

## Property Owner Agreement (POA)

<p>As provided in the Pre-Application in Appendix E,</p> <p>Property Owners (hereinafter, collectively, the "Property Owner"):</p> <ol style="list-style-type: none"> <li>1. XXXXXX</li> <li>2. XXXXXX</li> <li>3. XXXXXX</li> </ol> <p>Property Identifying Information (hereinafter, the "Property"):</p> <ol style="list-style-type: none"> <li>1. Address – XXXXXXXX</li>   <li>2. Assessment Roll – XXXXXXXXX</li> </ol>	<p>Certified as sufficient, in accordance with O.Reg. 586/06.</p>  <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Town Treasurer</p>  <p>Approved as to Form</p>  <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Town Treasurer</p>
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**THIS PROPERTY OWNER AGREEMENT ("POA")**, made in duplicate as of this xxth day of Month Year ("Effective Date").

**B E T W E E N:**

**PROPERTY OWNER**  
(hereinafter called the "Property Owner")

Of The First Part

- and -

**THE CORPORATION OF THE TOWN OF HALTON HILLS**  
(hereinafter called the "Town" and, together with the Property Owner, the "Parties")

Of The Second Part

**WHEREAS:**

- A. Ontario Regulation 586/06 authorizes Council to pass a by-law to undertake works, including constructing energy efficiency works or renewable energy 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. Part III of Ontario Regulation 586/06 provides a process for undertaking works and imposing special charges on private property by way of agreement with owners of the property;
- C. Council at its meeting held on November 15<sup>th</sup> 2021 adopted Resolution No. 2021-0201, (the "Decisions"), and enacted By-law 2021-0056 as amended from time to time (the "By-law"), pursuant to Ontario Regulation 586/06 to authorize the undertaking of energy efficiency, water

conservation and renewable energy works on private residential property as local improvements under the Retrofit Halton Hills Pilot Program set out in the By-law (the "Program").

- D. Among other things, the Decision authorizes staff 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.
- E. The Property Owner owns the Property.
- F. The Property Owner has submitted a complete Pre-Application and complete Funding Request for the Property to participate in the Program.
- G. The Town 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 addition to the terms defined in the various sections of this POA, the following terms have the following meanings unless inconsistent with the subject matter or context:

- 1.1. **"Actual Cost"** means the invoiced cost of completion of the Actual Improvements as set out in Appendices A2 and G;
- 1.2. **"Actual Improvements"** means the Eligible Improvements undertaken to the Property under the Program as indicated in Appendices A2 and G;
- 1.3. **"Administrative Charge"** means a one-time charge of four hundred and fifty dollars, representing the Property's share of the Town's cost of administering the Program;
- 1.4. **"Applicable Laws and Requirements"** means:
  - 1.4.1. any statute or proclamation or any delegated or subordinate legislation, including regulations and municipal by-laws;
  - 1.4.2. 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
  - 1.4.3. any applicable judgment of a relevant court of law, board, arbitrator or administrative agency of competent jurisdiction,
  - 1.4.4. each of which is binding and in force in the Province of Ontario;
- 1.5. **"Approved Final Cost"** has the meaning given to it in Section 8, and as set out in Appendix A2;
- 1.6. **"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 obligations under this POA, in the form attached as Appendix C;
- 1.7. **"Business Day"** means Monday to Friday inclusive, excluding statutory and other holidays;

- 1.8. **“Business Hours”** means the hours between 8:30 am and 4:30 pm (Eastern time zone);
- 1.9. **“Cost of Borrowing”** means the Town’s notional cost of borrowing to fund the Program (set at the rate of foregone investment income to the Town) charged to the Property by applying the Program Interest Rate to the Funding Amount over the Special Charge Term;
- 1.10. **“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;
- 1.11. **“Contractor”** means an insured person retained by the Property Owner to complete the Work;
- 1.12. **“Council”** means Town Council;
- 1.13. **“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 Town;
- 1.14. **“Eligible Improvements”** means the energy efficiency, water conservation and renewable energy measures recommended in the Renovation Upgrade Report for the Property, as set out in Attachment 1 to Appendix F;
- 1.15. **“Energy Advisor”** means any energy advisor or expert in the field of energy efficiency who is working with a licensed Service Ontario organization in Canada;
- 1.16. **“Estimated Cost”** means the estimated cost of completion of the Intended Improvements as set out in Appendices A1 and F;
- 1.17. **“Estimated Lifetime”** means the estimated useful life of the Intended Improvements, as set out in Appendix A1;
- 1.18. **“Final Disbursement”** means the disbursement of the remaining portion of the Funding Amount not already disbursed as the Initial Disbursement by the Town to the Property Owner, as calculated pursuant to Section 10 and set out in Appendix A2;.
- 1.19. **“Funding Amount”** means the total funds provided to the Property Owner by the Town under this POA, and calculated pursuant to Section 9 and set out in Appendix A2;
- 1.20. **“Funding Request”** means a request in the Town’s prescribed form that the Property Owner has completed and submitted to the Town’s satisfaction for funding for the Work, which completed request is attached as Appendix F to this POA;
- 1.21. **“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);

