

# The Corporation of the City of Guelph

## By-law Number (20~~XX~~23) ~~--~~ ~~XXXXX~~20764

Being a by-law in respect of the undertaking of energy efficiency works, renewable energy works or water conservation works on private residential property as local improvements under the Guelph Greener Homes Program

Whereas:

- A. Part III of Ontario Regulation 586/06 under the *Municipal Act, 2001*, S.O. 2001, c. 25 authorizes a municipality to pass a by-law to undertake works on private residential property as local improvements for the purpose of raising all or part of the cost of the work by imposing special charges on lots upon which all or some part of the local improvement is or will be located;
- B. Such a by-law may authorize the undertaking of works which satisfy the requirements of a municipal program;

### The Council of the Corporation of the City of Guelph enacts as follows:

1. Council authorizes the undertaking of energy efficiency works, renewable energy works or water conservation works on private residential property as local improvements under the Guelph Greener Homes Program, as set out in Schedule 1 to this by-law, for the purpose of raising all or part of the cost of the work by imposing special charges on lots upon which all or some part of the local improvement is or will be located.
2. This by-law shall be referred to and may be cited as the "Program By-law".
3. This by-law shall come into force and take effect on the date of its passing.

**Passed this TWENTY-EIGHT day of February, 2023.**

### Schedules:

Schedule 1: Guelph Greener Homes Program

Schedule 2: Form of Property Owner Agreement

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**Cam Guthrie, Mayor**

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**Stephen O'Brien, City Clerk**

**Overview:**

The Guelph Greener Homes Program ("Program") is designed to provide financing to consenting residential property owner(s) for the installation of qualifying energy efficiency works or renewable energy works ("home improvements"), and then to secure payment by imposing a local improvement charge ("LIC") on the private residential property as authorized by Ontario Regulation 586/06 under the *Municipal Act, 2001*, S.O. 2001, c. 25 ("O.Reg. 586/06").

**Program Applicant Eligibility:**

Residential low-rise buildings located within the City of Guelph of the following housing forms are eligible: detached, semi-detached, townhouses, rowhouses, and similar forms. The Corporation of the City of Guelph ("City") may revise the list of eligible housing forms as part of the Program updates.

Participation is voluntary, owner-initiated, and subject to the following conditions:

- a. The property must have a property tax account with the City;
- b. All registered owner(s) of the property must consent to participating in the Program;
- c. Property tax payment obligations to the City must be up to date with no back taxes at the time of application and at the time of disbursement of funds;
- d. There must be no involuntary liens on the property;
- e. There must be no disputes regarding title to the property;
- f. At the time of application, the year of construction of the building, or the year occupancy was granted by the City, must be more than five (5) years;
- g. The home improvements for which financing under the Program is sought must be on the list of eligible improvements under the Program; and
- h. The home improvements for which financing is sought under the Program have not already started.

The City may revise the list of conditions provided above as part of the Program updates.

The following properties are ineligible to apply:

- Non-residential
- Residential buildings on leased land
- Buildings outside the City of Guelph

**Home Energy Assessments:**

The Program will utilize the EnerGuide Rating System ("ERS") that provides a standard measure of a home's energy performance. The EnerGuide home evaluation ("home energy assessment") is carried out by an energy advisor who is registered with Natural Resources Canada ("NRCan") and is the owner or representative of the service organization selected by the property owner(s) to book the home energy assessment. The property owner(s) must hire a Certified Energy Advisor ("CEA") who is certified by NRCan to perform a pre-retrofit home energy assessment and a post-retrofit home energy assessment in accordance with ERS. The cost of these assessments is paid by the property owner(s) directly to the CEA, but is eligible to be included in the financing under the Program.

Upon completion of the pre-retrofit home energy assessment, a report ("pre-retrofit Energy Assessment Report") is provided by the CEA to the property owner(s) with the EnerGuide rating for the home and the recommendations for home improvements that could potentially increase that rating. This report is to be provided to the City.

After the home improvements are complete, a second and final home energy assessment is performed by the CEA to obtain a second EnerGuide rating and to verify the completion of the home improvements. Upon completion of the post-retrofit home energy assessment, a report ("post-retrofit Energy Assessment Report") is provided by the CEA to the property owner(s). This report is to be provided to the City. Depending on the completion status of the pre-approved eligible home improvements and confirmation from the post-retrofit Energy Assessment Report that each completed eligible home improvement has increased the EnerGuide rating, the City can determine the final financing and issue the final disbursement of funds.

