
Study Report for

Home Energy Retrofit Program

in the City of Vaughan

Using Local Improvement Charges Financing

- Model By-Law and Forms

Acknowledgments

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This document is one of three reports that comprise Vaughan's study of the use of Local Improvement Charges to accelerate energy retrofits in private buildings. The three study reports are: a main study report; model by-law and forms; and a business case.

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1.0 Generic Implementing By-Law

A by-law is required to authorize the undertaking of energy works on private property, financed by local improvement charges, and stipulate the sector of focus. The enabling by-law should also be accompanied by program rationale/resolution describing how the program will function, key details, and considerations (see Section 2 in the main study report, Resolution Establishing a Program: Details and Considerations). The table below illustrates recommended LIC legislation elements compared to LIC regulation clauses drawn from the Province of Ontario and the City of Toronto’s approved enabling LIC by-law.

Table 1 Comparison between LIC Legislation Elements and Ontario and Toronto LIC Regulation¹

Recommended LIC Legislation Elements	Ontario LIC Regulation (O. Reg 586/06)	City of Toronto (By-Law No. 1105-2013)
State the public purpose and goals that LIC helps achieve (e.g., energy conservation, avoided costs, environmental concerns, economic development)	Clause 1(2)(b) - Water conservation Clause 1(2)(q) - Energy efficiency and renewable energy	Clause 2.1. Objectives – increase quality of building stock, energy and water conservation/efficiency, address housing affordability, realize economic development opportunities
Allow local governments offering LIC to do so in concert with others	Clause 32(1) – agreement between municipalities re joint local improvement	Not included
Allow programs to be administered by 3rd party providers	Not included	Not included
Allow programs (government sponsors) to charge fees to offset program administration costs	Clause 12(2).2 The following may be included in the cost of a work...reasonable administrative costs, including the cost of advertising and of giving notices.	Not included
Broadly define qualifying improvements and qualifying properties	Subsection 1(2) of the regulation: (q) constructing energy efficiency works or renewable energy works.	Clause 2.5. Qualifying energy efficiency and water conservation measures
Require proof at time of application that contractors meet all municipal requirements (e.g., hold a business licence)	Not included	Clause 1.5, Completing the Retrofit through Contractor Engagement, places onus on homeowner to ensure contractor is licensed, bonded and insured
Specifies repayment mechanism, and that payments should not exceed the life of the improvement	Clause 30 describes special assessment, and that annual payments shall not exceed the life of the retrofit improvement	Clause 1.6, Application Process, sets out repayment process and terms (step 5: LIC Repayment)
Indicate LIC program funding options	Not included – clause 34 indicates how to apply reserve fund for long-term debt	Not included
Not included	Not included	Outline building/neighborhood selection process or criteria

¹ Adapted from Dunsky (2016). Ontario Municipalities Local Improvement Charges Programs for Energy Upgrades Update Study. Accessed online May 10,2019: <http://www.cleanairpartnership.org/wp-content/uploads/2016/10/CAP-LIC-Update-Study-Report-2016-05-31.pdf>

1.1 Draft By-Law to Authorize the Use of LICs to Finance Energy Retrofits

THE CITY OF VAUGHAN

BY-LAW

BY-LAW NUMBER XXX-2020

A By-law to authorize the undertaking of energy efficiency and water conservation works on private residential property as local improvements under the Residential Retrofit Program.

WHEREAS Part III of Ontario Regulation 586/06 authorizes Council 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;

AND WHEREAS such a by-law may authorize the undertaking of works which satisfy the requirements of a City program;

AND WHEREAS at its meeting of XX, 2020, City Council adopted the Vaughan Residential Retrofit Program pursuant to authority of Ontario Regulation 586/06;

NOW THEREFORE the Council of The Corporation of the City of Vaughan ENACTS AS FOLLOWS:

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1. Council authorizes the undertaking of energy efficiency and water conservation works on private residential property as local improvements under the Residential Retrofit Program, as set out in Appendix A to this By-law, for the purpose of raising all or part of the cost of the work by imposing special charge

Enacted by City of Vaughan Council this XXth day of (Month), 2020.

Hon. Maurizio Bevilacqua, Mayor

Todd Coles, City Clerk

Authorized by Item No. ____ of Report No. ____
of the Committee _____
Adopted by Vaughan City Council on

Appendix A

Low-Rise Residential Retrofit Program Design

1.0. Overview

The Low-Rise Residential Retrofit Program is designed to extend municipal financing to consenting homeowners for the installation of qualifying natural gas, electricity and water conservation improvements and related energy assessments and then to secure payment by imposing a local improvement charge (LIC) on the private residential property, as authorized by the Regulation.

1.1. Program Eligibility

Residential low-rise buildings located within the City of Vaughan of the following forms are eligible: detached, semi-detached, townhouse and more generally housing forms with fewer than seven units.

The property must have a property tax account with the City of Vaughan. The property must also be a customer of either Alectra Utilities and/or Enbridge Gas.

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

- All registered owner(s) of the property must consent to participating in the Program;
- Property tax, utility bills and all other payment obligations to the City for the past five years must be in good standing; and
- The applicant provides proof that they have notified all mortgage lenders, if the property is subject to one or more mortgages, of their intent to participate in the retrofit program using LIC financing.

1.2 Geographic Scope

Any owner of an eligible building in Vaughan can participate in the residential retrofit program.

A Sustainable Neighbourhood Action Program (SNAP) for the Thornhill community has been undertaken and will run from 2020 to 2021. The Thornhill SNAP includes the area from Steeles Avenue north to Highway 407 and from Yonge Street east to Bathurst Street. More community outreach will be undertaken through the SNAP to advise homeowners of sustainability actions including home energy retrofits. The same level of marketing and outreach is not available to other Vaughan neighbourhoods at this time.

