

## CLEAN ENERGY IMPROVEMENT AGREEMENT

This Agreement is effectively dated \_\_\_\_\_.

BETWEEN:

**THE CITY OF EDMONTON**  
A Municipal Corporation  
(the “Municipality”)

- and -

**“OWNER(S)”**  
(the “Participant”)

### PARTICIPANT’S RIGHT TO CANCEL

The Participant may cancel this agreement for any reason within 10 days of the Participant’s receipt of a fully executed copy of this agreement.

To cancel this agreement, the Participant must give written notice of cancellation to the Municipality at the address in section 15.1 of this agreement.

### BACKGROUND:

- A. The Participant is the legal and beneficial owner of the Property;
- B. The Participant wishes to install certain Clean Energy Improvements on the Property and obtain the Municipality Financing for the Project;
- C. The Participant has submitted a Project Application Form to the Program Administrator to enter into the Program, and that Project Application Form has been approved.

### AGREEMENT:

In consideration of the mutual covenants set out in this Agreement and such other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

#### 1. DEFINITIONS

- 1.1. Each of the following words and phrases used in this Agreement shall have the following meaning unless otherwise specifically provided:
  - (a) “**Administration Fee**” means the administration fee of 1.575% of the Municipality Financing, up to a maximum of 5% of the Capital Cost, calculated and paid by the Participant through the Clean Energy Improvement Tax as contemplated by the Bylaw;
  - (b) “**Advance**” means a sum of money paid by the Municipality to a Contractor on behalf of a Participant in advance of the installation, that may equal up to 10% of the sum of the Capital

Costs, Professional Service costs and the Incidental Costs, and is considered an advance paid portion of the total Municipality Financing;

- (c) **“Agreement”** means this Agreement including all of the attached schedules, executed change orders, and Completion Notice(s);
- (d) **“Business Days”** means any day from Monday to Friday inclusive, except for any day that is a statutory holiday in Alberta;
- (e) **“Bylaw”** means City of Edmonton Bylaw 20678 Clean Energy Improvement Program Tax Bylaw ;
- (f) **“Capital Cost”** means the cost to purchase and install a Clean Energy Improvement, but does not include Professional Service costs or Incidental Costs;
- (g) **“Change Order”** means an instruction, in writing, issued by the Program Administrator to the Municipality and the Participant, and signed by all parties, to make material changes to the Project, including updates to any Municipal Financing or Clean Energy Improvement Tax amounts, additions, changes or deletions be made to Clean Energy Improvements or project specifics, in accordance with the process set out in Article 11 of this Agreement;
- (h) **“Clean Energy Improvement Tax”** means a tax levied on the Property pursuant to the Bylaw and the *Municipal Government Act* (Alberta) which tax is equal to:
  - (i) the amount of the Municipality Financing provided to the Participant for the applicable Clean Energy Improvement, including Tax; plus
  - (ii) the interest on the Municipality Financing in (i) of “INTEREST RATE TBD” per annum, or as otherwise updated to a lower interest rate in writing by the Municipality; plus
  - (iii) the Administration Fee;with the annual charge for repayment of this amount set out in the Completion Notice;
- (i) **“Clean Energy Improvement”** means a renovation, adaptation or installation on the Property that:
  - (i) will increase energy efficiency or the use of renewable energy on that property;
  - (ii) meets the criteria or requirements of an upgrade set out in the Bylaw and Program; and
  - (iii) will be paid for in whole or in part by Municipality Financing;
- (j) **“Commencement Date”** means the date of issue of the Installation Authorization Notice;
- (k) **“Completion Date”** means the day 6 months after the Commencement Date, or any other date agreed to by the Parties in writing, and is the date the entire Project must have reached Substantial Performance, and all necessary Upgrade Completion Forms have been submitted;
- (l) **“Completion Notice”** means a document delivered to the Participant after payment of any Municipality Financing, that sets out a summary of the final costs and the current Clean Energy Improvement Tax amount owing under this Agreement;
- (m) **“Contractor”** means a contractor that:

- (i) has been qualified under the Program; and
  - (ii) has been retained by the Participant to complete the Project through a Project Agreement;
- (n) **“Eligible Property”** means a property which qualifies for the financing of Clean Energy Improvement(s) under the Regulation, the Bylaw and the Program terms and conditions;
- (o) **“EnerGuide Home Evaluation”** means an energy audit adhering to either pre- or post-Project version 15 EnerGuide Home Evaluation specifications performed by a registered NRCan Energy Advisor;
- (p) **“Incidental Costs”** means any costs or amounts expended on preparation or upgrading the Property that are incidental to the installation of the Clean Energy Improvement(s) on the Property, and are required for successful execution of the Project;
- (q) **“Installation Authorization Notice”** means the notification provided by the Program Administrator to the Participant to authorize the start of Clean Energy Improvement installations;
- (r) **“Maximum Financing Amount”** means the sum of \$50,000 or the total sum of the tax where the annual payment is no more than “ANNUAL PROPERTY TAX” per year, whichever is the lesser, and is the maximum amount of Municipality Financing the Participant is eligible to receive for the Project pursuant to the Bylaw and the *Clean Energy Improvements Regulation, AR 212/2018*;
- (s) **“Municipality”** means The City of Edmonton;
- (t) **“Municipality Financing”** means the amount of funds provided by the Municipality to the Participant for any Clean Energy Improvement,
- (i) as set out by this Agreement and summarized in the Completion Notice and Notice Summary,
  - (ii) required to be repaid under this Agreement as part of the Clean Energy Improvement Tax,
  - (iii) that equals the sum of the eligible Capital Costs, Professional Service costs and the Incidental Costs, including any portion paid as an Advance, and
  - (iv) the total of which cannot exceed the Maximum Financing Amount;
- (u) **“Net Zero”** means a building that generates at least as much energy as it consumes on an annual basis;
- (v) **“Notice”** means any notice, demand or other communication required or permitted to be given under this Agreement;
- (w) **“Notice Summary”** means a document delivered to the Participant after the post-Project version 15 EnerGuide Home Evaluation, that marks that the entire Project has been completed pursuant to the requirements of this Agreement, and sets out a complete final summary of the information as indicated in all Completion Notice documents under the Project;
- (x) **“Participant”** means “OWNER(S)”

- (y) **“Party”** means either the Participant or the Municipality as the context warrants and **“Parties”** means both of them;
- (z) **“Payment Term”** means the term starting on the date a Clean Energy Improvement Tax is levied on the Property and ending upon the date the Municipality is calculated to receive full payment of the Clean Energy Improvement Tax as set out in section 6.5;
- (aa) **“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 Clean Energy Improvement or Incidental Costs;
- (bb) **“Program”** means the Clean Energy Improvement program established and operating under the terms of Division 6.1 of the *Municipal Government Act*, as developed by the Municipality and the Program Administrator pursuant to which financing is provided for Clean Energy Improvements;
- (cc) **“Program Administrator”** means the Alberta Municipal Services Corporation (operating as Alberta Municipalities) as appointed by the Minister in Ministerial Order 34/2021;
- (dd) **“Project”** means the Clean Energy Improvement(s) to be installed and constructed on the Property under this Agreement as described in Schedule A;
- (ee) **“Project Agreement”** means the agreement between the Participant, the Contractor and the Program Administrator in which the Participant retains the Contractor to complete the Project or portions of the Project;
- (ff) **“Project Application Form”** means the document submitted by the Participant to the Program Administrator, with the assistance of the Contractor, in the form acceptable to the Program Administrator, defining the Project that has been accepted by the Program Administrator;
- (gg) **“Property”** means the land and premises located in the City of Edmonton, Alberta which is an Eligible Property and which is legally described as:
- Parcel Identifier: “ADDRESS”  
Legal Description: “LEGAL LAND DESCRIPTION”  
  
