

## **LEEP Trial Homes for Renovation Terms and Conditions (the “Terms”)**

The LEEP Trial Homes for Renovations (the “**Offer**”) is offered to eligible participants (the “**Participant**”) by City Green Solutions (“**City Green**”) and additional third-party contributors (“**Collaborating Partner**”), collectively the “**Project Operators**.” Eligible participants who are approved to participate in the Offer may access benefits as defined in these Terms and Conditions.

- 1) Benefits of the Offer (collectively, the “**Benefits**”) are:
  - a) Retrofit Design Supports (the “**Design Supports**”), described in 16.
  - b) Retrofit Design Incentives (the “**Design Incentives**”), described in 17.
  - c) Energy coach concierge services (the “**Concierge Services**”), described in 18.
- 2) Participants must submit an Application (the “**Application**”) detailing the retrofit plans and be approved prior to accessing Benefits.
  - a) Confirmed applications will receive a formal notice of acceptance into the Offer. Applications without a formal confirmation will not be considered as participating in the Offer.
- 3) The Offer will apply only to retrofit activities occurring at the Participant’s residence (the “**Residence**”).
- 4) The Project Operators reserve the right to reject or accept any Application. If participation in the Offer is confirmed, the acceptance at the end of terms and conditions will indicate the Participant’s agreement to the Terms and Conditions and will govern the participation of the Participant in the Offer and will form the Agreement between City Green Solutions and the Participant in respect of the Offer (the “**Agreement**”).
- 5) Subject to termination rights herein, this Agreement shall be in effect from the date the Project Operators issue a formal application confirmation until the Project Operators receive the Participant’s Utility Billing information for the two years post-upgrade (the “**Project Term**”).

### **Eligibility**

#### **6) The Residence must:**

- a) Be located within BC Hydro’s service territory.
- b) Be a single-family home, duplex, or side-by-side townhouse.
- c) Be the Participants’ year-round primary residence and the owners must have lived in it full time for at least 12 months prior to participation in the Offer.
- d) Be at least 10 years old prior to participation in the Offer.
- e) Not have had major renovations completed within the last 5 years (ie. heating system replaced, exterior wall insulation upgrade, solar installed, etc).
- f) Not have a renovation plan that would be considered by the Homeowners protection act to “substantially reconstructed,” by the Homeowner Protection Act (as per [BC Housing Regulatory Bulletin No. 6](#)). Substantially reconstructed homes are not eligible.
- g) Have the authority, as an owner, to replace the unit’s space and water heating systems.

#### **7) Participant must:**

- a) Be the BC Hydro account holder for the Residence and administer the account.
- b) Be an owner of the Residence.
- c) Use a Renovation Contractor that has completed the LEEP for Renovations one day training session.
- d) Have a pre-retrofit EnerGuide Home Evaluation conducted prior to beginning upgrades.
- e) Have a post-retrofit EnerGuide Home Evaluation conducted after upgrades are completed.
- f) Explicitly express interest in exploring how to electrify their home without needing to install a supplemental heating system (electric resistance heating or a gas furnace). Final design may include supplemental heating but design phase should consider a heat pump only option)

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- g) Explicitly express interest in exploring options to electrify their home without having to upgrade their current electrical service capacity (final design may include an upgrade to their current electrical service capacity but design phase should consider a non-upgrade option).
- h) Complete an exit survey/interview of their experience with the Offer.

### **8) Planned renovations must:**

- a) Target a 50% energy use reduction as modelled through the NRCan Hot2000 modeling software by a qualified Energy Advisor.
  - b) Include changing heating equipment from gas or electric resistance to a high efficiency electric heat pump.
    - i) Homes with existing fossil fuel burning space heating systems will plan renovations and upgrades to include an 80% reduction in GHG emissions as modelled through the NRCan Hot2000 modeling software by a qualified Energy Advisor.
  - c) Seek to optimize the upgrades' life-cycle cost over a 15-year period
- 9) In the event the Offer becomes fully subscribed, a wait list will be taken and processed in order of receipt.

**If the Participant meets the above eligibility criteria and wishes to participate in the Offer, the Participant must first agree to the following Terms and Conditions. By submitting an Application, the Participant confirms they have read and agree to the following Terms and Conditions.**

### **Benefits**

- 10) Design Supports are provided by Design Professionals (the "Design Professionals") as Collaborating Partners.
- 11) Project Operators will facilitate referrals and introductions to Design Professionals to support Participants accessing Design Supports.
- 12) Participants are responsible for scheduling Design Professionals services at their Residence.
- 13) Participants are responsible for payment of the Design Professional services.
- 14) The Offer will provide Design Incentives to cover a portion of the Design Supports according to the below. Any amounts in excess of the Design Incentive maximums are the Participant's sole responsibility to pay.
  - a) Integrated Design Plan – Maximum of \$1,000.00 CAD
  - b) Electrical System Design Plan – Maximum of \$2,000.00 CAD
  - c) Mechanical System Design Plan – Maximum of \$4,000.00 CAD
- 15) The Offer will pay Design Professionals directly. The amounts billed to Participants by Design Professionals will reflect the Design Incentives amounts at time of quote.