1.3. Home Energy Assessments

Similar to the ecoENERGY Home Retrofit Program designed by the Federal Government, the City's residential retrofit program will utilize the EnerGuide Rating System (the "[ERS](#)") that provides a standard measure of a home's energy performance. It provides a standardized tool and process to assess home energy efficiency and can model energy savings projects.

The property owner must hire a Certified Energy Advisor (the "CEA"), certified by Natural Resources Canada ("NRCan"), to perform pre- and post-retrofit assessments in accordance with the ERS. CEAs are experts in the field of energy efficiency and well-versed in the 'whole home' approach to home energy systems, technologies and products. The cost of the energy assessments is paid by the homeowner to the CEA.

A homeowner may be eligible for a rebate for the cost of an energy assessment if they participate in a utility energy retrofit incentive program. Homeowners should consult [Enbridge](#), Alectra Utilities and [Save On Energy](#) web sites for updates to their residential energy savings programs.

Upon completion of the pre-retrofit home energy assessment, a report is provided to the homeowner with the NRCan EnerGuide rating for the home and recommendations for energy improvements that could potentially increase that rating. This report is to be provided to the City in order to access LIC financing.

After the retrofit is complete, a second and final home assessment is performed by the CEA to obtain a second EnerGuide rating and to verify the completion of work. Should the second assessment that the homeowner provides to the City indicate that the EnerGuide rating has increased and the improvements have been completed, then the utility incentives (described in Section 1.8. – *Access to Utility Rebates & Incentives*) can be determined and the City can issue the final disbursement of funds.

The applicant can determine whether to deduct the utility incentive amounts from the final disbursement.

1.4. Qualifying Energy Efficiency & Water Conservation Measures

The home energy assessment must demonstrate the potential to achieve cost-effective energy reductions in order to qualify for LIC financing. Financing is designated for capital costs (not maintenance costs) with an expected useful life of five years or greater and for measures that are permanently affixed to a property. The expected useful life of the retrofit measures is to be linked with the LIC term. The non-exhaustive list of the categories of measures eligible under the Program, subject to any permitting and regulations, includes:

- i. *Thermal envelope upgrades*: attic, wall and basement insulation, window and door replacements, air-sealing.
- ii. *Mechanical systems (space heating and cooling)*: high efficiency furnace, boiler and air conditioner replacement, thermostats and controllers, air source heat pumps, ground source heat pumps.
- iii. *Mechanical systems (water heating)*: high-efficiency water heaters (e.g., hybrid heat pump, tankless, etc.), drain water heat recovery systems, solar hot water systems.
- iv. *Renewable energy and energy storage*: solar photovoltaic systems, electric vehicle charging stations (Level 2), battery storage devices.
- v. *Water efficiency*: low-flow toilets, hot water circulation pump and system, greywater treatment system, closed-loop shower water recovery system, rainwater harvesting system (subject to eligibility criteria).

The cost of an EnerGuide home energy assessment is eligible to include in the LIC financing. Note that utility rebates may be available for this cost.

Ineligible measures include equipment or products not permanently affixed to the property, previously installed in another home and are deemed general maintenance. By recommending

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categories of retrofit improvements and associated measures, the City makes no guarantees of the materials, performance, cost-effectiveness or any warranty of the measures supported by the Program.

Only the costs associated with retrofits of up to 10 percent of the Current Value Assessment of the property or to a maximum of \$70,000 are eligible for the Program.

1.5. Completing the Retrofit through Contractor Engagement

The City will provide financing to homeowners for eligible measures covered by the residential retrofit program that have been:

- recommended by the CEA
- verified by the City or the assigned Program Administrator
- installed by contractors hired by the property owner

The City will not pre-qualify contractors or procure contractors to perform energy assessments or install retrofit improvements on behalf of homeowners in connection with this residential retrofit program. The homeowner will use the funds disbursed by the City to pay contractors directly.

The City is not responsible for the work quality of any contractors hired in connection with this residential retrofit program and assumes no liability for the works undertaken. All retrofit improvements and renovations must adhere to local codes and by-laws. The homeowner is responsible for ensuring that hired contractors are licensed, bonded, and insured. Any issues that may arise relating to the quality of workmanship or post-installation performance of energy measures, for example, should be dealt with by the property owner and contractor.

1.6. Application Process

The steps below outline the process and requirements that homeowners need to follow as part of the residential retrofit program. City staff will periodically review this process to ensure an effective residential retrofit program implementation and, where deemed appropriate, the City may make changes at its sole discretion.

Step 1: Pre-qualification

Homeowners submit an on-line application form that includes, but is not limited to, the following information:

- Property address to confirm location is within the City
- Property assessment roll number to confirm no outstanding payments owed to the City in the last five years
- Evidence of mortgage lender notification (where applicable)

If a homeowner has one or more outstanding mortgage(s) associated with the property, then the homeowner must (at his or her own expense) notify the mortgage lender(s) through a form that the City will provide. Property owners will advise their mortgage lender(s) of their intention to participate in the residential retrofit program and receive permission from the lender(s) (perhaps up to only a specific dollar amount) as a requirement of the Program.

Once the property owner has been pre-qualified by City staff, based on the above criteria, the City will provide Notice to Proceed to the homeowner.

Step 2: Energy Assessment and Funding Request Form

1. Energy Assessment

The homeowner completes the pre-retrofit home energy assessment in accordance with Section 1.3 *Home Energy Assessments* and submits same to the City of the resulting Energy Assessment Report that the CEA provides to the homeowner.

That Energy Assessment Report must include:

- the current NRCan EnerGuide rating for the home
- recommended improvements that have been customized for the home based on existing conditions which could potentially increase the NRCan EnerGuide rating of the home
- the estimated useful life of the proposed improvement(s)
- estimated energy cost savings that may be realized after installing the recommended improvements

Potential eligibility for utility rebates and incentives offered by Enbridge, Alectra Utilities or through the Save On Energy program is optional to include in the Energy Assessment Report.

