



REQUEST FOR PROPOSALS No. 23-029

Home energy retrofit Concierge Service- fossil fuel to electric heating/cooling focus

ISSUED: 6 April, 2023

CLOSING DATE AND TIME:

Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on 5 May, 2023

Submissions and Questions are to be directed to:

Jessica Beaubier, Climate Change and Resilience Coordinator, (250) 390-6568,
jbeaubier@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proponent's Information Meeting:

No Proponent's meeting will be held

Proposals will not be opened in public



1 Instructions to Proponents

1.1 Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on 5 May, 2023.

Submission Method:

By Email: In PDF format with “23-029 Home energy retrofit Concierge Service” as the subject line at this electronic address:

jbeaubier@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

1.2 Amendment to Proposals

Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3 Addenda

If the RDN determines that an amendment to this RFP is required, the RDN will post the Addendum on the RDN <https://www.rdn.bc.ca/current-bid-opportunities>) and BC Bid (<https://new.bcbid.gov.bc.ca/>) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

1.4 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

1.5 Unsuccessful Vendors

The RDN will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

2 Introduction

The purpose of this Request for Proposal (RFP) is to solicit submissions from qualified firms to provide a pilot home energy retrofit concierge service (the Service). The goal of the Service is to address non-financial barriers to fossil fuel to heat pump conversions in the residential retrofit sector, and to increase the number of residences converting from fossil fuel heating to electric heat pump heating and cooling in the RDN and member municipalities. All services are to be delivered in the context of 'house as system' principles. This is intended to be a pilot project that may expand to other climate-adaptive home renovation activities in the future.

Programs may be ready-made and adapted for implementation in our region, tailored by design work that identifies local barriers, and by promotion that together ensure the program reaches and effectively serves priority populations.

The RDN would like to release the program to the public by 15 August, 2023 at the latest.

3 BACKGROUND

The RDN is a rapidly growing regional district on central Vancouver Island. The RDN is committed to reducing greenhouse gas emissions by 80% by 2050, including through the replacement of fossil fuel heating with high efficiency, low emission electric home heating and cooling. To meet these objectives, approximately 1600 single family homes will need to be renovated on an annual basis. The RDN's Climate Action Technical Advisory Committee (CATAC) Final Report (Appendix A), approved by the RDN Board in November 2021, identifies the acceleration of climate-adaptive home retrofits, starting with conversion from fossil fuel to low carbon heating and cooling as a priority.

The RDN has completed high-level assessment of barriers to retrofits in the region (summarized in Appendix B) as part of developing a retrofit market acceleration strategy. A retrofit concierge service is identified as a means of addressing many of these existing barriers some residents face in overcoming the complexity of retrofits and accessing objective 3rd party advice during the process.

The RDN is concurrently, with the City of Nanaimo, completing an in-depth assessment of local barriers to retrofit as part of an energy efficiency financing feasibility study. Results of this work may not be available in time to inform program design and may need to be incorporated through refinements to outreach and promotion during program delivery. Note that this work is still under refinement and additional information on approach or specific barriers being assessed will not be made available prior to the closure of this RFP.

4 SCOPE OF SERVICES

The Vendor will provide project management, localised design, promotion, delivery (administration), and evaluation of a pilot retrofit concierge service for RDN residents, focused on fossil fuel to heat pump conversions. The Service will support residents through all parts of the fossil fuel to electric heat pump conversion process, using 'house as system' principles. The program should be informed by knowledge of the local (Vancouver Island) retrofit industry and adjusted, as appropriate, to effectively address local barriers faced by residents and industry. Some priority populations for receiving concierge services

include homes with oil heating, and residents who need extra support with retrofit processes or navigating rebates (e.g., elderly residents).

The program should align with the recommendations of the UDSN’s Guidebook on Equitable Clean Energy Program Design¹ and advance equity along with climate adaptation and mitigation. The vendor will also be responsible for developing, delivering and evaluating an effective marketing campaign and materials to promote awareness and program uptake, using proven marketing approaches and tools. As this is a pilot implementation, the vendor will also need to monitor service and promotion campaign effectiveness against specific outcomes, be able to report on those, and recommend adjustments for future Service iterations. The Service will be designed and implemented to incorporate the Strategic Supports recommended by the RDN’s Climate Action Technical Committee (CATAC) Final Report (pages 17 and 18) and support the achievement of the CATAC Final Report “Priority Three”: accelerated uptake of climate-adaptive home retrofits. The Service should be designed for easy onboarding of additional residents should funding allow.

Geographic scope: This program is to be open to residents of the entire RDN, including member municipalities (City of Nanaimo, District of Lantzville, City of Parksville, Town of Qualicum Beach) and all RDN Electoral Areas (Figure 1).

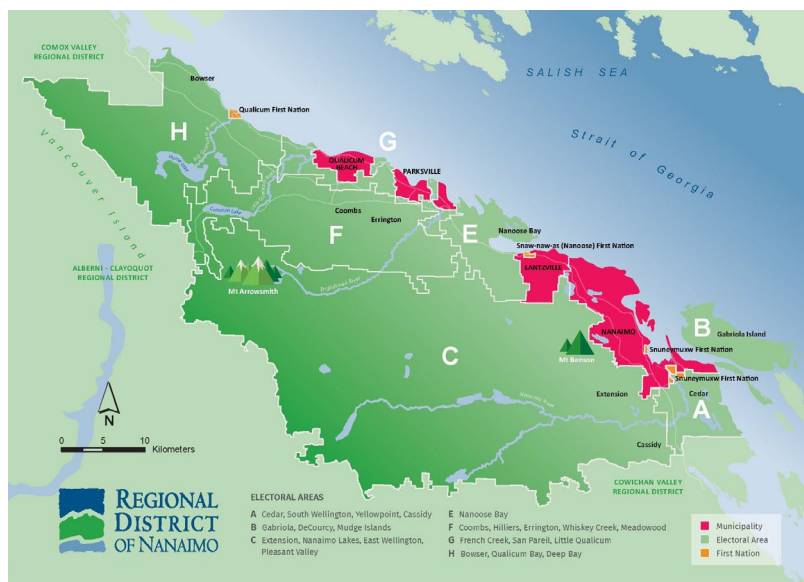


Figure 1. Geographic scope of the project delivery includes the entire Regional District of Nanaimo (including member municipalities (pink), electoral areas (green) and First Nations (orange)).

¹ <https://cadmusgroup.com/wp-content/uploads/2018/09/Cadmus-USDN-Equitable-Clean-Energy-Guidebook.pdf>

5 DELIVERABLES AND OUTCOMES

5.1 Deliverables

1. Design, delivery, and evaluation of a Climate Adaptive Home Energy Retrofit Concierge pilot program. The vendor may propose modifying an existing program that they have designed and are delivering in another area. The Concierge Service will be:
 - a. focused on fossil fuel to heat pump conversions
 - b. delivered using “house as system” building science principles/approaches and associated best practices
 - c. informed by local retrofit market conditions and barriers
 - d. complementary to exiting supports in the BC retrofit space (e.g., rebates, provincial services, federal programs) and industry activities (e.g., Home Performance Stakeholder Council/Home Performance Contractor’s Network)
 - e. delivered using methods that are effective and accessible for target populations
 - f. delivered to meet all Outcomes in section 5.2
2. Design, delivery, and evaluation of effective, professional-quality promotional products and campaign to ensure resident awareness and effective use of the program. Vendors may tailor materials/websites etc. used by a retrofit Concierge Service they already have operational in other areas, at RDN discretion. The products and campaign will:
 - a. include effective targeted delivery to residents with fossil fuel heating systems
 - b. include effective targeted delivery to populations facing higher than average barriers to retrofit and consequently needing support from a retrofit concierge service not available through other means; and
 - c. be supported by metrics and accurate evaluation of campaign effectiveness.
3. Clear documentation of how the program design supports improved equity outcomes in the RDN, include methodology and measured results.
4. Design and implementation of program evaluation methodology that provides reliable metrics, objectively evaluates successful and unsuccessful program elements, and helps determine value for money.
5. Delivery of an end-of-pilot report documenting works completed, program description, lessons learned, evaluation approach and results, and recommendations for improvement. Methods/actions used to meet the Strategic Supports from pages 16 and 17 of the CATAC final report must be included, along with outcomes of those methods/actions

