoing, those listed on the Program Website, in the Program Manual, Eligible Measures List and these terms and conditions. Any Program application that is either incomplete or does not comply with any Program requirements at the time the application is processed by the Program Administrator will be rejected.

2.4 Content of Application

The Participant expressly agrees that all information in the application and supporting documentation is true and correct and that the Participant has conformed to all Program and Energy Efficiency Upgrade(s) requirements. If any information is not true or correct, then, at the sole discretion of the Program Administrator or the City, an application may be rejected or revoked (as the case may be) and any Rebate funds disbursed to a Participant shall be repaid to the City.

3. Program Requirements

3.1 General Program Eligibility Requirements

All Participants must satisfy the following general eligibility requirements:

- (a) A participant must be 18 years of age or older;
- (b) The Participant must be the registered owner or a tenant of an Eligible Property;
- (c) The Energy Efficiency Upgrade(s) must be purchased for and installed at an Eligible Property located within the City of Edmonton municipal boundaries;
- (d) All Participants must register and participate in the City of Edmonton's Building Energy Benchmarking (BEB) program for a minimum of 1 year commencing on the date of a Participant's application. Participants who receive a Rebate but do not complete their participation in the BEB program shall, upon written demand from the City, pay back their Rebate to the City, or any portion thereof demanded by the City.
- (e) The Participant must provide all supporting documentation that are described in the Eligible Measures List, the Program Website, these Terms and Conditions and any additional documentation that is reasonably requested by the Program Administrator;

3.2 Energy Efficiency Upgrade Requirements

All Energy Efficiency Upgrade(s) must satisfy the following requirements:

- (a) All Energy Efficiency Upgrade(s) purchased must be new and cannot have been previously used or installed at any other location;
- (b) The Energy Efficiency Upgrade(s) must be purchased and installed after June 3, 2020;
- (c) The Energy Efficiency Upgrade(s) must be specifically listed in the Eligible Measures List;
- (d) Energy Efficiency Upgrade(s) must meet all of the technical and other requirements described on the Program's Website and in the Eligible Measures List;
- (e) Energy Efficiency Upgrade(s) equipment must meet the Canadian Certification Standards as outlined by the Standards Council Canada for product approval, or equivalent certification by an applicable Certification body such as ULc, ETLc, CSA, etc. Please see <http://www.municipalaffairs.alberta.ca/documents/330-LEG-ECR-2-rev25.pdf> for additional information regarding product approvals and certification bodies; and
- (f) All Energy Efficiency Upgrade(s) must remain installed at the Eligible Property for a minimum of 5 years after installation.

3.3 Installation of Energy Efficiency Upgrade(s)

The installation of all Energy Efficiency Upgrade(s) must meet the following requirements:

- (a) The installation of all Energy Efficiency Upgrade(s) must be permanent and not temporary;
- (b) For Energy Efficiency Upgrade(s) purchased prior to a Program application being submitted, the Energy Efficiency Upgrade(s) must be purchased and fully installed as indicated by the date on the sales receipt or invoice within 30 days from the date the Application is submitted;
- (c) For Energy Efficiency Upgrade(s) purchased after the Program application has been submitted and approved, the Energy Efficiency Upgrade(s) must be installed by the date indicated within the Approval Letter;
- (d) Prior to any installation, the Participant must obtain any necessary permits, including any development, electrical or building permits that may be required;

3.3 Eligible Measures List

Only those Energy Efficiency Upgrade(s) that are on the Eligible Measures List may be considered for a Rebate under the Program. Any Program application that contains an ineligible upgrade, piece of equipment or improvement may be rejected, at the sole discretion of the Program Administrator.

The City reserves the right to amend the Eligible Measures List at any time, without notice and without any liability. A Participant may only apply for Energy Efficiency Upgrade(s) that are on the Eligible Measures List at the time of the Participant's application.

3.4 Ineligible Energy Efficiency Upgrade(s)

The following Energy Efficiency Upgrade(s) are ineligible for Rebates under the Program:

- a) Used or rebuilt Energy Efficiency Upgrade(s);
- b) Any Energy Efficiency Upgrade(s) that were conducted on a Commercial Property prior to June 3, 2020;
- c) Energy Efficiency Upgrade(s) on properties located outside the municipal boundaries of The City of Edmonton;
- d) Any Energy Efficiency Upgrade(s) that is self-installed or not installed by a qualified installer;
- e) Energy Efficiency Upgrade(s) that are located at Provincially and Federally owned and occupied buildings;
- f) Energy Efficiency Upgrade(s) that service private residential suites within multi-family buildings
- g) A leased Energy Efficiency Upgrade(s)

3.5 Ineligible Properties

The following properties are ineligible for Rebates under the Program:

- (a) Any property that has a zoning designation under the City of Edmonton's zoning bylaw #12800 that is not included in the definition of Eligible Property; and
- (b) Any property that has not been in operation for one year; and
- (c) Any property that does not comply with the definition of Eligible Property.