### Qualifying Home Improvements:

The home energy assessment must demonstrate the potential to achieve cost-effective energy reductions to qualify for financing under the Program. Financing is designated for eligible home improvements with an expected useful life of ten (10) years or greater and permanently affixed to a property, and only for capital costs (which is defined as eligible costs associated with the home improvement, including building permit fee, costs of performing the pre-retrofit and post-retrofit home energy assessments, and equipment, material, and labour costs directly related to the home improvement or related to upgrades required to be undertaken to enable implementing the home improvements). The City may make the final determination as to the eligibility of upgrades required to enable implementing the home improvements to qualify under the Program for financing and the amount of financing. The expected useful life of the home improvement measures will be linked to the term of the financing. The non-exhaustive list of home improvement measures, subject to any permitting and regulations, that are eligible under the Program includes:

- a. Building envelope:
  - Installation or upgrading of thermal insulation (insulation areas include basement walls or foundation, exposed floor, crawl space, exterior walls, attic, ceiling or roof)
  - Air-sealing (e.g., caulking, sealing, repair of windows and doors)
  - Fenestration (e.g., windows, doors, sliding glass doors) replacement
- b. Mechanical systems:
  - Air source heat pumps and cold climate air source heat pumps
  - Heat pump water heaters
  - Heat recovery systems
- c. Control systems:
  - Smart or programable thermostats (eligible if only combined with any other eligible home improvements)
- d. Renewable energy systems:
  - Solar photovoltaic systems
  - Solar hot water systems

Under the Program, fenestration replacement may or may not qualify as an eligible home improvement measure when applied to properties included in the City's Municipal Register of Cultural Heritage Properties and this determination will be made on a case-by-case basis.

By qualifying the list of eligible home improvements, the City makes no guarantees of the materials, performance, cost-effectiveness, or any warranty of the home improvement measures supported by the Program. The City may revise the list of eligible home improvements as part of the Program updates. The City may revise the definition of capital costs provided above.

### Non-Qualifying Home Improvements:

The non-exhaustive list of ineligible home improvement measures under the Program includes:

- a. Measures where equipment or products are not permanently affixed to the property
- b. Measures where the equipment or products were previously installed in another home or other building
- c. Measures that are deemed general maintenance
- d. Leased or rented equipment or products
- e. Installing skylights
- f. Installing roofs (only the thermal insulation component qualifies)
- g. Installing non-renewable energy source-based furnaces
- h. Installing air-conditioners
- i. Installing ground source heat pumps
- j. Installing battery storage
- k. Installing electric vehicle charging stations
- ~~l. Water efficiency measures~~

The City may revise the list of non-eligible home improvements as part of the Program updates.

## **Completing the Home Improvements through Contractor Engagement:**

The City will provide financing to property owner(s) for eligible home improvements covered by the Program that have been recommended by the CEA, installed by contractors hired by the property owner(s), and verified by the CEA. The City will not pre-qualify contractors or procure the CEA to perform home energy assessments or any contractors to install the home improvements on behalf of the property owner(s). The property owner(s) is responsible for hiring the CEA and the contractors and will pay the CEA and contractors directly. The property owner(s) and the contractors must adhere to all applicable codes and by-laws.

The City is not responsible for the work quality of the CEA or any contractors hired by the property owner(s) in connection with this Program and assumes no liability for the home improvements undertaken. Any issues that may arise relating to the quality of workmanship or post-installation performance of the home improvements must be dealt with by the property owner(s) and the contractors.

### **Application Process:**

The steps below broadly outline the application process and the requirements that the property owner(s) needs to follow as part of the Program. The City will periodically review this process to ensure effective implementation and may make changes to it.

#### **Step 1: Pre-qualification**

Property owner(s) submits an on-line application form with information such as:

- Legal names of all property owner(s) listed on the title for the property
- Property address to confirm property location
- Property assessment roll number
- Property type

~~If a property owner(s) has one or more outstanding mortgage(s) associated with the property, then the property owner(s) must advise their mortgage lender(s) of their intention to participate in the Program through a form the City will provide and provide a copy to the City. The City may contact the mortgage lender(s) to confirm delivery of the form.~~

Once the property owner(s) has been pre-qualified by the City based on the above criteria, the City will provide a Notice to Proceed to the property owner(s).

#### **Step 2: Home Energy Assessment and Funding Request Form**

The property owner(s) completes the pre-retrofit home energy assessment as described above under the section 'Home Energy Assessments' and submits to the City the pre-retrofit Energy Assessment Report that the CEA provides to the property owner(s).

That pre-retrofit Energy Assessment Report must include:

- The current EnerGuide rating for the home;
- The recommended home improvements that have been customized for the home based on existing conditions which could potentially increase the EnerGuide rating of the home;
- The expected useful life of each of the proposed home improvements; and
- The estimated energy and cost savings and greenhouse gas reductions against each of the proposed home improvements that may be realized after installing the recommended home improvements.

Along with the pre-retrofit Energy Assessment Report, the property owner(s) must submit a Funding Request Form that:

- identifies the home improvements that the property owner(s) intends to install based on the pre-retrofit Energy Assessment Report;
- identifies the cost (with the cost for equipment, materials, labour, and Harmonized Sales Tax listed as separate line items) for each home improvement that the property owner(s) intends to install (these costs must be supported by corresponding quotes);
- identifies the name and address of the contractor(s) providing the cost for each home improvement that the property owner(s) intends to install;
- identifies applicable financial loans, rebates, and incentives for the home improvements for which the property owner(s) intends to apply or has been approved; and

- identifies the amount of prepayment (up to a maximum of 20% of the estimated cost of the home improvements) being requested from the City upon signing the Property Owner Agreement ("POA").

After receiving the Funding Request Form, the City will confirm the eligibility of the proposed home improvements and calculate the prepayment and total financing amount for which the property owner(s) qualifies. Property owner(s) will be responsible for administration costs incurred by the City and these costs will be added to the total financing amount as an administration fee.

