

Home Energy Loan Program Deferral Agreement

This Agreement is effective as of the date of last signature.

Between:

City of Saskatoon, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1

(the “**City**”)

- and –

[Redacted]
[Redacted]

[Print or type name(s) of property owner(s)]

(the “**Property Owner**”)

WHEREAS:

- A. The City’s Home Energy Loan Program (the “**Program**”), established pursuant to section 281.3 of *The Cities Act*, allows eligible property owners to add some or all of the costs of environmental improvement installations to their tax rolls and to repay these costs over time;
- B. The Property Owner intends to install environmental improvements at their property and has applied to enroll in the Program;
- C. The City has reviewed the Property Owner’s application and is satisfied, based on the information provided, that the Property Owner meets the eligibility criteria set out in *The Home Energy Loan Program Bylaw, 2021* (the “**Bylaw**”); and
- D. The City is agreeable to enrolling the Property Owner in the Program;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1.0 Purpose of Agreement

- 1.1 This Agreement sets out the terms and conditions respecting the Property Owner’s participation in the Program, including the conditions upon which the City will make payments and the Property Owner’s corresponding repayment obligations.

2.0 Interpretation

- 2.1 The terms defined in the Bylaw apply to the interpretation of this Agreement.
- 2.2 This Agreement constitutes a “deferral agreement” within the meaning of the Bylaw.
- 2.3 Schedules attached to this Agreement form a part of this Agreement.

3.0 Bylaw

- 3.1. The Property Owner understands they are subject to the Bylaw and agrees to comply with the requirements of the Bylaw.
- 3.2. In the event of an inconsistency between this Agreement and the Bylaw, the Bylaw prevails.

4.0 Application to Program

- 4.1 The Property Owner submitted an application to enroll in the Program (the “**Application**”).
- 4.2 The Property Owner affirms that the Application was completed accurately, completely and truthfully, and agrees to advise the City in the event any of the information provided in the Application changes, requires updating or is discovered by the Property Owner to be incorrect.

5.0 Property

- 5.1. The address of the property at which the environmental improvements will be installed (the “**Property**”) is:

- 5.2 The Property Owner affirms that they are the owner of the Property.

6.0 Funding Request Form

6.1 As part of the application process, the Property Owner submitted a Funding Request Form which identifies the environmental improvements the Property Owner intends to install at the Property along with estimated costs.

6.2 The Funding Request Form mentioned in section 6.1 is attached to this Agreement as **Schedule "A", Funding Request Form – Planned Project Details PDF.**

7.0 Project Completion Form

7.1 Once the Property Owner has completed their work within the meaning of Part 11, the Property Owner shall complete and submit a Project Completion Form to the City which must set out the eligible projects installed at their Property and the costs of the work.

7.2 Once approved by the City, the Project Completion Form mentioned in section 7.1 shall be attached to this Agreement as **Schedule "B", Project Completion Form – Final Project Details PDF.**

8.0 Mailing Address and Contact Information

8.1. The Property Owner's mailing address, if different from the address of the Property, is:

8.2 The name(s) and contact information of the Property Owner is as follows:

Property Owner name: _____
Phone number: _____
Email: _____

Property Owner name: _____
Phone number: _____
Email: _____

8.3 The Property Owner agrees that the City may contact the Property Owner by mail, telephone or email for purposes related to this Agreement.

9.0 Notification of Change in Information

- 9.1 The Property Owner agrees to notify the City within 14 days of any change to the Property Owner's address, mailing address or contact information.
- 9.2 The Property Owner understands they are further required by the Bylaw to notify the City of any sale of the Property, or to ensure their estate notifies the City in the event of the Property Owner's death.

10.0 Energy Efficiency Home Evaluations

- 10.1 The results of the preliminary EnerGuide energy efficiency home evaluation are attached to this Agreement as **Schedule "C", Preliminary Energy Efficiency Home Evaluation**.
- 10.2 After the eligible projects have been installed, the Property Owner shall ensure a final EnerGuide energy efficiency home evaluation that meets the requirements of the Bylaw is performed at the Property.
- 10.3 The final energy efficiency home evaluation must be completed at the end of a HELP project, prior to filling out the Project Completion Form.
- 10.4 Results of the final energy efficiency home evaluation must be provided by the Property Owner to the City within 30 days of the date of the evaluation and shall be attached to this Agreement as **Schedule "D", Final Energy Efficiency Home Evaluation**.
- 10.5 If a Property Owner indicated in their Application that they would like to add the costs of evaluations to the tax roll of the Property, proof of costs of both evaluations must be submitted to the City and shall be attached to this Agreement as **Schedule "E", Proof of Costs of Energy Efficiency Home Evaluations**.

