

Homeowner Guide



Your Guide to the City of Toronto's Home Energy Loan Program

This Homeowner Guide has been prepared to assist you with the process of applying for the City of Toronto's Home Energy Loan Program (HELP). The Guide takes you through the process step by step, provides instructions for completing application forms, and also provides useful tools to help with your home energy and water efficiency improvement project.

For more information or assistance with your application, please contact the HELP Program Manager:

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Section A: HELP Program Overview

Section A: HELP Program Overview

What is HELP?

The Home Energy Loan Program (HELP) is a new financing tool offered by the City of Toronto to help you improve your home's energy efficiency and save money. The program was developed to assist homeowners to access low interest financing to complete energy and water efficiency improvement projects.

Upgrading your home with energy efficiency improvements (also called retrofits) can cut your energy bills, improve home comfort and reduce harmful emissions to the environment. For many people, the high upfront cost of these improvements, such as upgrading to a high efficiency furnace and replacing old windows, can be a barrier to taking action.

HELP offers a solution. Low interest loans are available to qualifying homeowners who are interested in improving the energy and water efficiency of their home. Through HELP, the City will provide the funding required to complete the improvements and the homeowner will repay the City over time via installments on their property tax bill.

The potential savings you may realize after completing your home energy retrofit will help offset the cost of your monthly repayments to the City. And by making your home more energy efficient, you will be better protected against rising energy costs.

The City of Toronto established the HELP Pilot Program as a part of its commitment to achieving an 80 per cent reduction in greenhouse gas emissions from 1990 levels by 2050. Buildings, including homes, account for about 44 per cent of the greenhouse gas emissions. By making your home more energy efficient, you can help to reduce greenhouse gas emissions and improve Toronto's air quality.

Why is the City of Toronto providing these loans?

The Ontario Ministry of Municipal Affairs and Housing amended the Local Improvement Charge (LIC) regulation in October 2012, in such a way that now allows the City of Toronto to undertake capital works on individual private properties with the consent of the property owner (on a voluntary basis). The amendment expands the definition of capital works on private property to include energy efficiency, renewable energy and water conservation.

More information about the LIC regulatory amendment can be found [here](#).

The regulatory update paved the way for the City to introduce a new property-assessed financing program for property owners willing to invest in energy efficiency and water conservation improvements.

In July 2013, Toronto City Council unanimously adopted *EX33.22 Proposed Energy and Water Efficiency Initiative for the Residential Sector* - a \$20-million pilot program that uses the LIC mechanism to support improvements on private property. Ten million dollars of this funding is allocated to the single-family residential program which is called HELP - Home Energy Loan Program.

More information about the City Council decision can be found [here](#).

How it works

HELP provides an alternative to traditional financing. A homeowner voluntarily applies to the City's Program and enters into an agreement with the City to undertake qualifying energy efficiency and water conservation improvements.

The City then imposes a LIC by-law - equal to the cost of the improvements, plus interest and an administrative charge incurred by the City - on the participating property.

LIC payments to the City are then made over a period of up to 15 years as a special charge indicated on the property tax bill. The payment obligation attaches to the property, not the owner, and is secured by the City's priority lien status. If a property changes ownership, the new owner would assume the financial obligation and continue to make payments to the City until the special charge is fully paid.

Benefits to homeowners

Participating in HELP allows homeowners to receive financing for eligible improvements that increase the energy efficiency of the home. The program also offers additional benefits:

- HELP allows you to avoid the large upfront cost of home energy improvements and pay for them over time.
- HELP financing is attached to the property, not to the property owner. If you sell the property before the loan is repaid, the new owner will assume the balance of the loan and continue to repay it through the property tax bill. The new property owner continues to receive the benefits of the energy improvements.
- You may pay off your HELP loan at any time, without penalty.
- You benefit from low interest rates and longer repayment terms, compared to conventional financing.
- HELP makes it easier for homeowners to access the funding, incentives and rebates available to them, by creating a one-window service covering natural gas, electricity and water conservation. Homeowners will be provided information about rebates and incentives including:
 - Incentives of up to \$2,000 available from Enbridge Gas, including a rebate to cover the cost of your home energy assessments. And an incentive of up to \$650 is available from Toronto Hydro for replacing your furnace and air conditioner with high efficiency units.
 - The incentives you receive will be deducted from the total amount of your HELP loan.

Program eligibility

You may qualify for a low interest loan through HELP if:

- you own a detached, semi-detached, or row house;
- all of the property owners on title consent to the Program;
- your property tax and utility payments to the City are in good standing; and
- you obtain written consent from your mortgage lender, if applicable.

Types of eligible improvements

After completing your home energy assessment (see Step 2: Home Energy Assessment & Funding Request on page 13), your Certified Energy Advisor will recommend the improvements that will make your home more energy and water efficient. Some of the types of improvements that may be recommended by the Energy Advisor include:

- High efficiency furnace/boiler
- High efficiency central air conditioner
- High efficiency water heater
- Drain water heat recovery system
- Window or door replacement
- Air sealing (i.e. weather stripping, caulking)
- Attic insulation
- Exterior wall insulation
- Basement insulation
- Toilet replacement
- Heat recovery/energy recovery ventilator

Only improvements recommended by the Energy Advisor are eligible for funding. If you are interested in applying for funding for an improvement not listed here, speak to your Energy Advisor and/or the HELP Program Manager for assistance in assessing the improvement's eligibility.

Renewable energy projects, such as rooftop solar photovoltaic installations, are not supported by HELP.

How is the special charge calculated?

Your loan, or special charge, from HELP is calculated as the sum of three parts:

1. Funding amount (i.e. cost of home energy improvements less utility incentives)
2. Interest
3. Administrative charge

The total maximum special charge you may qualify for cannot exceed five per cent of your property's Current Value Assessment (CVA). To find out your property's CVA, refer to your MPAC statement or

City of Toronto property tax bill. The City will calculate the special charge after the final disbursement is paid to the homeowner based on approved actual cost.

The homeowner consents to the special charge being levied by the City on the participating property pursuant to the LIC regulation, and agrees to pay the special charge in equal amounts over the agreed term.

HELP interest rates & terms

HELP offers low interest rates and flexible terms to fit your budget. Interest rates are fixed and will not fluctuate over the payment term. The table below shows the terms and corresponding interest rates that are valid until December 31, 2015 and may be subject to change thereafter.

Terms	Fixed Interest Rates
5 years	2.5%
10 years	3.75%
15 years	4.25%

Note: An administrative charge of two per cent (2%), reflective of the City of Toronto’s cost of administering the Program, will be applied and calculated on the funding amount.

HELP affordability table

The chart below is for informational purposes only. It shows estimates to help you understand what your monthly payments might be.

Note: The monthly amounts are inclusive of funding amount, interest and the administrative charge.

Funding amount	Estimated Monthly Payment – 11 payments/year		
	5 years	10 years	15 years
\$10,000	\$200	\$110	\$80
\$15,000	\$305	\$165	\$120
\$20,000	\$405	\$220	\$160
\$25,000	\$505	\$275	\$200
\$30,000	\$610	\$330	\$240

Sample project costing

Here is an example of a HELP cost breakdown for a 10 year payment term. It also depicts how the homeowner would see the special charge indicated on their property tax bill.

Total cost of improvements (equipment, materials, labour, HST)	Cost of Improvements	\$12,000
Deduct the incentives and rebates from the utility companies	Less: Utility Incentives	-\$1,600
Cost of improvements minus incentives and rebates	Funding Amount	\$10,400
2% administrative charge	Interest 3.75%	\$2,047
Special charge amount to be levied on the property	Subtotal	\$12,447
	Administrative Charge	\$208
	TOTAL SPECIAL CHARGE	\$12,655



11 monthly payments/year = \$115/month

2012 Annualized Tax		Rate	2013 Interim Tax		
\$6,015.35	90% of 2012 Taxes			\$3,007.68	
Sub Total				\$3,007.68	
Special Charges/Credits		Summary			
		2013 Interim Tax		3,007.68	
	\$115				
Total				\$ 3,007.68	
Total Amount Due \$ 3,007.68					
1st Instalment Amount	Due Date	2nd Instalment Amount	Due Date	3rd Instalment Amount	Due Date
\$1,003.00	Mar 1, 2013	\$1,003.00	Apr 2, 2013	\$1,001.68	May 1, 2013

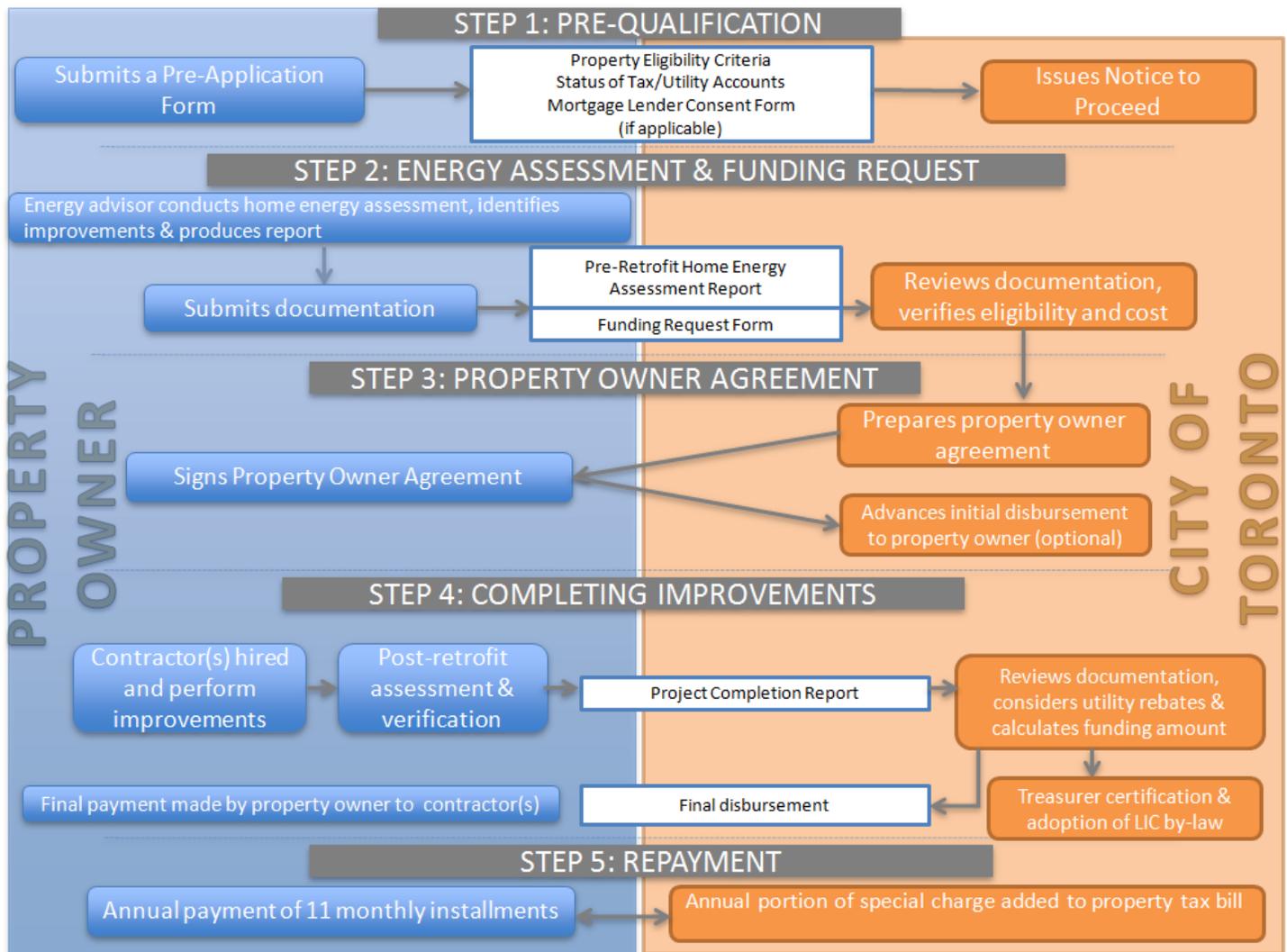
\$115 special charge on your tax bill

Section B: HELP Program Step by Step

Section B: HELP step by step

This section provides step by step details for homeowners to apply for a HELP loan. For your convenience, an Application Checklist is provided in Section C to guide you through the process.

