

City of Edmonton's Home Energy Retrofit Accelerator Program

*An energy efficiency rebate
program for residential
single-family homes*

Program Terms and Conditions

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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 Home Energy Retrofit Accelerator program seeks to provide prescriptive rebates for energy efficiency upgrades made to Eligible Properties within the City of Edmonton. The Program is designed to accommodate, align, and stack with available municipal, provincial, or federal initiatives as they are, or become available. In this way, the Program will assist Participants in Eligible Properties to improve the energy efficiency of their homes through energy efficient upgrades.

1. Definitions

In these terms and conditions:

- 1.1 **"Application"** means a Program Rebate application made by a Participant after the installation of all the Eligible Upgrade(s) is/are completed;
- 1.2 **"Approval Letter"** means a letter or email that will be sent to Participants who are approved for Rebates under the Program;
- 1.3 **"Eligible Property"** means a property:
 - a) that is located within The City of Edmonton municipal boundaries and is one of the following types of structures:
 - i. Single-family detached with or without an secondary suite
 - ii. Single-family semi-detached with or without an secondary suite
 - iii. Single-family row or townhome with or without an secondary suite
 - iv. Mobile home set on a permanent foundation intended for year-round occupancy
 - b) that is considered an existing or new home under NRCan's ERS;
 - c) that is occupied (by a homeowner, or tenant) year-round.
- 1.4 **"Eligible Evaluation"** means a version 15 ERS evaluation that includes a renovation upgrade report performed on an Eligible Property that satisfies all applicable Program requirements, that is associated with the Participant's Eligible Property and is performed by a registered Energy Advisor;
- 1.5 **"Eligible Products & Services List"** means the comprehensive list of all Eligible Upgrades and Eligible Evaluations as posted on the Program Website within the Program User Guide that may be eligible for Rebates under the Program, as amended from time to time;
- 1.6 **"Eligible Upgrade"** means an energy efficient enhancement, improvement or upgrade to an Eligible Property which is included within the Eligible Products & Services List and satisfies all the applicable Program requirements;

- 1.7 **“Energy Advisor”** means an energy advisor who is approved by NRCan to perform ERS evaluation services;
- 1.8 **“Enrollment”** means the submission of an online registration form which initiates a Participant's participation in the Program;
- 1.9 **“Edmonton’s Home Energy Map”** means the interactive map publicly available on the internet where EnerGuide labels and home addresses of participating properties are posted;
- 1.10 **“ERS”** means the EnerGuide Rating System created and regulated by NRCan which provides a systematic evaluation of new and existing homes based on a comprehensive evaluation of the energy components of the home including the building envelope and mechanical systems, and includes a blower door test to evaluate the airtightness of the structure;
- 1.11 **“New Home Builder”** means a Participant who is a legal entity in the business of building homes;
- 1.12 **“NRCan”** means, Natural Resources Canada, a division of the federal government;
- 1.13 **“Participant”** means an owner of an Eligible Property, who makes an Application and participates in the Program;
- 1.14 **“Program”** means the City’s energy efficiency rebate program entitled Home Energy Retrofit Accelerator (HERA) providing home labelling and retrofit rebates to Participants from Eligible Properties;
- 1.15 **“Program Administrator”** means Summerhill Group Inc. or such other program administrator as may be appointed by the The City of Edmonton;
- 1.16 **“Program User Guide”** means the user guide for the Program which contains Program details, requirements and the Eligible Products & Services List;
- 1.17 **“Program Website”** means the website for the Program, which contains Program details and requirements, Participation requirements, application forms, and the Eligible Products & Services List;
- 1.18 **“Rebate”** means financial rebates that may be paid by the City of Edmonton to a Participant under the Program;
- 1.19 **“SO”** means a service organization which is licensed to deliver the ERS by NRCan;

2. Applications

2.1 First Come First Serve Basis

Subject to these terms and conditions, all Applications received under the Program shall be dealt with by the Program Administrator on a first-come, first-serve basis.