11.0 Deadline to Complete Eligible Projects

- 11.1 Subject to an extension being granted by the City in writing, the Property Owner must complete the work and submit all required documentation to the City within 2 years of the effective date of this Agreement (the "**deadline**").
- 11.2 Without restricting the generality of section 11.1, the Property Owner must, on or before the deadline:
 - (a) complete the installation of all eligible projects;
 - (b) complete and submit the results of a final energy efficiency home evaluation to the City; and

(c) complete and submit a Project Completion Form, including attaching all final invoices and receipts, to the City.

11.3 To satisfy the requirements of sections 11.1 and 11.2, the Property Owner must ensure the City has received all necessary documentation on or before the deadline.

11.4 In the event the Property Owner fails to complete the work prior to the deadline, the Property Owner may be removed from the Program and any amounts owing become immediately due and payable.

12.0 Work to be Performed by Owner or Contractor

12.1 In accordance with section 14 of the Bylaw, where the work is completed by the Property Owner, the Property Owner is only eligible to add the costs of parts to the tax roll and is ineligible to add the costs of labour.

12.2 In accordance with section 13 of the Bylaw, where the work is completed by a contractor, the Property Owner is eligible to add both the costs of parts and the costs of labour to the tax roll.

13.0 Deferral Term

13.1 The Property Owner selects a deferral term of ___ [insert 5, 10 or 20] years, meaning the Property Owner shall repay the amount due over the course of [] years.

14.0 Administrative Fee

14.1 The Property Owner agrees to pay an administrative fee of \$500.00 to participate in the Program, and understands and agrees that this amount shall be added to the tax roll, is due even if the Property Owner does not complete the enrolment in the Program and shall be repaid in the same manner as the rest of the amount due.

[OR]

14.1 The Property Owner agrees and has provided proof of the same to the City that the Property Owner is a low income property owner. The Property Owner is therefore not required to pay an administrative fee.

14.2 Documentation respecting the Property Owner's status as a low-income property owner is attached to this Agreement as **Schedule "F", Low Income Property Owner Documentation**.

15.0 Interest

15.1. The Property Owner shall pay interest on the amounts paid by the City, including the costs of energy efficiency home evaluations, at an annual rate of .

15.2 The Property Owner understands and agrees that interest begins to accrue from the date payments are made by the City, including from the date any installment payments are made to contractors, rather than from the date that amounts are added to the tax roll.

15.3 In no event shall the City be responsible for paying interest, deposits or late fees that may be charged by contractors to the Property Owner.

16.0 Minimum Costs

16.1 To be eligible for payment from the City, the costs to complete the eligible projects must be at least \$1,000.00, exclusive of interest, the administrative fee, if applicable, and the costs of energy efficiency home evaluations.

16.2 In the event the costs to complete the eligible projects are less than \$1,000.00, the Property Owner shall be removed from the Program and no payments shall be made by the City to either the Property Owner or their contractor.

17.0 Requests for Payment and Proof of Costs

17.1 To obtain payment from the City, the Property Owner shall submit a request for payment, through an Installment Payment Request Form (which shall be attached to this Agreement as **Schedule "G", Installment Payment Request Form**) or the Project Completion Form, to the City that identifies and explains the amounts being requested.

17.2 The Installment Payment Request or Project Completion Form must identify the eligible projects that were completed and identify which work was completed by the Property Owner and which work was completed by the contractor, if applicable.

17.3 In a request for installment payment, the Property Owner must provide the City with proof of costs, such as invoices or receipts that is satisfactory to the City.

17.4 The City reserves the right to require additional explanation, detail or documentation respecting the amounts being requested.

18.0 Payments by City

18.1 Payments by the City are subject to the Property Owner satisfying all requirements of this Agreement, including providing to the City the results of final energy efficiency home evaluations.