### **16) Design Supports consist of:**

- a) Integrated Design Plan (the "**ID Plan**") that includes:
  - i) Recommendations on Energy conservation measures (ECMs) for the renovation including:
    - (1) Recommendations on suitable building envelope, mechanical system upgrades, and other energy- or GHG-reducing upgrades for the home;
    - (2) How the retrofits improve the Project's climate resilience, decarbonize, electrify, etc;
    - (3) How the retrofits match with the Project's motivations (ie. GHG reduction, ROI, lowest cost, modernization of home, etc.).

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- ii) Design charette outcomes (a renovation plan).
- b) Mechanical System Design Plan (the "**MSD Plan**") that includes:
  - i) List of recommended energy conservation measures (ECMs);
  - ii) F280-12 report (heat loss/gain calculations);
  - iii) Design drawings (could be single line showing necessary delivery system upgrades);
  - iv) System specifications of installed equipment and AHRI Certificate Number<sup>1</sup>;
  - v) Commissioning report;
  - vi) Strategies and proposals for what could or should be done for the ventilation and domestic hot water systems.
- c) Electrical System Design Plan (the "**ESD Plan**") that includes:
  - i) Analysis of historical loading of panel using smart metering data ;
  - ii) Findings of the assessment of the suitability of the existing electrical service size;
  - iii) Breakdown of opportunities to include onsite power generation, storage and management;
  - iv) Solar access opportunities;
  - v) Battery storage opportunities;
  - vi) Strategies to manage power to reduce peak loads, avoid an electrical service upgrade, and take advantage of time of use rates; and
  - vii) List of other recommended energy conservation measures (ECMs).

### **17) Design Incentives consist of:**

- a) Integrated Design Incentive: up to \$1,000 per home to fund access to a CACEA-trained facilitator and development of an Integrated Design Plan.
- b) Mechanical System Design Incentive: up to \$4,000 per home to fund access to a mechanical designer and development of a Mechanical System Design Plan.
- c) Electrical System Design Incentive: up to \$2,000 per home to fund access to an electrical designer and development of an Electrical Systems Design Plan.

### **18) Concierge Services consist of:**

- a) Up to 10 hours of support that includes:
  - i) Facilitation supports:
    - (1) Clarifications regarding eligibility and program process for participants.
    - (2) Answering preliminary questions regarding the Offer.
    - (3) Support accessing capital incentives available through this Offer.
    - (4) Support reviewing the EnerGuide Renovation Upgrade Report.
  - ii) Rebate and incentive support:
    - (1) Identifying and accessing incentives and financing.
    - (2) Support with submitting rebate or financing program applications.
  - iii) Advising on:
    - (1) Choosing contractors (qualifications, reputation, best practices for selecting).
    - (2) Selecting a product or comparing different options (i.e. understanding heat pump quotes).
    - (3) Matching retrofits with motivations (GHG reduction, ROI, lowest cost, modernization of home, etc.).

## **Deliverables**

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<sup>1</sup> Rebate and incentive programs may require equipment that can be found on program qualified lists. It is the participant's sole responsibility to ensure installed equipment satisfies rebate and incentive program eligibility requirements.

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- 19) All Participants are required to provide the following deliverables (collectively, the “**Deliverables**”):
- a) Copy of the Pre-Retrofit EnerGuide Home Evaluation Homeowner Information Sheet;
  - b) Copy of the Post-Retrofit EnerGuide Home Evaluation Renovation Report;
  - c) Copy of the ID Plan ;
  - d) Copy of the Invoice for the ID Plan;
  - e) Copy of the MSD Plan;
  - f) Copy of the Invoice for the MSD Plan;
  - g) Copy of the ESD Plan;
  - h) Copy of the Invoice for the ESD Plan;
  - i) Invoices and receipts for all upgrades completed during participation in the Offer;
  - j) Utility billing and consumption for electrical and natural gas utilities for the 24 months prior to Participants’ date of acceptance into the Offer; and
  - k) Utility billing and consumption for electrical and natural gas utilities for the 24 months following the completion of the retrofit.
- 20) Participant agrees to Design Professionals providing Deliverables 19.a through 19.h to the Project Operators on their behalf.
- 21) Participant must provide Deliverables 19.i through 19.k to the Project Operators directly.
- 22) In the event that a Participant withdraws from the Offer, all available Deliverables must be submitted to the Project Operators within 30 days of the Participant’s withdrawal from the Offer.
- 23) All Deliverables must be received by the Project Operators before Design Incentives are issued to Design Professionals.