Process Map



Step 1: Pre-Qualification

A) Complete a Pre-Application

The first step is to complete a HELP Pre-Application, then submit it to the HELP Program Manager either by fax or mail. The signature of all property owners is required. The form is available for download on the HELP website and a sample is available in Appendix A of this Guide.

B) Obtain mortgage lender consent

If you identified in your Pre-Application that your property is subject to a mortgage, then written mortgage lender consent is required. The City will provide a letter and form for you to give to your mortgage lender for sign-off.

Written consent from your mortgage lender is required to determine the maximum special charge allowed and permission for your enrollment in the City's Pre-Authorized Tax Payment Plan. Your financial institution's written consent for both these items is required before proceeding to Step 2.

Homeowners should be advised that failure to obtain written consent from all mortgage lender(s) could result in breaching a mortgage obligation with your financial institution. The City is not responsible or liable for such an outcome.

What's next?

After completing Step 1, the HELP Program Manager will carry out a review to verify the initial eligibility requirements. If you qualify, you will receive a Notice to Proceed Letter that identifies:

- the maximum eligible funding amount for your home energy improvements;
- a HELP file reference number for tracking your application as you proceed; and
- information for contacting a Certified Energy Advisor to arrange for a Pre-Retrofit Home Energy Assessment.

Note: The eligible funding amount is time-sensitive and conditional. The City will reserve your access to funding and the interest rate on the condition that the City receives a completed *Funding Request* (see Step 2 below) within 60 days.

Step 2: Home Energy Assessment and Funding Request

A) Conduct a pre-retrofit home energy assessment

After you have been pre-qualified for the Program, you can then proceed with booking a home energy assessment with an Enbridge-approved Certified Energy Advisor. This step is required to assess your home's current EnerGuide¹ rating based on current conditions as well as the measures needed to improve its energy efficiency.

This will include a basement-to-attic assessment of your home's insulation, heating and cooling systems, and the detection air leaks and drafts. When the assessment is complete, you will receive:

- a full report on the energy efficiency of your home, and recommendations for specific improvements;
- an EnerGuide rating - a rating between 0-100 of your home's current energy performance; and
- information on available incentives and rebates.

The City is not responsible for selecting Energy Advisors on behalf of homeowners and booking the energy assessment. It is solely the responsibility of the homeowner to do so. The cost of the pre- and post-retrofit assessments are not eligible for reimbursement under this Program. The homeowner is required to pay for the home energy assessments whether they proceed with the Program or not. However, the fees may be eligible for a rebate by Enbridge Gas, after you complete your improvement project and demonstrate a minimum 25 per cent natural gas reduction.

For a list of qualified Energy Advisors and more information on rebates for home energy assessments, visit the Enbridge Gas website at knowyourenergyscore.ca.

B) Determine project scope & source contractor quotations

After you have completed the home energy assessment, it's time to decide which improvements you would like to undertake. Keep in mind your desired energy savings, goals and budget, when considering the recommendations suggested by the Energy Advisor.

Then, the homeowner should discuss the desired improvements with prospective contractors and obtain a quote (or multiple quotes if appropriate) for each improvement.

C) Complete a Funding Request

Once you have identified the specific improvements you intend to undertake based on the home assessment and have sourced contractor(s) quotations, submit a Funding Request with the following details:

¹ EnerGuide is an official mark of Natural Resources Canada

- list of intended improvements you wish to install;
- details and cost estimates for the intended improvements based on contractor quote(s); and
- identify applicable incentives and rebates available to you from the utility companies.

A sample Funding Request is provided in Appendix A. You may consider asking your Energy Advisor or contractor for assistance when completing this form.

Items to Submit

- Funding Request form
- Copy of the pre-retrofit home energy assessment report
- A void cheque for the account that will be debited for the payments. You will automatically be enrolled in the City's Pre-Authorized Property Tax Payment Program to pay the tax bill for the property via 11 installments per year. For more information about this payment plan, visit the City of Toronto's Revenue Services [webpage](#).

What's next?

After receiving your completed form and documentation, the Program Manager will review your submission, verify its eligibility and if appropriate, approve your funding request.

Step 3: Property Owner Agreement (POA)

Once the City has approved your funding request, you will be sent a Property Owner Agreement (POA) to sign, which is the funding agreement between the property owner(s) and the City. You must sign the POA and return it to the City.

Once your signed POA is received by the City, signed by the Chief Corporate Officer and certified by the City Clerk, an initial disbursement of 10 per cent (10%) of the funding amount is provided to you to help get your project underway (if requested).

This initial funding is provided to help homeowners pay for project materials or to secure a contractor's services (i.e. security deposit).

A sample POA is provided in Appendix A.

Step 4: Complete Improvements

A) Retain and pay contractors

It is up to the homeowner to complete the work by retaining an insured contractor. The City will not pre-qualify contractors or procure contractors to undertake retrofit improvements on behalf of property owners in connection with this Program. Similarly, the City is not responsible for the work quality of any contractors and assumes no liability for the works undertaken. Any issues that may arise relating to the quality of workmanship or post-installation performance of retrofit improvements, for example,

should be dealt with by the homeowner and contractor directly. All retrofit improvements must adhere to local codes and by-laws.

Some smaller projects, such as window caulking, may be undertaken by the homeowner if desired.

The homeowner will use the funds disbursed by the City to pay contractors directly. All eligible improvements must be completed by the completion date specified in the POA.

B) Conduct a post-retrofit home energy assessment

After you have hired a contractor(s) and completed the improvements, book your post-retrofit assessment with your Energy Advisor. The advisor will certify the actual improvements completed and provide a new EnerGuide rating for your home. The cost of this assessment is to be paid by the homeowner and is not eligible for re-imbursalment under this Program. A copy of your final EnerGuide rating label must be provided to the City as part of the Project Completion Report (see below).

C) Complete a Project Completion Report

Complete and submit a Project Completion Report to the City no later than 14 days after completing your home's post-retrofit assessment.

It is important that you work with your Energy Advisor when completing the Project Completion Report. Your Energy Advisor will certify the improvements actually installed and sign-off that the information contained in the report is complete and accurate.

Items to Submit

- A complete list of actual improvements that were installed, as certified by the Energy Advisor.
- Final costing details obtained from contractor(s) invoices for the actual improvements installed.
- Confirmation of applicable rebates and incentives that your project will receive.

What's next?

After receiving your completed Project Completion Report and documentation, the Program Manager will:

- verify the results of your post-retrofit energy assessment;
- prepare a final costing schedule to accompany the Property Owner Agreement based on your actual project costs and incentives/rebates; and
- process and mail to you the final disbursement cheque.

The final disbursement is only provided to you after receiving a completed Project Completion Report, as determined by the City. At this time, the City will calculate the final special charge and provide you with updated appendices to the POA. A sample Project Completion Report is provided in Appendix A.

Step 5: Repayment

Now that your project is complete, the City will levy a special charge onto your property. Notice will be provided to you before this happens. A portion of the special charge will then be added to your tax bill annually. You will begin to repay the City via 11 monthly installments per year. Since you will be automatically enrolled in the City's pre-authorized payment plan, the monthly deductions will occur automatically.

At any time during the payment term, the homeowner can make a one-time payment of the outstanding amount balance remaining, without penalty. In doing so, the HELP loan will be cleared from the property.

Be advised that the City collects payments via the property tax bill in the same manner, and subject to the same penalties, remedies and lien priorities, as property taxes.

Other important information:

As described in the POA, this section highlights some additional important information for homeowners.

- **Completion date:** The homeowner is obligated to complete the improvements by the project completion date specified in the POA. A homeowner must notify the City in writing at least 10 business days before the completion date indicating if the homeowner is unable to substantially perform the improvements. The City reserves the right in its discretion on a case by case basis to extend the completion date to a later date.
- **Cost overruns:** Following completion of the improvements, where the homeowner's actual costs (reported in the Project Completion Report) exceed the estimated costs (reported in the Funding Request), a homeowner is eligible for up to 5% in additional funding for overruns.
- **Final disbursement:** The final payment to the homeowner by the City occurs within a reasonable period of time following receipt and approval of the Project Completion Report, as determined by the City. All City payments will be made by cheque payable to the homeowner.
- **Consent to levy of the special charge:** The homeowner consents to the special charge being levied by the City on the property pursuant to the regulation, and agrees to pay the special charge in equal amounts over the payment term.
- **Special charge added to the tax roll:** The portion of the special charge annually payable will be added to the tax roll for the property and will form a priority lien on the property if not paid when due.
- **Early buy-out:** At any time after the special charge is levied on the property, the homeowner can make a one-time payment of the amount of the special charge remaining outstanding without penalty.
- **Disclosure of the special charge:** Homeowners must notify any party to whom you plan to transfer your property, such as prospective buyers, real estate agents, financial institutions, in advance of a transfer, that a special charge has been imposed on the property pursuant to its participation in HELP.
- **Consent to utility usage data:** Homeowner must consent to provide the City with pre- and post-retrofit energy and water usage data for the purposes of evaluating HELP.
- **Above-guideline rent increase restriction:** The homeowner agrees not to apply for an above-guideline rent increase pursuant to the *Residential Tenancies Act* to assist the homeowner in paying the special charge or any other cost associated with the improvements.
- **Audit:** The homeowner is responsible for maintaining records of improvements installed on the property because the City may audit the POA and related records.
- **Inspection:** The City reserves the right, upon 14 days written notice to the homeowner, to have a City Official or third party contractor retained by the City inspect the work for the purpose of verifying the work stated in the Project Completion Report.

Section C: Additional Resources

Section C

Homeowner Checklist

	Steps
	Step 1: Pre-Qualification
	Fill out Pre-Application
	Are your taxes and utility bills up to date?
	Signed mortgage lender consent form
	Submit pre-qualification documents to City
	Step 2: Home Energy Assessment & Funding Request
	Book and complete energy assessment
	Source contractors and obtain quotes
	Complete and submit Funding Request
	Step 3: Property Owner Agreement
	Sign POA and return to City
	Receive 10% payment from City to start your project
	Step 4: Complete Improvements
	Do the work
	Book and complete post-retrofit home energy assessment
	Submit Project Completion Report
	Receive final disbursement cheque
	Pay contractors
	Step 5: Repayment
	Annual payment of 11 monthly installments

Financial Planning Tool for your Home Retrofit Project

This table is provided to assist you in planning your home retrofit project.

