

## SCHEDULE 1: ECO-ROOF INCENTIVE PROGRAM TERMS AND CONDITIONS

### 1. Definitions

"Agreement" means the completed and approved application, including without limitation the Work and the terms and conditions in Schedule 1 to the application.

"Applicant" means the registered owner of the property indicated in the application together with those persons that the property owner(s) authorizes to submit the application on behalf of the property owner(s).

"City" means City of Toronto.

"Work" means the tasks that comprise the scope or work in the application that the City has approved and that the Applicant must complete.

### 2. Indemnities

The Applicant shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any property damage, contamination or adverse effects on the environment, losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Applicant's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others.

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

### 3. Administration

The Eco-Roof Incentive Program ("the Program") will be administered by the Environment and Energy Division of the City with the support of the following City Divisions during the review of applications: City Planning, Toronto Building and Toronto Water.

#### 4. Application Criteria

An Eco-Roof is defined as a Cool Roof or a Green Roof as per the eligibility criteria described in section 6. Projects must be above grade (parking garages and at-grade roofs are ineligible), scheduled for completion within twelve (12) months of notification of funding approval and must be one of the following to apply for the Eco-Roof Incentive Program:

- i. a Green Roof or Cool Roof retrofit project on an existing residential, industrial, commercial or institutional building.
- ii. a Green Roof or Cool Roof project on a new residential, industrial, institutional or commercial building with a gross floor area (GFA) of less than 2,000 m<sup>2</sup> (21,528 square feet).
- iii. a Green Roof on a new construction project (of any size) by Public, French or Catholic School Boards.
- iv. a Green Roof on a new construction project (of any size) by an organization incorporated as a not-for-profit corporation.

Cool or Green Roof projects that are already complete may not be eligible for funding at the absolute discretion of the City.

#### 5. Selection of Participants

The City aims to make financial incentives available under this Program on a fair basis to a broad range of eligible Applicants and, for this purpose, the City reserves the absolute right to limit the approval of applications and/or funds granted in such a manner as to ensure no single Applicant receives a disproportionate share of Program funds, notwithstanding there may be available Program funds or that all funding eligibility requirements have been met by the Applicant. By accepting these terms of reference, the Applicant acknowledges and agrees that the selection and approval of an application for a Program grant is in the absolute discretion of the City, and that the City has reserved rights to limit the number of grants approved and the manner of grant approval on such grounds and conditions as it deems in the best interests of the public. Without limiting the foregoing, where the number of eligible grant applications received exceeds available program funding, the Director of the Environment and Energy Division shall have the absolute discretion in the selection and approval of applications subject to such selection criteria as may be established by City Council.

#### 6. Eligibility Criteria

To be eligible for consideration for participation in the Eco-Roof Incentive Program, a building must be located in the city of Toronto and meet the

Green Roof or Cool Roof specifications of subsections 6.1 and 6.2, the Application Criteria in section 4, the Requirements of Participation in section 7, including the obligation to maintain Green Roofs for their entire service lives, and other terms and conditions of this Program:

## 6.1 Green Roof Specifications

1. “Green Roof” means an extension of an above grade roof, built on top of a human-made structure, that allows vegetation to grow in a growing medium and which is designed and maintained in accordance with the Toronto Green Roof Construction Standard (Toronto Bylaw 583-2009).
2. To be eligible for consideration for participation in this Program and the Green Roof incentive, each Applicant must demonstrate that the proposed Green Roof:
  - a. will be designed and constructed in conformance with the requirements of the Toronto Green Roof Construction Standard.
  - b. will be installed upon issuance of a permit from the Chief Building Official in accordance with the requirements of the Toronto Green Roof Construction Standard.
  - c. will have coverage of available roof space\* in accordance with the following chart:

### Minimum Coverage of Available Roof Space

Gross Floor Area (Size of Building)	Minimum Coverage of Available Roof Space (Size of Green Roof)
Less than 4,999 m <sup>2</sup>	20%
5,000-9,999 m <sup>2</sup>	30%
10,000-14,999 m <sup>2</sup>	40%
15,000-19,999 m <sup>2</sup>	50%
20,000 m <sup>2</sup> or greater	60%

\*Available Roof Space – The total roof area minus areas designated for renewable energy, private terraces, and residential outdoor amenities (to a maximum of 2 square metres per unit).

3. The City reserves the right to request additional supporting documentation demonstrating that the materials meet the above specifications.

4. The City reserves the right to inspect Green Roofs at any time during their entire service lives to ensure that they are being maintained in accordance with the design requirements.

#### 6.1.1 Green Roof – Structural Assessment Grant (SAG) Guidelines

1. Purpose: To help offset the cost of a structural assessment to determine whether or not an existing building can carry the additional load of a Green Roof.
2. Amount: The SAG amount is either the actual cost of the structural assessment or \$1,000, whichever is less.
3. Required documentation: To be considered for SAG funding, applicants planning to install a Green Roof must submit the following:
  - a. A copy of the structural assessment report that evaluates the ability of the building to hold the weight of a Green Roof that meets the requirements of the Toronto Green Roof Construction Standard.
  - b. A copy of the paid invoice for the structural assessment.

These two supporting documents must be submitted with Eco-Roof Incentive Program application before the Green Roof is installed.