18.2 Upon the City verifying costs and verifying that the costs relate to the installation of eligible projects, the City shall pay the Property Owner, or the contractor, if applicable, the amounts eligible for payment by the City, up to a maximum of \$40,000.00.

18.3 Notwithstanding section 18.2, the Property Owner or the contractor, if applicable, may be eligible to be paid up to \$60,000.00 if the Property Owner demonstrates, to the satisfaction of the City, that installation of the eligible projects will result in at least a 50% decrease in energy consumption.

18.4 The Property Owner understands and agrees that they are solely responsible for paying for any costs in excess of the applicable maximum amount.

18.5 Notwithstanding section 18.1, in the event the estimated total cost of the work being completed by a contractor exceeds \$20,000.00, the work involves multiple eligible projects, and the contractor satisfies any other requirements of the City, a Property Owner may be eligible to apply for installment payment(s) based on work that has been completed, in advance of full completion of the work, on behalf of their contractor. This request is to be made through the Installment Payment Request Form.

18.6 The Property Owner agrees to cooperate as necessary with the contractor and the City to facilitate the payment of installment payments to contractors.

18.7 The Property Owner understands and agrees that if the City makes an installment payment to a contractor pursuant to section 18.5, interest shall begin to accrue as of the date that payment was rendered and the Property Owner shall be responsible for full payment of these interest charges.

19.0 Amounts Added to Tax Roll and Lien

19.1 After the City has made payments to either the Property Owner or the contractor, the City shall add the amounts paid by the City, along with interest and the administrative fee and costs of energy efficiency home evaluations, if applicable, to the tax roll of the Property in accordance with the Bylaw.

19.2 The Property Owner consents to the City adding to the tax roll of the Property any amounts paid by the City to the Property Owner or the contractor pursuant to this Agreement, the administrative fee, if applicable, costs of home energy efficiency evaluations, if requested by the Property Owner, and interest calculated in accordance with this Agreement.

19.3 A description of the amounts paid by the City in respect to the eligible projects as well as the amounts to be added to the tax roll of the Property shall be set out in the Project Completion Form – Final Project Details PDF, and the Property Owner acknowledges and agrees that the same constitute a lien against the property and may, in the event of default, be recovered in the same manner as taxes.

20.0 Lien

20.1 The Property Owner agrees that upon signing this Agreement, a lien will be registered on the Property for the duration of their project and shall not be removed until the balance of the deferred tax amount is repaid in full.

21.0 Repayment Obligations

21.1 Subject to section 21.2, the Property Owner shall repay the amounts added to the tax roll in accordance with section 21 of the Bylaw, which requires the Property Owner to pay:

one fifth of the deferred taxes on June 30 of the calendar year in which the amount due is added to the tax roll of the property, with one of the remaining fifths becoming due and payable on June 30 of each of the subsequent four calendar years;

[or]

one tenth of the deferred taxes on June 30 of the calendar year in which the amount due is added to the tax roll of the property, with one of the remaining tenths becoming due and payable on June 30 of each of the subsequent nine calendar years;

[or]

one twentieth of the deferred taxes on June 30 of the calendar year in which the amount due is added to the tax roll of the property, with one of the remaining twentieths becoming due and payable on June 30 of each of the subsequent nineteen calendar years.

- 21.2 Interest shall be added to the tax roll annually and becomes due and payable on June 30 of the year the amount is added to the tax roll.
- 21.3 The Property Owner may at any time and without penalty make payments in addition to the payments required by section 21.1 and section 21.2, in which case the amount owing will be recalculated and future payment obligations will be adjusted accordingly.
- 21.4 An outline of the Property Owner's repayment obligations shall be attached to this Agreement as **Schedule "H", Property Owner's Repayment Obligations.**
- 21.5 In the event the Property Owner receives any government funding, rebate, grant or other money to offset the costs of the eligible projects, the Property Owner shall make a payment equal to the amount received to their property taxes to reduce the amount owing to the City.