5.2 Outcomes:

1. RDN residents are aware of the Concierge Service and, using the program, make the switch from fossil fuel home heating to electric heat pumps more easily.
2. The Concierge Service is open to all, but primarily benefits residents who need extra assistance or advice to overcome barriers not well served by other existing programs.
3. RDN residents facing higher-than-average barriers to conversion from fossil fuel heating to electric heat pumps can effectively overcome those barriers using the Concierge Service. Residents eligible for other, more suitable, support programs are connected with those programs (e.g. BC Hydro income-qualified program).
4. RDN residents who use the Concierge Service will understand what other renovations should be completed prior to installing a heat pump (following house as system principles). If they choose to proceed with those renovations prior to installing a heat pump, these residents will receive advice from the Concierge Service throughout the process.
5. RDN residents will receive information, advice, and guidance without pressure to implement retrofits.
6. RDN Residents have easy access to objective third party advice throughout the retrofit process, including quote review and context for differences between quotes. The Concierge Service helps ID potential price gouging and helps provide solutions to overcome unnecessarily high prices.
7. RDN Residents, through the Concierge Service, get confirmation that proposed upgrades are eligible for rebates, and assistance in completing rebate submissions as needed
8. The Concierge Service supports installations that are eligible for BC Hydro rebates and installed according to Best Practices.
9. The RDN can objectively determine program effectiveness and value for money at the end of the pilot (December 2023 or later if needed).
10. Area municipalities can easily secure additional places for their residents in the Concierge Service, should their budgets allow.
11. The RDN may easily expand the program to include support for other climate-adaptive home retrofit activities in future years of Concierge Service delivery.

6 REFERENCE/BACKGROUND INFORMATION

This work is prioritized through RDN Board adoption of the recommendations contained within the RDN's Climate Action Technical Advisory Committee (CATAC) Final Report (Appendix A). The work is intended to support work under CATAC Priority 3: Acceleration of Climate Adapted Home Retrofits and should implement all relevant strategic supports cited on pages 17 and 18 of the CATAC Final Report.



The RDN conducts outreach activities to help educate homeowners about heat pumps and climate-adaptive home retrofits, and provides small subsidies for general home retrofits and oil to heat pump conversions through its existing green building program (<https://www.rdn.bc.ca/home-energy-efficiency>, <https://www.rdn.bc.ca/rdn-rebates>). Work under this project should complement and support this existing program work.

High-level work has been completed to identify general barriers to retrofit in the RDN as part of a retrofit market acceleration strategy (Appendix B.). Concurrent to this project, the RDN and the City of Nanaimo are undertaking a deeper analysis of local barriers to retrofit as part of an energy efficiency financing feasibility study. The results of this analysis may or may not be available in time to inform the localised design and release of the Concierge Service in the region. The Concierge Service should be flexible enough in its delivery and promotion to be able to incorporate new information on local barriers as it becomes available.

7 PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the information in this section (7). Please ensure your response includes the relevant alpha-numeric section (e.g., 7.1.1) for ease of review.

Summary of Evaluation Weighting

Criteria	Scoring
7.1 Mandatory Requirement	Pass/Fail
7.2 Corporate Background, History and Expertise	5
7.3 Localized Design/Customization	8
7.4 Concierge service approach	15
7.5 Communications and promotion approach	10
7.6 Project delivery approach	7
7.7 Program administration, monitoring and evaluation	5
7.8 Corporate Equity and Sustainability	5
7.9 Value Add	5
7.10 Cost	40
Total	100

7.1 Mandatory Requirement (Pass/Fail)

Only proposals that include the following required element will be considered:

1. The service must include access to knowledgeable professionals (e.g., Energy Advisors, others knowledgeable in house-as-system, HVAC etc.) who can provide reliable and objective third party advice to homeowners throughout the retrofit process.

7.2 Corporate Background, History and Expertise (Evaluation Weight: 5%)

Concerning the scope of this project:

1. Describe your firm's experience in designing, delivering, marketing, and evaluating home energy and climate-adaptive retrofit concierge services for residents/public. Please include details of your firm's experience in British Columbia and familiarity with the BC rebate and retrofit industry context. Include any experience working with vendors (contractors, trades), relevant BC industry associations, and NRCAN-registered Energy Advisors working in the retrofit space, particularly in the design and delivery of Retrofit Concierge services.
2. Describe your firm's experience incorporating equity considerations in the design and delivery of Concierge Services, or similar programs. What standards or frameworks does your firm use?
3. Provide Curricula vitae of key project team members, reasons why they were selected for this project and demonstrate how they will add value to the project. For the proposed project manager, please specify any formal project management training and/or qualifications. If different personnel interact with residents at different stages of the program, specify the qualifications of those personnel and why those qualifications are suitable.

7.3 Localized design/customization (evaluation weight: 8%)

Concurrent to this project, the RDN is completing in depth assessment of barriers to retrofit in support of a feasibility study for community efficiency financing options. The results of this analysis may or may not be available in time to inform the design and promotion of the service. For this section, assume that this information is not available in time to inform program design.

1. Describe the approach you will follow to customize your firm's retrofit Concierge Service to local barriers and conditions within the RDN. Keeping in mind that many barriers are shared with other geographic areas, but some may be unique to the RDN (e.g., vendor capacity).
 - a. Describe your methodology to identify and address any barriers specific to the RDN (resident barriers, market capacity barriers etc.), including a justification for level of effort you propose, considering the high-level barrier work already completed (see Appendix B).
 - b. How will you ensure the program effectively serves target populations/households, specifically including owners/renters of fossil fuel-heated homes and populations facing higher than average barriers in switching from fossil fuel heating to electric heat pumps
 - c. Please describe any stakeholder outreach you propose during the localised design/customization phase.
 - d. Describe how your program engages with local vendors/contractors.

2. Specify how your approach addresses recommendations with the USDN's Guidebook on Equitable Clean Energy Program Design for Local Governments and Partners (<https://cadmusgroup.com/wp-content/uploads/2018/09/Cadmus-USDN-Equitable-Clean-Energy-Guidebook.pdf>) and describe the work (if any) you propose to ensure alignment with these principles.

7.4 Concierge service approach (evaluation weight: 15%)

1. If you have an existing concierge service in operation, please tell us, providing links to websites, and examples of supporting materials.
2. Describe your retrofit Concierge Service, taking us through the program from the resident's (client's) perspective, from start to finish. Please provide a flow diagram if available.
3. List and describe the barriers to retrofit addressed through your existing program and clearly detail how each is specifically addressed through the program's design. (Some common issues to consider: awareness of the program and benefits of retrofits, obtaining vendor services in a timely manner (Energy Advisor, heat pump vendors), obtaining timely quotes from reputable, rebate-eligible vendors, understanding quote comparison, understanding what other retrofits might be necessary, challenges with technology, confusion around rebates etc.). Please identify with an asterisk (*) which barriers would likely need additional assessment and program adjustment to ensure the RDN's outcomes are met.
4. Describe any reliance on automated, AI or other model-driven software. Please state if this software is required to deliver the Concierge Service, and ensure the cost of the software is included in your pricing.
5. Describe how your proposed concierge service addresses gaps in current and anticipated (next two years) federal and provincial policy/retrofit offerings. How does the program interact with the provincial and federal programs to reduce complexity for residents?
6. The RDN is interested in identifying homeowners with resources and suitable home archetypes with a high potential for achieving net zero energy retrofits to connect them with the Canadian Home Builder's Association. Please comment on your program's ability to support this.
7. Describe how your program minimizes risk and liability for the RDN that may arise from the provision of retrofit concierge services to residents.

7.5 Communications and promotion approach (Evaluation Weight: 10%)

1. Describe your company's experience in design of marketing materials and managing and tracking promotion campaigns, including what metrics and methods you use for evaluating program successes

2. Provide examples of the materials currently under use in your existing programs, and the steps you will take (if any) to address local barriers and target audiences. Please provide a link to websites for any existing programs.
3. Please specify how your program will effectively reach and attract residents from target populations (residents with fossil fuel heating, populations experiencing higher than average barriers to retrofit etc.). Consider that the RDN and partner municipalities do not currently know which properties use fossil fuel heating.
4. Please provide the methodology you will use to measure promotion program success. If you have implemented this approach in other areas please provide results of the promotion campaign.