### **Property Owner Agreement:**

After the City has accepted the pre-retrofit Energy Assessment Report and the Funding Request Form, the City will prepare the POA for the property owner(s) to review and sign.

The City may revise the form of the POA, which is attached as Schedule 2, as a part of the Program updates.

### **Completing Home Improvements:**

Following the signing of the POA, the City will, if applicable, provide the property owner(s) with the initial disbursement agreed upon in the POA to a maximum of 20% of the estimated cost of the home improvements which can be used by the property owner(s) to pay the contractor(s) or supplier(s) involved in installing the home improvements. The property owner(s) will be contractually obligated to repay this initial disbursement to the City if the property owner(s) does not complete the home improvements.

The property owner(s) can then proceed with hiring contractor(s) and performing the approved home improvements to the property. The home improvements must be completed within the timeframe in the POA.

As detailed in the POA, the City will provide the final disbursement of funds only after the property owner(s) provides a Project Completion Form and a copy of the post-retrofit Energy Assessment Report from the CEA.

The Project Completion Form must include:

- the approved home improvements that the property owner(s) has installed;
- the costs incurred (with the cost for equipment, materials, labour, and Harmonized Sales Tax listed as separate line items) for each approved home improvement that the property owner(s) has installed (these costs must be supported by corresponding invoices and receipts);
- the name and address of the contractor(s) who installed the home improvement;
- the expected useful life of each installed home improvement; and
- details of applicable financial loans, rebates, and incentives for the home improvements that the property owner(s) will receive or have received from any other programs.

The post-retrofit Energy Assessment Report from the CEA must include:

- a Certificate of Completion that attests to the approved home improvements having been installed;
- an EnerGuide rating of the home after the home improvements have been completed and which is greater than the first EnerGuide rating in the pre-retrofit Energy Assessment Report from the CEA; and
- the costs and the expected useful life of each installed home improvement.

Based on the Project Completion Form and the post-retrofit Energy Assessment Report, the City will calculate the total financing amount that is remaining to be disbursed to the property owner(s) under the Program.

### **LIC Repayment:**

Following the City Treasurer's periodic certification of the local improvement roll (which occurs after the home improvements on a set of properties are complete and the final amounts of financing are confirmed), a by-law will be brought to Council pursuant to Section 36.14 of O.Reg. 586/06 to impose the special charges on the participating properties. For each property included in the by-law, the Treasurer will then add to the City's tax roll for that property each year that portion of the imposed special charge that is due in that year. These collective steps will provide priority lien status for the annual amount that the Treasurer adds to the tax roll and will



ensure that any subsequent property owner(s) who was not a party to the POA is bound to pay that amount.

To facilitate repayment of the special charge, the POA will require property owner(s) to sign-up for pre-authorized twelve-month debit payment plan ~~available for property tax payments~~. At any time, a property owner(s) can make advance payments limited to ~~two (2) times one (1) time~~ in a year, including a one-time payment of the total outstanding amount owing to clear the property of the LIC charge. Failure to make payments is treated with the same remedy as uncollected property taxes which may include penalties, interest charges, and tax sales.

#### **LIC Disclosure:**

The subsequent property owner(s) on which the City has imposed a special charge is required to pay the City the annual LIC amount even though that subsequent property owner(s) was not a party to the original POA. In addition to notice that the City will be giving in accordance with the provisions of O.Reg. 586/06, the City will take the following steps to ensure even greater transparency of the LIC to interested parties by:

- a. ~~posting on the City's website providing public~~ notice of the special charge by-law to impose the charge on the property in advance of its introduction and after its adoption; and
- b. updating the Tax Certificate to include the full LIC amount, amount payable in the current year, outstanding amounts owing, and a note to reference the by-law pursuant to which the special charge was imposed.

#### **Rebates:**

As part of the Program, the City may arrange with external organizations to streamline access for property owner(s) to incentives and promotions that are available for home improvements. The City may offer rebates to eligible applicants who are approved for financing under the Program. These rebates are subject to change and availability.

#### **Quality Control:**

As a means of additional oversight to confirm that the home improvements were completed, the POA will indicate that the City may ask the property owner(s) for any relevant documentation or information pertaining to the home improvements and/or to have a City official or third-party contractor arrange with the property owner(s) for an inspection. The property owner(s) is also responsible for keeping original copies of contractor's invoices and photos of installed measures, especially for harder to verify measures (e.g., thermal insulation), and being prepared to disclose this information to the City upon request.

#### **Measurement and Verification:**

As detailed in the POA, the property owner(s) will have an option to provide the City with access to the property's utility usage data to monitor results and to evaluate the Program's effectiveness for a period of four (4) years after the completion of the home improvements. The property owner(s) who opt to share and exchange data which is collected from existing metering or monitoring systems or from monitoring systems installed in the course of the Program will also consent to the sharing and exchange of the data between the property owner(s)'s utility providers for electricity, oil, propane, and natural gas and the City.

#### **Program Survey and Data Consent:**

As detailed in the POA, the property owner(s) who receive financing under the Program will ~~have to participate in the City's be sent a Program~~ evaluation survey ~~of the Program through submitting feedback to the survey~~. Survey and other such information or data related to the Program (e.g., measures installed, estimated savings, install costs) may be collected by the City and its agents and consultants for the purposes of assessing the performance of the Program or to fulfil the City's reporting obligations.