INTENDED IMPROVEMENTS	CONTRACTOR NAME	ESTIMATED COST (Including equipment, materials, labour, HST)
Total estimated cost of intended improvements		

✓	EXPECTED INCENTIVES/REBATES	ESTIMATED AMOUNT
	Enbridge Gas – Community Energy Conservation Program Incentive (excluding audit fee rebate)	
	Toronto Hydro/Ontario Power Authority – Furnace Incentive	
	Toronto Hydro/Ontario Power Authority – Central Air Conditioner Incentive	
	Canadian Mortgage & Housing Corporation – Green Home Premium Rebate	
Total expected incentives and rebates		

Helpful Links

Financial Incentives & Rebates

Enbridge Gas

[*Community Energy Conservation Program*](#)

Toronto Hydro

[*saveONenergy Heating & Cooling Incentives*](#)

Canadian Mortgage & Housing Corporation (CMHC)

[*Green Home Mortgage Loan Insurance Premium Refund*](#)

Resources for Home Improvements

Natural Resources Canada (Office of Energy Efficiency)

[*EnerGuide Rating System*](#)

[*Sustainable Housing Foundation*](#)

Community Partners

Project Neutral (Junction & Riverdale Neighbourhoods)

[*Getting to 80*](#)

Toronto Regional Conservation Authority (Black Creek Neighbourhood)

[*Black Creek Sustainable Neighbourhood Action Plan*](#)

Project Future Proof (The Beaches Neighbourhood)

Section D: HELP Forms & Documents

1. Pre-Qualification
2. Lender Acknowledgement and Consent – Letter & Form (Sample)
3. Funding Request
4. Project Completion Report
5. Property Owner Agreement (Sample)



Pre-Application

Welcome to the City of Toronto's Home Energy Loan Program (HELP). The purpose of the *Pre-Application* is to provide pre-qualification for HELP funding for you to make energy and water efficiency improvements to your property. For fast pre-qualification, please complete the following form and submit it to the City. Further instruction on how to submit this application is found below.

Additional information about HELP can be found on the City's website by visiting livegreentoronto.ca. Any questions you may have can be directed to the HELP Program Manager by e-mailing homeenergyloan@toronto.ca or by calling 416-392-6063.

What's Next?

Upon receipt of your completed *Pre-Application*, the Program Manager will review your form to determine your property's eligibility based on the following:

- Property type, location and verification of property ownership
- Status of your property tax and utility bill payments
- Mortgage lender consent (if applicable)

After successful completion of the review, if you qualify, the Program Manager will provide you with a Notice to Proceed letter that identifies:

- The maximum eligible funding amount for your project
- A HELP file reference number for tracking your application as you proceed
- Information for contacting an Enbridge-approved Certified Energy Advisor to arrange for a Pre-Retrofit Home Energy Assessment, the cost of which is not eligible for re-imbusement under this Program

How to submit the Pre-Application

Mail a hardcopy of this form to:

Program Manager
Home Energy Loan Program
City of Toronto,
Environment & Energy Division
55 John Street, 2nd Floor
Toronto, ON
M5V 3C6

or Fax the form to:

416-392-1456*

Attention:
Program Manager,
Home Energy Loan Program

*Sending personal information by fax is not a secure means of transmission.

Pre-Application

A - APPLICANT INFORMATION				
i. Applicant Primary Contact				
The person to whom all communication (i.e. letters, e-mails), including any legal notices under the Property Owner Agreement with the City, will be directed.				
Name of Primary Contact (First, Last):				
Mailing Street Address:				
City:			Postal Code:	
E-mail address:				
Telephone Number:				
Relationship to Property:	owner	manager	tenant	other (specify)
Preferred method of communication:	phone	e-mail	mail	

A - APPLICANT INFORMATION	
ii. Legal Name(s) of Property Owner(s)	
Please identify all property owners listed on the registered title for the property. All registered owners of the home must be identified in this section and consent to participate in HELP.	
Name of Property Owner 1:	
Name of Property Owner 2:	
Name of Property Owner 3:	

Pre-Application

B - PROPERTY INFORMATION

i. Property Identifying Information (the "Property")

Only Properties located within the boundary of the City of Toronto and within eligible neighbourhoods can participate in HELP. As a pilot program, funding may be limited to certain postal code areas across the City. Condominiums are not currently eligible.

Please identify the Property you are interested in making more energy and water efficient.

Property Street Address:

City:

Postal Code:

Assessment
Roll No.*:

		-			-			-					-						

* You can find your assessment roll number by looking at the top left corner of your property tax bill. Provide the first 15 digits only.



B - PROPERTY INFORMATION

ii. Property Type

What best describes your Property (check one):

<input type="checkbox"/>	Fully Detached		
<input type="checkbox"/>	Semi-detached		
<input type="checkbox"/>	Townhouse		
<input type="checkbox"/>	Multi-unit low-rise building	# of units	
<input type="checkbox"/>	High-rise apartment building	# of units	

Pre-Application

B - PROPERTY INFORMATION

iii. Utility Information

What is the primary fuel used to heat the Property?

Natural gas	Electricity	Oil	Other (specify)
-------------	-------------	-----	-----------------

Who pays the utility bills for the Property? (Check all that apply)

	Owner	Tenant	Third Party (i.e. mortgage lender)
Natural gas bill			
Electricity bill			
Water bill			

C - MORTGAGE LENDER CONSENT

Properties that are subject to a mortgage(s) will require the property owner(s) to obtain written consent from all mortgage lenders prior to participating in HELP. If you have a mortgage, a *Lender Acknowledgement & Consent Letter and Form* will be provided to you by the City. This form must be presented to the lender(s) with whom your mortgage(s) is registered for consideration. The completed form will form part of this *Pre-Application* and is incorporated into this *Pre-Application*.

A sample of these documents can be found [here](#).

Is the Property subject to a mortgage?	Yes	No
--	-----	----

If "yes", then list the lenders(s) holding these mortgages:

Name of Lender 1:	
Name of Lender 2:	

Note: Failure to obtain written consent from all mortgage lender(s) could result in the property owner breaching a mortgage obligation with the lender. The City is not responsible or liable for such an outcome.

Pre-Application

D - PROJECT STATUS

Help us to better understand the status of your project (check all that apply):

Project Status	Check (✓)
Not sure what improvements to complete/Early stage of exploring options	
Have a very specific set of desired energy improvements	
Have already completed the Pre-Retrofit Home Energy Assessment that the City requires for the program	
Have identified what contractor(s) who will implement the improvements	
Have developed a detailed scope of work for my project	
Have identified the rebates and incentives that are applicable to my project (local utility companies and others offer a number of incentives and rebates that support home energy improvements)	
Have approached my mortgage lender to discuss participation in the Program	
Have already obtained written mortgage lender consent for participation in the Program	
Have secured the necessary financing to pay for my project	

E - HOW DID YOU HEAR ABOUT HELP?

How did you first hear about the City of Toronto's Home Energy Loan Program?

City of Toronto/ Live Green Toronto websites	Energy Advisor
Enbridge Gas/Toronto Hydro	Home Renovation Contractor
Community Group	Social media (i.e. Facebook, Twitter)
Neighbour/Family/Friend	City staff
Event	Other (please specify)

Pre-Application

F - PROPERTY OWNER(S) SIGNATURE(S)

I/We the undersigned Property Owner(s) hereby:

- Attest that all the information submitted as part of this application is truthful and accurate;
- Give permission to the person named as the Applicant Primary Contact in this application to engage with the HELP Program Manager and/or other City staff on our behalf;
- Have read and understand the HELP Homeowner Guide and consent to the participation of the Property in the Program; and
- Understand and agree that any funding received under HELP will be repaid to the City by payment of a special charge added to the Property's tax account by the City.

Property Owner 1 Name (printed)	Property Owner 1 Signature	Date
Property Owner 2 Name (printed)	Property Owner 2 Signature	Date
Property Owner 3 Name (printed)	Property Owner 3 Signature	Date

The personal information on this form is collected under the authority of City of Toronto Act, 2006, Ontario Regulation 596/06, City of Toronto Act, 2006, S.O. 2006, Chapter 11, Schedule A, S. 136 (c) and City Council decision EX33.22 on July 16-19, 2013. Information collected will be used by City Divisions to assess and qualify Properties for the Program; followed by subsequent communication with the Applicant Primary Contact in order to access Program funding. Questions about this collection can be directed to the Supervisor, Environment Policy, 55 John Street, 2nd Floor, Toronto, Ontario, M5V 3C6 or by phone at 416-392-6063.

Request for Lender Acknowledgement and Consent

To Whom It May Concern,

You are receiving this Request because a residential property in which your financial institution has a mortgage interest (the "Applicant Property") has applied to the City of Toronto (the 'City') to participate in the City's Home Energy Loan Program (the "Program") and requires the consent of your financial institution to proceed with participation in the Program.

The Program: The City has established the Program to support property owners by providing funding for the installation of energy and water efficiency and conservation improvements. The Program (Executive Committee Item EX 33.22) was approved by Toronto City Council at its meeting on July 16-19, 2013.

The Local Improvement Charge: Under the Program, pursuant to Ontario Regulation 596/06 and with the consent of the property owner and the mortgage lender, the City will impose a local improvement charge ('LIC'), via a special charges by-law on participating properties to fund the installation of qualifying energy and water efficiency and conservation improvements on such properties. The amount of this LIC will equal the total of (a) the amount of funding that the property owner receives from the City under this Program, (b) a fixed interest charge on that amount, and (c) a fee reflective of the administrative costs incurred by the City in making such funding available. The property owner will pay this LIC over a time period not to exceed the lifetime of the improvements.

The City's LIC bylaw will require the current property owner at the time each annual payment is due, to pay the City the annual portion of the LIC until the LIC is fully paid. The City will collect this annual payment via the property tax bill in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes. The portion of the LIC payable within each year of the term of the LIC will be added to the tax roll of the property in the year it becomes payable. In accordance with the *City of Toronto Act, 2006* and Ontario Regulation No. 596/06, the portion of the LIC added annually to the tax roll has the same statutory priority lien as property taxes when added to the tax roll.

The maximum LIC which may be imposed by the City on a property under the Program is Five percent (5%) of the property's current value assessment as determined by the Municipal Property Assessment Corporation (MPAC).

Eligible Improvements: The energy and water efficiency and conservation improvements that are eligible for funding under the Program include: high- efficiency furnaces/boilers, high-efficiency central air conditioners, high-efficiency water heaters, air

Request for Lender Acknowledgement and Consent

sealing, attic/exterior wall/basement insulation, drain water heat recovery systems, window and door replacements and toilet replacements.

Program Interest Rates and Terms: The City is offering the annual interest rates and terms set out below. The owner of the Applicant Property will choose the term and corresponding interest rate that best suits their need, up to a maximum term of the useful life of the improvements. Interest rates will remain fixed and will not be adjusted over the term.

Term	Program Interest Rate
5 years	2.5%
10 years	3.75%
15 years	4.25%

Participation in the Program and Process: The owner of the Applicant Property has voluntarily applied to the City to participate in the Program. As part of the application process for the Program, the owner of the Applicant Property requires the consent of your financial institution to participate in the Program.

Following receipt of the requisite consent, the owner of the Applicant Property will engage the services of a certified energy advisor to identify the specific eligible improvements which would be applicable to the Applicant Property. Accordingly, the final amount of funding provided by the City in respect of the Applicant Property and the final amount of the LIC to be levied by the City on the Applicant Property cannot yet be determined. However, in no event will the final LIC amount exceed the Maximum LIC Amount indicated on the attached Lender Acknowledgement and Consent form.

Participation in the City's Preauthorized Property Tax Payment Plan is a condition of participation in the Program.