- 1.22. **"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;
- 1.23. **"Initial Disbursement"** means disbursement to the Property Owner of the portion of the Funding Amount requested in the Funding Request of up to thirty (30%) percent of the Estimated Cost in advance of completion of the Work to be determined at the sole discretion of the Town Treasurer , in accordance with Section 5;
- 1.24. **"Intended Improvements"** means the Eligible Improvements intended to be undertaken to the Property under the Program as set out in Appendix F;
- 1.25. **"Lifetime"** means the effective useful life of the Work, as set out in Appendix A2;
- 1.26. **"Local Improvement Roll"** means the local improvement roll for the Property setting out the Special Charge (Actual), as prepared and corrected by the Town and certified by the Town Treasurer in accordance with the Regulation;
- 1.27. **"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, Chapter M.56, as amended;
- 1.28. **"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);
- 1.29. **"Pre-Application"** means an application in the Town's prescribed form that the Property Owner completed and submitted to the Town'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;
- 1.30. **"Pre-Authorized Property Tax Payment Program"** means the Town's payment program in which a Property Owner authorizes automatic withdrawals from their bank account to the Town to pay property taxes and other charges collected through the tax bill as they become due and owing;
- 1.31. **"Program Documents"** shall mean the documents comprising the Property Owner's request to participate in the Program and to obtain the requested funding, consisting of the:
- 1.31.1. Pre-Application, attached as Appendix E;
  - 1.31.2. Funding Request, attached as Appendix F; and
  - 1.31.3. Project Completion Report, attached as Appendix G;
- 1.32. **"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	0%
10 years	0%

- 1.33 **“Project Completion Report”** means a report, in the Town’s prescribed form, that the Property Owner will prepare and submit to the Town’s satisfaction by the Property Owner to the Town following completion of the Work, for determination by the Town, 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;
- 1.34 **"Property Owner-Provided Material"** means any written documentation or other material that the Property Owner provides to the Town, including but not limited to the Program Documents;
- 1.35 **“Regulation ”** means Ontario Regulation 586/06, *Local Improvement Charges-Priority Lien Status* regulation made pursuant to the *Municipal Act, 2001, S.O 2001, c. 25* as amended;
- 1.36 **"Special Charge"** means a charge imposed by the Town on the Property pursuant to the Regulation;
- 1.37 **"Special Charge (Actual)"** means the final Special Charge for the Property calculated in accordance with Section 11(1) of this POA and set out in Appendix B2, that Town Council will impose on the Property;
- 1.38 **"Special Charge (Estimated)"** means the estimated Special Charge for the Property based on the Intended Improvements, as set out in Appendix B1;
- 1.39 **"Special Charge Term"** means the period of five or ten 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;
- 1.40 **"Substantially Performed"** shall mean when the Work is ready for use or is being used for the purposes intended in accordance with Section 2(1) and 2(2) of the Construction Act;
- 1.41 **"Term"** shall have the meaning ascribed to it in Section 2;
- 1.42 **“Town”** means the The Corporation of the Town of Halton Hills;
- 1.43 **"Town-Provided Material"** means any written documentation or other material that the Town makes available generally to the public or specifically to the Property Owner in connection with the Program or this POA; and
- 1.44 **“Work”** means the Actual Improvements collectively.