EXCEPTING THEREOUT ALL MINES AND MINERALS;
- (hh) **“Substantial Performance”** means the date on which all required approvals of public authorities having jurisdiction over the particular Clean Energy Improvement have been obtained and that Clean Energy Improvement is ready for use or is being used for its intended purpose; and
- (ii) **“Upgrade Completion Form”** means the form completed and submitted by the Participant to the Program Administrator, once a Clean Energy Improvement has reached Substantial Performance, which confirms:
- (i) the final costs, including Capital Costs, Professional Service costs, and the Incidental Costs for each Clean Energy Improvement completed,
- (ii) the Municipality Financing requested; and

(iii) any direction setting out Property owner reimbursement, if applicable.

1.2 This Agreement includes the following attached schedules:

- (a) Scope of Project Financing;
- (b) Executed Consent to Disclose Data and Release of Information Form;
- (c) Sample Change Order (and any executed Change Orders if applicable); and
- (d) Sample Assignment, Novation and Release Form.

## **2. THE PROJECT**

2.1 The Participant and the Municipality acknowledge and agree that the scope of the Project is as set out in Schedule "A" and that changes to the Project may only be made with the written consent of the Participant and the Municipality, via the Change Order process pursuant to Article 11.

2.2 The Participant acknowledges and understands that:

- (a) a minimum of three Clean Energy Improvements must be completed at the Property, unless the applicant property had successfully accessed Program financing previously or can provide confirmation satisfactory to the Municipality that they are pursuing Net Zero, and
- (b) that a portion of the Municipality Financing must be used for each of the specified Clean Energy Improvements for the Participant to be eligible to receive or continue to be entitled to any Municipality Financing;

2.3 The Participant shall ensure that all supporting documentation necessary to complete the Project, which may include Permits, licenses, and building occupancy permits, are obtained and shall provide copies if requested by the Municipality.

2.4 The Participant shall commence the Project by the Commencement Date and have all Upgrade Completion Forms for each Clean Energy Improvement of the Project submitted by the Completion Date.

2.5 The Term of this agreement begins on the effective date indicated at the top of this agreement and ends one day after all Clean Energy Improvement Taxes governed by this Agreement have been paid in full.

## **3. CONDITIONS PRECEDENT**

3.1 Notwithstanding any other provision contained in this Agreement, it is expressly understood and agreed to by the Municipality and the Participant that the Participant's participation in the Program, in the manner herein contemplated, is expressly subject to and conditional upon the following conditions:

- (a) The Participant has entered into a Project Agreement;
- (b) The Participant has provided the Program Administrator with proof of an eligible pre-retrofit EnerGuide Home Evaluation on the Property;
- (c) The Participant has submitted all Project documentation for each Clean Energy Improvement as required by the Program, and in particular as required for the

Installation Authorization Notice;

- (d) The Participant has provided an executed Consent to Disclose Data and Release of Information Form, attached as Schedule B.

3.2 If the Conditions Precedent are not waived in writing or fulfilled (as the case may be) on or before the Commencement Date, then:

- (a) this Agreement shall be deemed to have been mutually terminated by the Municipality and the Participant;
- (b) all rights and obligations of the Municipality and the Participant pursuant to this Agreement shall be at an end;
- (c) the Municipality shall not have any further obligation or liability to the Participant, and the Participant shall have no further rights as against the Municipality, including any claim to damages.

#### **4. PARTICIPANT'S COVENANTS AND RESPONSIBILITIES**

4.1 The Participant covenants that:

- (a) The Participant is the registered, legal and beneficial owner of the Property and has the full right, power and authority to enter into this Agreement and the Project Agreement and perform all of the obligations contained therein;
- (b) The Participant has obtained the consent of all parties with a mortgage or other financial interest, encumbrance or charge in the Property, to participate in the Program, if applicable;
- (c) the Property is an Eligible Property;
- (d) the Participant has not had any property tax arrears on this Property, or any other property owned by the Participant, in the past 5 years;
- (e) the Participant is not in default of any payments under any mortgage or charge on the Property; and
- (f) the amount expended on and claimed as Incidental Costs will not exceed 15% of the total Capital Costs of the Clean Energy Improvement.

4.2 The Participant acknowledges and agrees that it is the Participant's sole responsibility to complete the Project by retaining the necessary Contractors, providing any required information or documentation to the Municipality or Program Administrator, and taking any other actions necessary to ensure the Project is completed by the Completion Date.

4.3 The Participant acknowledges and agrees that the Municipality takes no responsibility for and has no involvement in:

- (a) retaining the Contractor or any other person to complete the Project;
- (b) the legislated responsibilities of the Program Administrator;
- (c) achieving the Participant's covenants and responsibilities under section 4.1; or
- (d) the completion of the Project or in ensuring its completion, quality, or suitability.

4.4 The Participant is solely responsible for any action he or she may take that adversely affects the Contractor's ability to complete the Project in a timely manner. The Participant further acknowledges and agrees that the Municipality, and the Program Administrator have no responsibility or liability to the Contractor or Participant for the completion of the Project, including, without limitation, any delays, errors, or defects in the completion of the Project, any negligence of the Contractor in the completion of the Project, the Contractor's failure to complete the Project, any failure to make payment to the Contractor or any other person retained to complete the Project, or the discharge of any liens on the Property.

4.5 The Participant must obtain a post-project EnerGuide Home Evaluation and submit it to the Program Administrator within 6 weeks of the Completion Date, or 6 weeks of submitting the final Upgrade Completion Form necessary for the completion of the Project, whichever is sooner.

(a) If the Participant does not submit a post-project EnerGuide Home Evaluation within the time indicated above, the Participant will not be eligible for Municipality Financing and will have breached this Agreement as indicated in section 13.1(a).

## **5. MUNICIPALITY FINANCING**

5.1 The initial approved Municipality Financing is set out in Schedule A.

(a) The Participant is entitled to claim up to the approved amount of Municipality Financing for each Clean Energy Improvement as set out in the applicable table in Schedule A Part 2.

(b) The approved Municipality Financing set in any table under Part 2 of Schedule A may only be amended with the execution of a Change Order under Article 11.

(c) If the approved Municipality Financing amount in the applicable Part 2 of Schedule A for any Clean Energy Improvement is greater than the final Municipality Financing amount paid, the Participant may submit an Article 11 Change Order request for the excess financing available to be applied to another Clean Energy Improvement under the Project, of which approval is at the sole discretion of the Municipality.