Purpose of this Request: This Request is being provided to you for the purpose of:

- (i) providing notice of the proposed participation of the Applicant Property in the Program, and
- (ii) seeking your consent as mortgage lender on the Applicant Property to the imposition of a LIC under the Program on the Applicant Property and to the Property's participation in the City Pre-authorized Property Tax Payment Plan.

Request for Lender Acknowledgement and Consent

Execution and Return of Acknowledgement: Kindly execute the attached Lender Acknowledgement and Consent and return it to the [undersigned].

RETURN TO:	
Property Owner Name	
Mailing Address	

Further information about HELP can be found by visiting livegreentoronto.ca or by contacting:

Program Manager,
Home Energy Loan Program
City of Toronto
55 John Street, 2nd Floor
Toronto, ON
M5V 3C6

Telephone: 416-392-6063
E-mail: homeenergyloan@toronto.ca
Fax: 416-392-1456

Request for Lender Acknowledgement and Consent Form

Date:

Property Address (the "Property"):

Property Owner:

Mortgage Holder (the "Lender"):

Maximum Amount for which the Property is Eligible
under the Program (the "Maximum LIC Amount"):

RE: Participation in the City of Toronto's Home Energy Loan Program

LENDER ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby represents that he or she is authorized to execute this Acknowledgement and Consent on behalf of the Lender.

The Lender hereby:

1. consents to the Property Owner agreeing to the City of Toronto imposing a Local Improvement Charge on the Property in the Maximum LIC Amount.

or

consents to the Property Owner agreeing to the City of Toronto imposing a Local Improvement Charge on the Property of no more than \$ _____.

2. consents to the Property Owner's participation in the City's Pre-authorized Property Tax Payment Plan.

Request for Lender Acknowledgement and Consent Form

LENDER:	
Authorized representative signature	
Name	
Title	
Name of Lender	
Date	

SAMPLE



Funding Request

The *Funding Request* is the second step of a three-part application process to access funding from the City of Toronto's Home Energy Loan Program (HELP). Applicants are required to first complete a *Pre-Application* and receive a HELP File Reference Number before proceeding to this stage.

This checklist is provided to assist Applicants in preparing the required items for submission to the City as accompaniment to the *Funding Request* form:

✓	Information to Provide	Instructions
	List of Intended Improvements	Indicate in Attachment 1 which of the eligible improvements you intend to install.
	Estimated Costs of Intended Improvements	Provide in Attachment 1 descriptions and cost estimates obtained from contractors for the improvements you intend to install.
	Pre-Retrofit Home Energy Assessment Report	Submit as Attachment 2 a copy of your pre-retrofit home energy assessment report that is provided by an Energy Advisor who is certified by Natural Resources Canada ("NR Can") and that includes the items indicated in Section A.
	Void Cheque	Submit as Attachment 3 a void cheque or a deposit slip from the account that will be debited for the City's Pre-Authorized Tax Payment Plan.

Additional information about the Program can be found on the City's website by visiting livegreentoronto.ca. Any questions you may have can be directed to the HELP Program Manager by e-mailing homeenergyloan@toronto.ca or by calling 416-392-6063.

What's Next?

After receiving your completed form and documentation, the Program Manager will prepare a Property Owner Agreement (the 'POA') between the Property Owner(s) and the City of Toronto. The POA must be signed by the Property Owner(s) in order to access funding from the Program.

A sample copy of this agreement can be found [here](#):

Funding Request

Once all Property Owner(s) have signed the POA and received back from the City a POA that has been signed by the Chief Corporate Officer and certified by the City Clerk, the Applicant can then:

- Proceed with engaging contractors and completing the improvements
- Be eligible for an initial disbursement of funds, if requested

How to submit the Funding Request

Mail a hardcopy of this form to: or Fax the form to:

Program Manager
Home Energy Loan Program
City of Toronto,
Environment & Energy Division
55 John Street, 2nd Floor
Toronto, ON
M5V 3C6

416-392-1456*

Attention:
Program Manager,
Home Energy Loan Program

*Sending personal information by fax is not a secure means of transmission.

Funding Request

HELP File Reference No.					-				
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A - PRE-RETROFIT HOME ENERGY ASSESSMENT REPORT

Please submit with this *Funding Request* a copy of the pre-retrofit home energy assessment report that the NR Can-certified Energy Advisor provided to you following your home energy evaluation.

This Pre-Retrofit Energy Assessment Report must include:

1. The current EnerGuide rating of the Property.
2. List of recommended improvements customized for the Property based on existing conditions which could potentially increase the NR Can EnerGuide rating of the home (the "Eligible Improvements").
3. Estimated energy costs savings that may be realized after installing the recommended improvements.

Note: The attached Pre-Retrofit Energy Assessment Report is part of this *Funding Request Form* and its contents are incorporated into this *Funding Request Form* as if fully stated on the form directly.

B - RETROFIT PROJECT DETAILS

i. Project Timeframe

The City will use the dates provided in this section to establish key dates for the Property Owner Agreement.

Expected project start date (dd/mm/yyyy)	
Expected project completion date (dd/mm/yyyy)	

Funding Request

B - RETROFIT PROJECT DETAILS

ii. Intended Project Details Table – Attachment 1

Please use the attached table (Attachment 1) to provide details about the energy and water efficiency improvements that will be included in the project for which you are seeking funding through the Home Energy Loan Program.

C - PROGRAM INTEREST RATES AND TERMS

HELP offers low interest rates and flexible payment terms. The interest rates shown below are fixed and will not fluctuate over the term.

Please select the term that best suits your needs (check one).

Check (✓)	Terms	Program Interest Rates
	5 years	2.5%
	10 years	3.75%
	15 years	4.25%

Note: An administrative charge of 2%, reflective of the City of Toronto's cost of administering the Program, will be applied and calculated on the final funding amount.

Funding Request

D - ESTIMATED COSTS AND INCENTIVES

Please complete the following table to provide details about the amount of funding requested from the Program based on the improvements described in Attachment 1.

Total estimated cost of Intended Improvements (from Attachment 1)	\$
Less: Total estimated incentives/rebates to be received (from Attachment 1)	\$
Total Estimated Funding Amount:	\$

E - DISBURSEMENT OF FUNDS

Applicants have the option of receiving an initial disbursement of funds prior to completing their project to pay for materials or secure a contractor (i.e. security deposit). This initial payment is 10% of the total estimated funding amount and is available after signing the Property Owner Agreement and before completing your project.

Please check (✓) the box below if you are requesting an initial disbursement:

	I request an initial payment of funds to get my energy improvement project started
--	--

Note: A final disbursement is provided only upon City approval of your completed *Project Completion Report* in accordance with the terms and conditions of your Property Owner Agreement.

ATTACHMENT 1 - INTENDED PROJECT DETAILS TABLE

HELP File Reference No.									
-------------------------	--	--	--	--	--	--	--	--	--

✓ INTENDED IMPROVEMENTS	DESCRIPTION	CONTACTOR NAME	ESTIMATED COST
<i>Indicate (✓) ONLY those improvements identified in the Pre-Retrofit Home Energy Assessment Report that the Property Owner(s) intends to complete</i>	<i>i.e. equipment make/model, materials, efficiency rating</i>	<i>Identify the name of the Contractor's Company providing a cost estimate</i>	<i>Indicate the Estimated Cost for each improvement based on Contractor estimates, including equipment, materials, labour and HST</i>
	Upgraded R-Value	Contractor Name	Estimated Cost
Exterior Wall Insulation			
Attic Insulation			
Cathedral/Flat Ceiling Insulation			
Basement Insulation			
Basement Header Insulation			
	Make/Model/Efficiency Rating	Contractor Name	Estimated Cost
Furnace/Boiler System			
Water Heater			
Central Air Conditioner			

	Heat Recovery/Energy Recovery Ventilator			
	Drain Water Heat Recovery System			
		# of Energy Star rated window/door	Contractor Name	Estimated Cost
	Window(s)/Door(s)			
		# of Low Flow Toilet(s)	Contractor Name	Estimated Cost
	Toilet(s)			
		Min. 10% air-change rate	Contractor Name	Estimated Cost
	Air Sealing			
		Describe	Contractor Name	Estimated Cost
	Other			
	Other			

✓ EXPECTED INCENTIVES/REBATES		ESTIMATED AMOUNT
<i>Indicate (✓) ONLY those incentives and rebates the Property Owner may be eligible to receive</i>		<i>Identify the estimated dollar amount (\$)</i>
	Enbridge Gas – Community Energy Conservation Program Incentive (<u>excluding</u> audit fee rebate)	
	Toronto Hydro/Ontario Power Authority – Furnace Incentive	
	Toronto Hydro/Ontario Power Authority – Central Air Conditioner Incentive	
	Canadian Mortgage & Housing Corporation (CMHC) – Green Home Premium Rebate	

ATTACHMENT 2 - PRE-RETROFIT HOME ENERGY ASESMENT REPORT

[Include a copy of the reports provided by the Energy Advisor]

ecoENERGY
an ecaACTION initiative

Energy Efficiency Evaluation Report

File number: _____

Property Owner:
CITY OF TORONTO
123 ANYWHERE DRIVE
TORONTO, Ontario
M3A 2C3

EnerGuide Rating

House type: Single detached
No. of storeys: Two
No. of RO windows: 20
RO = rough opening
Air conditioner: Yes

Heating system: Natural gas Furnace
Domestic hot water: Natural gas
Air leakage rate @ 50 Pa: 5.31 ACH
ACH = number of air changes per hour
Equivalent Leakage Area: 1840 cm²

The results of your pre-retrofit energy evaluation show that your house rates 64 points on the EnerGuide scale. If you implement all of the recommendations in this report, you could reduce your energy consumption by up to 35% and increase your home's energy efficiency rating to 76 points. The average energy efficiency rating for a house of this age in Ontario is 66, whereas the highest rating achieved by the most energy-efficient houses in this category is 87.

The sooner you start your renovations, the sooner you will benefit from the energy savings. And let's not forget how reduced energy consumption helps protect the environment.

Did you know that when you reduce the amount of energy used in your home, you also reduce the production of greenhouse gases (GHG) such as carbon dioxide? By improving your home's energy efficiency rating to 76 points, you will reduce its GHG emissions by 3.6 tonnes per year!

The ecoENERGY Retrofit - Homes program stopped accepting bookings for pre-retrofit evaluations as of March 31, 2010. If there is a complimentary grant program offered by a province, territory, municipality, utility or other organization, your file will be transferred to them in accordance with your consent.

Note: If you notice any discrepancies with the above description of your home, contact your service organization immediately.

Service Organization: _____
Telephone: _____

Certified Energy Advisor: _____
Certified Energy Advisor Signature

Date of evaluation: _____
Date of report: _____

HOT2000v10.01

ENERGY UPGRADE REPORT

HOT2000
Natural Resources CANADA
Version

Client: TORONTO, CITY OF
Address: 123 ANYWHERE DRIVE
City: TORONTO
Province: Ontario
Code: M3A 2C3
Phone: 416.123.4567

Audit Date: 03/06/2013
Auditor: _____
File ID: 5E08DXXXXX

Your house was analysed using a computer program developed by Natural Resources Canada. The following charts show the components of yearly energy consumption and heat loss for your home.

COMPONENTS OF ANNUAL ENERGY CONSUMPTION

Component	Percentage
Heating	71%
Hot Water	14%
Appliances	8%
Exterior	3%
Lights	2%
Cooling	0%
Other	0%

COMPONENTS OF ANNUAL HEAT LOSS

Component	Percentage
Ventilation	32%
Walls	24%
Basement	17%
Windows	19%
Doors	3%
Ceiling	5%
Floors	0%

Your house currently uses approximately 47785.8 kWh for space and hot water heating in an average year. The following chart illustrates the relationship between the energy used by your house, the anticipated energy use of your house after an energy upgrade and the energy used by an equivalent R2000 home.