## Property Owner Agreement

1. Property Owner: \_\_\_\_\_  
Name

2. Property Owner: \_\_\_\_\_  
Name

3. Property Owner\*: \_\_\_\_\_  
Name

Civic Address:  
("Property") \_\_\_\_\_  
House or Unit Number

\_\_\_\_\_  
Street Name

\_\_\_\_\_  
Postal Code

Property Tax Information: \_\_\_\_\_  
Assessment Roll Number

\_\_\_\_\_  
\*If there are more than three property owners, please include the remainder of the property owners on the "additional property owners" document found at ([www./program website](http://www./programwebsite))

**This Property Owner Agreement ("POA")** is made this \_\_\_\_ day of \_\_\_\_,  
20\_\_

**Between:**

**PROPERTY OWNER(S)**

- and -

**THE CORPORATION OF THE CITY OF GUELPH**  
("City")

## Recitals:

1. City Council enacted By-law (20~~XX~~23) – ~~XXXXX~~20764 (“Program By-law”) pursuant to Ontario Regulation 586/06 under the *Municipal Act, 2001* (Ontario) to authorize the undertaking of energy efficiency works, renewable energy works or water conservation works on private residential property as local improvements under the Guelph Greener Homes Program.
2. The Property Owner(s) owns the Property.
3. The Property Owner(s) has submitted a Pre-retrofit Home Energy Assessment report and a completed Funding Request Form for the Property to participate in the Program.
4. The City has reviewed the Pre-retrofit Home Energy Assessment report and the Funding Request Form and has approved the participation of the Property in the Program.

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

## Defined Terms

1. In this POA,
  - a. **“Actual Cost”** means the invoiced cost of completion of the Actual Home Improvements which is supported by the Contractor(s) invoice(s);
  - b. **“Actual Home Improvements”** means the Intended Home Improvements undertaken at the Property as set out in the Project Completion Form;
  - c. **“Approved Funding Amount”** means the total funds, as calculated and approved by the City, which are to be provided to the Property Owner(s) under the Program;
  - d. **“Business Day”** means any day other than a Saturday, a Sunday, a statutory holiday in the Province of Ontario or a day on which the administrative office of the City is closed;
  - e. **“Certified Energy Advisor”** means an energy advisor who is registered with Natural Resources Canada and is the owner or a representative of the service organization selected by the Property Owner(s) to book the Pre-retrofit Home Energy Assessment and the Post-retrofit Home Energy Assessment;
  - f. **“Completion Date”** means the date indicated in the Funding Request Form by which the Intended Home Improvements must be completed;
  - g. **“Contractor(s)”** means the person retained by the Property Owner(s) to complete the Intended Home Improvements;
  - h. **“Current Value”** means the current value assessment of the Property as shown on the last returned assessment roll at the time of submitting the Funding Request Form;
  - i. **“Effective Date”** means the date first written above;



- j. **"Estimated Cost"** means the estimated cost of completion of the Intended Home Improvements as set out in the Funding Request Form and supported by the Submitted Quote(s);
- k. **"Final Disbursement"** means the disbursement of the remaining portion of the Approved Funding Amount not already disbursed as the Initial Disbursement by the City to the Property Owner(s);
- l. **"Funding Request Form"** means a request in the City's prescribed form that the Property Owner(s) has completed and submitted to the City's satisfaction for funding the Intended Home Improvements;
- m. **"Home Improvements"** means an installation that is affixed to the Property and which:
- will result in improved energy efficiency and/or generation of renewable energy, and reduction in greenhouse gas emissions;
  - is recommended for the Property in the Pre-retrofit Home Energy Assessment report that is completed by a Certified Energy Advisor;
  - meets all applicable regulations and permitting requirements; and
  - has an Estimated Cost provided to the City through the Funding Request Form.
- n. **"Initial Disbursement"** means the disbursement to the Property Owner(s) of the portion of the Approved Funding Amount of up to twenty per cent (20%) of the Estimated Cost in advance of the completion of the Intended Home Improvements;
- o. **"Intended Home Improvements"** means the Home Improvements intended to be undertaken to the Property under the Program and is identified as eligible Home Improvements under the Program (list of eligible Home Improvements can be found at [www./program website](http://www./program website));
- p. **"Maximum Eligible Amount"** means a financing cap set by the City as the lesser of fifty thousand dollars (\$50,000) or ten per cent (10%) of the Current Value of the Property;
- q. **"Pre-approved Funding Amount"** means the pre-approved funding amount by the City under this POA;
- r. **"Pre-retrofit Home Energy Assessment"** means an energy assessment performed by a Certified Energy Advisor prior to the start of the Home Improvements;
- s. **"Post-retrofit Home Energy Assessment"** means an energy assessment performed by a Certified Energy Advisor after the installation of the Actual Home Improvements;
- t. **"Program"** means a program established by the City under which Property Owner(s) may obtain financing for Intended Home Improvements which is secured by local improvement charges as described in the Program By-law;
- u. **"Program Administration Fee"** means the costs incurred by the City to administer the Program;
- v. **"Program By-Law"** has the meaning given to it in the Recitals;
- w. **"Program Charge"** means the local improvement charge levied on the Property pursuant to Ontario Regulation 586/06 under the *Municipal Act, 2001* (Ontario) and is equal to the Approved Funding Amount ~~up to the Maximum Eligible Amount~~ plus the Program Administration Fee ~~up to the Maximum Eligible Amount~~;