7.6 Project delivery approach (Evaluation Weight: 7%)

Note: The RDN would like have this service available to the public by August 15, 2023 if not earlier.

1. Lay out your general plan for project delivery, including timelines and key milestones. Assume that the project will serve 50 residents in the first pilot;
2. Describe how your firm will monitor the project progression and provide regular status reports;
3. Identify any challenges, constraints and obstacles anticipated and your strategy to manage these throughout the project;
4. Describe your quality management process and any certifications.

7.7 Program administration, monitoring and evaluation (Evaluation Weight: 5%)

1. Please provide your methodology for measuring program success and provide results of previous program deliveries (if any).
2. Please provide your methodology to measure promotional campaign success and provide results of relevant promotional campaigns delivered. How did you understand if promotion was effective in time to change approaches if necessary?

7.8 Corporate equity and sustainability (Evaluation Weight: 5%)

1. Provide a statement of how your firm is advancing equity and sustainability within your own corporate operations and structure, including any certifications and accomplishments.

7.9 Value add (5%)

Please describe what value-added options will include throughout this project. Some items of interest to the RDN:

- Assistance in procuring long term funding for post-pilot program implementation
- Concierge support for retrofits beyond those for effective switching from fossil fuel to electric heat pumps;



- Helping homeowners to develop 'pathways to net zero' for their homes, with timelines and costing; and
- Supporting residents with low embodied carbon options for renovation.

7.10 COST (40%)

Provide your comprehensive proposed fee, in Canadian dollars, in a Schedule of Effort Table broken out by the project stages below, identifying all project contributors, their per hour charge out rates, individual tasks, hours and all disbursements including travel.

Please include price breakdowns for each of the following sections:

- I. General Project Management/Delivery
- II. Localised Design/Customization
 - a. Assuming barrier analysis from other feasibility assessment is not available
- III. Promotion (including approach for effectively reaching fossil-fuel heated homes)
- IV. Concierge Service Administration and Delivery (price for 50 residents) – Note the RDN may add or subtract from this number for implementation
 - a. Include estimated hours required to assist each resident
 - b. Include cost per resident
- V. Monitoring and Reporting

7.11 Evaluation Details

Proposals will be evaluated on the following basis 60% Technical, 40% Financial.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price using the following formula:

$$S = \frac{\text{Min} \times M}{P}$$

S	= Pricing score
Min	= the lowest price submitted by a Proponent
P	= the price of the Proposal being evaluated
M	= the total points available for pricing

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis, comparing one proponent's proposal to another's. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.



The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

8 PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein (Appendix C). Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

9 GENERAL CONDITIONS

9.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

9.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

9.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

9.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.



9.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

9.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

9.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

9.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

9.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.



REGIONAL
DISTRICT
OF NANAIMO

FINAL REPORT | NOVEMBER 2021

Climate Action

Technical Advisory
Committee



Executive Summary

Decisions made by the Regional District of Nanaimo (RDN) and other levels of government, directly influence the vulnerability of RDN residents to the effects of climate change, and how easily residents can take action to reduce emissions and manage their risk. While the RDN considers climate change within its programming, more action is required to reduce risk and support residents in reducing emissions: the RDN response needs to reflect the severity and immediacy of the risk posed by climate change. The Climate Action Technical Advisory Committee (CATAC) recommends the following top, focused priorities for Climate Adaptation and Mitigation:

→ CATAC recommends the top three actions listed below be implemented immediately:



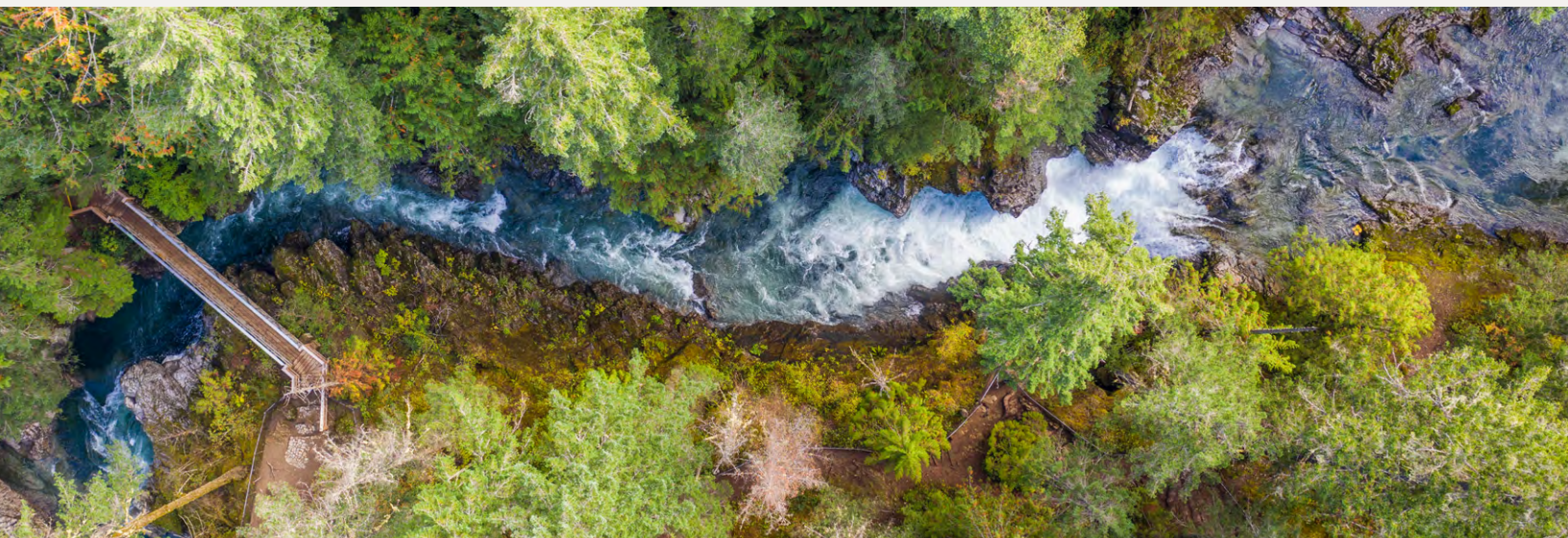
1 Ensure ongoing **Water Supply Resiliency**, supported by Natural Asset Management



2 Review and update existing **RDN policies and bylaws** to remove barriers to climate mitigation and adaptation and ensure RDN policies support climate-appropriate development



3 Increase support for **home energy/adaptation retrofits**



→ CATAC recommends the following RDN plans and programs already proposed or underway receive sustained or expanded support that is responsive to evolving risk:

- ☐ Wildfire Preparedness and Risk Management
- ☐ Sea Level Rise Adaptation Program and Flood Plain Mapping and Adaptation Program
- ☐ Drinking Water and Watershed Protection (DWWP) Action Plan
- ☐ Transit ridership expansion and positioning for electrification
- ☐ Sustainable Procurement
- ☐ Participation in Regional and Local-Government driven climate initiatives (e.g., Help Cities Lead)
- ☐ Zero Waste Initiatives and progressive reduction of landfill gas
- ☐ Corporate Carbon Neutral Plan 2032
- ☐ Electric Vehicle Charging Network Strategy Development
- ☐ Net Zero Building and Renewable Energy Generation Strategy Development
- ☐ Parks acquisitions

→ CATAC recommends the following strategic supports be built into the delivery of all recommended new priorities and existing plans and programs:

- ☐ Equity-centered design and delivery
- ☐ Well-resourced, professional outreach and education for public, RDN staff and Board
- ☐ Active advocacy
- ☐ Collaboration and regional participation
- ☐ Interdepartmental approach
- ☐ Regular reporting, accountability, and adaptive approaches





1. Call to Action

Climate change is intensifying the water cycle, changing weather patterns, raising sea levels, and has increased global warming by 1.2 degrees Celsius. Local governments across the world are at the frontline dealing with the climate emergency in both their own operations and their communities. Urgent efforts are required on climate action through mitigation, adaptation and resilience. Mitigation actions reduce emissions that increase global temperatures. Adaptation actions prepare for significant climatic changes, and resilience actions better predict and recover from severe climatic events.