ANNUAL HEATING + HOT WATER ENERGY CONSUMPTION (kWh)

Page 1

ATTACHMENT 3 - VOID CHEQUE

[Include a void cheque or a deposit slip from the account that will be debited for the City's Pre-Authorized Tax Payment Plan]

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0	Cheque No. N° de chèque	0000000
Pay to the order of Payez à l'ordre de	_____	\$ _____
		_____ Dollars
	Signature	_____
"000"	"00000"000	000000"0



Project Completion Report

The *Project Completion Report* is the final step to accessing funding from the City of Toronto's Home Energy Loan Program (HELP) (the "Program"). This report is to be provided **no later than 14 days after completing** your Post-Retrofit Home Energy Assessment by the Certified Energy Advisor.

Below is a checklist of items an Applicant must provide the City for the City to approve the final disbursement of funds. All documents attached to this report are incorporated into this report as if fully stated directly in this report:

✓	Information to Provide	Instructions
	List of Actual Improvements	Indicate in Attachment 1 a complete and accurate list of actual improvements that were installed. Provide certification from the NR Can Energy Advisor that installation of each of the improvements did occur.
	Final Costs for each of the Actual Improvements	Provide in Attachment 1 final costing details obtained from contractor(s) invoices for the energy and water efficiency improvements installed.
	Rebates/Incentives information	Confirm in Attachment 1 the applicable financial rebates and incentives that your project will receive.
	Home EnerGuide label after installation of the Actual Improvements	Submit as Attachment 2 a copy of the EnerGuide label provided to you by the Energy Advisor.

Additional information about the Program can be found on the City's website by visiting livegreentoronto.ca. Any questions you may have can be directed to the HELP Program Manager by e-mailing homeenergyloan@toronto.ca or by calling 416-392-6063.

What's Next?

Upon receipt of your *Project Completion Report*, the Program Manager will:

- Verify the results of your Post-Retrofit Home Energy Assessment
- Prepare a final costing schedule to accompany the Property Owner Agreement based on your actual project costs
- Process and mail the final disbursement cheque

Project Completion Report

Now that your project is complete, the City will levy a special charge onto your property. Notice will be provided to you before this happens. A portion of the special charge will then be added to your tax bill annually. You will begin to repay the City via eleven monthly installments per year. Since you will be automatically enrolled in the City's pre-authorized payment plan, the monthly deductions will occur automatically.

Be advised that the City collects payments via the property tax bill in the same manner, and subject to the same penalties, remedies and lien priorities, as property taxes.

How to submit the Project Completion Report

Mail a hardcopy of this form to: or Fax the form to:

Program Manager
Home Energy Loan Program
City of Toronto,
Environment & Energy Division
55 John Street, 2nd Floor
Toronto, ON
M5V 3C6

416-392-1456*

Attention:
Program Manager,
Home Energy Loan Program

*Sending personal information by fax is not a secure means of transmission.

ATTACHMENT 1 - ACTUAL PROJECT DETAILS TABLE

HELP File Reference No.									
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	✓ ACTUAL IMPROVEMENTS	DESCRIPTION	CONTACTOR NAME	ACTUAL COST	ENERGY ADVISOR CERTIFICATION
	<i>Indicate (✓) ONLY those improvements identified in the Pre-Retrofit Home Energy Assessment Report that the Property Owner actually did install</i>	<i>i.e. equipment make/model, materials, efficiency rating</i>	<i>Identify the name of the Contractor who installed the improvement</i>	<i>Indicate the Actual Cost for each improvement installed. The Actual Cost includes equipment, materials, labour and HST</i>	<i>This section to be completed by the Energy Advisor after completion of the improvements and post-retrofit assessment</i>
		Upgraded R-Value	Contractor Name	Actual Cost	EA initial - completed improvements
	Exterior Wall Insulation				
	Attic Insulation				
	Cathedral/Flat Ceiling Insulation				
	Basement Insulation				
	Basement Header Insulation				
		Make/Model/Efficiency Rating	Contractor Name	Actual Cost	
	Furnace/Boiler System				
	Water Heater				
	Central Air Conditioner				
	Heat Recovery/Energy Recovery Ventilator				

	Drain Water Heat Recovery System				
		# of Energy Star rated window(s)/door(s)	Contractor Name	Actual Cost	
	Window(s)/Door(s)				
		# of Low Flow Toilet(s)	Contractor Name	Actual Cost	
	Toilet(s)				
		Completed - 'Yes' or 'No'	Contractor Name	Actual Cost	
	Air Sealing				
		Describe	Contractor Name	Actual Cost	
	Other				
	Other				

<input checked="" type="checkbox"/> ACTUAL INCENTIVES/REBATES		ACTUAL AMOUNT
<i>Indicate (✓) <u>ONLY</u> those incentives and rebates the Property Owner will actually receive</i>		<i>Identify the actual incentive dollar amount (\$)</i>
	Enbridge Gas – Community Energy Conservation Program Incentive (<u>excluding</u> audit fee rebate)	
	Toronto Hydro/Ontario Power Authority – Furnace Incentive	
	Toronto Hydro/Ontario Power Authority – Central Air Conditioner Incentive	
	Canadian Mortgage & Housing Corporation – Green Home Premium Rebate	

I hereby certify that the information contained in this report is complete and accurate:		
Signature – Certified Energy Advisor	Name – Certified Energy Advisor	Date

ATTACHMENT 2 - POST-RETROFIT ENERGUIDE LABEL

[Include a copy of the EnerGuide label provided by the Energy Advisor]

ENERGUIDE

**123 Any Street
Anytown, ON**

68

(0-20) (21-49) (50-79) (80-100)
least efficient/la moins efficace most efficient/la plus efficace

File number: _____

Software version: 10.51

Service organization: _____

Date: 11/01/2010

Energy evaluation performed by:
Évaluation énergétique effectuée par: _____

An energy report has been provided to the homeowner.
Un rapport d'évaluation énergétique a été fourni au propriétaire.

 Natural Resources Canada / Ressources naturelles Canada 

Please affix this label to the electrical panel or in the vicinity of the electrical panel so that it is easily visible. Thank you.

Merci d'apposer cette étiquette sur la boîte électrique ou bien en évidence près de celle-ci.



Property Owner Agreement (POA)

<p><i>As provided in the Pre-Application in Appendix E,</i></p> <p><i>Property Owners (hereinafter, collectively, the "Property Owner"):</i></p> <ol style="list-style-type: none">1.2.3. <p><i>Property Identifying Information (hereinafter, the "Property"):</i></p> <ol style="list-style-type: none">1. Address --2. Assessment Roll --	<p><i>Certified as sufficient, in accordance with O.Reg. 596/06.</i></p> <hr/> <p><i>for City Clerk</i></p> <p><i>Approved as to Form</i></p> <hr/> <p><i>for City Solicitor</i></p>
---	--

THIS PROPERTY OWNER AGREEMENT ("POA"), made in duplicate as of this ____ day of ____ 2014 ("Effective Date").

B E T W E E N:

PROPERTY OWNER

Of The First Part

- and -

CITY OF TORONTO

(hereinafter called the "City" and, together with the Property Owner, the "Parties")

Of The Second Part

WHEREAS:

1. Toronto City Council ("Council") at its meeting of July 16-19, 2013, adopted Decision EX 33.22 (the "Decision"), and enacted By-law 1105-2013 (the "By-law") pursuant to Section 35.5 and 35.6 of Ontario Regulation 596/06 to authorize the undertaking of energy efficiency and water conservation works on private residential property as local improvements under the Residential Energy Retrofit Pilot Program set out in the By-law (the "Program").

2. Among other things, the Decision authorizes the Deputy City Manager & Chief Financial Officer and the Chief Corporate Officer to negotiate and enter into POAs with consenting property owners on the terms and conditions set out in the Decision which are incorporated, as appropriate, into this POA.
3. The Property Owner owns the Property.
4. The Property Owner has submitted a complete Pre-Application and complete Funding Request for the Property to participate in the Program.
5. The City has reviewed the Pre-Application and Funding Request and has approved the participation of the Property in the Program;

In consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Definitions

In this POA, unless inconsistent with the subject matter or context:

"Actual Cost" means the invoiced cost of completion of the Actual Improvements as set out in Appendices A2 and G;

"Actual Improvements" means the Eligible Improvements undertaken to the Property under the Program as indicated in Appendices A2 and G;

"Actual Incentive/Rebate" means the Incentive/Rebate that the Property Owner is eligible to receive, as indicated in Appendix A2.

"Administrative Charge" means two percent of the Funding Amount, representing the Property's share of the City's cost of administering the Program;

"Applicable Laws and Requirements" means:

- (1) any statute or proclamation or any delegated or subordinate legislation, including regulations and municipal by-laws;
- (2) any lawful requirement of a Governmental Authority, including but not limited to those lawful requirements contained in POAs with the Governmental Authority or in approvals, certificates, permits and/or other authorizations issued by the Governmental Authority; or
- (3) any applicable judgment of a relevant court of law, board, arbitrator or administrative agency of competent jurisdiction,

each of which is binding and in force in the Province of Ontario;

"Approved Final Cost" has the meaning given to it in section 8, and as set out in Appendix A2;

"Assignment, Novation, and Release" means an agreement to assign this POA to a new owner of the Property and to release the Property Owner from his or her obligations under this POA, in the form attached as Appendix C;

"Business Day" means Monday to Friday inclusive, excluding statutory and other holidays, namely; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the City has elected to be closed for business;

"Business Hours" means the hours between 8:30 am and 4:30 pm (Eastern time zone);

"City" means the City of Toronto;

"City-Provided Material" means any written documentation or other material that the City makes available generally to the public or specifically to the Property Owner in connection with the Program or this POA;

"Cost of Borrowing" means the City's notional cost of borrowing to fund the Program (set at the rate of foregone investment income to the City) charged to the Property by applying the Program Interest Rate to the Funding Amount over the Special Charge Term;

"Completion Date" means the date indicated in Appendix A1 by which the Work shall be completed, as that date may be extended pursuant to section 7 of this POA;

"Contractor" means an insured person retained by the Property Owner to complete the Work;

"Council" means Toronto City Council;

"Current Value Assessment" means the current value assessment of the Property as shown on the last returned assessment roll at the time of submitting the Pre-Application to the City;

"Eligible Improvements" means the energy efficiency and water conservation improvement measures recommended in the Pre-Retrofit Home Energy Assessment Report for the Property, as set out in Attachment 1 to Appendix F;

"Estimated Cost" means the estimated cost of completion of the Intended Improvements as set out in Appendices A1 and F;

"Estimated Incentive/Rebate" means the Incentive/Rebate that the Property Owner may be eligible to receive, as indicated in Appendix A1.