- x. **"Project Completion Form"** means a report in the City's prescribed form that the Property Owner(s) will prepare and submit to the City's satisfaction following the completion of the Actual Home Improvements for determination by the City of any Final Disbursement for which the Property qualifies;
- y. **"Property"** means the residential property located within the City of Guelph as described on the first page of this POA;
- z. **"Repayment Period"** means the period from the date the Program Charge first becomes due and payable to the date the final payment is due, and will in no case be greater than ten (10) years; and
- aa. **"Submitted Quote"** means the Contractor(s) quote(s) for the completion of the Intended Home Improvements that has been obtained by the Property Owner(s) and provided to the City.

### **Term of Agreement**

- 2. Unless terminated earlier as set forth in this POA, the term of this POA commences on the Effective Date and terminates upon final payment of the Program Charge; except for any obligations that are intended to survive the termination of this POA.
- 3. The City may terminate this POA at any time upon written notice to the Property Owner(s).

### **Home Improvements**

- 4. The Property Owner(s) acknowledges and agrees that only those Intended Home Improvements approved by the City are eligible for financing through the Program, and that the Property Owner(s) will be solely liable for the cost of any other Home Improvements completed on the Property.
- 5. The Property Owner(s) further acknowledges and agrees that they will be solely liable for the cost of any Actual Home Improvements and the Program Administration Fee in excess of the Maximum Eligible Amount, regardless of whether the excess costs were for the installation of Home Improvements approved by the City under the Program. The dollar amount of the Actual Home Improvements will be calculated based on the order in which the invoice(s) for the Actual Home Improvements are received by the City.
- 6. The City will, based on information submitted by the Property Owner(s), including the Pre-retrofit Home Energy Assessment report, Funding Request Form, Submitted Quote(s), and any loans, incentives or rebates sought or approved, calculate the Pre-approved Funding Amount, the Initial Disbursement, and the Program rebates (if applicable).
- 7. The City will then verify the completeness of the Actual Home Improvements, the Post-retrofit Home Energy Assessment report, the accuracy of the Project Completion Form, the information provided on other loans, incentives or rebates that the Property Owner(s) will receive or have received for the Actual

Home Improvements, and any other relevant information requested by the City and submitted by the Property Owner(s) to determine the Approved Funding Amount and the Final Disbursement.

8. The City may make any reasonable adjustments to the Actual Cost as evidenced on the Project Completion Form to determine the Approved Funding Amount and the Final Disbursement. Such adjustments include any amounts from other loans, incentives or rebates that are anticipated to be received or have been received by the Property Owner(s).
9. The Actual Cost as verified and adjusted by the City in its sole discretion will constitute the Approved Funding Amount.
10. The Final Disbursement will be less the Initial Disbursement.

### **Payment for Home Improvements**

11. The Property Owner(s) must submit invoices for the Actual Home Improvements to the City on or before [date]. Any invoices received by the City after this date will not be eligible for financing under the Program.
12. Provided that the Property Owner(s) notifies the City in writing at least ten (10) Business Days before the Completion Date that the Property Owner(s) is unable to complete the Intended Home Improvements by the Completion Date, and provided further that the Property Owner(s) indicates the reasons for the delay and makes available whatever additional written or verbal information the City requires, then the City may, on a case by case basis, extend the Completion Date to a later date.
13. The Property Owner(s) is responsible for retaining and paying the Contractor(s) for completing the Intended Home Improvements.
14. The Property Owner(s) will resolve any disputes between the Property Owner(s) and a Contractor(s). In the case of a dispute as to whether the Intended Home Improvements are complete, the City may make the final determination as to the completeness of the Actual Home Improvements for the purpose of the Program. This determination may be conducted by reviewing the Post-retrofit Home Energy Assessment report, asking the Property Owner(s) for additional information and/or documentation, and/or a City official conducting a site visit to the Property to verify the Actual Home Improvements.
15. If, after starting to install the Home Improvements at the Property, a Contractor(s) or the Property Owner(s) causes the installation of the Home Improvements to be stopped for any reason, including reasons related to safety or discovery of unforeseen conditions, then the Property Owner(s) will resolve the matter between the Property Owner(s) and the Contractor(s).
16. The Property Owner(s) acknowledges that the Repayment Period will not exceed the expected useful life of the ~~Intended~~ Actual Home Improvement with

the lowest expected useful life.

17. The City will pay to the Property Owner(s) the Final Disbursement within a reasonable time following receipt of the Project Completion Form and the Post-retrofit Home Energy Assessment report which have been completed to the satisfaction of the City.

### **Reportable Deficiencies**

18. If the City discovers any deficiencies with the Property relative to compliance with codes, standards, or other applicable regulations, then the Property Owner(s) acknowledges that the City will be obligated to report such deficiencies to the applicable regulatory authority.