2.2 Application Dates

Participants must comply with and meet all applicable Program dates, including without limitation the Application dates, which are set out on the Program Website.

If the Participant fails to comply with or meet any applicable Application Program date, then, at the sole discretion of the Program Administrator or City, the Participant's Application may be rejected or an approved Application may be revoked.

2.3 Application Rejection

All 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 User Guide, Eligible Products & Services List, and these terms and conditions. Any Application that is either incomplete or does not comply with any Program requirements at the time the Application is processed by the Program Administrator may be rejected at the sole discretion of the Program Administrator.

2.4 Cancellation of Application

Participants that :

- a) have not submitted their Application within 18 months from the date of the Participant's Enrollment in the Program ; or
- b) have not submitted all supporting documentation required by the Program Administrator within 30 days of the Program Administrator's receipt of the Application;

may have their Enrollment in the Program terminated or their Application be cancelled by the Program Administrator in the Program Administrator's sole discretion.

2.5 Revocation of Application

The City of Edmonton may review a Participant's Application against its records concerning business licensing, taxation assessment, and other claims before making any payment of a Rebate to the Participant. The City reserves the right to either reject an Application or revoke any approved Program Application if a Participant owes the City any money, or there are overdue accounts relating to the Participant.

2.6 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 complied with all Program requirements and Eligible Upgrade 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

In addition to any requirements described on the Program Website or in the Program User Guide, all Participants must satisfy the following general eligibility requirements:

- a) A Participant must be an owner of an Eligible Property;
- b) A Participant must be 18 years of age or older;
- c) Eligible Upgrades must be purchased for and installed at an Eligible Property located within the City of Edmonton municipal boundaries;
- d) For each Eligible Property, an Eligible Evaluation must be provided by the Participant (or a designated Energy Advisor or SO) to the Program Administrator with their consent that certain details be shared publicly via Edmonton's Home Energy Map. Participants who have received Rebate funds and subsequently request their Eligible Property's ERS label be removed from Edmonton's Home Energy Map will be considered. Requests to remove ERS labels and/or associated information may be approved at the discretion of the City of Edmonton without penalty if a reasonable safety concern is raised. Otherwise, participants who have their ERS labels removed without justification and City approval will, upon written demand from the Program Administrator or the City, pay back the Rebate funds the Participant received.

3.2 EnerGuide Rating System Evaluation Requirements

Eligible Evaluations must satisfy the following requirements to be eligible for Enrollment, or the post-retrofit EnerGuide evaluation rebate:

- a) The Eligible Evaluation must be performed at an Eligible Property on behalf of a Participant that satisfies the eligibility criteria as mentioned in 3.1;
- b) The ERS evaluation must be version 15 and include the renovation upgrade report service;
- c) The Eligible Property must have been successfully enrolled in the Program by the Participant, and document submission must have been completed by the Participant, Energy Advisor or the SO;
- d) The Eligible Evaluation must have been submitted to NRCAN by the Energy Advisor or the SO they are associated with on behalf of the Energy Advisor and data must be available to the Program from NRCAN.

3.3 Eligible Upgrade Requirements

All Eligible Upgrade(s) must satisfy the following requirements to be eligible for Rebate(s):

- a) All Eligible Upgrade(s) purchased must be new and cannot have previously been used or installed at any other location;
- b) Eligible Upgrade(s) must be purchased and installed after an Eligible Evaluation is completed and after the Program launch date unless the Participant is eligible under the emergency heat replacement scenario as described on the Program Website.
- c) Eligible Upgrade(s) must be specifically listed in the most current version of the Eligible Products & Services List available on the Program Website;
- d) Eligible Upgrade(s) must meet all of the technical and other requirements described on the Program's Website and in the Eligible Products & Services List;

- e) Eligible 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.
- f) All Eligible Upgrade(s) must remain installed at the Eligible Property for a minimum of five (5) years after installation.
- g) All Eligible Upgrade(s) must be owned by the Participant.