"Estimated Lifetime" means the estimated useful life of the Intended Improvements, as set out in Appendix A1;

“Final Disbursement” means the disbursement of the remaining portion of the Funding Amount not already disbursed as the Initial Disbursement by the City to the Property Owner, as calculated pursuant to Section 10 and set out in Appendix A2;

“Funding Amount” means the total funds provided to the Property Owner by the City under this POA, and calculated pursuant to Section 9 and set out in Appendix A2;

“Funding Request ” means a request in the City's prescribed form that the Property Owner has completed and submitted to the City's satisfaction for funding for the Work, which completed request is attached as Appendix F to this POA;

“Governmental Authority” means any federal, provincial or municipal government, parliament, legislature, or any regulatory authority, agency, ministry, department, commission or board or other representative thereof, or any political subdivision thereof, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity, having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing (including, without limitation, any arbitrator);

“Incentive/Rebate” means any money received or to be received from a utility company, Governmental Authority, or Crown or municipal corporation (including the Canadian Mortgage and Housing Corporation) in respect of one or more of the Actual Improvements, but excluding any money intended to cover any portion of the cost of an energy assessment;

“Initial Disbursement” means disbursement to the Property Owner of the portion of the Funding Amount requested in the Funding Request of up to ten percent of the Estimated Cost in advance of completion of the Work, in accordance with Section 5;

“Intended Improvements” means the Eligible Improvements intended to be undertaken to the Property under the Program as set out in Appendix F;

“Lifetime” means the effective useful life of the Work, as set out in Appendix A2;

“Local Improvement Roll” means the local improvement roll for the Property setting out the Special Charge (Actual), as prepared and corrected by the City and certified by the City Treasurer in accordance with the Regulation;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, Chapter M.56, as amended;

“Payment Term” means the time period over which the Property Owner will pay the Special Charge (Actual) commencing on the earlier of the date of first payment of the Special Charge (Actual) and the first payment due date for the Special Charge (Actual,) and ending upon full payment of the Special Charge (Actual);

“Pre-Application” means an application in the City's prescribed form that the Property Owner completed and submitted to the City's satisfaction and that confirmed the Property's

eligibility to participate in the Program, which completed form is attached as Appendix E to this POA;

"Pre-Authorized Property Tax Payment Program" means the City's payment program in which a Property Owner authorizes automatic withdrawals from his or her bank account to the City to pay property taxes and other charges collected through the tax bill as they become due and owing, such withdrawals to be made eleven times per calendar year;

"Program Documents" shall mean the documents comprising the Property Owners' request to participate in the Program and to obtain the requested funding, consisting of the:

- (1) Pre-Application, attached as Appendix E;
- (2) Funding Request, attached as Appendix F; and
- (3) Project Completion Report, attached as Appendix G;

"Program Interest Rate" means the following annual interest rates corresponding to each of the following Special Charge Terms, which interest rate will be fixed for the duration of the Special Charge Term:

Special Charge Term	Effective Interest Rate (Annual)
5 years	2.5%
10 years	3.75%
15 years	4.25%

"Project Completion Report" means a report, in the City's prescribed form, that the Property Owner will prepare and submit to the City's satisfaction by the Property Owner to the City following completion of the Work, for determination by the City, in accordance with this POA, of any Final Disbursement for which the Property qualifies, which completed report will be attached as Appendix G to this POA;

"Property Owner-Provided Material" means any written documentation or other material that the Property Owner provides to the City, including but not limited to the Program Documents;

"Regulation " means Ontario Regulation 596/06, *Local Improvement Charges-Priority Lien Status* regulation made pursuant to the *City of Toronto Act, 2006*, as amended from time to time;

"Special Charge" means a charge imposed by the City on the property pursuant to the Regulation;

"Special Charge (Actual)" means the final Special Charge for the Property based on the Actual Improvements, as set out in Appendix B2, that City Council will impose on the Property;

"Special Charge (Estimated)" means the estimated Special Charge for the Property based on the Intended Improvements, as set out in Appendix B1;

"Special Charge Term" means the time period of five, ten or fifteen years, as selected by the Property Owner on Appendix F (Funding Request), commencing from the first payment due date for the Special Charge (Actual), which term cannot exceed the Lifetime of the Work;

"Substantially Performed" shall mean when the Work is ready for use or is being used for the purposes intended;

"Term" shall have the meaning ascribed to it in Section 2; and

"Work" means the Actual Improvements, collectively.

2. Term

This POA commences on the Effective Date and terminates at the end of the Payment Term. As provided by Section 22, the Term continues even if ownership of the Property transfers but, upon such transfer, the prior Property Owner may become eligible for a Release.

3. Interpretation

Each of the following Appendices to this POA are incorporated by reference into this POA as if they were fully stated herein:

Appendix A1 – Work – Intended
Appendix A2 – Work – Actuals
Appendix B1 – Special Charge – Estimated
Appendix B2 – Special Charge – Actual
Appendix C – Form of Assignment, Novation and Release
Appendix D – Utility Usage Release Forms
Appendix E – Pre-Application
Appendix F – Funding Request
Appendix G – Project Completion Report

Where there is a conflict between the language in any of the Appendices and this POA, the language of this POA shall prevail.

4. Property Owner's Initial Covenants:

The Property Owner covenants that the Property Owner:

- (1) is the lawful owner of the Property, and that if more than one person owns the Property, all Property Owners are parties to and have signed this POA;
- (2) has obtained the consent of all persons with a mortgage interest in the Property to participate in the Program, and has provided such consent to the City;

- (3) understands and agrees that:
- (a) the Special Charge (Estimated) as set out Appendix B1 is only an estimate of the Special Charge amount based on the Estimated Cost set out in Appendix A1;
 - (b) the City shall provide the Property Owner from time to time with updated versions of Appendices A2 and B2 (as new information set forth in Appendices A2 and B2 becomes known) to which the Property Owner will then be bound except as otherwise provided in this POA;
 - (c) the maximum Special Charge (Actual) for the Property cannot exceed five percent of the Current Value Assessment; and
 - (d) the City will advise the Property Owner of the Special Charge (Actual) pursuant to Section 16.
- (4) understands and agrees that by entering into this POA and providing a void blank cheque, the City will automatically enrol the Property Owner in the Pre-Authorized Property Tax Payment Program, which payment program will apply to payment of the Special Charge (Actual), the property taxes payable on the Property, and any other charges that are payable through the Property's tax bill.

5. Initial Disbursement

Prior to completion of the Work, the City will pay the Initial Disbursement indicated in Appendix A1 to the Property Owner.

6. Property Owner's Responsibility

The Property Owner understands and agrees that it is the Property Owner's sole responsibility to complete the Work by retaining a Contractor and to ensure that the Work is completed by the Completion Date.

The City takes no responsibility for and has no involvement in retaining a Contractor or any other person to complete the Work. The City also takes no responsibility for and has no involvement in the completion of the Work or in ensuring its completion, and the Property Owner is solely responsible for any action he or she may take that may impede or adversely affect the Contractor and the Contractor's ability to complete the Work in a timely manner. The Property Owner further understands and agrees that the City has no responsibility or liability to the Contractor or to the Property Owner for the completion of the Work including, without limitation, any delays, errors, or defects in the completion of the Work, any negligence of the Contractor in the completion of the Work, the Contractor's failure to complete the Work, any payment or failure to make payment to the Contractor or any other person in respect of completion of the Work, and the discharge of any liens on the Property.

The Property Owner is not an agent of the City.

The Property Owner understands and agrees that it is the Property Owner's sole responsibility to make payments for the completion of the Work, and that the City will make payments to the Property Owner in accordance with this POA only if all requirements for such payment have been met.

The City is not liable for any failure of the Work to achieve the expected energy savings or to qualify for a Final Disbursement under the Program. The Property Owner further understands and agrees that the maximum Funding Amount under the Program is the lesser of the three amounts set out in section 9 of this POA, and that the Property Owner may not receive payment from the City of all, or any, costs incurred by the Property Owner to complete the Work.

The City is not responsible for, and will not provide funding under the Program for, costs incurred by the Property Owner in retaining a certified energy advisor.

7. Completion Date

Provided that the Property Owner notifies the City in writing by at least 4:00 pm on the business day that is at least 10 business days before the Completion Date that the Property Owner is unable to Substantially Perform the Work by the Completion Date, and provided further that the Property Owner indicates the reasons for the delay and makes available whatever additional written or verbal information the City requires, then the City retains the right in its discretion on a case by case basis to extend the Completion Date to a later date.

8. Approved Final Cost

Within 14 days of the earlier of (a) the Work being Substantially Performed or (b) the Completion Date, the Property Owner shall provide the City with the Project Completion Report.

The City shall then verify the completeness and accuracy of the Project Completion Report, and will disqualify the Property from any funding under this POA if the Project Completion Report is incomplete or, in the City's sole opinion, provides inadequate information to qualify for funding under this POA.

The City may, in its sole discretion, make any reasonable adjustments to the Actual Cost as evidenced on the Project Completion Report, and may inspect the Work in accordance with Section 25 of this POA.

The Actual Cost as verified and adjusted by the City in its sole discretion will constitute the Approved Final Cost.

9. Funding Amount

The Funding Amount shall be the amount, net of Actual Incentives/Rebates, that is the lesser of:

- (1) the Approved Final Cost;

- (2) the Estimated Cost plus Five (5) per cent of the Estimated Cost; and
- (3) the highest dollar amount that does not cause the Special Charge (Actual) to exceed five percent of Current Value Assessment when the City calculates the Special Charge (Actual) as set forth in Section 11(1) of this POA.

10. Final Disbursement

The Final Disbursement shall be the Funding Amount as determined under Section 9 of this POA, less the Initial Disbursement.

The City will pay to the Property Owner the Final Disbursement within a reasonable period of time following receipt of the Project Completion Report, as determined by the City. Any City payment will be made by cheque payable to the Property Owner.

11. Special Charge

(1) Calculating the Special Charge

After the Final Disbursement Amount is paid to the Property Owner, the City will calculate the Special Charge (Actual) for the Property.

The Special Charge (Actual) shall equal the sum of (a) the Funding Amount, (b) the Cost of Borrowing, and (c) the Administrative Charge.

(2) Notice of the Special Charge

The City will advise the Property Owner of the proposed Special Charge (Actual) pursuant to Section 16.

(3) Consent to Levy of the Special Charge

The Property Owner consents to the Special Charge (Actual) being levied by the City on the Property pursuant to the Regulation, and agrees to pay the Special Charge (Actual) in equal annual amounts over the Special Charge Term, by making 11 monthly payments per year under the Pre-authorized Property Tax Payment Plan.

(4) Early Payment of Special Charge

At any time after the Special Charge (Actual) is levied on the Property by the City, the Property Owner can discharge the Special Charge (Actual) and end the Payment Term by making a one-time single lump sum payment in an amount determined by the City. As permitted by Section 35.8 of the Regulation, the amount of the payment will be the present value of the Special Charge (Actual) still outstanding, calculated by the City using the Program Interest Rate as the discount rate.

(5) Apportioning the Special Charge

The City apportions the Special Charge (Actual) on the basis of one Special Charge per property

12. Property Owner's Additional Obligations:

The Property Owner shall:

- (1) Complete the Work by the Completion Date;
- (2) Remain enrolled and in good standing in the City's Pre-authorized Property Tax Payment Program for the duration of the Payment Term;
- (3) If the Property Owner does not complete the Work or otherwise does not put the Property in a position where the City can impose the Special Charge on the Property, repay in its entirety all funds received from the City pursuant to this POA or under the Program within ten business days of receipt of a demand for payment from the City;
- (4) Provide the City access to all information related to energy usage and water consumption at the Property for the period commencing in the calendar year prior to the commencement of the Work through to five years following the Completion Date;
- (5) Complete the Utility Usage Release Forms attached in Appendix D and submit them to the City; and
- (6) Notify any party to whom the Property Owner plans to transfer the Property, whether a buyer or otherwise, in advance of such transfer that the Special Charge (Actual) has been, or will be imposed on the Property pursuant to the Program and the Regulation.