## 2. Term

2.1 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**

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

- 3.1.1 Appendix A1 – Work – Intended
- 3.1.2 Appendix A2 – Work – Actuals
- 3.1.3 Appendix B1 – Special Charge – Estimated
- 3.1.4 Appendix B2 – Special Charge – Actual
- 3.1.5 Appendix C – Form of Assignment, Novation and Release
- 3.1.6 Appendix D – Utility Usage Release Forms
- 3.1.7 Appendix E – Pre-Application
- 3.1.8 Appendix F – Funding Request
- 3.1.9 Appendix G – Project Completion Report
- 3.1.10 Appendix H – POA Withdrawal Form
- 3.1.11 Appendix I – Pre-Authorized Property Tax Payment Program Application

3.2 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:

- 4.1 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;
- 4.2 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 Town;
- 4.3 understands and agrees that:
  - 4.3.1 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;
  - 4.3.2 the Town may 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) which shall form part of this POA and to which the Property Owner will then be bound except as otherwise provided in this POA;
  - 4.3.3 the maximum Special Charge (Actual) eligible for the Property to be the lesser of ten percent of the Current Value Assessment or \$75,000; and
  - 4.3.4 the Town will advise the Property Owner of the Special Charge (Actual) pursuant to Section 16.
- 4.4 understands and agrees that by entering into this POA, completing and returning to the Town the Pre-Authorized Property Tax Payment Program Form attached as Appendix I, and providing a void blank cheque, the Town 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 Town 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:

- 6.1 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.
- 6.2 Town takes no responsibility for and has no involvement in retaining a Contractor or any other person to complete the Work. The Town also takes no responsibility for and has no involvement in the design or 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 Town has no responsibility or liability to the Contractor or to the Property Owner for the design or completion of the Work including, without limitation, any delays, errors, or defects in the design or 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.
- 6.3 The Property Owner is not an agent of the Town.
- 6.4 It is the Property Owner's sole responsibility to make payments for the completion of the Work, and that the Town will make payments to the Property Owner only if all requirements for such payment have been met in accordance with this POA.
- 6.5 The Town 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 nor for any other impacts of the Work. 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 Town of all, or any, costs incurred by the Property Owner to complete the Work.
- 6.6 The Town is not responsible for, and will not provide funding under the Program for, costs incurred by the Property Owner in retaining an Energy Advisor.

## **7 Completion Date**

- 7.1 Provided that the Property Owner notifies the Town 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 Town requires, then the Town 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**

- 8.1 Within 14 days of the earlier of (a) the Work being Substantially Performed or (b) the Completion Date, the Property Owner shall provide the Town with the Project Completion Report.
- 8.2 The Town 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 Town's sole opinion, provides inadequate information to qualify for funding under this POA.
- 8.3 The Town 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.
- 8.4 Actual Costs including equipment, materials, labour, and harmonized sales tax (HST), as verified and adjusted by the Town in accordance with Subsections 8.2 and 8.3 above, will constitute the Approved Final Cost.

## **9. Funding Amount**

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

- 9.1 the Approved Final Cost;
- 9.2 the Estimated Cost plus Five (5) per cent of the Estimated Cost; or
- 9.3 the highest dollar amount that will not cause the Special Charge (Actual) to exceed the lesser of either 10 percent of Current Value Assessment for the property or \$75,000, when the Town calculates the Special Charge (Actual).

## **10. Final Disbursement**

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

The Town 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 Town. Any Town payment will be made by cheque payable to the Property Owner.

## **11. Special Charge**

### **11.1 Calculating the Special Charge**

After the Final Disbursement Amount is paid to the Property Owner, the Town 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.

### **11.2 Notice of the Special Charge**

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

### **11.3 Consent to Levy of the Special Charge**



The Property Owner consents to the Special Charge (Actual) being levied by the Town 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 the required payments under the Pre-authorized Property Tax Payment Plan. The Property Owner understands that such payments will be in an equal amounts, except for the final payment which may be greater or lower to address any remainder amounts.

#### **11.4 Early Payment of Special Charge**

At any time after the Special Charge (Actual) is levied on the Property by the Town, 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 Town. 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 Town using the Program Interest Rate as the discount rate.

#### **11.5 Apportioning the Special Charge**

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

### **12. Property Owner's Additional Obligations:**

The Property Owner shall:

- 12.1 Complete the Work by the Completion Date;
- 12.2 Remain enrolled and in good standing in the Town's Pre-authorized Property Tax Payment Program for the duration of the Payment Term;
- 12.3 If the Property Owner does not complete the Work or otherwise does not put the Property in a position where the Town can impose the Special Charge on the Property, repay in its entirety all funds received from the Town pursuant to this POA or under the Program within ten business days of receipt of a demand for payment from the Town;
- 12.4 Provide the Town 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;
- 12.5 Complete the Utility Usage Release Forms attached in Appendix D and submit them to the Town; and
- 12.6 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**

- 13.1 The Property Owner agrees to apply for all Incentives/Rebates for which the Property may be eligible, and agrees, to provide the Town 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.
- 13.2 Where the Property Owner has sought or received Incentives/Rebates separate and apart from those disclosed to the Town in advance of the Town making the Final Disbursement so that the Property Owner had not made the Town aware of any such

Incentives/Rebates in time for the Town to deduct the amount of such Incentives from the Final Disbursement, the Property Owner hereby consents to the assignment to the Town of all such Incentives/Rebates payable to the Property Owner, and agrees to direct the provider of the Incentive/Rebate to make payment of all such Incentives/Rebates to the Town.