Any estimated cost of the works can be included in the Energy Assessment Report, but will require contractor invoices to verify the costs for inclusion in the Funding Request Form.

2. Funding Request Form

Along with the Energy Assessment Report, the homeowner also will need to submit a Funding Request Form that:

- identifies the improvements that the property owner intends to install based on the Energy Assessment Report
- identifies the cost for each improvement (including equipment, materials and labour costs)
- the amount of prepayment (up to a maximum of ten percent of the estimated cost of the work) being requested from the City upon signing the POA

Following receipt of the Funding Request Form, the City or assigned Program Administrator will:

- confirm the eligibility of the works (e.g., items affixed to property)
- verify the reasonableness of retrofit costs and labour costs by consulting manufacturer pricing and prevailing labour rates
- calculate the administrative costs using a formula that apportions the cost to the City to operate this residential retrofit program between participating properties as percentage of the cost of the work undertaken relative to the percentage of the cost of the work to the overall residential retrofit program budget
(*n.b.* the "cost to the City" includes recurring costs and any non-recurring costs not covered by the grant funding that the City has obtained for the residential retrofit program)
- estimate the eligible utility rebates and incentives available to the homeowner

The above steps will enable the City to derive the funding amount up to the maximum of ten percent of the property's assessed value to include in the Property Owner Agreement.

Step 3: Property Owner Agreement

After the City has confirmed the acceptability of the Energy Assessment Report and the Funding Request Form, the City will prepare a property owner agreement ("POA"), in accordance with Appendix B for the homeowner(s) to review and sign.

Step 4: Completing Improvements

1. Initial Funding Disbursement

Following execution of the POA, the City will provide the homeowner with the initial disbursement agreed upon in the POA to a maximum of ten percent of the estimated cost of the work. The initial disbursement can be used by the homeowner to pay contractors or suppliers (i.e. security deposit). The property owner will be contractually obligated to repay this initial disbursement to the City if the property owner does not complete the improvements.

The property owner can then proceed with hiring contractor(s) and performing the approved energy improvements to the property. The improvements must be completed within a reasonable timeframe, as stipulated in the POA, to be determined by the City at its sole discretion.

2. Final Funding Disbursement

As detailed in the POA, the City will provide the final disbursement only after the homeowner provides a copy of the post-retrofit assessment report from the CEA that:

- includes a Certificate of Completion that attests the approved retrofit measures having been installed and provides an EnerGuide rating of the home after the retrofit measures have been completed which is greater than the original EnerGuide rating noted on the pre-retrofit assessment report from the CEA
- indicates the actual costs and useful life for all the works

Step 5: LIC Repayment

Following the City Treasurer and CFO's periodic certification of the local improvement roll, (which occurs after the improvements on a given set of properties are complete and the final amounts of funding are confirmed), the City Solicitor will submit a by-law for Council adoption 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 City Treasurer and CFO 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 City Treasurer and CFO adds to the tax roll and will ensure that any subsequent property owner who was not a party to the POA is bound to pay that amount.

To facilitate repayment of the annual special charge, the POA will require homeowners to sign up for the pre-authorized payment plan option for property tax payments. At any time, a homeowner can make advance payments, 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 and interest charges.

1.7. LIC Disclosure

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

- i) posting on the City's website notice of the special charge by-law to impose the charge on the property in advance of its introduction and after its adoption; and

- ii) 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.

1.8. Access to Utility Rebates & Incentives

The City encourages applicants to review the energy savings programs of utilities and agencies such as Enbridge, Alectra Utilities and the Province's Save On Energy program. Energy efficiency and water conservation measures that are eligible under this residential retrofit program may also be eligible for rebates from utilities to applicants.

The applicant can decide whether the financing advanced by the City will be net of any rebates or other incentives received by the homeowner.

1.9. Quality Control

As a means of additional oversight to confirm that the funded improvements were completed, the POA will indicate that the City reserves the right to have a City official or third party contractor arrange with the property owner for an inspection. The property owner(s) is also responsible for keeping original copies of contractor invoices and photos of installed measures, especially for harder to verify measures like insulation, and be prepared to disclose this information to the City upon request.

1.10. Measurement and Verification

Pursuant to the POA, the property owner(s) must consent to providing the City with access to the property's utility usage data in order to monitor results and evaluate the Program's effectiveness for a period of five years after completion of the retrofit. Also, the property owner(s) agrees to participate in surveys and other follow-up activities to help the City evaluate the Program.

2.0 Application / Registration Form

Thank you for your interest in Vaughan's [Program Name e.g. Home Energy Retrofit Program] administered by the City of Vaughan [and the Program Administrator]. The purpose of the Application / Registration Form is to determine eligibility for financing for your energy efficiency, water conservation, or renewable energy works to your property. Please complete the following form and submit it to the City of Vaughan [or Program Administrator]. Further instruction on how to submit this application is found below.

Additional information about the program can be found at [program website link]. Any questions you may have can be directed to [contact details].

What's Next?

Upon receipt of your completed Registration Form, the [City of Vaughan or Program Administrator] will assess your home's eligibility based on the following:

- Home type and location: your home must be a detached, semi-detached, or row house style home located within the City of Vaughan
- Verification of property ownership
- Review of your municipal accounts (taxes, rates and charges including water bills) for all City of Vaughan properties in your ownership to verify that they are currently in good standing, and that you have made consistent efforts to keep your accounts paid for up to 5 years in the past
- Proof of notice to mortgage lender to demonstrate your intention to participate in the Program.

Please note that our review is not a credit check and will not impact your credit rating. This is simply a review to confirm your home's ownership status and examine your municipal payment history. These criteria may be amended at any time at the City of Vaughan's sole and absolute discretion.