(d) A summary of the corrected amounts owed by the Participant to the Municipality through all Clean Energy Improvement Taxes as set out by this Agreement, will be provided to the Participant in the Completion Notice, and Notice Summary, and is dependent on the true Municipality Financing amounts paid for each Clean Energy Improvement in alignment with the calculation in section 5.3.

5.2 Requests for additional Municipality Financing will not be considered unless the initially approved Municipality Financing was less than the defined Maximum Financing Amount.

(a) Requests for additional Municipality Financing, if permitted under this section 5.2:

(i) must be made through the Article 11 Change Order process as required by section 5.1(b); and

(ii) may require additional mortgage holder approval, if requested by the Municipality.

5.3 The final amount of Municipality Financing will be calculated based on the invoices or documentation submitted by the Participant for the completed Clean Energy Improvements, including the Upgrade Completion Form and all executed Change Orders.



- (a) The Municipality Financing will also include the payment of GST on invoices.
- (b) Interest as defined in section 1.1(g)(ii) will begin to accrue on the date that the Clean Energy Improvement Tax is added to the Municipal tax roll.

5.4 The Participant acknowledges and agrees that:

- (a) Municipality Financing, including any Advances, will be paid directly to the Contractor through the Program Administrator, to the benefit of the Participant;
- (b) Notwithstanding (a), if the Participant has paid a deposit to a Contractor for work completed under the Project, and the amount of that deposit has been included in the Municipality Financing approval, a portion of the Municipality Financing equal to that amount may be paid directly to the Participant;
- (c) the Municipality Financing shall be used by the Participant solely for the completion of the Project in accordance with this Agreement and the Project Agreement;
- (d) if the Project is completed as required by this Agreement, the Municipality Financing will be paid back to the Municipality by the Participant through the corresponding Clean Energy Improvement Tax;
- (e) if the Project is not completed, including non-completion pursuant to a breach of sections 2.2 or 2.4, or the Agreement is breached and the Municipality proceeds as directed under section 13.3, the Participant must immediately repay any and all Municipality Financing paid under sections 5.5 and 5.6 of this Agreement;
- (f) the Participant shall be solely responsible for any costs of the Project in excess of the Municipality Financing as set out by section 5.1; and
- (g) the Participant will provide any invoices received from the Contractor in relation to the Project to the Program Administrator within three calendar days of receiving all required supporting documentation from the Contractor to ensure compliance with the Prompt Payment and Construction Lien Act, c P-26.4.

5.5 Except Advances, which are governed by section 5.6, payment of the Municipality Financing will be released pursuant to the following procedure:

- (a) Upon completing the Substantial Performance of one of the Clean Energy Improvement's listed in Schedule A, the Participant shall send the Upgrade Completion Form, final Contractor invoices and other Program documentation as required to the Program Administrator;
- (b) The Program Administrator may be in contact with the Participant to schedule a site inspection to confirm the Clean Energy Improvement has been completed;
- (c) The Parties shall ensure the completion of any necessary Change Orders as required under Article 11 to finalize the amount of Municipality Financing to be paid for the completed Clean Energy Improvement(s);
- (d) The Program Administrator will request the amount of Municipality Financing from the Municipality only once the total is finalized pursuant to the operation of section 5.3; and



(e) The Program Administrator shall be responsible for paying the Contractor or the Participant pursuant to the terms of the Project Agreement.

5.6 Payment of Advances, as a portion of the Municipality Financing, will be released pursuant to the following procedure:

- (a) A Participant will provide notice to the Program Administrator as soon as any advance payment or deposit is requested by a Contractor, and will advise if they wish the deposit to be considered an Advance;
- (b) If an Advance is requested, the Parties shall ensure the completion of any necessary documents as requested by the Program Administrator to finalize the amount of Advance to be paid, and to which Contractor;
- (c) The Program Administrator shall request the Advance from the Municipality once the request is finalized; and
- (d) The Program Administrator shall be responsible for paying the Advance to the Contractor or the Participant pursuant to the terms of the Project Agreement.

5.7 Upon payment of any sums of Municipality Financing through section 5.5, the Municipality shall provide the Participant with a Completion Notice setting out the Municipality Financing paid up to that date, including Advances, and the resulting Clean Energy Improvement Tax summary setting out the corrected amounts owed under this Agreement.

5.9 The Participant hereby authorizes and irrevocably directs the Municipality to disburse the Municipality Financing to the Program Administrator and to pay the Contractor or the Participant, as directed, for the Clean Energy Improvement or any other portion of the Project.

## **6. CLEAN ENERGY IMPROVEMENT TAX**

6.1 Upon the Municipality receiving confirmation from the Program Administrator that Municipality Financing has been paid to the Contractor, or the Participant, and a Completion Notice has been provided to the Participant, the Municipality shall levy a Clean Energy Improvement Tax against the Property.

6.2 The Participant hereby consents to Clean Energy Improvement Taxes being levied by the Municipality on the Property pursuant to the Bylaw, the Regulation and this Agreement, in any form necessary pursuant to the requirements of section 2.2 of this Agreement.

6.3 The Municipality shall notify the Participant when a Clean Energy Improvement Tax has been levied on the Property by providing written notice pursuant to Article 15.

6.4 The notice under section 6.3 shall include a cost breakdown of each item included in the Clean Energy Improvement Tax.

6.5 The Payment Term of the Clean Energy Improvement Tax will be set based on the effective useful life of the Clean Energy Improvement, as determined by the Program Administrator and must be equal to or less than the 20 year program maximum (the "EUL"). The EUL for each eligible Clean Energy Improvement will be posted on the Program Administrator's website. The applicable EUL for each Clean Energy Improvement under this Project will also be referenced in Part 2 of Schedule A as the 'Payment Term in years'.

- 6.6 In the event of a subdivision of the Property, each Clean Energy Improvement Tax shall be allocated as determined by the Municipality acting reasonably pursuant to section 429.1 of the *Municipal Government Act*.
- 6.7 In the event of a consolidation of the Property, any Clean Energy Improvement Tax shall automatically transfer to the consolidated property and the requirements of Article 12 will apply.
- 6.8 In the event of a sale of the Property, any Clean Energy Improvement Tax shall remain on the tax roll of the property pursuant to terms under Article 12.
- 6.9 The Participant acknowledges and agrees that the amount of any or each Clean Energy Improvement Tax for the Property may be revised by the Municipality if the municipal council of the Municipality ever refinances the debt incurred by the Municipality to pay for the Project at an interest rate other than the rate estimated as of the date of this Agreement and the manner by which the costs would be revised.

## **7. PAYMENT OF CLEAN ENERGY IMPROVEMENT TAX**

- 7.1 The owner of the Property shall be liable to pay each Clean Energy Improvement Tax through a property tax levy amortized over the life of the Clean Energy Improvement as set out by the EUL defined in section 6.5.
- 7.2 The Participant, or the owner of the Property pursuant to the operation of Article 12, shall pay each Clean Energy Improvement Tax in the following manner and period:
- (a) The Property owner will receive a notice together with their annual property tax notice setting out the annual payment amount and the entire remaining balance owing.
  - (b) At any time, once a Clean Energy Improvement Tax is levied on the Property by the Municipality, the owner of the Property may pay out that Clean Energy Improvement Tax in full by making a one-time lump sum payment by December 15 of that year at the latest, in an amount determined by the Municipality as the remaining owing total. This effectively ends the Payment Term for that Clean Energy Improvement Tax.
- 7.3 If the Participant fails to pay any Clean Energy Improvement Tax amount by any deadline, the Participant shall be subject to a late payment penalty pursuant to the rates in Bylaw 19394 Penalty Rates for Late Payment of Taxes.