3.4 Installation of Eligible Upgrade(s)

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

- a) The installation of all Eligible Upgrade(s) must be permanent and not temporary;
- b) Eligible Upgrade(s) must be installed within the Eligible Property within 18-months of the Participant's Enrollment in the Program;
- c) Eligible Upgrade(s) must be installed in accordance with all applicable laws including without limitation the requirement to obtain any necessary permits, and the use of regulated tradespersons to complete installations as required.

3.5 Eligible Products & Services List

Only those Eligible Upgrade(s) that are on the Eligible Products & Services List may be considered for a Rebate under the Program. Any Application that contains an ineligible upgrade, equipment, or improvement may be rejected, at the sole discretion of the Program Administrator or City.

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

3.6 Ineligible Upgrade(s)

The following upgrades are ineligible for Rebates through the Program:

- a) Used or rebuilt equipment which would otherwise satisfy the criteria of an Eligible Upgrade;
- b) Any otherwise Eligible Upgrade(s) completed prior to the Program launch date;
- c) Otherwise Eligible Upgrade(s) installed in properties outside the municipal boundaries of the City of Edmonton;
- d) Any otherwise Eligible Upgrade(s) which are installed without compliance with applicable laws, including the obligation to obtain any necessary permits, or the use of regulated tradespeople as required by law;
- e) Installation of Eligible Upgrade(s) on accessory buildings including garages, covered porches, outbuildings, workshops as determined in the sole discretion of the Program Administrator or City;
- f) Installation of Eligible Upgrade(s) at properties other than an Eligible Property.
- g) Installation of otherwise Eligible Upgrade(s) on a property that has not completed an ERS "D" evaluation.

3.7 Ineligible Properties

The following properties are ineligible for participation under the Program:

- a) Any property which is outside of the municipal boundaries of the City of Edmonton;

- b) Any property which is not accepted into ERS by NRCan;
- c) Leisure properties or those properties that are not utilized for year-round residential occupancy.

4. Supporting Documentation

4.1 Required Supporting Documentation

The Participant must provide all product-specific supporting documentation as listed in the Eligible Products & Services List, the Program Website, the Program User Guide and these terms and conditions and any additional documentation that is reasonably required by the Program Administrator or the City.

If the Participant fails to provide any applicable supporting documentation in the manner and time frame required, then, at the sole discretion of the Program Administrator or the City, an Application may be rejected or revoked and any Rebate funds disbursed to a Participant shall be repaid to the City.

Existing Homes

The documents described below are required for participation and evaluation of Rebate applications for Eligible Evaluations or Eligible Upgrade(s). They must be supplied by the Participant to the Program Administrator, to the satisfaction of the City or the Program Administrator:

- a) Eligible Evaluations
 - i. The Participant's Energy Advisor is required to provide the ERS label, the Homeowner Information Sheet, the Renovation Upgrade Report and a photo of the front of the Eligible Property;
 - ii. The Participant's Energy Advisor is required to submit the results of any Eligible Evaluation to NRCan within the timelines defined by NRCan's ERS procedures such that home data can be requested from NRCan to confirm the Eligible Evaluation by the Program Administrator.
- b) Eligible Upgrade(s)
 - i. A copy of all invoices and/or receipts for Eligible Upgrade(s) including product and installation costs, where applicable, will be required to be attached to the Application submitted by the Participant. Invoices for Eligible Upgrade(s) must identify the Eligible Property by address;
 - ii. Photos of completed work are required for Eligible Upgrade(s) through the Application by the Participant as defined in the most current version of the Eligible Products & Services List;
 - iii. Where not included on the invoice/receipt itself, a specification sheet including the make and model number of installed Eligible Upgrade(s) will be required;
 - iv. Any additional supporting documentation that is listed within the Eligible Products & Services List or is required by the Program Administrator to confirm that all Program and Eligible Upgrade requirements have been satisfied.