13.3 In addition, the Property Owner consents to the Town communicating with the provider of such 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 Town 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 Town by mail or in person.

#### **15. Certified POA**

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

#### **16. Notice of Local Improvement Roll**

16.1 The Town 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.

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

16.3 The Town'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.

16.4 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**

17.1 Pursuant to the Regulation, once levied, the Special Charge (Actual) can be added by the Town 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.

- 17.2 The Town 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.
- 17.3 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.
- 17.4 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:

- 18.1 Reapportioned among the new lots in any manner the Town 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
- 18.2 Paid in full at the time of the Town approval for the severance.

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

- 19.1 The Town may correct the Special Charge (Actual) pursuant to the Regulation, if the Town Treasurer determines that the Special Charge (Actual) is incorrect due to a gross or manifest error.
- 19.2 The Town 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.

**21. Late Payment Penalties and Events of Default**

- 21.1 If the Property Owner fails to make any payment owing to the Town under this POA on the date it becomes due, the payment is subject to the following late payment penalties:
  - 21.1.1 a \$45 fee for non-sufficient funds being in the Property Owner's account under the Pre-authorized Property Tax Payment Program;
  - 21.1.2 an additional 1.25% of the unpaid amount on the first day of each month thereafter that the amount remains outstanding.
- 21.2 The Town may declare that an event of default has occurred (an "Event of Default") if the Property Owner:
  - 21.2.1 fails to meet any of its obligations under this POA, including without limitation
    - (i) failure to make any payment to the Town as it becomes due;
    - (ii) failure to reimburse the Town all portions of the Funding Amount that the Town 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 Town to apply a Special Charge; or

(iii) failure to adhere to its confidentiality obligations under this POA; or

21.2.2 makes false or misleading representations or submits false or misleading information to the Town.

21.3 In the event that the Town has declared that an Event of Default has occurred, the Town may immediately, in its sole discretion, exercise one or more of the following remedies:

21.3.1 terminate its obligations under this POA and, if applicable, demand repayment of all monies provided under this POA to the Property Owner to date;

21.3.2 pursue a court action to recover all damages and/or demand specific performance; and

21.3.3 add to the property tax roll for the Property the Initial Disbursement as a fee, as provided for in Section 446 of the *Municipal Act, 2001, S.O. 2001, c. 25.*, owed to the Town 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 Town.

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

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

22.1 the Property Owner provides the Town with a registered copy of the Transfer of the Property from the Property Owner to a new owner;

22.2 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

22.3 the Property Owner provides the Town 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 Town's rights, benefits and powers under the Regulation with respect to the Property or the Special Charge (Actual), and that the Town shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities thereunder.

## **23. Ownership, Disclosure, and Confidentiality of Written Material**

### **23.1 Ownership and Compelled Disclosure of Property Owner-Provided Material**

Once in the possession and/or under the control of the Town, any Property Owner-Provided Material becomes the property of the Town 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 Town 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 Town 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 Town to disclose such information and documents.

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

### **23.2 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 Town. Doing so will more easily enable the Town to notify the Property Owner in advance of any disclosure the Town may be compelled to undertake.

The Town 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.

### **23.3 Ownership and Confidentiality of Town-Provided Materials**

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

- 23.3.1 is and shall remain the property of the Town;
- 23.3.2 must be treated by the Property Owner as confidential and not disclosed to anyone other than the Property Owner or Town of Halton Hills staff (which does not include Town Council Members or their staff) without written consent from the Town unless such Town-Provided Material was obtained in a manner available generally to the public (such as from the Town's website); and
- 23.3.3 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 on this or related matters without the express written permission of the Town.

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

## **24. Audit**

The Town 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 Town at all reasonable times.