Adaptation is particularly important for protecting vulnerable populations, such as low-income communities, people with disabilities, children, minority groups, and the elderly. As members of these groups may be at higher risk from climate-related damage, CATAC has applied a social equity lens in determining its recommendations. The cost of inaction is exponentially higher than prevention. To protect lives, livelihoods and landscapes, local governments must mitigate, adapt and improve their resilience to current and increasingly risky future climate impacts.

Within the RDN, climate change is already impacting the wellbeing and livelihoods of residents. These impacts, including more frequent extreme heat events, prolonged wildfire seasons, extended drought, sea level rise, and severe winter storms and flooding will become worse within our lifetime. Some of the impacts of climate change are already unavoidable, and we must adapt how we live and operate within the region to minimize the severity of those impacts on RDN residents, infrastructure, and landscapes. This will require immediate action to address current risk, and sustained commitment to longer-term adaptation planning and development. Without this, the RDN risks being caught in a state of constant response and recovery as climate-driven events become more frequent and extreme. Inaction is the highest risk and cost option.

While some impacts are already unavoidable, we can avoid the worst impacts of climate change by dramatically reducing global greenhouse gas emissions within the next decade. This requires concerted effort across all societies and an 'all-hands-on-deck' approach. All levels of government, including the RDN, critically must commit significant resources to reducing emissions, supporting climate-adaptive development, and making it as easy as possible for residents and business to take personal action.

For the RDN, this means investing more money up front on the zero-emission design option; sustained investment in programs and policy changes that better support adaptation of homes, infrastructure, and land use; and more supports for residents to make low-emission and climate adaptive choices. It also means recognizing action cannot be delayed based on short-term costs, convenience, or the inaction of others. We know what we need to do, and we must now do it.

2. CATAC Approach

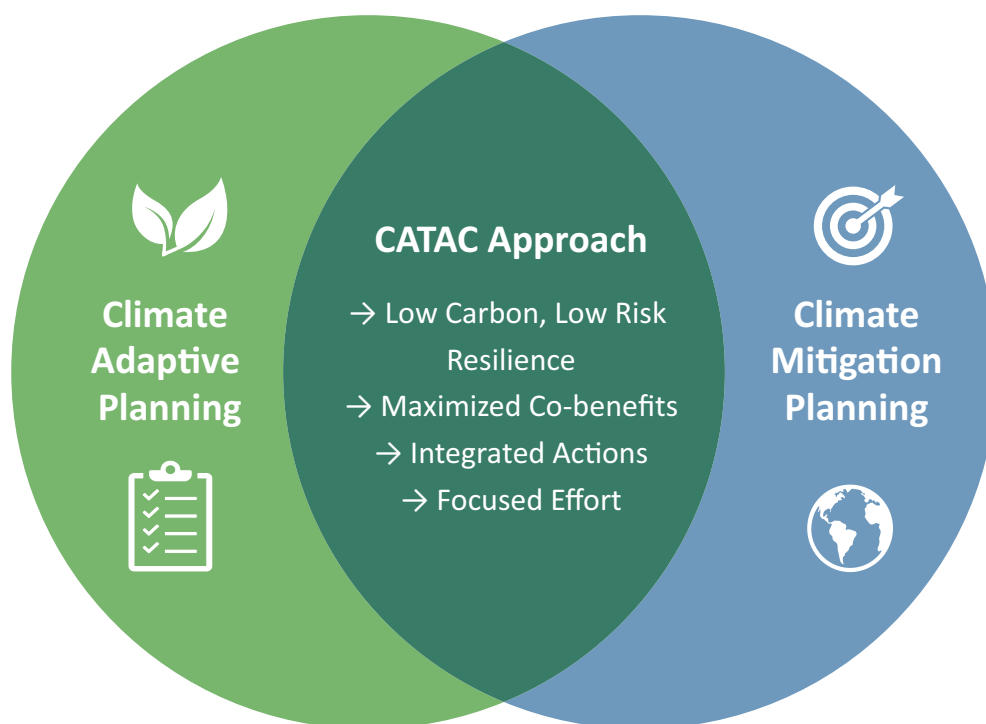
In 2019, the RDN Board (the Board) created the CATAC to prepare a Climate Adaptation and Mitigation strategy containing recommendations to the Board for immediate action. Following a significant delay from the COVID-19 pandemic, work was undertaken in 2020/2021 focusing on developing a concise list of actions for immediate implementation.

Action is prioritized by focusing resources on a few key areas having both a high likelihood of success and high potential for impact within the RDN context. Recognition is given to RDN climate adaptation and mitigation measures already incorporated into key work programs and that these programs need sustained support.

2.1 Core Principles

The CATAC Terms of Reference prioritize integrated approaches to support both adaptation and mitigation while maximizing co-benefits and reducing overall costs to the Regional District and its residents (Figure 1). Focusing efforts on a few top priorities helps ensure they are quickly addressed amidst competing workloads and local government priorities.

Figure 1. CATAC approach to prioritization and planning



2.2 Integrated, Nature-Based Approaches

Different RDN services can be strategically designed to support one another for better outcomes, maximizing potential co-benefits and reducing costs for RDN residents. Climate adaptation and mitigation actions cut across disciplines and can help identify these strategic points of support. Ensuring each plan and strategy specifically considers climate adaptation and mitigation and cross-connections with other RDN plans and services, will support lower cost progress on climate change. Focusing on nature-based approaches, including land acquisition and restoration, can also reduce costs by protecting the natural areas and systems that support existing service delivery, thereby avoiding more expensive engineered solutions.

3. Prioritization Methodology

All decisions were consensus-based following the Board-approved CATAC Terms of Reference (TOR).

CATAC members proposed actions based on their expertise and knowledge of the RDN context. A longlist was established by scoring proposed actions against the Board-approved Terms of Reference criteria and Strategic Plan direction, and against additional criteria selected by the CATAC (Table 1).

Table 1. *Criteria used for shortlisting of climate adaptation and mitigation areas*

Source	Criteria
CATAC Terms of Reference	<ul style="list-style-type: none">■ Have the lowest ratio of cost to GHG emissions reductions using a benefit/cost or return on investment methodology (for mitigation work)■ Can be undertaken by the RDN and its members within existing legislative authority■ Provide co-benefits for other local government functions■ Are equitable across the socio-economic income spectrum
RDN Board Strategic Plan (2019-2022)	<ul style="list-style-type: none">■ Immediate Action (within 1-2 years)
CATAC Membership	<ul style="list-style-type: none">■ Effectiveness in addressing risk (adaptation actions)■ Positive effect on local economy

The longlisted priorities were then shortlisted following circulation to RDN staff for comments on feasibility/impact and whether proposed actions were already underway.

Where additional information was required, staff developed business cases for shortlisted priorities to assist CATAC members in making prioritized recommendations to the Board. Business cases included best practice and jurisdictional scans, examples of possible approaches with high level costing, estimated impact, and more in-depth analysis of alignment with the CATAC TOR. CATAC members used the business cases alongside their own expertise and consensus discussion to develop the final ranked set of high-priority actions for recommendation to the RDN Board.

4. Recommended Priorities




Note: While all actions, including existing programs, need to be completed for meaningful progress on climate adaptation and mitigation, the Top Three priorities require more immediate attention. The three priorities also need to be Board strategic priorities to ensure support and implementation.

4.1 Top Three Immediate Priorities

The CATAC recommends immediate action on these top three priorities.

1. Ensure water supply resilience, including effective integration of Natural Asset Management.
2. Review and update existing RDN land use and building policies, bylaws and regulations to remove barriers to climate mitigation and adaptation and ensure RDN policies support climate-appropriate development and operations.
3. Increase support for climate-adaptive home retrofits.