New Home Construction

Only enrolled New Home Builders are eligible for EnerGuide rebates for newly constructed homes. The following documents are required for evaluation of Eligible Evaluations submitted to the Program by an SO on behalf of a New Home Builder:

- a) The ERS label associated with an Eligible Evaluation of the newly constructed home is required;
- b) A photo of the front of the home;
- c) The Participant's Energy Advisor is required to submit the results of any Eligible Evaluation to NRCAN within the timelines defined by NRCAN's ERS procedures such that home data can be requested from NRCAN to confirm the Eligible Evaluation by the Program Administrator.

If the Application is approved, the SO acting on behalf of the New Home Builder will share all ERS labels, photos and data for the New Home Builders newly constructed homes with the City for the duration of the Program.

5. Rebates

5.1 Rebate Amounts for Eligible Evaluations and Eligible Upgrade(s)

The Rebate amounts for all Eligible Evaluations and Eligible Upgrades are set out in the Eligible Products & Services List. The City reserves the right to amend the Rebate amounts at any time without any notice or liability.

5.2 Calculation of Rebate Amounts

The calculation of Program Rebates shall be done in accordance with the calculation methods set out in the Program User Guide. The City reserves the right to amend the Rebate calculations or the methods for calculating the Rebates at any time without any notice or liability.

5.3 Maximum Rebate Amounts

Notwithstanding any other term or condition contained herein the maximum rebate amount for an Eligible Property, any Eligible Upgrade or Energy Evaluation shall be the maximum amount set out in the Program User Guide.

5.4 Change in Rebate Amounts

The City reserves the right to change, at any time, the Rebate amounts that may be payable under the Program without any notice or liability.

5.5 Stacking of Rebates

A Participant may receive funding or rebates from other sources or programs for Eligible Evaluations or Eligible Upgrade(s) provided that:

- a) Any other grant or rebate amounts that the Participant has received, or may receive, that relate to their Program Application have been disclosed to the Program Administrator;
- b) The total amount of all sources of rebates or funds received by a Participant for Eligible Evaluations does not exceed 100% of the total cost of the Eligible Evaluations before GST, not including air sealing and HERA bonus rebates.
- c) The total amount of all sources of rebates or funds received by a Participant for Eligible Upgrade(s) does not exceed 100% of the total cost of the Eligible Upgrade(s), which includes equipment purchase and installation costs before GST.

- d) If the combined total for all expected rebates and grant funds exceeds the limits set out in sections 5.5(b) or (c) of a specific Eligible Evaluation or Eligible Upgrade(s) then the Program Rebate amount will be reduced below what the Participant might otherwise be eligible for.

Program Participant information will be shared with other organizations who offer energy efficiency rebate programs, including ERS rebates, for the purposes of monitoring compliance with this Section.

5.6 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 on the Program Website, in the Eligible Products & Services List, the Program User Guide, and these terms and conditions.

All Rebate proceeds will be in Canadian dollars, paid by cheque, made out to the Participant and delivered to the Participant at the recorded mailing address on the Application, as may be subsequently updated by the Participant.

6. Evaluation, Measurement, Verification, and Attributes

6.1 Rebate Disbursement

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

For a period of 3 years after a Participant's receipt of a Rebate, the Participant grants to the City of Edmonton or a third-party retained on behalf of the City of Edmonton the right to reasonably access the Participant's Eligible Property solely to inspect and verify the installation of the Eligible Upgrade(s).

6.2 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 Eligible Upgrade(s) completed at the Eligible Property in any jurisdiction. The Participant warrants that said attributes have not been claimed, sold, or otherwise transferred to another party. If the participant is eligible for Rebate stacking as outlined in Section 5.5 then the environmental attributes will be shared between all funding organizations if applicable, proportionate to the percentage of rebates paid by each program.