## **25. Inspection**

Until the date that is three (3) years from the Completion Date, the Town reserves the right, upon 14 days written notice to the Property Owner, to have a Town Official or third party contractor retained by the Town 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 Town 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 Town of Halton Hills, 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 Town reasonably informed of the status of the matter, and the Property Owner shall make no admission of liability or fault on the Town's part without the Town'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 Town-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 Town 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 Town 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 Town:

**30.1 Town of Halton Hills**

1 Halton Hills Drive,  
Georgetown, Ontario, L7G 5G2  
Attention:

**30.2** 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 Town of Halton Hills 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**

**TOWN OF HALTON HILLS**

*Signed by the Mayor and Town  
Treasurer on [Date]*

*Under the Authority of*

\_\_\_\_\_  
Mayor: Rick Bonnette

\_\_\_\_\_  
Town Treasurer: Moya Jane Leighton

**PROPERTY OWNER**

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
*Name of Witness*



## APPENDIX A1

### IMPROVEMENTS -- INTENDED

**1. Intended Improvements**

Intended Improvements	Estimated Cost	Estimated Lifetime
Exterior Wall Insulation		
Attic Insulation		
Cathedral/Flat Ceiling Insulation		
Basement Insulation		
Basement Header Insulation		
Furnace/Boiler System		
Water Heater		
Central Air Conditioner		
Heat Recovery/Energy Recovery Ventilator		-
Windows/Doors		
<b>TOTAL</b>	<b>0</b>	<b>-</b>

**2. Estimated Incentive/Rebate**

**13 Completion Date**

The Property Owner will complete the above Intended Improvements by xx/xx/xxxx.

**4. Initial Disbursement**

An Initial Disbursement of \$xxxx was calculated as follows:

30% of the Total Estimated Cost of the Intended Improvements (\$xxxx)



## APPENDIX B1

### SPECIAL CHARGE -- ESTIMATED

The Special Charge (Estimated)<sup>2</sup> 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)	

---

<sup>2</sup> As per Section 14 of the POA, the Town 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	%
Estimated Funding Amount	
Cost of Borrowing	
Administrative Charge	
Special Charge (Estimated)	
Monthly Payment (Estimated) (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 Town 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 Corporation for the Town of Halton Hills  
(the "Town")

#### WHEREAS:

- A. Pursuant to Town Authorizing By-law here, the Assignor applied to participate in the Town's Program and consequently, entered into a Property Owner Agreement with the Town 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 Town 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 Town'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 Town.** The Town (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 Town and Assignee.** The Assignee covenants with the Town 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 Town 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:

**THE CORPORATION OF THE  
TOWN OF HALTON HILLS**

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 Property Address in Halton Hills, Ontario (the "Property") and am authorized to consent to the release of utility account information for the Property to the Town of Halton Hills.

As part of my participation in the Town of Halton Hills' Retrofit Halton Hills Program, I hereby authorize the Town of Halton Hills to access the following accounts for the Property:

natural gas account # \_\_\_\_\_

and share data interdivisionally for the following municipal account:

hydro 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 01/01/2017 and ending 01/05/2023. The Town of Halton Hills 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 Town of Halton Hills. 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 Town of Halton Hills for the purpose of the Town's Retrofit Halton Hills Program and related studies. I understand that where the Town of Halton Hills 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 Property Address in Halton Hills, 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 \_\_\_\_\_ hereby consent and authorize Halton Hills Hydro to release to Company identified below my Electricity Account Data for the designated period commencing 01/01/2017 and ending 01/05/2023 for the purpose of monitoring and evaluating electricity consumption as part of the customer's participation in the Town of Halton Hills' Retrofit Halton Hills 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, Halton Hills Hydro will have no control over and no responsibility for the Company's use of the Electricity Account Data. Halton Hills 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 Town of Halton Hills

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.

**APPENDIX E**  
**PRE- APPLICATION**

Insert Completed Forms Here

**APPENDIX F**  
**FUNDING REQUEST**

Insert Completed Forms Here

**APPENDIX G**  
**PROJECT COMPLETION REPORT**

Insert Completed Forms Here

**APPENDIX H**

**POA WITHDRAWAL FORM**

*(as permitted pursuant to subsection 36.4(4) of Ontario Regulation 586/06)*

**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 TOWN**

I/we, as signator(ies) to a Property Owner Agreement with the Town of Halton Hills,

\_\_\_\_\_ 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 1 Halton Hills Drive, Halton Hills, L7G 5G2 or email to retrofit@haltonhills.ca**

## **APPENDIX I**

### **PRE-AUTHORIZED PROPERTY TAX PAYMENT PROGRAM APPLICATION**

Insert Application Forms Here