13. Incentives/ Rebates

The Property Owner agrees to apply for all Incentives/Rebates for which the Property may be eligible, and agrees, to provide the City prior to submission of the Project Completion Report with information on all Incentives for which it has applied, and for which it has been approved.

Where the Property Owner has sought or received Incentives/Rebates separate and apart from the Actual Incentives/Rebates disclosed to the City in advance of the City making the Final Disbursement so that the City was unable to deduct the amount of such Incentive/Rebate in accordance with Seciton 9, the Property Owner hereby consents to the assignment to the City of these undisclosed Incentives/Rebates payable to the Property Owner, and agrees to direct the provider of such Incentive/Rebate to make payment of all such Incentives/Rebates to the City.

In addition, the Property Owner consents to the City communicating with the provider of the undisclosed Incentive/Rebate any information pertaining to the Property Owner's request

for or receipt of such Incentive/Rebate and to the Property Owner's application for and participation in the Program, including any information included in the Program Documents.

14. Withdrawal

The Property Owner may withdraw from this POA by completing the withdrawal form in Appendix H and submitting to the City Clerk by mail or in person so long as such submission arrives date-stamped no later than eight business days from the date the Property Owner submitted the signed POA to the City by mail or in person.

15. Certified POA

Once certified by the City Clerk, this POA is final and binding.

16. Notice of Local Improvement Roll

The City shall give notice to the Property Owner of the proposed Local Improvement Roll before the Special Charge (Actual) is imposed. The proposed Local Improvement Roll shall set out the proposed Special Charge (Actual) to be levied on the Property in respect of the undertaking of the Work on the Property under this POA and under the Program.

Upon receipt of notice of the proposed Local Improvement Roll, the Property Owner has 21 days to provide to the City written objections or proposed revisions to the proposed Local Improvement Roll.

The City's Treasurer shall consider any objections and proposed revisions to the proposed Local Improvement Roll as may be made by the Property Owner, and may make any corrections to the proposed Local Improvement Roll which the Treasurer considers fair and equitable as a result of such objections and proposed revisions. Once any such corrections are made, the Treasurer shall certify the Local Improvement Roll.

The certified Local Improvement Roll and the Special Charge (Actual) set out in it shall be final and binding on the Property, and the Work is conclusively deemed to have been lawfully undertaken in accordance with the Regulation.

17. Special Charges added to the Tax Roll

Pursuant to the *City of Toronto Act, 2006* and the Regulation, once levied, the Special Charge (Actual) can be added by the City to the tax roll for the Property. Once added to the tax roll the Special Charge (Actual) has the same priority to all other liens as property taxes, and will become an obligation of all subsequent owners of the Property.

The City will note the full amount of the Special Charge (Actual) on the tax roll, and this amount will appear on any tax certificates requested for the Property.

The Special Charge (Actual) will be collected through the tax bill for the Property, and payment will be due and payable at the same time as property tax payments for the Property.

The portion of the Special Charge (Actual) annually payable will be added to the tax roll for the Property and will form a priority lien on the property if not paid when due.

18. Severed Lands

Where the Property Owner seeks to sever the Property, the Special Charge (Actual) shall be:

- (1) Reapportioned among the new lots in any manner the City considers just and equitable, having regard to the relative degree of benefit received by each of the new lot, and a new special charge will be imposed on each of the new lots in the amount apportioned to each lot; or
- (2) Paid in full at the time of the City approval for the severance.

19. Corrections to Special Charges and to the Local Improvement Roll

- (1) The City may correct the Special Charge (Actual) pursuant to the Regulation, if the City Treasurer determines that the Special Charge (Actual) is incorrect due to a gross or manifest error.
- (2) The City Treasurer will make any amendments and corrections to the Local Improvement Roll to reflect any correction to the Special Charge (Actual) made pursuant to subsection (1), and any apportionment of a Special Charge (Actual) pursuant to Section 18, and shall certify the corrected Local Improvement Roll.

20. Above Guideline Rent Increase Restriction

If applicable, the participating Property Owner understands and agrees not to apply for an above-guideline rent increase pursuant to the *Residential Tenancies Act* to assist the Property Owner in paying the Special Charge (Actual) or any other cost associated with the Work.

21. Events of Default

- (1) The City may declare that an event of default has occurred (an “Event of Default”) if the Property Owner:
 - (a) fails to meet any of its obligations under this POA, including without limitation
 - (i) failure to make any payment to the City as it becomes due;
 - (ii) failure to reimburse the City all portions of the Funding Amount that the City has provided to the Property Owner in accordance with Section 10 in the event that the Property Owner has not completed the Work or otherwise has not put the Property in a position for the City to apply a Special Charge; or
 - (iii) failure to adhere to its confidentiality obligations under this POA; or

- (b) makes false or misleading representations or submits false or misleading information to the City.
- (2) In the event that the City has declared that an Event of Default has occurred, the City may immediately, in its sole discretion, exercise one or more of the following remedies:
- (a) terminate its obligations under this POA and, if applicable, demand repayment of all monies provided under this POA to the Property Owner to date;
 - (b) pursue a court action to recover all damages and/or demand specific performance; and
 - (c) add to the property tax roll for the Property the Initial Disbursement as a fee, as provided for in Chapter 441 of the Toronto Municipal Code, owed to the City pursuant to this POA.

22. Sale and Release

The Property Owner shall have the unfettered right to sell, transfer, charge, and mortgage, encumber or otherwise deal with the Property without the prior consent of the City.

In the event the Property is transferred to a new owner, the Property Owner shall continue to be liable to the City for all Property Owner obligations and liabilities under this POA until the City signs the Assignment, Novation and Release, thereby releasing the Property Owner from obligations and liabilities under this POA.

The City shall not sign the Assignment, Novation and Release until all of the following conditions are met to the satisfaction of the City:

- (1) the Property Owner provides the City with a registered copy of the Transfer of the Property from the Property Owner to a new owner;
- (2) the Special Charge (Actual) and other amounts due and owing under this POA for the portion of the Payment Term during which the Property Owner owned the Property are fully paid; and
- (3) the Property Owner provides the City with an original Assignment, Novation and Release in the form attached as Appendix D, executed by the Property Owner and the new owner.

The Property Owner acknowledges that nothing in this POA interferes with the City's rights, benefits and powers under the Regulation and *City of Toronto Act, 2006* with respect to the Property or the Special Charge (Actual), and that the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities thereunder.

23. Ownership, Disclosure, and Confidentiality of Written Material

(1) Ownership and Compelled Disclosure of Property Owner-Provided Material

Once in the possession and/or under the control of the City, any Property Owner-Provided Material becomes the property of the City and, consequently, subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"). Pursuant to MFIPPA, the public has a right to seek access to these documents, in whole or in part, which the City must then disclose in accordance with the provisions of MFIPPA. Please note that those provisions safeguard against disclosure of personal information but exceptions to such safeguards do apply.

Moreover, the City may be required to disclose these documents pursuant to other Applicable Laws and Requirements regarding disclosure of information and production of documents, including (but not limited to) the Federal Courts Rules, the Ontario Rules of Civil Procedure, the Criminal Code of Canada, subpoenas and summonses to witness, court orders, and any other federal, provincial or municipal statutory power that compels the City to disclose such information and documents.

The City reserves the right to make all final disclosure decisions including those pursuant to MFIPPA.

(2) MFIPPA Designation of Property Owner-Provided Material

If the Property Owner finds that any of the Property Owner-Provided Material, in whole or in part, contains information exempt from disclosure under MFIPPA (pursuant to Section 10 of MFIPPA or any other section) or the other disclosure obligations discussed above, then the Property Owner should clearly identify the exempted information to the City. Doing so will more easily enable the City to notify the Property Owner in advance of any disclosure the City may be compelled to undertake.

The City shall assume no liability that may arise from a Property Owner failing to identify information to which any of these disclosure obligations stated above applies and to provide the necessary information in support thereof.

(3) Ownership and Confidentiality of City-Provided Materials

All City-Provided Material in connection with, or arising out of, the Program or this POA:

- (a) is and shall remain the property of the City;
- (b) must be treated by the Property Owner as confidential and not disclosed to anyone other than the Property Owner or City of Toronto staff (which does not include City Council Members or their staff) without written consent from the City unless such City-Provided Material was obtained in a manner available generally to the public (such as from the City's website); and
- (c) other than in connection with the Program, must not be used or disseminated by the Property Owner for any purpose, including (but not limited to) for purposes of lobbying (as defined in Chapter 140 of the Toronto Municipal Code) on this or related matters without the express written permission of the City.

This provision survives the termination of the POA for five (5) years, beginning with the date on which the POA terminates.

24. Audit

The City may audit this POA and related records. The Property Owner shall at all times during the term of the POA, and for a period of two (2) years following the Payment Term, keep and maintain records of the Work performed pursuant to this POA. This shall include proper records of invoices, vouchers, Incentives/Rebates, timesheets, and other documents that support actions taken by the Property Owner. The Property Owner shall at its own expense make such records available for inspection and audit by the City at all reasonable times.

25. Inspection

Until the date that is three (3) years from the Completion Date, the City reserves the right, upon 14 days written notice to the Property Owner, to have a City Official or third party contractor retained by the City inspect the Work. Such inspection is solely for the purpose of verifying the Work stated in the Project Completion Report. By conducting such inspection, the City is not making any representations or warranties with respect to the Work and is not liable for any aspect of the Work.

26. Indemnities

The Property Owner indemnifies and saves harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Property Owner's performance or non-performance of its obligations, including breach of any confidentiality obligations under the POA or infringement, actual or alleged of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

Upon assuming the defence of any action covered under this section the Property Owner shall keep the City reasonably informed of the status of the matter, and the Property Owner shall make no admission of liability or fault on the City's part without the City's written permission.

27. Survival

In addition to any obligations set forth in this POA that by their nature survive the completion of the Work or termination of this POA or otherwise expressly survive, those obligations set forth in Sections 23 (Ownership and Confidentiality of City-Provided Material), 24 (Audit), and 26 (Indemnities) shall continue to bind the Property Owner notwithstanding the completion of the Payment Term, the release by the City of the Property Owner of its obligations under this POA, or the termination of this POA.

28. Severability

If any provision of this POA or the application thereof to any person or circumstances is found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction,

such provision shall be deemed severable and all other provisions of this POA shall be deemed to be separate and independent therefrom and continue in full force and effect.

29. Further Assurances

The Property Owner agrees that it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and the execution of all such further documents (including waivers of moral rights) as are within its power to cause the doing or execution of, as the City may from time to time reasonably request, in writing, and as may be necessary or desirable to give full effect to this POA.

30. Notices

Any demand or notice to be given pursuant to this POA shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

in the case of the City:

- (1) City of Toronto
55 John Street,
Metro Hall, 2nd Floor
Toronto, Ontario M5V 3C6
Attention: Program Manager, Home Energy Loan Program, Environment & Energy Division
- (2) In the case of the Property Owner, to the Primary Contact indicated in the Pre-Application or to such other addresses as the Parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three business days following the date of mailing.

31. Successors and Assigns

The POA shall endure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

32. Appendices

The Appendices to this POA shall constitute an integral part of this POA and all expressions defined in this POA shall have the same meanings in such attachments. In the case of a

conflict between the body of this POA and any attachment, the provisions of the body of this POA shall take precedence.