22.0 Repayments by City

- 22.1 In the event the City receives any rebates, grants or other money to which the Property Owner is entitled, the Property Owner agrees that the City may apply the amounts to which the Property Owner is entitled to the tax roll of the Property to reduce the amount owing to the City.
- 22.2 In the event the City makes a payment pursuant to section 22.1, the amount owing will be recalculated and future payment obligations will be adjusted accordingly.

23.0 Mandatory Early Repayment

- 23.1 Notwithstanding Part 21, the total outstanding amount owing to the City becomes immediately due and must be fully repaid by the Property Owner upon:
- (a) the Property Owner failing to make a payment as required by Part 21;
 - (b) the Property falling into tax arrears;
 - (c) the death of all Property Owners;
 - (d) sale of the Property, unless the purchaser enters into a deferral agreement with the City in accordance with section 26 of the Bylaw; or
 - (e) conviction of the Property Owner of an offence under the Bylaw.

24.0 Consent to City's Use of Information

- 24.1 The City may use and disclose the information provided in home energy loan evaluations for research and statistical purposes but will ensure the information is depersonalized before further disclosing.
- 24.2 The Property Owner consents to the City disclosing to third parties that the Property is enrolled in the Program, including disclosing this information through the City's Property Information Disclosure Program.
- 24.3 The Property Owner consents to the City disclosing this Agreement to any purchaser of the Property who is interested in entering into a deferral agreement with the City that relates to the work completed by the Property Owner.

25.0 Notices

- 25.1. The Property Owner may send communications respecting this Agreement to: homeenergyloanprogram@saskatoon.ca

26.0 Whole Agreement

- 26.1. This Agreement constitutes the whole agreement between the parties and supersedes all prior written and oral statements of any kind whatsoever made by the parties or their representatives.

27.0 Amendments

- 27.1 No amendment or modification of this Agreement is binding unless consented to in writing by duly authorized representatives of the Property Owner and the City in a document making specific reference to this Agreement.

28.0 Waiver

- 28.1 The waiver by either party of any breach or violation of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

29.0 Indemnification, Liability and Warranties

- 29.1 The Property Owner agrees to indemnify and hold the City, including its officers, agents and employees, harmless from and against any and all claims, demands, actions, rights of action, damages, costs and expenses that arise or may arise by

virtue of anything done or omitted to be done by the Property Owner (or through or by its agents) in breach of the terms of this Agreement.

29.2 The Property Owner understands and agrees that the City is in no way liable to or owes any responsibility to the contractor.

29.3 The Property Owner understands that the City is not involved in the installation of the eligible projects and offers no warranty whatsoever regarding any of the work completed by the Property Owner in relation to this Agreement.

29.4 The City may publish a Qualified Contractor List to identify contractors the City believes are suitable to perform the work, however the Property Owner understands that this list is simply provided to assist Property Owners with selecting contractors. The City offers no warranties or guarantees respecting any contractor or any of the work performed by any contractor that may be identified on the City's Qualified Contractor List.

29.5 This Part 29 survives the expiration of this Agreement.

30.0 Term

30.1 This Agreement remains in effect until the amount owing has been repaid to the City in full or until the City has entered into a substantially similar agreement with a purchaser of the Property.

31.0 Governing Law

31.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the applicable laws of Canada. The parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.

32.0 Severability

32.1 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provisions and the remaining terms and provisions of this Agreement remain in full force and effect.

33.0 Time of the Essence

33.1 Time shall be of the essence of this Agreement.

34.0 Signatures

34.1 If more than 1 person owns the Property, the Property Owner covenants that all persons who own the Property are parties to and have signed this Agreement.

The parties have executed this Agreement effective as of the date of last signature.

Property Owner Name

Property Owner Signature

Date

Property Owner Name

Property Owner Signature

Date

City Representative Name

City Representative Signature

Date

Schedule "A"
Funding Request Form – Planned Project Details PDF

Schedule "B"
Project Completion Form – Final Project Details PDF

**Schedule “C”
Preliminary Energy Efficiency Home Evaluation**

**Schedule “D”
Final Energy Efficiency Home Evaluation**

**Schedule “E”
Proof of Costs of Energy Efficiency Home Evaluations**

**Schedule “F”
Low Income Property Owner Documentation**

**Schedule “G”
Installment Payment Request Form**

**Schedule “H”
Property Owner’s Repayment Obligations**