Table 2. Attribute Summary - Top Priorities

Summary of Attributes – Priority Recommendations			
	 Water Supply Resilience	 Policy/Zoning/ Standards Review	 Climate-adaptive Home Retrofits
Within existing legislative authority	Yes	Yes	Yes
GHG emissions	Reduced	Reduced	Reduced
GHG \$/tCO₂e	Cost savings to RDN	Savings or low cost to RDN	Medium cost to RDN
Equity	Positive	Positive	Positive
Co-benefits for other local government functions	<ul style="list-style-type: none"> ■ Improved resident wellbeing ■ Improved Governance ■ Lower overall service costs 	<ul style="list-style-type: none"> ■ Improved resident wellbeing ■ Supports sustainable procurement, corporate carbon neutral plan, DWWP activities 	<ul style="list-style-type: none"> ■ Improved resident wellbeing ■ Lower pressure on emergency services
Economy	Positive	Positive	Positive
Adaptation - risk mitigation	High – water shortages	Medium – climate-adaptive development	Medium – climate-adaptive homes

4.2 Existing RDN Activities Requiring Ongoing Funding and Support

CATAC's top recommended actions are in addition to climate work currently underway and rely on that work continuing. Climate adaptation and mitigation work is needed across departments and must continue to be integrated into existing plans/strategies.

Existing programs are essential for minimizing risk to RDN residents and for reducing overall costs. Existing programs address key climate risks to RDN residents and allow preventative action. The programs reduce overall costs to the RDN and area residents by avoiding more costly, reactive responses, which are also less effective.

CATAC recommends the Board provide sustained, long term investment for the following RDN adaptation and mitigation programs underway, including future expansion in response to evolving risk:

- Wildfire Preparedness and Risk Management Programs (Emergency Services, Planning, Parks Services)
- Sea Level Rise Adaptation Program and Riverine Flood Risk Assessment and Planning Program (Long Range Planning, GIS, Emergency Services)
- Drinking Water and Watershed Protection (DWWP) Action Plan and all related activities (DWWP Service)
- Transit expansion and positioning for fleet electrification (Transit)
- Sustainable Procurement (Purchasing)
- Participation in Regional and Local-Government driven climate initiatives (e.g., VICC-CLP, Help Cities Lead) – Board/Energy and Sustainability
- Zero Waste Initiatives and landfill emission reductions (Solid Waste)
- Corporate Carbon Neutral Plan 2032 and associated reductions (Organisational)
- Electric Vehicle Charging Network Strategy Development (Energy and Sustainability)
- Net Zero Building and Renewable Energy Generation Strategy Development (Energy and Sustainability)
- Parks Acquisition (Recreation and Parks Services, DWWP, Long Range Planning)



4.3 Additional Actions

These additional actions should be addressed if additional resources become available in the near term:

- **Increase support for local food production and distribution to improve local food security:** Food security within the RDN is likely to worsen with climate change if food systems are disrupted. Local food production and distribution, adapted for future climate effects, can help reduce this impact. The RDN has existing plans (Agricultural Area Plan (AAP), Vancouver Island Regional Adaptation Strategy) that prioritize its role as a supporter in local food production. These plans identify actions, though they do not include actions for community production/distribution or have a strong focus on equity. The RDN has completed some of these actions but needs prioritization and resourcing for further implementation and review of the AAP, and for implementation of recommendations within the Vancouver Island Regional Adaptation Strategy.
- **Accelerate adoption of BC Energy Step Code and, when possible, Greenhouse Gas Intensities for new buildings:** The BC Energy Step Code is a voluntary energy efficiency standard for new Part 3 (complex, higher density) and Part 9 (low density) Buildings. By enacting the higher levels of Step Code, the RDN can require new buildings in its jurisdiction to meet a high level of energy efficiency that better protects occupants from external temperature extremes, lowers operational costs and decreases greenhouse gas emissions. The Province intends to mandate higher levels of efficiency through the BC Building Code as early as 2022, with further increases planned in 2027, and again in 2032. By accelerating Step Code adoption, the RDN would ensure more buildings are constructed to net zero standards, which lowers greenhouse gas emissions and increases the proportion of more climate resilient building stock. The Province may also soon release a voluntary standard that limits greenhouse gas emission intensities of new buildings which, if suitable, the RDN should adopt to further reduce greenhouse gas emissions.



5. Immediate Next Steps for Top Three Priorities (2022-2023)

5.1 Water Supply Resilience supported by Natural Asset Management

CATAC recommends ensuring water services in which the RDN is involved (both current and any proposed for the future) and areas within the RDN not served by community water systems, have water supply resilience, including emergency back-up under expected future climate scenarios (an approximate 40-50 year time horizon). Renewable energy generation should be included where feasible.

The RDN should also encourage all water purveyors within the RDN to adopt high quality, public-facing, climate-informed water supply planning (if not already in place).

IMMEDIATE STEPS FOR WATER SUPPLY RESILIENCE:



Document state of existing, climate-informed supply planning across water purveyors in the RDN (where purveyors are willing), including contingency/emergency supplies.



Make RDN information easily accessible and understandable by the public and encourage other water purveyors to do the same. Identify areas where additional supply planning work is needed.



Develop formal policy, approach, and sustainable funding mechanisms for natural asset management integration within the RDN, including land acquisition.



Advocate for high quality, climate-informed and public-facing water supply planning across all water purveyors in the RDN. Support advocacy work identified in the Drinking Water and Watershed Protection Plan.

and

Continue all work outlined in the Drinking Water and Watershed Protection Program Action Plan, including:

1. Complete water budgets proposed for higher risk areas, informed by:
 - projected agriculture water demand (e.g., 30% increase by 2050)
 - projected household demand (given proposed development)
 - environmental flow requirements
 - impacts of different demand-side management policies
 - expected climate change impacts to surface water and groundwater
 - emergency service water demand – fire management
2. Distributed and natural water storage initiatives under the DWWP Action Plan - rainwater harvesting, landscape/topsoil management, water conservation, added development permit areas for water conservation, and water-centric development.

FUTURE STEPS (2024 onwards):

- Using water budget results and results of climate-informed supply planning, identify RDN water services and well-based areas where demand-side management and disaggregated water storage options may not be adequate for sustaining supply resilience:
 - For these areas, scope water supply options beyond demand-side management.
- Using water budgets, prioritize acquisition/protection of natural assets required to sustain aquifer recharge. Using results of climate-informed water supply planning, identify additional storage needs.
- Include ongoing integration of natural asset management practices as a standard for RDN asset management.



5.1.1 Timeline and Resource Requirements



Table 3 Next Step Activities for Water Supply Resilience

2022 – 2023

<i>Draft proposed activity (in addition to current policy reviews)</i>	<i>Resources Needed (estimated)</i>	<i>Department(s)</i>	<i>Notes</i>
Work Plan Development	0.1 FTE	DWWP or E&S	An additional/new DWWP work plan priority in 2022 may come at expense of other planned DWWP activities. To mitigate, funding is proposed through RGS service and will be implemented in cooperation with DWWP.
Document state of supply planning across water purveyors and unserved areas in the RDN (2022)	\$20-50K	DWWP or E&S	
Continue work on water budgets (existing)	Already assigned	DWWP	
Publish water supply planning info in public-friendly format (2023)	\$15-20K	DWWP or E&S with GIS	
Develop preliminary natural asset management approach and supporting policies, expand inventory work (2023)	\$30-80K + \$30-200K inventory / startup	AM, E&S, DWWP	Supported by all RDN departments, costs could be shared with stakeholders

2024 – onwards

Continue water budget work	Already assigned	DWWP	Advocate for all water purveyors to do the same work
Additional supply forecasting studies where required	TBD	RDN water utilities & DWWP	
Develop acquisition/ protection plans (including DPAs ¹) for key natural asset areas as water budget results become available	TBD	AM, DWWP, Parks, E&S	Supported by all RDN departments, costs could be shared with stakeholders
For RDN-involved systems where demand side management inadequate, evaluate storage options	TBD	RDN water services	
Ongoing natural asset policy development and implementation of natural asset management	\$120-140K + 2% asset value/yr	AM, E&S, DWWP	