## **8. FREEDOM OF INFORMATION AND CONSENTS**

- 8.1 The Participant acknowledges that the *Freedom of Information and Protection of Privacy Act*, R.S.A 2000, c. F-25 ("FOIP") applies to all information and records provided by the Participant to either the Municipality or the Program Administrator under this Clean Energy Improvement Program and to any information and records which are in the custody or under the control of either the Municipality or the Program Administrator.
- 8.2 The Participant expressly authorizes and consents to allowing the Municipality to disclose information held by the Municipality to the Program Administrator, and agrees that any information, including personal Participant information, provided to either the Municipality and Program Administrator may be shared or disclosed to the other. The information collected, used, or disclosed by the Municipality, or the Program Administrator on behalf of the Municipality, under this Program is collected, used, or disclosed under the authority of section 33(c) of FOIP, and will be used for the

purposes of operating, administering, assessing or reporting on the Program and other City of Edmonton energy transition initiatives. This includes, but is not limited to the purposes set out below:

- (a) to verify or audit a Project Application Form, or determine the Participant's eligibility for the Program;
- (b) to verify the contents of Program applications, including pre-qualification stages 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) General program evaluation, performance monitoring, and future program planning and potential studies, including work done by consultants, agents or subcontractors of the Municipality, both during or after the Program is complete;
- (d) to publicly disclose useful information regarding the Eligible Property, Clean Energy Improvements, and Program results limited to building type, address, photos, list of Clean Energy Improvement(s) and EnerGuide Home Evaluation Results. The EnerGuide Home Evaluation Results and certain data associated with the Property will be displayed on the Municipality's online Home Energy Map;
- (e) scheduling and completing site inspections at the Property through agents or service providers of the Municipality or the Program Administrator;
- (f) to contact the Participant directly by phone, email and other electronic communications for the purposes of Program administration, evaluation, verification, and for collecting market research data related to the Program through surveys and other means.

8.3 Any use and disclosure of the information shall be done in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.A 2000, c. F-25

## **9. INSURANCE**

9.1 The Participant must hold and maintain the following policies of insurance for their Property, from the Commencement Date until all deficiencies in the deficiency list created under the Project Agreement have been remedied to the Participant's satisfaction:

- (a) For a Participant completing the Project on a residential property, homeowners' insurance with a minimum of \$1,000,000 in liability coverage.
- (b) For a Participant completing the Project on a non-residential property; commercial property insurance with a minimum of \$2,000,000 in commercial general liability coverage.

## **10. ACCESS TO THE PROPERTY**

10.1 The Participant hereby grants access to the Property to the Program Administrator, the Municipality, and any third party contracted by either the Program Administrator or the Municipality for 5 years from the Completion Date for the following purposes:

- (a) to allow the Program Administrator to monitor the progress of construction and installation of the Project; and

(b) to allow the Program Administration to confirm the completion of the Project

10.2 The access to the Property shall be granted on the following basis:

- (a) the access shall only be at a reasonable time during the day;
- (b) access will only be requested for the purposes of confirming Clean Energy Improvement completion under this Agreement; and
- (c) the Participant must be given reasonable notice prior to the Program Administrator, the Municipality, or representative thereof, accessing the Property.

## **11. AMENDMENTS VIA CHANGE ORDER**

11.1 The Participant may at any time during the performance of this Agreement, and before all necessary Clean Energy Improvement Taxes are placed on the tax roll of the property, request:

- (a) that additions, changes or deletions be made to Clean Energy Improvements listed in Schedule A, or any updates to Municipality Financing amounts, be made through a Change Order, which act as an amendment to the Project as defined by this Agreement.
- (b) extensions to any Completion Date be approved in writing by the Municipality at its sole and unfettered discretion, and act as a mutual amendment to this Agreement without requiring a formal Change Order.

11.2 The Participant will request the necessary forms for the operation of section 11.1(a) or (b) from the Program Administrator, and will complete the forms and return them to the Program Administrator.

11.3 The Program Administrator will review the completed forms and determine whether the Change Order or extension request has obtained the necessary approvals from the Program Administrator and the Municipality.

11.4 To be valid, a Change Order must be signed by the contractor, the Participant, the Municipality and the Program Administrator and will form part of this Agreement once signed by all Parties and the Municipality. No change to this Agreement shall be made, other than a change anticipated by section 11.1(b), unless in pursuance of a Change Order duly signed by the Municipality.

- (a) A Change Order of a change in value to the Municipality Financing up to \$5,000, a change to any completion date, or additions, changes or deletions made to Schedule A may be signed by the Senior Project Manager of Energy Transition on behalf of the Municipality.
- (b) A Change Order of a change in value to the Municipality Financing up to \$10,000, a change to any completion date, or additions, changes or deletions made to Schedule A may be signed by the General Supervisor of Environmental Community Programs on behalf of the Municipality.

11.5 A Change Order shall not be regarded as conferring an extension to the completion dates unless expressly stipulated.

11.6 Any Change Order required under the Program Administrator's Project Agreement, and approved pursuant to section 11.4 shall also be attached to this Agreement, regardless of whether the Change Order amends this Agreement.

- 11.7 Once the Participant has the final invoices for the Capital Costs, Professional Services costs, and the Incidental Costs for any Clean Energy Improvement, which may include approved Change Orders if applicable, they, or the Program Administrator must submit the finalized totals to the Municipality to request the release of Municipality Financing through the process described in Article 5.
- 11.8 Nothing in this Article 11 - Amendments via Change Order limits the parties from amending by written amending agreement any aspect of this Contract to which this Article does not apply.
- 11.9 The Municipality will use the documents provided pursuant to section 11.7, for the creation of any Completion Notices as required by section 5.7, and the creation of the Notice Summary upon Project completion.
- 11.10 Where a Project Agreement has been terminated pursuant to a default by a qualified contractor, and the Clean Energy Improvement specified in the Project Agreement is not completed, the Clean Energy Improvement will not be eligible for Municipality Financing. If this occurs, the Participant may become re-eligible for Municipality Financing of the Clean Energy Improvement, and will be permitted to sign a new Project Agreement and amend this Agreement through a Change Order if:
- (a) the Participant(s) submits a Change Order request to the Program Administrator identifying a new qualified contractor to complete the Clean Energy Improvement, and identifying any change to the Project, including but not limited to the name of the new Qualified Contractor, changes to the cost of the Clean Energy Improvement and/or service, and changes to the expected Completion Date, and
  - (b) the Change Order request is approved by the Program Administrator and the Municipality.