Please note that by registering you consent to the City of Vaughan sharing the above information with the Program Administrator.

Once the application is reviewed and the owner has been pre-qualified by the [City of Vaughan or Program Administrator], based on the above criteria, the [City of Vaughan or Program Administrator] will provide a Notice to Proceed letter to the property owner. Once you receive this confirmation, the [City of Vaughan or Program Administrator] can help you book a certified Home Energy Assessment.

Note: All financing payments must be made through a pre-authorized payment plan set up through the City of Vaughan.

How to submit this Application (choose one of the following methods)

Attach a copy of this form and email to:
(program email address)

Mail a hardcopy of this form to:
Program Administrator
Address

To hand deliver your application, please call XXX-XXX-XXX to schedule an appointment.

A – Applicant Information - Contact				
Applicant Primary Contact				
<i>The person to whom all communication (i.e. letters, emails), including any legal notices under the Property Owner Agreement with the City, will be directed (the “Primary Contact”)</i>				
Primary Contact Name <input type="text"/>				
<input type="checkbox"/> Check this box if First Name and Last Name do not apply to you because you have either a registered Birth Certificate or Change of Name Certificate bearing a Single Name. Provide your name below.				
Single Name <input type="text"/>				
Mailing Address (Street Number, Street Name) <input type="text"/>				
City/Town <input type="text"/>	Province <input type="text"/>	Postal Code <input type="text"/>		
Email <input type="text"/>				
Telephone Number <input type="text"/>				
Relationship to Property	Owner <input type="checkbox"/>	Manager <input type="checkbox"/>	Tenant <input type="checkbox"/>	Other (specify) <input type="text"/>
Preferred Method of Communication	Telephone <input type="checkbox"/>	Email <input type="checkbox"/>		Mail <input type="checkbox"/>

B – Applicant Information - Ownership		
Legal Name(s) of Property Owner(s)		
<i>Please identify all property owners listed on the registered title for the property. All registered owners of the home must be identified in this section and consent to participate in the (program).</i>		
Name of Property Owner 1:		
Name of Property Owner 2:		
Name of Property Owner 3:		
* If there are more than three property owners, please include remainder of property owners on the “additional property owners” document found at (program website)		
C – Property Information		
<i>Only homes located within the boundary of the municipality can participate in the (program). Only detached, semi-detached, and row houses are currently eligible.</i>		
What best describes your Property (check one):		
<input type="checkbox"/> Fully Detached	<input type="checkbox"/> Semi-detached	<input type="checkbox"/> Townhouse
Street Address:		
Community:		
Postal Code:		
Primary fuel used to heat the Property? (Natural Gas, Electricity, Oil, Other)		
What upgrade(s) are you interested in making?		
Have you had a Home Energy Assessment completed within the last 12 months?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If “Yes”, when was your assessment?	_____	
	(dd/ mm / yy)	
If “Yes”, have you completed any renovations since your Home Energy Assessment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Assessment Role Number:		
*You can find your Assessment # on your property tax bill (example below).		

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D – Consent to be Contacted

Program Administrator may wish to contact you to ask questions about your experience with the (Program) and/or to evaluate its performance.

Are you willing to be contacted to discuss your experience with the program?

Yes

No

E – Contractor Information

It is recommended that homeowners select contractors who are licensed (valid City of Vaughan business license if required to do so) and insured. Please indicate the contractor's information below.

Contractor Name:

Contractor Address:

Provincial and/or Municipal License Number:

3.0 Model Notice to Proceed (Pre-Qualification Letter) to Property Owner

[Date]

[Property Owner and/or Potential Lender]

Dear _____:

As Administrator of the home energy retrofit program for the City of Vaughan, I am writing in reference to the proposed retrofit project at [address of the proposed project] using the Local Improvement Charges (LIC) financing program. We have reviewed the application for participation in this program as authorized by LIC regulation (O. Reg. 586/06) under the *Municipal Act, 2001*. The project as presented in the application meets the requirements of the LIC regulation and of this home energy retrofit program.

The proposed project is a qualified improvement under the LIC regulation. The subject property is a privately owned [residential building] with clear title located within the jurisdiction of this program. The record owner has satisfied the ownership requirements of the program. [There is a mortgage on the property and the owner has notified their mortgage lender(s) of their intention to participate in the Program.]

The term of the proposed assessment does not exceed the useful life of the equipment involved, in keeping with the LIC regulation.

This project will fulfill vital public purposes of the City of Vaughan, including reducing the utility expenses for this property, upgrading the infrastructure of the property, promoting economic development and job creation, improving local building stock, and improving the environment.

Sincerely,

Name

Title

LIC program

4.0 Mortgage Lender Notice Form

A – Mortgage Lender Information and Applicant Signature		
<i>Properties that are subject to a mortgage(s) will require the Property Owner(s) to notify their mortgage lender of their intention to participate in the LIC financing program</i>		
Is the Property subject to a mortgage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If “yes”, then list the lender(s) holding these mortgages:		
Name of Financial Institution 1:		
Name of Financial Institution 2:		
I, _____ on behalf of the Property Owner(s) hereby:		
<ul style="list-style-type: none"> • Attest to having notified my mortgage lender(s) of my intention to participate in the LIC financing Program. 		