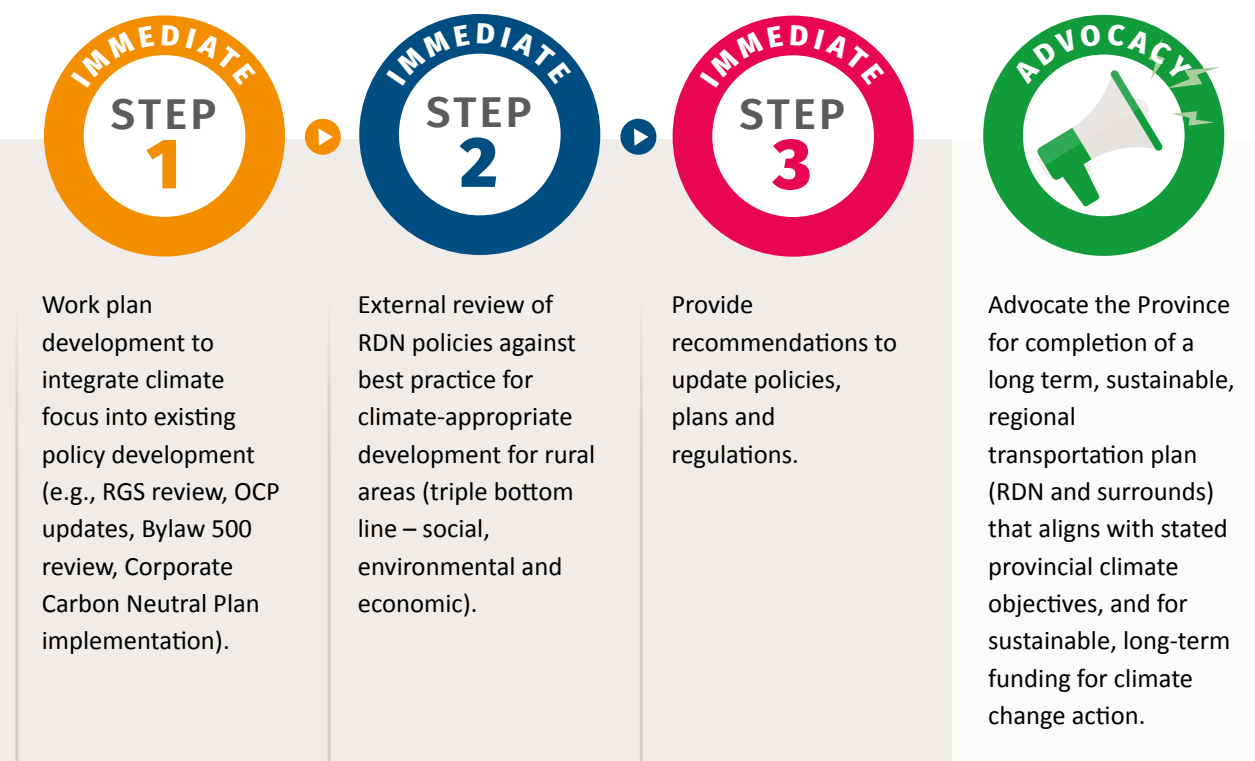
Note – Currently planned DWWP activities continue throughout, unless otherwise indicated.

¹ DPAs are Development Permit Areas that, in this context, can allow for specific requirements external to a new building to support water efficiency, energy efficiency, or greenhouse gas reductions

5.2 Review and update existing RDN policies and bylaws to remove barriers to climate mitigation and adaptation and ensure RDN policies support climate-appropriate development and operations

A climate-focused, triple bottom line (environment, economy and social impacts) review of the RDN's policies, plans and regulations to identify barriers preventing climate appropriate development/operations and driving loss of natural areas needed for sustainable service delivery should be completed. Policies, plans, fees and regulations influence land use decisions and have long lasting impacts that can be costly to reverse or change. These policies have long term impacts on resident ability to take action for climate adaptation and mitigation. Changes can have long term impacts on regional emission reductions and climate adaptation while protecting rural character. The scope of work includes review of internal corporate policies that guide development and operations.

IMMEDIATE STEPS FOR POLICY AND BYLAW REVIEW:



FUTURE STEPS (2024 ONWARDS):

- Public reporting on implementation, including specific changes and specific decisions affected by those changes.

5.2.1 Timeline and Resource Requirements



Table 4 Next Step Activities for Review of RDN Land Use Planning, Zoning and Corporate Policies and Standards to support Climate-Appropriate Development

2022 – 2023

*Draft proposed activity
(in addition to current policy reviews)*

*Resources Needed
(estimated)*

Department(s)

**Work Plan Development
and identification of priority policies**

0.2 FTE

E&S, LRP,
Current Planning,
Engineering

**Consultant summary of best practices, key recommendations
for zoning /bylaw updates and implications (triple bottom line)**

**\$30K – 80K/yr
Consultant Costs,
0.3-0.5 FTE/yr**

E&S, LRP

**Review, update, and development
of corporate standards**

**\$5K-15K per
standard**

E&S with
interdepartmental
consultation

2024 – onwards

Review of additional policies

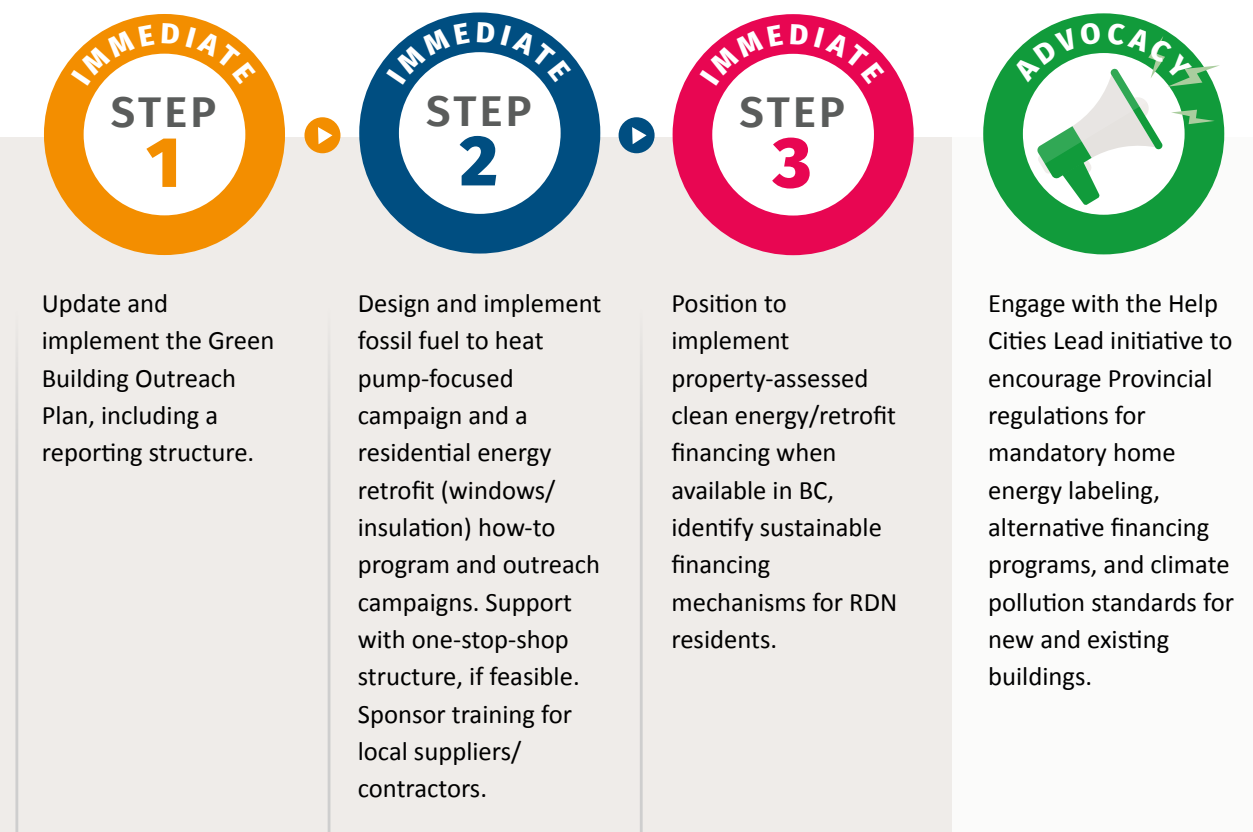
Supports Complimentary Activities

- Improvement of tree, aquifer, and natural area protections
- RGS review
- Review of Bylaw 500 (Zoning)
- OCP Reviews
- Corporate Carbon Neutral 2032 Plan implementation
- Sustainable Procurement Policy
- Rainwater Management Strategy Development
- Sustainable Site Planning Guide promotion