## **12. SALE AND OPERATION OF THE PROPERTY**

- 12.1 The Participant shall have the unfettered right to sell, transfer, mortgage, encumber, operate or otherwise deal with the Property without the prior approval or consent of the Municipality.
- 12.2 The Participant shall have the option to pay the balance of any Clean Energy Improvement Tax in full before the sale of the Property pursuant to section 7.2(b).
- 12.3 If the Property is offered for sale, the Participant must disclose the existence and contents of this Agreement to all prospective purchasers and to any realtor that has been retained by the Participant.
- 12.4 If the Property is transferred other than by sale, the Participant shall ensure that this Agreement is provided to any person to whom the Property is transferred.
- 12.5 If the Property is sold, or transferred other than by sale, the Participant agrees to facilitate the completion of the Assignment, Novation and Release Form included in Schedule D and append a copy of that form and this Agreement as an attachment to the contract of sale for the Property.
- 12.6 If the Property owner will be updated through sale or transfer, or is otherwise updated before all Clean Energy Improvement Taxes are imposed on the Property, the Participant must provide the Municipality with reasonable notice of the intended change before it takes effect.
- (a) If the Property changes ownership before the Municipality is able to levy a Clean Energy Improvement Tax on the tax roll, the Participant shall immediately repay any Municipality Financing and other charges owing, as determined by the Municipality.

### **13. EVENTS OF DEFAULT AND TERMINATION OF AGREEMENT**

13.1 The Municipality may notify the Participant of an event of default if any of the following occur:

- (a) the Participant breaches or is in breach of any of the Participant's obligations or covenants contained in this Agreement;
- (b) the Project is not complete by the Completion Date and an extension has not been granted through an approved form of amendment or Change Order pursuant to Article 11; or
- (c) the Property has entered into arrears of its property taxes.

13.2 In addition to any of the other remedies available to the Municipality, this Agreement may be terminated immediately by the Municipality by providing the Participant with written notice if:

- (a) there has been an event of default under section 13.1;
- (b) the Project Agreement is terminated for any reason.

13.3 If the Agreement is terminated pursuant to section 13.2, the Participant shall immediately repay any Municipality Financing, unless otherwise indicated by the Municipality.

13.4 Upon termination or expiry of this contract:

- (a) If the termination occurs before Municipality Financing is paid to the Participant, Articles 8, 13, 14 survive and continue in full force and effect; or
- (b) If the termination occurs after Municipality Financing is paid to the Participant, Articles 6, 7, 8, 12, 13, 14 survive and continue in full force and effect; and

the Participant shall have no further rights as against the Municipality, including any claim to damages.

### **14. INDEMNITY AND MUNICIPALITY RELEASE FROM LIABILITY**

14.1 The Participant acknowledges and agrees that neither the Municipality, or the Program Administrator, nor their respective affiliates, agents, successors or consultants will be liable under any theory of relief or recovery to the Participant or the 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 Project or anything done under this Agreement, the Project Agreement, or Program.

14.2 There is no implied nor express representation or warranty by the Municipality, the Program Administrator, or their respective affiliates, agents, subcontractors, successors and assigns related to the design, installation, functionality or performance of the Project or any Clean Energy Improvement installed on the Property, and the Municipality, the Program Administrator and their respective affiliates, agents, successors and assigns expressly disclaim any and all warranties relating to the Project or any Clean Energy Improvement installed on the Property, associated equipment or materials as to workmanship, quality, fitness for purpose or performance

14.3 The Participant indemnifies and saves harmless the Municipality, the Program Administrator and their respective officers, employees, elected officials, members of the board of directors, and agents

from and against any losses, costs, damages, liens, charges, claims, demands, suits, proceedings, recoveries and judgments arising from or related to the Participant's obligations under this Agreement or the Contractor's performance or non-performance of the Contractor's obligations under this Agreement.

## **15. NOTICE**

15.1 In this Agreement any Notice or communication required or permitted to be given under the Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by e-mail transmission, or mailed by prepaid registered post in Canada to the address or e-mail address of each Party set out below:

(a) If to the Participant

Attention:

E-mail:

Mailing Address:

(b) If to the Municipality

Attention: Barbara Daly

E-mail: [barbara.daly@edmonton.ca](mailto:barbara.daly@edmonton.ca)

Mailing Address: The City of Edmonton  
City Environmental Strategies  
8th Floor, Edmonton Tower  
10111 104 Avenue NW  
Edmonton, AB T5J 4X1  
Attention: Barbara Daly

or to such other address or e-mail address as a Party may designate in the manner set out above.

15.2 A Notice or communication will be considered to have been received:

- (a) if delivered by hand during business hours on a business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next Business Day;
- (b) if sent by e-mail during business hours on a Business Day, on that Business Day and if not sent during business hours, upon the commencement of business on the next Business Day; and
- (c) if mailed by prepaid registered post in Canada, upon the fifth Business Day following posting: except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission.



**16. GENERAL**

16.1 Participant(s) Acknowledgment. The Participant confirms that either the Program Administrator reviewed the contents of this Agreement with **“OWNER”** or the named Participant(s) reviewed the contents of the Agreement through the Program Administrator’s virtual walkthrough option, on [date]. The Participant acknowledges that they have read and understand this Agreement and the terms, conditions, limits and exclusions that are specified in this Agreement. The Participant agrees to be bound by its obligations hereunder.

\_\_\_\_\_  
Initial of Participant(s)

Program Administrator confirmation that the Applicant(s)’ identity was verified through a visual check of government issued photo identification

\_\_\_\_\_  
Initials of Administrator Representative

16.2 Independent Legal Advice. The Participant acknowledges that the Participant has been given an opportunity to seek independent legal advice with respect to the terms of this Agreement prior to its execution and has been advised to do so by the Municipality or the Program Administrator.

16.3 Further Assurances. The Parties will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to this Agreement and to make this Agreement legally effective, binding, and enforceable as between them and as against third parties.

16.4 Waivers. The failure of a Party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy contained in this Agreement, will not be construed as a waiver or a relinquishment by that Party for the future of that term, right, or remedy.

16.5 Binding Agreement. This Agreement will bind and benefit each of the Parties including their respective successors and permitted assigns.

16.6 Expenses. Each Participant will pay any expense it incurs in authorizing, executing, and performing this Agreement.

16.7 No Partnership. Neither the execution of this Agreement nor the performance by a Party of any of its rights and obligations under this Agreement will create any partnership between the Parties.

16.8 Assignment. The Municipality may assign its interest, or any portion of its interest in this Agreement without the approval or written consent of the Participant. No Party may assign this Agreement nor any of the Schedules hereto without the prior consent of the other Parties other than by operation of Article 12 of this Agreement.

16.9 Entire Agreement. This Agreement and its attached schedules, along with the Project Agreement and its attached schedules, constitutes the entire arrangement between the Parties with respect to the Project and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral to this Agreement other than as expressly set out or referred to in this Agreement and the Project Agreement.

16.10 Severability. If any term of this Agreement is determined to be invalid or unenforceable, in whole or in part, the invalidity or unenforceability will attach only to that term or part term, and the

remaining part of the term and all other terms of this Agreement will continue in full force and effect. The Parties will negotiate in good faith to agree to a substitute term that will be as close as possible to the intention of any invalid or unenforceable term while being valid and enforceable. The invalidity or unenforceability of any term in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

16.11 Gender and Number. Words in one gender include all genders, and words in the singular include the plural and vice versa.