### **Lien Against Property**

19. The Property Owner(s) acknowledges and agrees that:
  - a. by submitting the invoice(s) for the Actual Home Improvement(s) to the City, the Property Owner(s) is confirming that the Actual Home Improvement(s) is complete and the Property Owner(s) consents to the dollar amount of the invoice(s) for the Actual Home Improvement(s) and the Program Administration Fee being added to the Program Charge;
  - b. the Program Charge is noted as a local improvement charge on the tax bill and will be collected as property taxes;
  - c. failure to receive a statement of account or tax bill does not excuse the Property Owner(s) from the responsibility for the payment of the amounts due nor relieve them from liability for making a late payment;
  - d. the Program Charge will become payable on the completion of installation of the Actual Home Improvements in accordance with the POA and payment must be received by the due date to avoid late payment charges; and
  - e. a property that is two (2) years in arrears of the scheduled repayments will be registered for tax sale under the provisions of the *Municipal Act, 2001* (Ontario) and that property owner(s) will have one (1) year from the date of registration to make all outstanding principal repayments and any applicable costs; otherwise, the property will be sold by public tender.
20. If the Property Owner(s) exits the Program without completing the Intended Home Improvements or the POA is terminated before the Property Owner(s) completes the Intended Home Improvements, then the Property Owner(s) will pay all amounts disbursed by the City within twenty (20) Business Days of the City's written notice to the Property Owner(s).

### **Repayment**

21. Payment of the Program Charge will occur as follows:
  - a. The Property Owner(s) will make equal monthly payments over a period of ten (10) years to repay the Program Charge. These payments must be made through a pre-authorized twelve-month payment plan set up through the City. The payment schedule will be made available through the City.

- b. If a pre-authorized debit is refused for any reason (e.g., non-sufficient funds, stop payment, closed account), then the City is authorized to attempt the pre-authorized debit again and any costs incurred by the City resulting from the denied pre-authorized debit will be recovered from the Property Owner(s).
22. The Property Owner(s) may at any time, and without prepayment and/or penalty charges, make a lump sum payment, limited to ~~twoone~~ (21) times in a year, to the City toward the outstanding balance of the Program Charge and any penalties and interest charges.

### **Late Payments**

23. In accordance with the City's tax levy by-laws pursuant to Section 345(2)(3) of the *Municipal Act, 2001* (Ontario), a penalty charge of one and one quarter per cent (1.25%) is applied to overdue amounts on the day after the installment due date and on the first day of each calendar month thereafter. Any amounts remaining unpaid after December 31 of each year will bear interest at the rate of one and one quarter per cent (1.25%) per month (15% per year). The penalty charge and interest rates may change from time to time.
24. Penalty and interest accrued for all years is paid first and any sums remaining are then applied to outstanding taxes beginning with the oldest first.

### **Loans, Incentives or Rebates**

25. At the time of submission of the Funding Request Form and at the time of submission of the Project Completion Form, the Property Owner(s) will provide the City with information on all sought and received loans, incentives or rebates (e.g., Canadian Greener Homes Initiative, Enbridge Gas Home Efficiency Rebate Plus) for the Intended Home Improvements and Actual Home Improvements, separate and apart from any available incentives under the Program. The total of all received loans, incentives or rebates cannot exceed the total cost of the Actual Home Improvements.
26. Any rebates, if available, to qualified Property Owner(s) by the City under the Program will be in the City's sole discretion.
27. If the City determines at any time that there are any amounts from other loans, incentives or rebates that were not identified in the Project Completion Form, then the Property Owner(s) will pay such amounts plus accrued interest and any applicable penalties to the City within twenty (20) Business Days of the City's written notice to the Property Owner(s).

### **Transfer of Property**

28. In the event that the Property is transferred to a new owner, the lien is transferred to the new owner along with the Property. The Property Owner(s)

shall provide to the City an assignment agreement, in the form attached as Schedule A to this POA, which has been signed by the new property owner and the new property owner will continue to be liable to the City for all Property Owner(s) obligations and liabilities under this POA unless a lump sum payment representing the outstanding balance of the Program Charge plus accrued interest and any applicable penalties is received by the City at the time of the transfer. In the event that the assignment agreement is provided to the City, the City consents to the assignment of all Property Owner(s) right, title, interest, obligations, and liabilities in, to, and under this POA and accepts in full satisfaction the new property owner as a party to the POA in substitution for the Property Owner(s).

29. In the event that the ~~Property Owner(s) wishes to sever a part of the Property Actual Home Improvements are damaged or destroyed so that they are no longer useable~~ during the term of this POA, the Property Owner(s) shall make a lump sum payment representing the outstanding balance of the Program Charge plus accrued interest and any applicable penalties to the City ~~at the time of the approval of the severance within forty (40) Business Days of such damage or destruction.~~

#### **Disclaimer**

30. The City takes no responsibility for and has no involvement in retaining the Contractor(s) or any other person to complete the Intended Home Improvements. The City takes no responsibility for and has no involvement in the completion of the Intended Home Improvements or in ensuring its completion.
31. Neither the City nor its respective agents, successors, and assigns will be liable to the Property Owner(s) for any damages arising in negligence, breach of contract or under any other provision of law, including property damage, direct and incidental losses, economic loss or personal injury resulting from the installation or use of the Home Improvements, the retention of any Contractor(s) or other persons or anything done in accordance with the Program.