5.0 Model Property Owner Agreement

Property Owner Agreement

1. Property Owner:	_____
	Name
2. Property Owner:	_____
	Name
3. Property Owner*:	_____
	Name
Civic Address:	_____
	House Number and Street

	Community

	RR#
	Postal Code
Property Tax Information:	_____
	Assessment Roll Number

*If there are more than three property owners, please include remainder of property owners on the "additional property owners" document found at (program website)

This Financing Agreement, is made this ____ day of ____ 2020 ("Effective Date").
Between:

PROPERTY OWNER(S)
- and -
CITY OF VAUGHAN

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

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

Definitions

1. In this agreement,
 - a. **"Program Service Fee"** refers to the costs incurred by the Program Administrator to administer the program;
 - b. **"Approved Quote"** means the Contractor quote for the completion of part or all of the approved Clean Energy Upgrades that has been obtained by the Property Owner(s) and provided to and approved by the Program Administrator;
 - c. **"Program"** means a program established by the Municipality under which owners of Properties may obtain financing for Clean Energy Upgrades;

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- d. **“Clean Energy Upgrade”** means an installation that is affixed to the Property and which:
- i. will result in improved energy efficiency, the generation of renewable energy, water conservation, or reduced greenhouse gas emissions;
 - ii. includes
High-efficiency furnaces / boilers / air conditioners
Window / door replacements
Basement/attic/exterior wall insulation
Air sealing (e.g. weather stripping or caulking)
Air-source heat pumps
Ground-source heat pumps
High-efficiency water heaters
Tankless water heaters
Drain-water heat recovery systems
Toilet (low flow) replacements
Hot water circulation system
Greywater treatment system
Closed-loop shower water recovery system
Rainwater harvesting system (subject to eligibility criteria)
Solar hot water systems
Rooftop solar PV panels
Electric vehicle charging stations (Level 2)
Battery storage devices
 - iii. is identified as an eligible upgrade in the City of Vaughan’s LIC Program energy upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in that Policy; and
 - iv. the cost is specified in Contractor invoices that are submitted as a requirement of this Program.
- e. **“Enabling upgrade”** means a non-clean energy upgrade that is necessary to enable a clean energy upgrade (e.g. electrical panel upgrade).
- f. **“Contractor”** means an insured person, who holds a valid City of Vaughan business licence (if required to do so), and is retained by the Property Owner(s) to complete the Clean Energy Upgrades;
- g. **“Director of Financial Services”** means the Director of Financial Services for the City of Vaughan, or his or her designate;
- h. **“Effective Date”** means the date on which Final Property Owner Agreement is signed;
- i. **“LIC Charge”** means the local improvement charge levied on the property pursuant to by Ontario LIC regulation 586/06 under the *Municipal Act*, and is equal to the value of the Approved eligible upgrade(s) plus the Program Service Fee, up to the Maximum Eligible Amount;

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- j. **“Maximum Eligible Amount”** means a general financing cap set by the City of Vaughan. The City of Vaughan’s Maximum Eligible Amount is 10% of the value of the dwelling or up to a maximum of \$70,000.
- k. **“LIC By-Law”** means the Local Improvement Charge Program By-Law, approved by the City of Vaughan on (insert date).
- l. **“Program Administrator”** means the City of Vaughan or a Third Party, and includes its employees and agents;
- m. **“Repayment Period”** means the period from the date the Financing Charge first becomes due and payable to the date the final payment is due, and shall in no case be greater than X years; and
- n. **“Property”** means a residential property located within the City of Vaughan that meets the eligibility criteria for participation in the (Program).
- o. **“Rebate”** means any money received or to be received from the Program Administrator, in respect of one or more of the upgrades. This rebate will be sent to the City of Vaughan to directly pay the LIC charge

Term of Agreement

- 2. This Property Owner Agreement commences on the Effective Date and terminates at the end of the Repayment Period.

Clean Energy Upgrades

- 3. The term of payments for the improvement(s) should not exceed the useful/ normal lifespan of the clean energy upgrade(s).
- 4. The Property Owner(s) acknowledges and agrees that only those clean energy upgrades approved by the Program Administrator are eligible for financing through the Program, and that the Property Owner(s) shall be solely liable for the cost of any unapproved upgrades completed on the Property.
- 5. The Property Owner(s) further acknowledges and agrees that they shall be solely liable for the cost of any work in excess of the Maximum Eligible Amount, regardless of whether the excess costs were for the installation of approved retrofits.
- 6. Where an enabling upgrade is recommended in order to enable a clean energy upgrade, both the enabling upgrade and the enabled clean energy upgrade must be installed to be eligible for LIC financing.
- 7. Invoices for clean energy upgrades must be submitted to the Program Administrator by [date]. Any invoices received after this date will not be eligible for LIC financing.

Payment for Clean Energy Upgrades

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8. Upon completion of the approved upgrades, the Property Owner will pay the Contractor the amounts owing for the completed work, up to the Maximum Eligible Amount.
9. In the case of disputes between the Property Owner(s) and a Contractor as to whether the clean energy upgrades are complete, the City reserves the right to make the final determination as to the completeness of the upgrades. This is conducted by reviewing the post-retrofit energy assessment to verify the correctly installed clean energy upgrades.
10. If, after starting to install the clean energy upgrades at the Property, a Contractor or the Property Owner(s) causes the installation of the upgrades to be stopped for any reason, including reasons related to safety (including structural deficiencies, hazardous materials or other safety hazards), or discovery of unforeseen conditions, this is a matter to be resolved between the Property Owner and the Contractor.

Reportable Deficiencies

11. If the Program Administrator or the City of Vaughan discovers any deficiencies with the Property relative to compliance with codes, standards, or other applicable regulations, the Property Owner(s) acknowledges that the Program Administrator and/or the City of Vaughan shall be obligated to report such deficiencies to the applicable regulatory authority.

Lien Against Property

12. The LIC charge shall become payable on completion of installation of the clean energy upgrade in accordance with the LIC Property Owner Agreement.
13. If the Property Owner exits the program without completing the clean energy upgrades, any incurred program service fees will be due 30 days after program exit. Program exit is based on confirmation of Property Owner exit, or (insert date). If these program fees are not paid within 30 days, interest shall be accrued on the amount then due and payable at the same rate applied by the City of Vaughan for unpaid taxes and charges in default.
14. The LIC Charge may consist of:
 - a. The cost of clean energy upgrade, including all labour costs, permitting fees, and applicable taxes;
 - b. Interest accrued on the charge including any additional interest arising due to any default of payment. Interest begins accruing when final invoice is received by Program Administrator, or (insert date).