5.3 Expand Support for Climate Adaptive Home Energy Retrofits

Energy retrofits to existing buildings reduce energy costs, reduce greenhouse gas emissions, and better protect occupants against broader temperature swings expected under climate change. The RDN's green building program is not adequately resourced for effective outreach to drive the rate of retrofits required. There is currently strong federal and provincial financial support for retrofits, so the RDN can undertake a targeted, strategic outreach role to help residents take advantage of those programs at relatively low cost. Supporting alternative financing mechanisms, including property-assessed approaches, will ensure RDN residents can choose financing approaches that work best for their individual situation. Further, as local government legislation is expected to be amended to enable green building retrofit financing, the RDN will be positioned to successfully apply for funding grants and programs.

IMMEDIATE STEPS TO EXPAND SUPPORT FOR CLIMATE ADAPTIVE HOME RETROFITS:



FUTURE STEPS (2024 ONWARDS):

- Implement sustainable financing mechanisms (PACE), develop long term support program.

5.3.1 Timeline and Resource Requirements



Table 5 Next Step Activities for Expanded Support of Climate Adaptive Home Retrofits

2022 – 2023

<i>Draft proposed activity (in addition to current policy reviews)</i>	<i>Resources Needed (estimated)</i>	<i>Department(s)</i>	<i>Notes</i>
Green Building and Retrofit Outreach Plan and materials Redesign (2022)	\$20-40K consultant costs	E&S	In consult with DWWP, Building Inspection
Initial outreach/ support program design, pilot delivery(2022-2023)	\$50-80K Consultant costs, 0.5 FTE	E&S	
Home efficiency financing mechanism identification and preparation (2022-2023)	\$20 - \$180K	E&S	In consultation with Finance, cost depends on grant receipt / collaboration

2024 - onwards

Ongoing program delivery, reporting, adjustment	\$110-130K annual budget (1 FTE or 0.25 FTE and contracted services)	E&S	Work with local NGOs for program delivery where feasible, regional program if possible
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6. Strategic Supports for Successful Implementation

To ensure RDN resources are used effectively, CATAC recommends climate action is supported by the following elements.



6.1 Equity

Ensure all climate adaptation and mitigation work is equity centered, and further, the Urban Sustainability Directors Network Guidelines² for equity be used during program development and implementation to better ensure equity-centered climate action. And finally, costs to implement those guidelines be included in program budgets.



6.2 Educate to Mobilize

Action on these priorities will not succeed unless supported by awareness and understanding of the Board, staff and public. Each of the priorities must be supported with budgets and staff/consultant resources for professional-quality, equity-informed outreach that goes beyond side-of-desk approaches.

Programs reliant on public/voluntary action or voter support must include budgets for professionally designed, targeted outreach that motivates action and supports equity. Inward facing programs (e.g., Sustainable Procurement) should include staff resources and funding to develop Board and staff awareness to support effective adoption and implementation. Existing educational tools and resources should be used and adjusted for local circumstances.



6.3 Active Advocacy

On its own, the RDN cannot achieve effective climate adaptation and mitigation. Each priority that relies on other jurisdictions/stakeholders (e.g., other levels of government, private landowners, industry) for effective implementation needs to develop and implement a clear advocacy plan, including both collaborative advocacy (e.g., through UBCM resolutions and coordinated lobbying efforts with other local governments) and advocacy driven by the RDN.

² 2018. Urban Sustainability Directors Network – A Guidebook on Equitable Clean Energy Program Design for Local Governments and Partners.

<https://cuspnetwork.ca/wp-content/uploads/2020/03/USDNEquitableCleanEnergyGuidebookCompressed-2.pdf>



6.4 Collaboration and Regional Participation

Implementation of each priority should be supported by an assessment for potential collaboration with, and active outreach to other jurisdictions, local NGOs, or potential industry partners. This often requires more advance planning and development of agreements but can deliver a better result than might be achieved individually. Directing staff across all departments to support collaborative efforts, including through project management with interdepartmental teams, can support this. Engaging with and supporting existing opportunities that move local government interests forward (e.g., VICC-CLP, Help Cities Lead), can help deliver more cost-effective solutions.



6.5 Interdepartmental Approach

All the RDN's major strategies and initiatives need to advance climate adaptation and mitigation. To ensure this is done efficiently across the RDN and different strategies are mutually supportive, the RDN should ensure staff from other departments, not just the lead department, are involved in strategy development. This reduces risk of siloed work and will better support an integrated approach to climate adaptation and mitigation across RDN services.



6.6 Reporting, Accountability, Adaptive Approaches

Regular, public-facing reports on progress through a formal reporting framework and standard (e.g., Carbon Disclosure Project) should be required. This includes an annual report and budgeting for acquisition of baseline, trending and reporting data across the RDN. Higher level reporting should be supported by program level targets and reporting to track implementation within all RDN services. A triple bottom line reporting approach is recommended. Reporting keeps the electorate informed of progress on climate adaptation and mitigation measures, enables them to see policy results in action, and provides the Board with readily accessible, replicable progress results. Action should not be delayed by a lack of data but adapted as data becomes available and external supports change.

7. Review Cycle

In addition to annual public-facing reports, priority actions and recommendations should be reviewed every 3 years to ensure ongoing improvement of existing actions and development of new actions. This will allow for changes to prioritization as new information becomes available and external supports/risks change.





REGIONAL
DISTRICT
OF NANAIMO



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rdn.bc.ca

Appendix B. General Barrier Analysis Completed in 2021.

Barrier Type	Description
Scale of the Challenge Barrier	<p>The scale of the challenge is large. Residential retrofit rebate programs have delivered very low uptake in BC in the last six years. Current budgets and targets for rebate programs are not enough to put the province on track to meet 2030 GHG reduction targets.</p> <p>Meeting retrofit acceleration targets will require an exponential increase in the rate, scale, and depth of home energy retrofits in each community and across the province starting in 2020. Meeting Canada's 2050 net-zero emissions target will require energy retrofits to almost every building in Canada.</p> <p>Fuel neutral retrofit rebate programs inevitably result in many homes in the region switching to natural gas or upgrading to a higher efficiency natural gas heating system – locking in high carbon heating systems for another fifteen to twenty years.</p>
Economic Barriers	<p>Heat pump barrier: natural gas is cheaper than electricity. Electricity prices seem to be increasing faster than natural gas prices. There is an assumption that it will be more expensive to heat a home with a heat pump, at present and in the future.</p> <p>Heat pump barrier: initial heat pump purchase price. There is often a higher upfront capital cost for upgrading a heating system to a heat pump as compared to upgrading to a natural gas heating system. This includes the potential cost of upgrading the electrical panel and other electrical in/to the home to enable the heat pump installation. The cost is lower and the ease greater at the time of replacement for an oil or natural gas system.</p> <p>Deep retrofit affordability: the total cost of deeper energy retrofits will often be more than most homeowners are willing to spend in a short time frame. Willingness to make deeper investments in home retrofits may require effective mechanisms for homeowners to finance the retrofit and demonstrate the improved home market value that results from their effort and investment.</p> <p>Overall affordability: inability of lower and middle income households to afford retrofits.</p> <p>Contractual restrictions: homeowners who have signed rental contracts with oil heating fuel companies to rent oil tanks/heating systems face financial penalties and other barriers such as long notice periods that create a financial disincentive to switching off of oil and onto heat pumps.</p>
Awareness and Acceptance Barriers	<p>Low level of consumer awareness and lack of understanding about heat pumps, including how they operate, the purchase price, the ongoing operational costs, and the multiple consumer benefits of heat pump systems. Additionally, there are many consumer misconceptions about heat pumps, including noise, level of heating, and cost of heating.</p> <p>Low level of consumer awareness and lack of understanding about home energy retrofit opportunities, the rebates available, and the multiple benefits of improving the energy efficiency of a home.</p> <p>Consumers don't understand the big picture 'why' they should fuel switch to a heat pump or undertake a deep energy retrofit. Contractors and other stakeholders don't have the knowledge and messaging to provide a clear and compelling 'why you should do this' message to homeowners that highlights the climate imperative of low carbon home retrofits.</p> <p>Professionals such as realtors, building permit officials, home inspectors, and appraisers lack awareness and tools to present good information about the benefits of energy efficiency to their customers and clients.</p>
Consumer Access and Industry	<p>Limited access: in the case of some high efficiency products that are rebate-eligible (windows with a metric U-Factor of 1.22 (W/m²·K) or lower and heat pump hot water heaters) there are very few contractors actively selling these products, challenges for consumers to find those few contractors, and no mechanisms to direct consumers to those few contractors.</p> <p>Reliable access: consumers don't know where to find a good/qualified contractor.</p>