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

7.1 Collection of and Consent to Use Personal Information

Personal information is being collected by the City under the authority of section 33(c) of the Alberta *Freedom of Information and Protection of Privacy Act*. The information collected from your participation in the program will be collected and shared with the Program Administrator(s) to determine your eligibility for participation in the program, to communicate with you, to administer the program and obtain feedback to improve the program. Further, the City of Edmonton will obtain your EnerGuide label, your home evaluation data, results and reports from your Energy Advisor and NRCan. The City of Edmonton may use all detailed information related to the Eligible Upgrade(s) and Eligible Evaluation(s)

completed in your home, exclusive of information identifying the Participant, for program evaluation, performance monitoring, and future program planning or potential studies. Information collected is managed and protected under the provisions of the Act.

If you have any questions or concerns about the collection of your personal information, please contact a Senior Environmental Project Manager, located on the 9th Floor, Edmonton Tower (10111 - 104 Ave, Edmonton, AB, T5J 0J4). Phone: (780) 442 0259 Email: change4climate@edmonton.ca

7.2 Disclosure of Eligible Property Information and Eligible Upgrade(s)

The Participant hereby authorizes the City of Edmonton to disclose publicly information regarding the Eligible Property, Eligible Upgrade(s) and Eligible Evaluation(s) (as the case may be) provided such disclosure shall be limited to the building type, address, photos, list of Eligible Upgrade(s) and ERS label. The ERS label and certain data associated with the property will be displayed on the City of Edmonton's online Home Energy Map.

Participant information may also be shared with other organizations who offer energy efficiency rebate programs for the purposes of monitoring compliance of Rebate stacking with Section 5.5 of these terms and conditions.

7.3 Cooperation and Submission of Information

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

The Participant is responsible for submitting all of the necessary Eligible Property information requested at the time of submission of an Application.

8. Additional Terms and Legal

8.1 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.

8.2 Breach of Terms and Conditions

Any breach of any Program requirements set out on the Program Website, Program User Guide, Eligible Products & Services 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 the City shall be required to repay any Rebate funds that have been disbursed.

8.3 Release of Liability

The City, its agents, employees, the Program Administrator and those for whom the City is in law responsible shall not be liable to the Participant or any other party for any other losses or damages whatsoever that arise from or are in connection with, the Program. The Participant hereby releases, waives and forever discharges the City, its agents, employees, the Program Administrator and those for whom the City is in law responsible from all claims, demands, damages, costs, expenses, actions and causes of actions whatsoever, whether in law or equity, howsoever caused, including, without limitation,

the City's negligence or the negligence of the Program Administrator or those for whom the City is by law responsible, arising or related to the Participant's participation in the Program.

8.4 No Liability for Participant's Contractor(s) or Eligible Upgrade(s)

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

- a) A Participant or a Participant's contractor's failure to perform or properly install Eligible Upgrade(s);
- b) The failure of an Eligible Upgrade to perform properly;
- c) Any damage to the Eligible Property caused by a Participant or contractor; and
- d) Any damages to property or injuries to persons caused by or arising from any activities associated with the Program, including without limitation the purchase and installation of Eligible Upgrade(s).

8.5 No Representation or Warranty

The Participant agrees that the City and/or the Program Administrator makes no representation or warranty concerning the:

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

8.6 Indemnity

The Participant agrees to indemnify and hold harmless the City, its agents, employees, the Program Administrator and those for whom the City is in law responsible from and against 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.

8.7 Amendment of the Program Terms and Conditions

The City reserves the right to amend the Program, or any portion thereof, including without limitation, the content of the Program or any Program requirements contained on the Program Website, in the Program User Guide or these terms and conditions at any time without notice or any liability to the Participant.

8.8 Cancellation or Termination of Program

The City reserves the right to cancel or terminate the Program at any time and for any reason whatsoever without any liability.