Rebates

15. The Property Owner understands that all rebates (such as through Enbridge, other utilities, or the Federal government) used for the clean energy upgrade will be recorded by the City or Program Administrator and may be deducted from the total LIC charge as may be determined by the Property Owner.

Repayment

16. Payment of the LIC Charge shall occur as follows:
 - a. The Property Owner(s) will make equal monthly payments over a period of X years to repay the outstanding LIC Charge, including interest payable on the unpaid LIC charge at the rate of X% per annum, calculated monthly not in advance. These payments must be made through a pre-authorized payment plan set up through the City of Vaughan. The payment schedule will be made available through the City of Vaughan.
 - b. Interest will begin accruing when the final clean energy upgrade is received by Program Administrator, or on (insert date).
17. The Property Owner may at any time, and without prepayment and/or penalty charges, make a lumpsum payment to the City of Vaughan toward the outstanding balance of the LIC Charge, plus accrued interest.

Late Payments

18. In the event of default of payment under the LIC Property Owner Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the City of Vaughan for unpaid taxes and charges in default (XX%). Once in default status, the lien will be subject to the default rate until entirely repaid.

Sale and Release

19. The Property Owner(s) shall have the unfettered right to sell, transfer, charge, and mortgage, encumber or otherwise deal with the Property without the prior consent of the City of Vaughan.
20. The Property Owner(s) agrees to provide a copy of this Agreement to the new owners.
21. In the event the Property is transferred to a new owner the lien is transferred to the new owner along with the property. At this time, the new property owner shall continue to be liable to the City of Vaughan for all Property Owner obligations and liabilities under this Agreement unless a lump sum payment representing the outstanding balance of the LIC Charge plus accrued interest and any applicable late charges is received by the City of Vaughan at the time of the sale.

Home Owner(s) initial _____

Disclaimer

22. Neither the City of Vaughan, the Program Administrator, nor their respective affiliates, agents, successors and assigns shall be liable to the Property Owner(s) for any damages arising in, but not limited to tort, including but not limited to 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 retrofit upgrade or anything done in accordance with the Program.

-
23. The Property Owner(s) will be responsible for:
- a. arranging for a Home Energy Assessment to be completed on the Property if:
 - i. one has not been completed within the prior twelve (12) months; or
 - ii. where a Home Energy Assessment was completed within the prior twelve (12) months but the Property Owner(s) has made changes to the Property since the date of the assessment that, in the opinion of the Program Administrator, necessitate that a new Home Energy Assessment be conducted;
 - b. providing complete and accurate information to the assessor during the Home Energy Assessment;
 - c. reviewing and approving the proposed clean energy upgrades and submitting these quotes to the Program Administrator;
 - d. obtaining quotes from Contractors for the proposed upgrades and submitting these quotes to the Program Administrator;
 - e. applying to the relevant government authority for the appropriate permit(s) to complete the upgrades;
 - f. advising the Program Administrator if there are any hazardous substances at or on the Property, or other defects, deficiencies or impediments that might impact the installation of the energy upgrades;
 - g. forwarding the Contractor invoices for the completed energy upgrades immediately upon their receipt;
 - h. arranging for a post-upgrade Home Energy Assessment to be completed on the Property;
 - i. arranging and paying for all maintenance of the completed improvements after installation;
 - j. arranging and paying for any materials or labour costs required to repair or rehabilitate the energy upgrades in relation to any defects or deficiencies;
 - k. all costs incurred to move the energy upgrade for maintenance and repair of the Property;
 - l. telling his or her property insurance provider that the clean energy upgrade is being installed and purchasing appropriate insurance coverage in this regard;
 - m. telling, 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 as a result of the installation of the clean energy upgrades; and

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- n. providing anyone who purchases or otherwise acquires title to the Property a copy of this Financing Agreement.

Assignment by Municipality

24. This Agreement binds the Property Owner(s) and their successors, heirs and assigns. The Property Owner(s) will allow the City of Vaughan to assign this Agreement in whole or part, without notice, for any purpose.

Consent

25. The Property Owner(s) consents to the Program Administrator or its agents accessing the premises with reasonable notice for the purpose of quality assurance of the Program and/or the clean energy upgrades.
26. The Property Owner(s) consents to the sharing and exchange of energy and water information collected from monitoring solar photovoltaic or solar hot water system installed in the course of the Program. Such information may be collected by the City of Vaughan and the Program Administrator and their agents and consultants for the purposes of quantifying program impact and service delivery. This information will not be shared with third parties without the Property Owner's express prior permission. Such information may continue to reside on the City of Vaughan's and/or the Program Administrator's computer system.
27. The Property Owner(s) consents to the sharing of photographs taken of their clean energy upgrades for the purposes of marketing and/or education. No photographs displaying civic addresses, license plates or other information that would disclose the identity of the Property Owner(s) shall be used.
28. The property owner is consenting to the sharing and exchange of information between the Property Owner's utility providers for electricity, oil, propane, natural gas and water, the City of Vaughan and the Program Administrator. This information may be used for the purpose of research and evaluation of the LIC Program and may include name(s), addresses, phone numbers, and utility usage both historical and during the course of the financing.

No Warranty

29. There is no implied nor express representation or warranty by the City of Vaughan, the Program Administrator, or their respective affiliates, agents, successors and assigns related to the design, installation or operation of the clean energy upgrades, and the City of Vaughan, the Program Administrator and their respective affiliates, agents, successors and assigns expressly disclaim any and all warranties relating to the clean energy upgrades, associated equipment or materials as to workmanship, quality, fitness for purpose or performance.