#### **Responsibilities of the Property Owner(s)**

32. The Property Owner(s) is responsible for:
- a. providing notification, ~~in the City's prescribed form,~~ to the mortgage lenders for all outstanding mortgage(s) associated with the Property of their intention to participate in the Program ~~and providing a copy of such notification to the City;~~
  - b. arranging and paying for a Pre-retrofit Home Energy Assessment to be completed on the Property by a Certified Energy Advisor if:
    - i. one has not been completed within the prior ~~twelve~~ twenty-four (~~12~~ 24) months; or
    - ii. where a Home Energy Assessment was completed within the prior ~~twelve~~ twenty-four (~~12~~ 24) months, but the Property Owner(s) has



made changes to the Property since the date of the assessment that, in the opinion of the City, necessitate that a new Home Energy Assessment be conducted;

- c. providing complete and accurate information to the Certified Energy Advisor during the Pre-retrofit Home Energy Assessment and the Post-retrofit Home Energy Assessment;
- d. reviewing the proposed Home Improvements in the Pre-retrofit Home Energy Assessment report, and approving and submitting the Intended Home Improvements intended to be completed and for which financing is sought to the City through the Funding Request Form;
- e. obtaining a quote(s) from the Contractor(s) for the Intended Home Improvements and submitting the quote(s) to the City;
- f. applying to the relevant government authority for the appropriate permit(s) to complete the Home Improvements;
- g. advising the City if there are any hazardous substances at or on the Property or other defects, deficiencies or impediments that might impact the installation of the Home Improvements;
- h. retaining a Contractor(s) and ensuring completion of the Intended Home Improvements by the Completion Date;
- i. forwarding the Contractor(s) invoice(s) for the Actual Home Improvements immediately upon their receipt;
- j. arranging and paying for a Post-retrofit Home Energy Assessment to be completed on the Property by a Certified Energy Advisor;
- j-k. disclosing to the City all received loans, incentives or rebates associated with the Intended Home Improvements or Actual Home Improvements;
- k-l. arranging and paying for all maintenance of the Actual Home Improvements after installation;
- l-m. arranging and paying for any materials or labour costs required to repair or rehabilitate the Actual Home Improvements in relation to any defects or deficiencies;
- m-n. all costs incurred to move the Actual Home Improvements for maintenance and repair of the Property;
- n-o. informing their property insurance provider that the Intended Home Improvements are being installed and purchasing appropriate insurance coverage;
- o-p. informing, in writing, anyone who is negotiating with the Property Owner(s) to purchase, or will otherwise receive an ownership interest in the Property, about any unexpired lien that remains against the Property because of the installation of the Actual Home Improvements; and
- p-q. providing anyone who purchases or otherwise acquires title to the Property a copy of this POA.

## Assignment

33. This POA binds the Property Owner(s) and their successors, heirs, and assigns. The Property Owner(s) shall not assign this POA without the prior written consent of the City; except in accordance with section 28 of this POA. The Property Owner(s) will allow the City to assign this POA in whole or part, without notice, for any purpose.

## Consent

34. The Property Owner(s) consents to the City or its agents accessing the Property with reasonable notice for the purpose of quality assurance of the Program and/or the Actual Home Improvements. By conducting such inspection, the City is not making any representations or warranties with respect to the Actual Home Improvements and is not liable for any aspect of the Actual Home Improvements.
35. The Property Owner(s) consents to the sharing of photographs taken of their Actual Home Improvements for the purposes of marketing and/or education. No photographs displaying civic addresses, licence plates or other information that would disclose the identity of the Property Owner(s) will be used.
- ~~36. The Property Owner(s) consents to the City or its agents contacting the mortgage lenders for all outstanding mortgage(s) associated with the Property to confirm delivery of the City's form of the Property Owner(s)'s intention to participate in the Program.~~
- ~~37.~~36. The Property Owner(s) shall, during the term of this POA and for a period of two (2) years following the term of this POA, keep and maintain records of the Intended Home Improvements and the Actual Home Improvements (e.g., CEA invoices, Contractor(s) invoices, CEA reports, communications). The Property Owner(s) shall, at their own expense, make such records available for inspection and audit by the City at all reasonable times.
- ~~38.~~37. The Property Owner(s) have the option to share and exchange data that is collected from existing metering or monitoring systems or from monitoring systems installed in the course of the Program. If the Property Owner(s) opts to share and exchange such information, then the Property Owner(s) consents to the sharing and exchange of this data between the Property Owner(s)'s utility providers for electricity, oil, propane, and natural gas, and the City for a period of four (4) years after the completion of the Actual Home Improvements. This information may be used for the purpose of research and evaluation of the Program and may include names, addresses, phone numbers, and utility usage (both historical and during the course of financing). Such information may be collected by the City and its agents and consultants for the purposes of quantifying program impact and service delivery. This information will not be shared with third parties without express prior consent from the Property Owner(s) or as required by law or court order.
- ~~39.~~38. The Property Owner(s) ~~shall participate in the City's will receive a Program evaluation survey of the Program and will be requested to submit their feedback. Participation in the evaluation survey is mandatory for~~ If the Property Owner(s) ~~who receive financing under participate in the Program evaluation survey, then the Property Owner(s) consents to the sharing and exchange of their feedback with the Program~~ FEDERATION OF CANADIAN MUNICIPALITIES, an organization that represents Canadian municipalities. The Property Owner(s) consents to the use of relevant data or information (e.g., measures installed, estimated savings, install costs) by the City pertaining to

their Actual Home Improvements and from submissions (e.g., Home Energy Assessment reports, Project Completion Form) made to the City under the Program. Survey and other such information may be collected by the City and its agents and consultants for the purposes of assessing the performance of the Program or to fulfil the City's reporting obligations (e.g., Program Impact Report, CEF Homeowner Survey). This information may be shared with third parties. No individual response or comment will be attributed to the Property Owner(s) when the survey results are reported.