### **Additional Terms**

- 24) The Participant acknowledges and agrees that:
- a) The Participant is 19 years or older;
  - b) The Participant is the BC Hydro residential account holder for the Residence and an owner of the Residence.
  - c) The Residence is the Participant’s primary residence that is occupied for the majority of the year (vacation properties are not eligible).
  - d) The Participant has independently assessed the risk of installing upgrades or acting on the recommendations of the Design Professionals at the Residence and accepts such risk.
  - e) The Participant consents to the Project Operators having access to the Residence’s electrical consumption data: (i) for the 24-month period prior to the Offer, (ii) for the duration of the Offer, and (iii) for two (2) years after Upgrades are completed for the purpose of administration and evaluation of the Offer.
  - f) Participant authorizes the Project Operators to collect Participant Information, including retrofit documentation such as invoices, quotes, and design reports, indirectly from the contractors and Design Professionals engaged for the retrofits rather than directly from the Participant from the date Application is accepted to the end of the Project Term inclusive.
  - g) Participant agrees to allow the Project Operators or a contractor or representative of the Project Operators to have reasonable access to your Residence to inspect equipment installed as part of the retrofit, as the Project Operators deem necessary. Two weeks of notice will be provided if inspection is deemed necessary.
  - h) Participant agrees to participate in any follow up surveys or audits conducted by the Project Operators, or its representatives, in connection with the Offer for up to 2 years

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after the end of the Project Term. This section shall survive expiration or early termination of this Agreement.

- i) The Participant agrees to allow the Project Operators and their authorized agents to contact them by phone, email, mail or similar method for the purposes of administering, installing equipment and evaluating the Offer.
  - j) The Project Operators make no representation or warranty, express, implied, statutory or otherwise, including any representation or warranty as to merchantability, design, capabilities, suitability, durability or fitness for use or for a particular purpose, with regard to upgrades made in relation to the Participants' involvement in the Offer or otherwise.
  - k) Design Professionals are independent of the Project Operators and the Project Operators make no representation, warranty, endorsement or recommendation of any kind with regard to the contractors involved in the Offer.
  - l) The Project Operators do not guarantee any energy cost savings or other benefits arising from participation in the Offer.
  - m) The Project Operators, their respective successors, representatives, assignors, affiliates, employees, agents, officers, directors, service providers, contractors (including any installers) and their respective affiliates, respective officers, directors or employees and any of their heirs, successors or assigns are not and will not be liable for any loss, damage or injury (including death) to persons or property, including without limitation any direct, indirect, special or consequential damages (including but not limited to loss of profit, loss of revenues or other economic loss), and any costs or losses, expenses, fees, liabilities, causes of action, suits, proceedings, debts, penalties and demands connected with or in any way arising from the installation or use of upgrades completed as part of retrofits, the Offer or any matter related to this Agreement, including, without limitation, any acts or omissions of any Project Operators and you hereby release the Project Operators of, from and against any and all of the foregoing. You agree to indemnify the Project Operators if you or any member of your family, occupant or guest seeks damages against any of them for any reason that is connected with this Agreement or the retrofits completed as part of the Offer. For the avoidance of doubt, the Project Operators shall not be liable or responsible for any repainting or drywall repairs related to the installation of the equipment. In the event a court finds this provision invalid, the Project Operators' maximum liability in connection with this Agreement and the retrofits installed as part of the Offer is limited to \$500.
  - n) Participant consents to the collection, use, disclosure and other handling of any information provided by the Participant to the Project Operators, including but not limited to personal information such as your name, address, telephone number, email address and records showing current and historical energy use and consumption, and charging data and other data generated by the retrofits completed as part of the Offer (collectively the foregoing is referred to as "**Participant Information**") by the Project Operators for the purposes of administering and assessing the Project, and any other disclosure or reporting that may be required by law. Participant further acknowledges that any personal information, including the Participant Information, provided to the Project Operators is collected, used, and disclosed in accordance with British Columbia's *Freedom of Information and Protection of Privacy Act*, as amended from time to time.
- 25) The Project Operators shall not be in default, and shall not be deemed to be in default, of this Agreement by reason of delay or the failure or inability to perform its obligations hereunder.

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- 26) If Participant fails to meet the requirements of this Agreement, the Project Operators may immediately terminate the Agreement at any time and in its sole and absolute discretion by sending written notice to the Participant.
- 27) Participant shall provide the Project Operators with at least 30 days written notice if they are moving from their Residence during the Project Term and this Agreement shall be terminated upon receipt of such notice.
- 28) Participant will not assign this Agreement.
- 29) Participant may terminate this Agreement by providing at least 10 days written notice to the Project Operators. In the event Participant terminates this Agreement, the Project Operators will cancel Project's participation in the Offer, including cessation of all Benefits.
- 30) This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.
- 31) This Agreement may be amended by Project Operators upon thirty 30 days written notice.
- 32) The Project Operators reserves the right, in its sole discretion, to reject, accept or revise any Application made to it under the Offer.
- 33) The Project Operators may terminate the Offer at any time at its sole discretion for any reason without notice.