Home Owner(s) initial _____

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No Guarantee of Savings

30. Neither the City of Vaughan nor the Program Administrator guarantee that the clean energy upgrades will save any level of energy or result in a lowering of the Property Owner's utility or other bills.

Home Owner(s) initial _____

31. The Parties hereto acknowledge and agree that the communicating of this Agreement may be transmitted by way of e-mail transmission and that the Parties hereto agree to accept such signatures and documents as legal and binding on the parties.

Authorized Signature of Property Owner(s)

1. By signing below, the Property Owner(s) agree(s) to the terms and conditions described above, and hereby confirms that he or she is a registered property owner.
2. By sending the Program Administrator an eligible upgrade invoice(s) the Property Owner(s) is confirming the upgrade is complete and the dollar amount of the invoice(s) will be added to the LIC charge amount (which may include LIC Program Service Fee, Supplemental Assessment Fee(s) if applicable), and any previously completed clean energy upgrade invoices.
3. If eligible clean energy upgrade dollar amount (plus Program Service Fee and Supplemental Assessment Fees) surpasses the maximum financing limit, the surplus dollar amount is the sole responsibility of the Property Owner(s). The Clean Energy Upgrade dollar amount will be calculated based on the order in which eligible clean energy upgrade invoices are received by the Program Administrator. The Property Owner is responsible for making contractors aware that any invoice fee that exceeds the maximum financing limit will be the responsibility of the Property Owner.

Property Owner Agreement

Property Owner 1	
Name (print):	
Signature:	
Date:	

Property Owner 2	
Name (print):	
Signature:	
Date:	

Property Owner 3	
Name (print):	
Signature:	
Date:	

6.0 Program Guide for Participants

1. Program Overview

1.a. Program Description

Using Local Improvement Charges allows owners of buildings to make improvements to their properties for energy efficiency, water conservation and renewable energy without the upfront cost. LIC financing helps overcome financial barriers that typically discourage investment in energy efficiency retrofits to existing properties by applying a charge on the property tax bill to pay for the building improvements.

Advantages of LIC financing:

- Improvements financed through LICs can generate positive cash flow upon completion with no up-front, out-of-pocket cost to property owners. The term of a LIC loan may extend up to 20 years, resulting in cost savings that exceed the amount of the assessment payment.
- Due to its status as a special charge on the tax lien, LIC assessments stay with the property when it is sold, rather than with the former owner. This helps to overcome the barrier of high upfront costs; and is also the only approach that offers long-term financing at an attractive rate that aligns with the typical payback periods for deep energy savings projects. The long amortization period addresses homeowner risk that the payback period for their efficiency investment is longer than the time they remain (or intend to remain) in the home.
- The LIC mechanism also addresses lender (public or private) repayment risk, as it becomes no worse than the municipality's average property tax default rate.

1.b. Program Management and Contacts

The LIC program in the City of Vaughan is authorized by Ontario Regulation 586/06, which permits municipalities to enter into voluntary LIC financing agreements with individual property owners. The program may be administered by a contracted third-party program administrator. The Program Administrator can answer most questions about the program.

[Program Administrator contact info]

1.c. Program Changes

This document is intended to provide a detailed and consistent reference on program design and implementation processes to participants. It does not address every possible situation or complication that may arise during program implementation. When instances requiring clarification are identified, the Program Administrator will attempt to provide guidance consistent with program intent as well as with other goals and priorities via the program website and other communication mechanisms.

The City of Vaughan and the Program Administrator may change certain program guidelines, processes, requirements, and other program details at any time without prior notice to market participants. However, the Program Administrator will strive to provide timely notice of such changes.

2. Eligibility to Participate

2.a. Properties and Property Types:

The following criteria is recommended for privately-owned property:

- Residential low-rise buildings of the following forms are eligible: detached, semi-detached, and townhouse
- The property owner must have a property tax account with the City of Vaughan and must also be a customer of either Alectra Utilities and/or Enbridge Gas

Any of these properties must also:

- Be located within the jurisdiction of the LIC Program (City of Vaughan)
- Have a title that is not in dispute

2.b. Property Owners:

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

- **Ownership:** All owners of the property must consent to the arrangement
- **Current on obligations:** Property tax, utility bills and all other payment obligations to the City for the past five years must be in good standing
- **Lender awareness/consent:** Evidence that all mortgage lenders are aware of / have consented to the imposition of a priority lien related to the LIC-based financing.

3. Water and Energy Efficiency Measures Eligible for LIC Financing

3.a. Eligible Improvements:

The following criteria is recommended for eligible improvements:

- Be permanently fixed to the real property
- Improvements are consistent with the public purpose and results in: the reduction of energy costs, enhancement of property values, enhancement of employment opportunities, reduction in greenhouse gas emissions, economic stimulation and development, and the conservation of water resources.
 - Thermal envelope upgrades: attic, wall and basement insulation, windows/doors, air-sealing.
 - Mechanical systems: Replacement of furnace, boiler, air conditioner; water heater replacement; thermostats and controllers; drain water heat recovery systems; air source heat pumps; ground source heat pumps; solar thermal systems; solar photovoltaic; battery storage systems; electric vehicle charging equipment.

- Water efficiency: low-flow toilets; hot water circulation system; shower close-loop circulation system; greywater recovery systems; rainwater harvesting system.
- Have a useful life that exceeds the term of the LIC financing agreement.

3.b. Ineligible Improvements:

Ineligible measures include equipment or products not permanently affixed to the property, previously installed in another home and are deemed general maintenance.

4. Application Process

4.a. Pre-Application: Determining Eligibility

A prospective LIC applicant should begin by affirming the eligibility of the property and property owner. This is achieved by submitting an application on the [City or Program Administrator] website. The [City or Program Administrator] may provide a checklist on the program website in order to determine in advance whether the proposed project qualifies and if so, what additional information and tasks will be required for the application process. This checklist may also assist property owners in estimating the non-project costs such as interest charges, permit fees (if required), and other related project costs to assist the homeowner in budgeting the project.