### **No Warranty**

~~40.~~39. There is no implied or express representation or warranty by the City or its agents, successors, and assigns related to the design, installation or operation of the Actual Home Improvements and the City and its agents, successors, and assigns expressly disclaim any and all warranties relating to the Actual Home Improvements as to workmanship, quality, fitness for purpose or performance.

### **No Guarantee of Savings**

~~41.~~40. The City does not guarantee that the Intended Home Improvements or the Actual Home Improvements will save any level of energy or result in a lowering of the utility or other bills of the Property Owner(s).

### **Release of Records**

41. The Property Owner(s) acknowledges that the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act (Ontario)* and that records in the custody or control of the City (including any records submitted by the Property Owner(s)) may be released to third parties in accordance with this Act, where applicable.

### **Electronic Transmission**

42. The parties acknowledge and agree that this POA may be transmitted by way of email or other electronic transmission and that the parties agree to accept such signatures and documents as legal and binding on the parties.

### **Governing Law**

43. This POA is governed and construed by the laws of the Province of Ontario and the applicable federal laws of Canada. Any dispute arising out of this POA will be determined by a court of competent jurisdiction in the Province of Ontario.

### **Authorized Signature(s) of Property Owner(s)**

By signing below, the Property Owner(s) agree(s) to the terms and conditions described above and confirms that he or she is a registered property owner of the Property and that there are no disputes regarding the title to the Property.

Draft

## Property Owner Agreement

<b>Property Owner 1</b>	
Name (print):	
Signature:	

<b>Property Owner 2</b>	
Name (print):	
Signature:	

<b>Property Owner 3</b>	
Name (print):	
Signature:	

<b>THE CORPORATION OF THE CITY OF GUELPH</b>	
Name (print):	
Title (print):	
Signature:	
Name (print):	
Title (print):	City Clerk
Signature:	
	Certified by the City Clerk as sufficient in accordance with Ontario Regulation 586/06

## Schedule A

### Form of Assignment Agreement

#### ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_, 20\_\_

~~AMONG~~ BETWEEN:

\_\_\_\_\_  
("Assignor")

- and -

\_\_\_\_\_  
("Assignee")

~~and~~

~~THE CORPORATION OF THE CITY OF GUELPH~~

~~("City")~~

#### RECITALS:

A. The Corporation of the City of Guelph ("City") has designed the Guelph Greener Homes Program which provides financing to property owner(s) for the installation of energy efficiency works or renewable energy works;

A.B. Pursuant to the City's By-law (20XX23) ~~-- XXXXX20764~~, the Assignor applied to participate in the Guelph Greener Homes Program and entered into a Property Owner Agreement with the City ("POA"), a copy of which is attached as Schedule A to this Agreement, to obtain funding for energy efficiency works or renewable energy works at the Property;

B.C. The City adopted By-law (20XX23) ~~-- XXXXX20764~~ ("Special Charge By-law") to impose on the Property a special charge that requires the owner of the Property to repay the special charge;

C.D. The POA includes additional obligations that are separate and apart from the obligation to repay the special charge that the Special Charge By-law has imposed on the Property;

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 acknowledged, the parties agree as follows:



1. **Defined Terms.** Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement 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 of this Agreement 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, title, 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. ~~6.4.~~ **Agreement between City and Assignee.** The Assignee covenants with the City that the Assignee will perform, observe, satisfy, discharge, and pay as and when due the obligations and liabilities of the Property Owner(s) under the POA arising from and after the date hereof. Among other things, the Assignee will provide information necessary for automatic enrolment in the City's pre-authorized property tax payment plan.

7. ~~**Release of Assignor.** 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.~~

8. ~~9.5.~~ **Joint and Several Liability.** The liability of each entity comprising the Assignee will be joint and several.

~~10.6.~~ **Successors and Assigns.** This Agreement will enure to the benefit of and will be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

~~11.7.~~ **Governing Law.** This Agreement is governed and construed by the laws of the Province of Ontario and the applicable federal laws of Canada. Any dispute arising out of this Agreement will be determined by a court of competent jurisdiction in the Province of Ontario.

12.8. **Counterparts.** This Agreement may be executed in several counterparts and by electronic transmission of an originally executed document, each of which will be deemed to be an original, and such counterparts will constitute one and the same instrument.

13.9. **Further Assurances.** Each of the parties will, from time to time, 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 Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the date first written above.

In the presence of:

**ASSIGNOR**

\_\_\_\_\_  
Witness name:

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

**ASSIGNEE**

\_\_\_\_\_  
Witness name:

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

**~~THE CORPORATION OF THE CITY OF GUELPH~~**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_