4. Supporting Documentation

4.1 Required Supporting Documentation

Participants must submit the following documents to the Program Administrator, to the satisfaction of the City or the Program Administrator:

- (a) A copy of all Energy Efficiency Upgrade(s) purchase receipts and invoices with installation costs. The receipts and invoice(s) must indicate the date of purchase, Eligible Property location address, full model numbers of the Energy Efficiency Upgrade(s) installed at the Eligible Property, third party equipment identification numbers for DLC and ENERGY STAR qualified equipment, the quantity of each piece of installed Energy Efficiency Upgrade, and the unit price.
- (b) A specification sheet is required for those Energy Efficiency Upgrade(s) as indicated in the Eligible Measures List;
- (c) Satisfactory proof of address and occupancy of an Eligible Property. Satisfactory proof may include a utility bill or other proof which must be satisfactory to the Program Administrator, in its sole discretion;
- (d) Any additional supporting documentation that is required by the Program Administrator to confirm that all Program requirements have been satisfied.

5. How to Participate

5.1 Online Application

Applications for the Program must be completed through the Program's online application system. The application can be completed by either the Participant or the Participant's agent or contractor.

5.2 Notice of Application Status

If an application is approved, the Participant will receive an electronic Approval Letter. An Applicant may access the online application system at any time to view the status of their application.

5.3 Cancellation of Application

Incomplete or inactive applications will be cancelled after 30 days from the time an application is first created in the online application system. Incomplete applications may also be cancelled without notice at the City's discretion.

6. Rebates

6.1 Rebate Amounts for Individual Energy Efficiency Upgrades

Rebate amounts for each individual Energy Efficiency Upgrade shall be those amounts that are set out in the Eligible Measures List.

6.2 Calculation of Rebate Amounts

The calculation of Program Rebates shall be done in accordance with the calculation methods set out on the Program Website. The City reserves the right to amend these Rebate calculations at any time without any liability.

6.3 Maximum Rebate Amounts

Notwithstanding any other term or condition contained herein the maximum rebate Amount for an Eligible Property shall be the maximum amount set out on the Program Website.

6.4 Change in Rebate Amounts

The City reserves the right to change, at any time, the Rebate amounts that may be payable under the Program.

6.5 Stacking of Rebates

A Participant may receive rebates from other energy efficiency programs provided that:

- (a) any other grant or rebate amounts that the Participant has received, or will receive, that relate to Energy Efficiency Upgrade(s) have been disclosed to the Program Administrator;
- (b) the total rebate and grant funds received by a Participant for Energy Efficiency Upgrade(s) does not exceed 100% of the cost of the Energy Efficiency Upgrade(s), which includes equipment purchase and installation costs.

6.6 Rebate Disbursement

Notwithstanding any other term or condition contained herein, the City shall only be obligated to pay a Rebate once the Participant's Program application has been approved and the Participant has complied with all of the applicable Program requirements including all requirements in the Program Website, in the Eligible Measures List and in these terms and conditions.

All Rebate cheques will be made out to and delivered to the Participant.

6.7 Additional Rebate Terms

Notwithstanding any other term or condition contained herein, the payment of a Rebate by the City is subject to the City having available Rebate funds to disburse.

The Participant acknowledges that any Rebate funds may be taxable by the federal, provincial, and municipal government and the Participant shall be solely liable for paying all such taxes.

7. Evaluation, Measurement, Verification and Attributes

7.1 Third Party Evaluation

Participants acknowledge that they may be contacted by a third-party evaluator retained on behalf of the City of Edmonton to verify the installation of the Energy Efficiency Upgrade(s) or be asked to complete a written, oral or electronic participant survey.

For a period of 3 years after a Participant's receipt of a Rebate, the Participant grants to The City of Edmonton the right to reasonably access the Participant's property solely for the purpose of inspecting and verifying the installation of the Energy Efficiency Upgrade(s).

7.2 Environmental Attributes or Products

The Participant agrees to convey ownership to The City of Edmonton, or its successors, all environmental attributes and environmental products that are created or otherwise arise from this project in any jurisdiction. The Participant warrants that said attributes have not been claimed, sold or otherwise transferred to another party.