16.12 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with Alberta law and applicable Canadian law and will be treated in all respects as an Alberta Agreement.

16.13 Time. Time will be of the essence of this Agreement.

16.14 Currency. All transactions referred to in this Agreement will be made in lawful currency of Canada in immediately available funds.

16.15 Amendment. This Agreement may be amended or supplemented only by a written agreement signed by each Party.

16.16 Upgrade Installation

1. Upgrade installation may only commence after:
  - a. the Clean Energy Improvement Agreement and Project Agreement have been executed; and
  - b. the Installation Authorization Notice has been provided to the Participant and Primary Qualified Contractor by Alberta Municipalities (the Commencement Date).
2. All Upgrades must be installed within six (6) months of the Commencement Date.
  - a. Requests for extensions will only be considered, as needed, and at the sole discretion of the Municipality.
  - b. The extension request must be submitted to Alberta Municipalities in writing and requests will be approved or denied only at the discretion of Alberta Municipalities and the Municipality.

16.17 Upgrade Completion

1. Once an Upgrade has been installed, the Participant must submit an Upgrade Completion Form to Alberta Municipalities within 3 calendar 5 business days of the Upgrade reaching Substantial Performance.

16.18 Counterparts. This Agreement may be executed by e-mail, PDF and in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no counterpart contains the signatures of all the Parties.

[The remainder of this page has been intentionally left blank.]

TO EVIDENCE THEIR AGREEMENT each of the Parties has executed this Agreement on the date first appearing above.

By:

Reviewed as to Form

**THE CITY OF EDMONTON (the "Municipality")**

\_\_\_\_\_  
Name:  
Date:

\_\_\_\_\_  
**Name:**  
**Title:**  
**Date:**

Reviewed as to Content:

\_\_\_\_\_  
Name:  
Date:

Witness for Participant:

\_\_\_\_\_  
**("Participant")**

\_\_\_\_\_  
Name

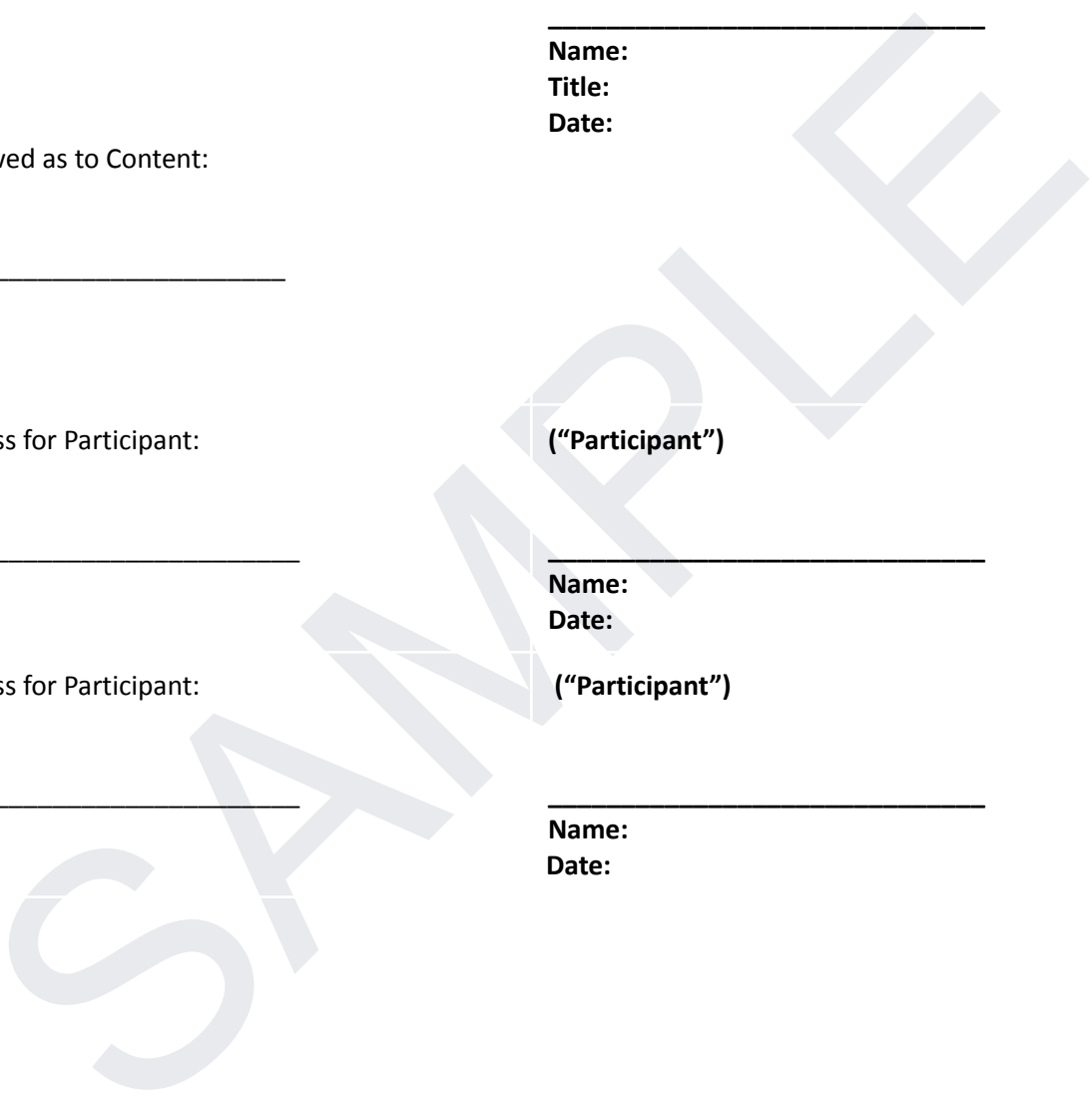
\_\_\_\_\_  
**Name:**  
**Date:**

Witness for Participant:

\_\_\_\_\_  
**("Participant")**

\_\_\_\_\_  
Name

\_\_\_\_\_  
**Name:**  
**Date:**



**Schedule A: SCOPE OF PROJECT**

**Part 1**

<b>CEIP Project ID</b>	EDMO-R-24-0000####
<b>Property Tax Roll Number</b>	

<b>APPLICATION SUMMARY</b>		
<b>UPGRADES</b>	<b>TOTAL PROJECT COSTS (estimated)</b>	<b>ELIGIBLE UPGRADE COSTS, PLUS ADMINISTRATION FEE, EXCLUDING INTEREST</b>
Upgrade A		
Upgrade B		
Upgrade C		
Upgrade D		
<b>Total:</b>		

**Part 2**

<b>UPGRADE A</b>		
Upgrade Name		
Upgrade Specifications	Eligible Upgrade	
Upgrade Capital Costs		
Professional Service Costs		
Incidental Costs (Shall not exceed 15% of Capital Costs)		
<b>Total Costs</b>		<b>Notes:</b>
<b>Upgrade A Total Approved Municipality Financing</b> [Equals eligible Capital Costs,		

Professional Service costs and Incidental Costs only]		
Expected Program Administration Fee		
Payment Term (in years)		
Interest Rate		
Request for Advance (if applicable)		