Capacity Barriers	Current capacity for acceleration: currently there are not enough contractor businesses, with sufficient staff, in the market to deliver significant retrofit acceleration. Substantially accelerating the adoption of retrofits will require an increased number of trained professionals operating in the province, from wholesalers to salespeople, installers, and service technicians.
Rental Housing and Demographic Challenges	Barrier for renters: split incentive where renters pay energy bills, but owners pay for retrofits. Owners may not be willing to invest in retrofits and renters may have no options for lowering their energy bills, improving home comfort, or reducing their GHG footprint associated with space and water heating.
	Low-medium income barrier: residents with low to medium incomes may be unable to pursue large retrofits due to competing financial pressures and high-cost living.
Complexity and Other Barriers	The complexity of the retrofit process: in the absence of an integrated home energy performance industry (whole home contractors that provide all home energy improvement services) and with no required energy evaluation for rebate programs, there are a) no industry stakeholders that can support homeowners to identify all the energy improvement opportunities in the home, b) challenges for homeowners to know where to start, to work with multiple contractors, and to sequence home energy improvements, and c) limited third-party dedicated support options for homeowners navigating the retrofit process.
	Hazardous materials disposal costs and other challenges: hazardous materials (for example, lead paint and asbestos) disposal can dramatically increase the costs and complexity of undertaking energy retrofits in some homes. The cost associated with proper oil tank removal and decommissioning represents another barrier.
Psychological Barriers that Limit Climate Change Mitigation & Adaptation	Robert Gifford's 'The Dragons of Inaction: Psychological Barriers that Limit Climate Change Mitigation and Adaptation' presents an important academic framework for identifying and addressing seven key physiological barriers to widespread adoption of heat pumps and other residential retrofits: lack of knowledge; ideological worldviews that tend to preclude pro-environmental attitudes and behaviour; comparisons with key other people; sunk costs and behavioral momentum; distrust toward experts and authorities; perceived risks of change; and positive but inadequate behavior change.

REGIONAL DISTRICT OF NANAIMO
CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the <Day> day of <Month>, 20<XX>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District" or "Client")

AND:

<VENDOR NAME>
<Street Address>
<City, Province>
<Postal Code>

(hereinafter called the "Consultant")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

1 Appointment

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

2 Term

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on <Enter Start Date> and ending on <Enter End Date>, unless sooner terminated as hereinafter provided.

3 Payment

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant unless pre-approved by the Regional District in writing.

4 Independent Contractor

The Consultant will be an independent contractor and not the servant, employee, or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

5 Assignment and Sub-Consultants

The Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof. The Consultant may retain subconsultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the subconsultants and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the subconsultants. The Consultant shall only employ subconsultants having the appropriate standards, qualifications, and experience in their respective areas of expertise. Notwithstanding the foregoing, Consultant may, where appropriate, subcontract any portion of the Services its affiliates without the Regional District's prior written consent and Consultant shall remain liable for the performance of such affiliates.

6 Intellectual Property

If any Intellectual Property is developed by the Consultant in the course of or in connection with the performance of the Services, the Consultant retains ownership of such Intellectual Property. Provided the Regional District has paid the Consultant for the Services, the Regional District will have a non-exclusive license to use any proprietary concept, product or process of the Consultant which relates to or results from the Services for the life of the Project and solely for purposes of its own internal use and for maintenance and repair including updating the original work, with respect to that part of the Project to which the Services relate.

7 Conflict

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

8 Limits of Liability

In consideration of the provision of the Services by the Consultant to the Client under this Agreement, the Client agrees that any and all claims which the Client may have against the Consultant, its employees, officers, agents, representatives and Sub-Consultants in respect of the Services, howsoever arising, whether in contract or in tort, save and except for claims arising out of or in connection with any malicious act or malicious omission under paragraph 9, shall be absolutely limited to the amount of the insurance available at the date such claim is brought, including any deductible portion therein, provided that neither

the Consultant nor any of its employees, officers, agents, representatives nor Sub-Consultants has done anything to prejudice or impair the availability of such insurance.

In no event shall the Consultant be liable for any loss or damage occasioned by delays or other causes or circumstances beyond the Consultant's reasonable control.

9 Indemnity

Notwithstanding the provision of any insurance coverage by the Client, and subject to paragraph 8, the Consultant shall indemnify and save harmless the Client, its officers, employees, agents, successors, assigns, representatives, Contractors and Other Consultants from and against any losses, claims, damages, actions and causes of action, costs, expenses, judgments and proceedings arising out of or in connection with any error, or negligent or malicious act or omission, by the Consultant or any of its officers, agents, representatives, employees or Sub-Consultants, except to the proportionate extent of any contributing negligent or wrongful act or omission of the Client, or any of its officers, agents, representatives, employees, Contractors or Other Consultants. The terms and conditions, of this indemnity provision shall survive the completion of all Services and the termination of this Agreement for any reason.

10 Insurance

At the Consultant's expense, provide and maintain any insurance that the Consultant is required to provide by law. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request.

Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per claim, \$1,000,000 aggregate.

Automobile third party liability insurance in an amount not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Consultant.

The Consultant will responsible for paying any insurance deductibles.

11 Termination

Notwithstanding any other provision of this Agreement:

- a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Consultant.

- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days' notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

12 Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby prior to the commencement of the work.

13 Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

14 Counterparts

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

15 Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties should then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC. unless otherwise agreed.

16 Freedom of Information

The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

17 Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant may only collect or create Personal Information that is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant must tell an individual from whom the Consultant collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Consultant's collection of personal information.

18 Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

19 Worksafe BC Coverage

Prior to the commencement of the work, all employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

20 Confidentiality

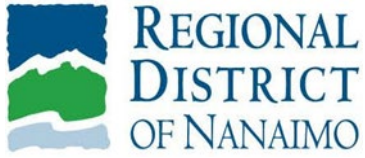
The Consultant shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

21 Delay in Performance

Neither the RDN nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

22 Miscellaneous

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.



SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

For the Regional District of Nanaimo:

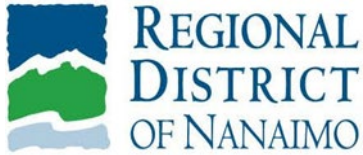
Signature

Printed Name, Title

For the Consultant, <Company Name or Consultant's Name>:

Signature

Printed Name, Title



SCHEDULE 'A' FEES & EXPENSES

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of **\$<Enter Amount>** in Canadian Dollars. This compensation includes all fees and expenses including GST. If the services are completed by the consultant at less cost than maximum amount, the Regional District shall be billed only for actual hours worked and actual expenses incurred. If the Consultant receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all the Services.

The Consultant shall submit invoices to the Regional District for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any subconsultants. Except for the amounts which the Regional District in good faith is disputing and except for invoices (or portions of invoices) in respect of which the Regional District has requested and not received supporting evidence, the Regional District shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

SCHEDULE 'B' SCOPE OF WORK

Enter/Attach RFP Response, Scope of Work, Deliverables and Timeframe