8. Freedom of Information and Protection of Privacy (FOIP) Act and Reporting Requirements

8.1 Collection of and Consent to Use Personal Information

Collection of personal information is authorized by section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act*. Your name, email address, mailing address, phone number and direct deposit banking information will be used to administer the Program and associated Rebates. Information provided by a Participant, their agent or their contractor is used

to operate, administer or assess the Program or these Terms and Conditions. If you have any questions about the collection and use of your personal information, contact the Project manager at 780 442 0259, Edmonton Tower, 10111-104 Avenue, T5J 4X1.

8.2 Disclosure of Eligible Property Information and Energy Efficiency Upgrade(s)

Participants hereby authorize the City of Edmonton to disclose publicly information regarding the Eligible Property and the Energy Efficiency Upgrade(s) limited to the building name, building type, address and list of measures completed.

In addition, the Participant agrees that the City may use all detailed information related to the Energy Efficiency Upgrade(s) for Program evaluation and performance.

8.3 Progress Reporting

The Participant shall fully cooperate with the City of Edmonton in reporting progress on the installation of the Energy Efficiency Upgrade(s).

The Participant is responsible for submitting the necessary information requested at the time of submission as explained on the Program Manual.

9. Additional Terms and Legal

9.1 Use of City Logo or City Trademarks

Participants are prohibited from using any City logo or trademark without the express written consent of the City, including The City of Edmonton logo or any name or logo associated with the Program.

9.2 Breach of Terms and Conditions

Any breach of any Program requirements set out on the Program Website, Program Manual, Eligible Measures List or these terms and conditions will void the Participant's application and/or participation in the Program and the Participant, upon the written demand of shall be required to repay any Rebate funds that have been disbursed.

9.3 Limitation and Release of Liability

The City's liability is strictly limited to paying approved Program Rebates in accordance with the Program requirements and these terms and conditions. The City, its agents, employees and those for whom the City is in law responsible shall not be liable to the Participant or any other person, for any other losses or damages whatsoever that arise from, or are in connection with, the Program. The Participant expressly releases the City from any and all such liability.

9.4 No Liability for Contractor

Neither the City nor the Program Administrator shall be liable to the Participant or to any other party for:

- (a) a contractor's and/or installer's failure to perform or properly install Energy Efficiency Upgrade(s);
- (b) failure of an Energy Efficiency Upgrade energy-saving equipment to properly work;
- (c) any damage to the Participant's premises caused by a contractor and/or installer; and
- (d) any and all damages to property or injuries to persons caused by or arising from any activities associated with the purchase and installation of Energy Efficiency Upgrade(s).

9.5 No Representation or Warranty

The Participant agrees that the City makes no representation or warranty with respect to the:

- (a) suitability of the Program for the Participant;
- (b) suitability, quality, workmanship or fitness of any Energy Efficiency Upgrade purchased and installed by a Participant;
- (c) any energy or cost savings associated with any Energy Efficiency Upgrade. Emission and energy savings are estimates and will vary from project to project depending on individual circumstances;
- (d) the performance of any installed Energy Efficiency Upgrade; and
- (e) the quality or workmanship of any contractor retained by the Participant to install Energy Efficiency Upgrade(s).

9.6 Indemnity

The Participant agrees to indemnify and hold harmless the City, its agents, employees and those for whom the City is in law responsible from and against any and all losses, claims, demands, payments, damages, judgments, expense, actions, causes of action and costs arising out of or in consequence of their participation in the Program.

9.7 Revocation of Application

The City of Edmonton may review its records with respect to business licensing, taxation, assessment and other claims prior to making any payment of a Rebate to the Participant. The City reserves the right to revoke any approved Program application if a Participant owes the City any money or there are any overdue accounts relating to the Participant.

9.8 Amendment of the Program and Terms and Conditions

The City reserves the right to amend the Program requirements or these Terms & Conditions at any time without notice.

9.9 Cancellation or Termination of Program

The City reserves the right to cancel or terminate the Program at any time and for any reason whatsoever.

Participant Signature

All Information is required. For a Participant's application to be complete, this must be printed, signed and submitted as part of the application.

First Name

Last Name

Organization Name

Phone Number

Email Address

Eligible Property Name

Eligible Property Address

By my signature below, I represent to the City that (i) the Rebate Application has been completed truthfully and accurately to the best of my knowledge, and (ii) I have read, understand and agree to the Terms and Conditions.

Printed Name

Signature

Date