<b>UPGRADE B</b>		
Upgrade Name		
Upgrade Specifications	Eligible Upgrade	
Upgrade Capital Costs		
Professional Service Costs		
Incidental Costs (Shall not exceed 15% of Capital Costs)		
<b>Total Costs</b>		<b>Notes:</b>
<b>Upgrade B Total Approved Municipality Financing</b> [Equals eligible Capital Costs, Professional Service costs and Incidental Costs only]		
Expected Program Administration Fee		
Payment Term (in years)		
Interest Rate		
Request for Advance (if applicable)		

<b>UPGRADE C</b>	
Upgrade Name	
Upgrade Specifications	Eligible Upgrade

Upgrade Capital Costs		
Professional Service Costs		
Incidental Costs (Shall not exceed 15% of Capital Costs)		
<b>Total Costs</b>		<b>Notes:</b>
<b>Upgrade C Total Approved Municipality Financing</b> [Equals eligible Capital Costs, Professional Service costs and Incidental Costs only]		
Expected Program Administration Fee		
Payment Term (in years)		
Interest Rate		
Request for Advance (if applicable)		

<b>UPGRADE D</b>		
Upgrade Name		
Upgrade Specifications	Eligible Upgrade	
Upgrade Capital Costs		
Professional Service Costs		
Incidental Costs (Shall not exceed 15% of Capital Costs)		
<b>Total Costs</b>		<b>Notes:</b>
<b>Upgrade D Total Approved Municipality Financing</b> [Equals eligible Capital Costs, Professional Service costs and Incidental Costs only]		
Expected Program Administration Fee		
Payment Term (in years)		
Interest Rate		

Request for Advance (if applicable)	
-------------------------------------	--

SAMPLE



## Schedule B



### CONSENT TO DISCLOSE DATA AND RELEASE OF INFORMATION CITY OF EDMONTON PERMANENT CLEAN ENERGY IMPROVEMENT PROGRAM

I, \_\_\_\_\_, Participant under Project \_\_\_\_\_, understand that by signing this form, I am providing my additional consent where necessary for use and disclosure of information, including personal information, as described in this document, required for my participation in the City of Edmonton's Clean Energy Improvement Program.

I have been informed and understand that through my participation in the Program, and my submission of the application documents, The City of Edmonton (the "Municipality") is collecting Participant and Application information, EnerGuide Home Evaluation including the EnerGuide Rating System label ("ERS Label"), photographic and/or video images of the Clean Energy Improvements, and other proof of installation either directly through the Participant or through Alberta Municipalities (the "Program Administrator"). This may include personal information, which, as noted in the application forms, is collected pursuant to section 33(c) of the *Freedom of Information and Protection of Privacy Act, RSA 2000, c. F-25*.

#### Consent for Municipality to use existing information and share with Program Administrator

I understand that the Municipality will be reviewing information submitted by myself or any other Participant, in relation to the Property where the Project is intended to determine whether the Project is eligible to proceed. I understand that the Municipality also already holds records on the Participants, the Property or activities on the Property, collected under section 33(a), (b), or (c) of the *Freedom of Information and Protection of Privacy Act, RSA 2000, c. F-25*, for other municipal programs and activities. Where these records are relevant to the Project and that determination, including zoning applications, development and safety code permits, and infill or construction related bylaw infractions, I consent to the Municipality accessing these identified records for the purposes of determining the Property and Applicant's compliance with sections 12(1) and (2) of Bylaw 20678, the Clean Energy Improvement Program Tax Bylaw, and sharing these records with the Program Administrator.

Initial \_\_\_\_\_

#### Public disclosure or sharing with third parties

I hereby authorize the Municipality to disclose publicly information regarding the Property, the Project, all Clean Energy Improvements and the Incidental Costs, and the EnerGuide Home Evaluation 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 Municipality's online Home Energy Map.

I also authorize the Municipality and the Program Administrator to disclose only necessary Participant information with other third party organizations who:

- offer energy efficiency rebate programs for the purposes of monitoring compliance of rebate stacking,
- are hired or contracted by the Municipality or the Program Administrator for general program evaluation, performance monitoring, future studies, and future program planning, and
- are hired or contracted by the Municipality or the Program Administrator for scheduling and completing site inspections at the Property.

Initial \_\_\_\_\_

Optional Consent and Licence for use of Photographs

With additional consent, any photographs or video images provided by the Participant through the Project may be incorporated by the Municipality, its third party partners including funders, which may include, but is not limited to, the Federation of Canadian Municipalities ("FCM"), or the Program Administrator, now or in the future into materials (the "Product") used for one or more of the following: informational and promotional purposes relating to the Program or the funding, and public information and promotional purposes for the Municipality, FCM (if applicable) or the Program Administrator. This consent is fully voluntary, and choosing not to grant this consent or licence, by not initialing this section, does not affect a Participant's Application or participation in the Clean Energy Improvement Program.

By initialing this section, I hereby grant the Municipality, the Program Administrator, FCM (if applicable), and their successors or assigns (collectively, the "Producer") the right to use my photos or videos in the Product whether recorded on or transferred to videotape, film, slides, photographs, audio tapes, digital or other media, now known or later developed, for use by the Producer in one or more of the following: on Web pages, YouTube, Twitter, Facebook, other social media, commercial or non-commercial television, closed-circuit exhibition, audio-visual presentations, publications and advertisements. This grant includes without limitation the right to edit, mix or duplicate and to use or re-use the Product in whole or part as the Producer may elect. I acknowledge that I have no interest or ownership in the Product or its copyright, including moral rights.

Optional Initial \_\_\_\_\_

I acknowledge that this Image and Data Use Consent and Release Agreement constitutes a binding agreement. I confirm that I have the right to enter into this Agreement, that I am not restricted by any commitments to third parties, and that the Producer has no financial commitment or obligations to me as a result of this Agreement, except as set out in this Agreement. If the optional initial was provided above, I hereby give all clearances, copyright and otherwise, for the use of my photos, video or data in the Product or other listed uses. I expressly release the Producer and its officers, employees, agents and designees from any and all actions, causes of action, liability, claims and demands whatsoever in law or equity known and unknown that I may have now or in the future arising out of, or in any way connected with, the above granted uses and representations. The rights granted the Producer herein are perpetual and worldwide.