4.b. Assistance during the Pre-Application Phase

The [City or Program Administrator] offers assistance to prospective property owners, contractors who undertake energy/water efficiency services, and others during the pre-application phase. Please contact the [City or Program Administrator] prior to contacting the City of Vaughan to address questions.

4.c. Submitting a Program Application

Homeowners submit the online application form that includes, but is not limited to, the following information:

- Property address to confirm location is within eligible jurisdiction area
- Property assessment roll number to confirm no outstanding payments owed to the City in the last five years
- Property owners will provide written notice of their intention to participate in the Program to their mortgage lender(s) (A sample contract is available on the program website)

4.d. Application Review and Approval

The [City or Program Administrator] will review each application in a timely manner and, if complete and determined to qualify, recommend approval by the City.

4.e. Energy Analysis and Project Scoping

Once eligibility has been determined for LIC financing, the [City or Program Administrator] will provide a **Notice to Proceed** letter to the property owner.

The property owner and contractor/engineer will then study a proposed project's scope and potential water and/or energy savings.

- Each proposed project must be reviewed by a Certified Energy Advisor (CEA), certified by Natural Resources Canada, to review an audit that includes the property's current water and/or energy baseline conditions and the projected water and/or energy savings expected after project implementation. The CEA will analyze the audits and conduct site visits to ensure that the projected savings identified in the audit are valid and reasonable.
- If the homeowner has already completed a home energy assessment in the last 12 months and has not completed any upgrades to their home since the assessment, they may be able to participate in the program without obtaining a new home energy assessment.
- It is **strongly** recommended that homeowners select contractors who are insured and are licensed to operate in the City of Vaughan.

The property owner will then complete the pre-retrofit home energy assessment and submit to the [City or Program Administrator] the **Energy Assessment Report**.

Along with the Energy Assessment Report, the homeowner also will need to submit a **Funding Request Form** that:

- Identifies the improvements that the property owner intends to install based on the Energy Assessment Report
- Identifies the cost for each improvement (including equipment, materials, and labour costs)
- The amount of prepayment (up to a maximum of 10% of the estimated cost of the work) being requested from the City (upon signing the Property Owner Agreement)

4.f. Identification of Local, Provincial, Utility, and other Permitting Requirements

Property owners are required to obtain all necessary local building, electrical, plumbing and other permits, pass all required local inspections, and be in full compliance with applicable codes and standards.

All work must be performed in accordance with all applicable building codes and standards.

Copies of permits and other verification that plans are in compliance must be obtained and shared with the Program Administrator/ City before or at the required time during construction.

4.g. LIC Payments and Construction

After the program application, **Energy Assessment Report** and **Funding Request Form** have all been reviewed, the [City or Program Administrator] will provide the property owner with a **Property Owner Agreement** (POA) for the building owner(s) to review and sign. The POA will

identify the financing amount proposed to be made available by the City to the applicant/homeowner.

Upon signing the POA, the City may provide the homeowner with the initial disbursement agreed upon in the POA to a maximum of ten percent of the estimated cost of the work that can be used by the homeowner to pay contractors or suppliers (i.e. security deposit).

- The property owner will be contractually obligated to repay this initial disbursement to the City if the property owner does not complete the improvements.
- The property owner can then proceed with hiring the contractor(s) and proceed with construction.

4.h. Contractor Information

- The applicant will provide the contractor name, address, and Provincial or municipal license number at the time that contractor services are secured.

4.i. Installation Verification and Final Disbursement

When construction is complete and all applicable permits and inspections have been completed, the property owner shall notify the [City or Program Administrator] in writing of completion.

As will be detailed in the POA, the City will provide the final disbursement only after the homeowner provides a copy of the post-retrofit assessment report from the CEA that:

- Includes a Certificate of Completion that attests the approved retrofit measures having been installed and provides an EnerGuide rating of the home after the retrofit measures have been completed
- Indicates the actual costs and useful life for all the works

4.j. Closing: Lien and Assessment Recording

Repayment Process and Lien Recording

- 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 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 who was not a party to the POA is bound to pay that amount.
- To facilitate repayment of the annual special charge, the POA will require homeowners to sign up for the pre-authorized payment plan option for property tax payments.
- A checklist of documents will ensure that all necessary documents and certifications have been verified prior to closing.

4.k. Completion of the Assessment Period

The [City or Program Administrator] is responsible for maintaining payment records, account balances, and otherwise interfacing with the property owner. It is also responsible for the long-term monitoring and tracking of program outcomes.

At the close of the assessment period, the City will confirm the close of the assessment period.

5. Program Fees

All fees associated with participating in the LIC program are expected to be paid by the property owner or contractor at the time of application and/or closing. LIC fees may be included in the amount financed by the LIC program.

5.a. Program Administration and Application Processing Fees

[To be determined]

5.b. City of Vaughan Fees

[To be determined]

5.c. Other Fees

The program administrator or other project partners may impose other fees. These fees, if imposed by the program administrator, must be disclosed prior to the application process.

6. Program Marketing

6.a. Program Marketing

[To be determined by the Program Administrator.]

6.b. Online Materials

[To be determined by the Program Administrator.]

4.c. Scheduled Webinars

[To be determined by the Program Administrator.]

4.d. Regional Events

[To be determined by the Program Administrator.]

7. Reporting

7.a. To Local Governments

Program administrators shall provide detailed reports of all applications in process and completed to local governments in a timely manner.

7.b. Public/Consolidated Reports

Program administrators shall provide consolidated reports of program activity on the program website to enable tracking of completed projects by jurisdiction, project type, and energy/water savings in a timely manner.

Figure 4 Applicant Program Guide Flowchart