33. Governing Law

This POA shall be governed by the laws of the Province of Ontario. Any dispute arising out of this POA will be determined by a court of competent jurisdiction in the Province of Ontario.

34. Entire POA

The POA forms the entire agreement between the Parties. In the event of conflict or inconsistency between the POA and any other agreement between the Parties, the POA shall prevail.

35. Amendments

The Parties can mutually agree to amend this POA.

36. Headings, subheadings, index numbers, reference numbers

All headings, subheadings, index and reference numbers in POA and attachments are given for the convenience of the Parties and as such must be taken only as a general guide to the items referred to and not relied upon. It must not be assumed that such numbering is the only reference to each item, but the POA as a whole must be fully read in detail for each item.

IN WITNESS WHEREOF the Parties have executed this POA as of the Effective Date.

SIGNED AND DELIVERED

CITY OF TORONTO

Authorized by Executive
Committee, Item No. **EX 33.22**
as adopted by City of Toronto
Council on **July 16-19, 2013**

City Clerk

Josie Scioli
Chief Corporate Officer

City Clerk

PROPERTY OWNER

Name

Name

APPENDIX A1

IMPROVEMENTS -- INTENDED

1. Intended Improvements

Intended Improvements	Estimated Cost (\$)	Estimated Lifetime (years)
TOTAL	\$	

2. Estimated Incentive/Rebate

The Property Owner may be eligible to receive an incentive/rebate in the amount of [AMOUNT] from [PROGRAM / PROVIDER].

-or-

The Property Owner is not eligible at this time for any incentive/rebate.

3. Completion Date

The Property Owner will complete the above Intended Improvements by the Completion Date.

4. Initial Disbursement

An Initial Disbursement of [AMOUNT] was calculated as follows:

-or-

The Property Owner has not requested an initial disbursement.

APPENDIX A2

IMPROVEMENTS -- ACTUAL

1. Improvements

Actual Improvements	Actual Cost (\$)	Expected Lifetime(years)
TOTAL	\$	

2. Actual Incentive/Rebate

The Property Owner is eligible to receive an incentive/rebate of [AMOUNT] from [PROGRAM / PROVIDER].

3. Funding Amount

In accordance with Section 9 of the POA, the Funding Amount is [AMOUNT] which is:

(a) the lesser of:

(i) The Approved Final Cost which is [AMOUNT];

(ii) The Estimated Cost plus five percent of the Estimated Cost which is [AMOUNT]; and

(iii) the highest dollar amount that does not cause the Special Charge (Actual) to exceed five percent of Current Value Assessment when the City calculates the Special Charge (Actual) which is [AMOUNT].

(b) minus the Actual Incentive / Rebate which is [AMOUNT]

4. Final Disbursement

The Final Disbursement is [AMOUNT] which is equal to the Funding Amount ([AMOUNT]) minus any Initial Disbursement ([AMOUNT]).

APPENDIX B1

SPECIAL CHARGE -- ESTIMATED

The Special Charge (Estimated)¹ is [AMOUNT].

The Special Charge (Estimated) was calculated as follows:

Special Charge Term	years
Program Interest Rate	%
Estimated Funding Amount	\$
Cost of Borrowing	\$
Administrative Charge	\$
Special Charge (Estimated)	\$
Monthly Payment (Estimated) (11 monthly payments per year)	\$

¹ As per Section 14 of the POA, the City will notify the Property Owner of the Special Charge (Actual) prior to certification of the charge and adoption of the by-law to impose the charge on the Property.

APPENDIX B2

SPECIAL CHARGE -- ACTUAL

The Special Charge (Actual) is [AMOUNT].

The Special Charge (Actual) was calculated as follows:

Special Charge Term	years
Program Interest Rate	%
Actual Funding Amount	\$
Cost of Borrowing	\$
Administrative Charge	\$
Special Charge (Actual)	\$
Monthly Payment (Actual) (11 monthly payments per year)	\$

APPENDIX C

FORM OF ASSIGNMENT, NOVATION, AND RELEASE

(The current Property Owner of the Property can reproduce and use this form to satisfy the requirements in Section 22 (Sale and Release). Please inquire with City staff if an electronic version is needed.)

THIS AGREEMENT made as of the ___ day of ____, 20__.

A M O N G:

(the “Assignor”)

- and -

(the “Assignee”)

- and -

The City of Toronto
(the “City”)

WHEREAS:

A. Pursuant to City of Toronto Bylaw 1105-2013, the Assignor applied to participate in the City of Toronto’s Program and consequently, entered into a Property Owner Agreement with the City of Toronto on _____ (the “POA”), a copy of which is attached as Schedule A, to obtain funding for energy efficiency and water conservation improvements at the Property (the “Funding Amount”);

B. The City of Toronto adopted Bylaw _____ (the “Bylaw”) to impose on the Property a Special Charge in the amount of _____ that requires the owner of the Property to repay the Funding Amount, together the Cost of Borrowing and the Administrative Charge;

C. The POA includes additional obligations that are separate and apart from the obligation to repay the Special Charge (Actual) that the Bylaw has imposed on the Property

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

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

2. **Assignment of POA.** The Assignor does hereby absolutely and unconditionally assign, novate, transfer, set over and convey unto the Assignee, for its sole use and benefit, all of the Assignor's right, title, interest, obligations and liabilities in, to and under the POA from and after the date hereof.
3. **Assumption of POA.** The Assignee hereby accepts this assignment contained in Section 2 hereof and covenants and agrees with the Assignor that, from and after the date hereof, the Assignee assumes and is responsible for and will perform, observe, satisfy, discharge and pay as and when due the obligations and liabilities of the Assignor under the POA arising from and after the date hereof.
4. **Consent of City.** The City (in its capacity as an existing party under the POA), effective from and after the date hereof, hereby consents to the assignment of all the Assignor's right, interest, obligations and liabilities in, to and under the POA, and accepts in full satisfaction the Assignee as a party to the POA in substitution for the Assignor.
5. **Agreement between the City and Assignee.** The Assignee covenants with the City that the Assignee will perform, observe, satisfy, discharge and pay as a when due the obligations and liabilities of the Property Owner under the POA arising from and after the date hereof. Among other things, the Assignee will provide information necessary for automatic enrolment in the Pre-Authorized Property Tax Payment Program as discussed further in the POA.
6. **Release of the Assignor.** In accordance with Section 22 of the POA, the City hereby releases and discharges the Assignor of and from the observance and performance of the covenants, agreements and obligations under the POA, effective from and after the date hereof.
7. **Joint and Several Liability.** The liability of each entity comprising the Assignee hereunder shall be joint and several.
8. **Successors and Assigns.** This Assignment, Novation and Release shall enure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. **Governing Law.** This Assignment, Novation and Release shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
10. **Counterparts.** This Assignment, Novation and Release may be executed in several counterparts and by facsimile transmission of an originally executed document, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
11. **Further Assurances.** Each of the Parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary

to more effectually implement and carry out the true intent and meaning of this Assignment, Novation and Release.

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

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

ASSIGNOR

In the presence of:

By: _____
Name: _____ Witness name: _____

ASSIGNEE

By: _____
Name: _____ Witness name: _____

CITY OF TORONTO

By: _____
Name: _____

Attach copy of the POA and mark it Schedule "A"

APPENDIX D

UTILITY USAGE RELEASE FORM

I am the person responsible for utility accounts at [insert municipal address] in Toronto, Ontario (the "Property") and am authorized to consent to the release of utility account information for the Property to the City of Toronto.

As part of my participation in the City of Toronto's Home Energy Loan Program, I hereby authorize the City of Toronto to access the following accounts for the Property:

↑ natural gas account # _____
↑

and share data interdivisionally for the following municipal account:

↑ water account number # _____
↑

and all related historical data, including but not limited to consumption, type of reading and costs for the address listed above for a period commencing [insert date] and ending [insert date]. The City of Toronto will contact the utility provider to request the data.

I also request that electronic copies of the bills for these accounts be sent to the City of Toronto. I understand that there will be no charge to me for this service.

I _____ authorize the utility providers checked above to release the information for the account numbers listed above and/or on the attached utility bills to the City of Toronto for the purpose of the City's Home Energy Loan Program and related studies. I understand that where the City of Toronto uses this information in publications or presentations, any information relating to the Property will be presented in a manner which aggregates the data and/or does not allow individual buildings to be identified, unless otherwise agreed to in writing by the owner or person responsible for the utility accounts at the Property.

Signature

Printed Name

Date



Consent to Disclose Electricity Account Data

I am the customer of record for my electricity account(s) at [insert municipal address] in Toronto, Ontario (the "Property") and am authorized to consent to the release of the following electricity account information (the "Electricity Account Data") for the Property. (Check one or more boxes, as applicable.)

- Historical consumption data
- Historical billing/cost data

I [insert name] hereby consent and authorize Toronto Hydro to release to Company identified below my Electricity Account Data for the designated period [insert time period from/to] for the purpose of monitoring and evaluating electricity consumption as part of the customer's participation in the City of Toronto's Home Energy Loan Program and any related services, studies, publications or presentations.

I understand and agree that such Electricity Account Data may reveal information about the way electricity is used at the Property. I also understand and agree that once the data has been provided to Company, Toronto Hydro will have no control over and no responsibility for the Company's use of the Electricity Account Data. Toronto Hydro shall not be responsible for monitoring or taking any steps to ensure that Company is maintaining the confidentiality of the Electricity Account Data or is using the Electricity Account Data as intended by me.

Authorized Recipient of Electricity Account Data ("Company"):

The City of Toronto

By my signature, I affirm that I am the customer of record. I agree that this consent, whether in paper or electronic form, may be signed electronically and it will be considered valid and authentic as if an original signature.

Signature of customer of record

Printed name & title

Date:

PLEASE FAX COMPLETED FORM TO: [ENTER FAX #] OR BY EMAIL TO [ENTER EMAIL]

* Although every attempt is made to ensure the accuracy of the customer's Electricity Account Data, Toronto Hydro and its Affiliates (as such term is defined in the *Business Corporations Act* (Ontario)) shall not be liable under any circumstances for any losses, liabilities, claims, causes of action and/or expenses that may arise from any errors or omissions contained in such information or data or that may result from anyone using this information or data. "Toronto Hydro" means Toronto Hydro-Electric System Limited. The star design is a registered trademark of Toronto Hydro Corporation. Used under licence.

APPENDIX E
PRE- APPLICATION

SAMPLE

APPENDIX F
FUNDING REQUEST

SAMPLE

APPENDIX G

PROJECT COMPLETION REPORT

SAMPLE

APPENDIX H

POA WITHDRAWAL FORM

(as permitted pursuant to subsection 35.4(4) of Ontario Regulation 596/06)

IF YOU INTEND TO WITHDRAW FROM THE POA, THIS FORM MUST BE COMPLETED AND SUBMITTED NO LATER THAN 8 BUSINESS DAYS AFTER YOU SUBMIT YOUR SIGNED POA TO THE CITY

I/we, as signator(ies) to a Property Owner Agreement with the City of Toronto,

_____ Dated [insert Effective Date], concerning my/our property identified as

_____ [insert Assessment Roll Number] (the "POA"), withdraw my/our

signature(s) from the POA.

Property Owner 1	Title (if auth. rep. of corp. owner)	Date
Property Owner 2, if applicable	Title (if auth. rep. of corp. owner)	Date
Property Owner 3, if applicable	Title (if auth. rep. of corp. owner)	Date

Send completed form to:

City Clerk, Toronto City Hall, 13th floor, West Tower, 100 Queen St. West, Toronto, ON M5H 2N2