This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the parties expressly attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

I have read the foregoing and understand its terms and agree to all of them

**Participant:**

**Witness:**

\_\_\_\_\_  
Name:  
Date:

\_\_\_\_\_  
Name:  
Date:

**Optional if needed:**

**Participant:**

**Witness:**

\_\_\_\_\_  
Name:  
Date:

\_\_\_\_\_  
Name:  
Date:

**Participant:**

**Witness:**

\_\_\_\_\_  
Name:  
Date:

\_\_\_\_\_  
Name:  
Date:

**Instructions for return:**

**Review, initial, print, and sign the consent form. For quickest processing please email a scanned copy to:**  
[ceip.residential@edmonton.ca](mailto:ceip.residential@edmonton.ca)

**Note: upon receipt of the scanned copy your application can proceed through the approval process.**

**Mail the hard copy to:**

Attn: Clean Energy Improvement Program Team  
Edmonton Tower  
8th Floor, 10111 104 Ave NW  
Edmonton Alberta  
T5J 4X1

**SCHEDULE C  
SAMPLE - CHANGE ORDER**

CEIP Project ID		Date:	
Qualified Contractor		Change Order #:	
Participant(s)			

<b>Provide justification for the change to the Project (completed by the Participant)</b>

**Changes to Upgrade A (completed by the Participant)**

	Original Project Agreement Information	Change Required?	Provide Updated Information if a Change is Required
<b>Upgrade Information</b>			
Upgrade Name		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Upgrade Specifications <i>(Make/Model/Type/Efficiency Rating)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Number of Units (#)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Expected Installation Date		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Costs Associated with Upgrade</b>			
Upgrade Cost <i>(equipment and installation)</i>	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Incidental Cost	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

<i>(if applicable)</i>			
Professional Service Cost <i>(if applicable)</i>	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Total GST</b>	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Total cost including GST</b>	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

26

<b>Updated Project Deadline Information (completed by the Participant)</b>	
<p>Please indicate if this Change Order requires an extension to the Project completion deadline [which is six months from the Commencement Date or the date specified in previously approved change orders] and provide the revised Project completion deadline being requested.</p> <p>Please note – extensions will be granted at the sole discretion of AMSC and the Municipality.</p>	
Previously approved Project completion deadline	
Extension requested?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Revised Project completion deadline	

<b>Updated Agreement Cost Summary (completed by the AMSC)</b>	
Previously approved total cost associated with all Upgrades	\$XXXX (including GST)
Cost changes included in this Change Order	\$XXXX (including GST)
Revised total cost associated with all Upgrades	\$XXXX (including GST)
<b>Payment Details (completed by AMSC)</b>	
<p>Payments to the Qualified Contractor will be directed in accordance with Section 7 and Schedule B of this Agreement.</p>	
Advance Amount <i>(if applicable)</i>	<p><b>\$XXXX</b></p> <ul style="list-style-type: none"> <li>• \$XXXX of Eligible Costs to be paid by AMSC to the Qualified Contractor (using Municipality Financing)</li> <li>• \$XXXX to be paid by the Participant to the Qualified Contractor</li> </ul>
Total remaining amount to be paid for costs associated with Upgrade <i>(net of Advance)</i>	<p><b>\$XXXX</b></p> <ul style="list-style-type: none"> <li>• \$XXXX of Eligible Costs to be paid by AMSC to the Qualified Contractor (using Municipality Financing)</li> <li>• \$XXXX to be paid by the Participant to the Qualified Contractor</li> </ul>





## Schedule D

### FORM OF ASSIGNMENT, NOVATION, AND RELEASE

*(The current property owner of the Property can reproduce and use this form to satisfy the requirements in Section 12. Please inquire with Municipality staff if an electronic version is needed.)*

**THIS AGREEMENT** made as of the \_\_\_ day of \_\_\_\_, 20\_\_.

A M O N G:

\_\_\_\_\_  
(the “Assignor”)

- and -

\_\_\_\_\_  
(the “Assignee”)

- and -

The City of Edmonton  
(the “Municipality”)

**WHEREAS:**

A. Pursuant to City of Edmonton Bylaw 20678, the Assignor applied to participate in the City of Edmonton’s Program and consequently, entered into a Clean Energy Improvement Agreement with the Municipality on \_\_\_\_\_ (the “Financing Agreement”), a copy of which is attached as Schedule A, to obtain financing for Clean Energy Improvements at the Property (the “Municipality Financing”);

B. The Municipality adopted Bylaw 20678 (the “Bylaw”) to impose on the Property a Clean Energy Improvement Tax in the amount of \_\_\_\_\_ that requires the owner of the Property to repay the Municipality Financing, and the Administration Fee;

C. The Financing Agreement includes additional obligations that are separate and apart from the obligation to repay the Clean Energy Improvement Tax that the Bylaw has imposed on the Property

**NOW THEREFORE** in consideration of the transfer of the Property from the Assignor to the Assignee, the Municipality's release of the Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:



1. **Definitions.** Unless otherwise defined herein, all capitalized terms used in this Financing Agreement shall have the respective meanings ascribed to them in the Financing Agreement.

2. **Assignment of Financing Agreement.** The Assignor does hereby absolutely and unconditionally assign, novate, transfer, set over and convey unto the Assignee, for its sole use and benefit, all of the Assignor's right, title, interest, obligations and liabilities in, to and under the Financing Agreement from and after the date hereof.

3. **Assumption of Financing Agreement.** The Assignee hereby accepts this assignment contained in Section 2 hereof and covenants and agrees with the Assignor that, from and after the date hereof, the Assignee assumes and is responsible for and will perform, observe, satisfy, discharge and pay as and when due the obligations and liabilities of the Assignor under the Financing Agreement arising from and after the date hereof.

4. **Consent of Municipality.** The Municipality (in its capacity as an existing party under the Financing Agreement), effective from and after the date hereof, hereby consents to the assignment of all the Assignor's right, interest, obligations and liabilities in, to and under the Financing Agreement, and accepts in full satisfaction the Assignee as a party to the Financing Agreement in substitution for the Assignor.

5. **Agreement between the Municipality and Assignee.** The Assignee covenants with the Municipality that the Assignee will perform, observe, satisfy, discharge and pay as a when due the obligations and liabilities of the Participant under the Financing Agreement arising from and after the date hereof. Among other things, the Assignee will provide information necessary for automatic enrolment in the Payment of the Clean Energy Improvement Tax process as discussed further in the Financing Agreement.

6. **Release of the Assignor.** In accordance with Section 12 of the Financing Agreement, the Municipality hereby releases and discharges the Assignor of and from the observance and performance of the covenants, agreements and obligations under the Financing Agreement, effective from and after the date hereof.

7. **Joint and Several Liability.** The liability of each entity comprising the Assignee hereunder shall be joint and several.

8. **Successors and Assigns.** This Assignment, Novation and Release shall enure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. **Governing Law.** This Assignment, Novation and Release shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract.

10. **Counterparts.** This Assignment, Novation and Release may be executed in several counterparts and by facsimile transmission of an originally executed document, each of which

shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**11. Further Assurances.** Each of the Parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Assignment, Novation and Release.

**12. Headings, Extended Meanings.** The headings in this Assignment, Novation and Release are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Assignment, Novation and Release, words importing the singular include the plural and *vice versa*; words importing the masculine gender include the feminine gender and vice versa; and words importing persons include firms or corporations and *vice versa*.

IN WITNESS WHEREOF the Parties hereto have executed this Assignment, Novation and Release as of the date first above-written.

**THE CITY OF EDMONTON (the "Municipality")**

\_\_\_\_\_  
**Name  
Title  
Date**

Witness for ASSIGNOR:

**ASSIGNOR**

\_\_\_\_\_  
Name

\_\_\_\_\_  
**Name  
Title  
Date**

Witness for ASSIGNEE:

**ASSIGNEE**

\_\_\_\_\_  
Name

\_\_\_\_\_  
**Name  
Title  
Date**

**Attach copy of the Original Agreement and mark it Schedule "A"**