4. Process if proceeding with Green Roof: After the Green Roof has been approved, completed and verified by City of Toronto program staff, the SAG amount will be added to the final green roof grant payment and dispersed as one total amount:

SAG amount + green roof incentive amount = total grant amount

5. Process if not proceeding with Green Roof: If the structural engineer determines that the building cannot support the additional load of a Green Roof, the Applicant is not required to install a Green Roof, but is still eligible for SAG funding. The Applicant will qualify for the SAG as long as the following documents are received:
  - a. A copy of the structural assessment report that states that the building cannot support the weight of a Green Roof that meets the requirements of the Toronto Green Roof Construction Standard.
  - b. A copy of the paid invoice for the structural assessment.
6. Qualified professionals: Property owners may choose any structural engineer licensed to work in the Province of Ontario.

## 6.2 Cool Roof Specifications

1. “Cool Roof” means a roofing system with high solar reflectivity and thermal emissivity to reduce the urban heat island effect and can be either a coating applied over an existing roof system or a new single-ply waterproofing membrane that meets the performance specifications outlined below.
2. To be eligible for participation in this Program and the Cool Roof incentive, each Applicant must demonstrate that the proposed Cool Roof:
  - a. will have an area that covers 100% of the roof area of the building, excluding mechanical equipment or other environmental technologies (which can be achieved through multiple partial roof retrofits to eventually equal 100% coverage).
  - b. will be comprised of a roof material or coating system that:
    - i. has a minimum Solar Reflectance Index (SRI) rating of 78 for low sloped roofs. Low sloped roofs have a surface slope less than 16.7% (9.5 degrees).
    - ii. has a minimum SRI of 25 for steep sloped roofs. Steep sloped roofs have a surface slope greater than 16.7% (9.5 degrees) and less than 41.7% (22.6 degrees).
    - iii. has an emissivity greater than or equal to 0.9
    - iv. is asbestos and mercury-free and emits zero volatile organic compounds (VOCs) and ozone depleting substances (ODSs).
3. The City reserves the right to request additional supporting documentation demonstrating that the materials meet the above specifications.

## 7. Requirements of Participation

1. Application and Supporting Documentation – No application will be accepted or approved unless the Applicant has submitted the following:

### 7.1 Green Roof Applications:

- a. Detailed plans of the proposed project which, at a minimum, includes:
  - i. the completed and compliant Eco-Roof application form.

- ii. proof that a permit which includes plans for the proposed Green Roof has been obtained from the Chief Building Official in accordance with the requirements of the Toronto Green Roof Construction Standard.
- iii. photograph(s) of the roof prior to construction (not applicable for new construction).
- iv. a copy of the maintenance plan as required in the Toronto Green Roof Construction Standard.
- v. a roof plan: a detailed drawing of the roof showing:
  - 1. total roof area in m<sup>2</sup>
  - 2. proposed green roof area in m<sup>2</sup>
  - 3. percentage green roof coverage
  - 4. total gross floor area of the building in m<sup>2</sup>
- vi. green roof design plans that include information about:
  - 1. plant material
  - 2. type of growing medium
  - 3. construction details

## 7.2 Cool Roof Applications:

- a. Detailed plans of the proposed project which, at a minimum, includes:
  - i. the completed and compliant Eco-Roof application form.
  - ii. photograph(s) of the roof prior to construction (not applicable for new construction).
  - iii. a roof plan: a detailed drawing of the roof showing:
    - 1. total roof area in m<sup>2</sup>
    - 2. proposed cool roof area in m<sup>2</sup>
    - 3. percentage of cool roof coverage
    - 4. total gross floor area of the building in m<sup>2</sup>
  - iv. a five (5) year maintenance plan and contract or equivalent assurance including:
    - 1. an annual roof condition assessment and resulting maintenance; all subsequent roof maintenance must meet the cool roof specifications as outlined in the terms and conditions.
    - 2. at minimum, an annual roof cleaning.
    - 3. if applicable, re-coating of cool roof spray as per the life expectancy of the material or site conditions.
    - 4. the inclusion of all maintenance recommendations provided by the manufacturer or materials supplier.
  - vii. manufacturer documentation providing evidence that the materials used meet the minimum Cool Roof requirements (SRI, emissivity, etc.).

2. Compliance with Specifications and other Program Requirements – All Applicants participating in this Program shall comply with all specifications and other requirements set out in this application to be eligible for payment of any funds by the City.
3. Compliance with Laws - The Applicant will be required to comply, at its sole expense, with all applicable federal, provincial and municipal laws, rules and regulations (including, without limitation, the Ontario Construction Act, Ontario Occupational Health and Safety Act, Ontario Bees Act, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act, the Building Code Act, and Toronto Municipal Code Chapter 492 (Green Roofs) in relation to the construction, installation, performance, maintenance and repair of the Eco-Roof, and the Applicant shall indemnify and save the City harmless from any liability or cost suffered by it as a result of the Applicant's failure to comply with this provision. With respect to the Ontario Bees Act, the Applicant will need to demonstrate compliance at the time of the City payment, per section 15 below.
4. Applicants are solely responsible for obtaining all required permits and licences for the Work, and shall submit proof of such compliance to the City, upon request.

## 8. Application Process and Review

The Program is undertaken annually and applications will be reviewed on a monthly basis, subject to funding availability. Applicants will be informed of whether or not they have been approved for funding within six (6) weeks of submitting an application. After commencement of the Program, if the City determines, at any time and in its sole discretion, that:

1. it has received a sufficient number of acceptable applications to achieve the purposes and objectives of the Program, it may cease accepting any further applications; or
2. it has received an insufficient number of acceptable applications to achieve its purposes and objectives of the Program, or an initial determination of sufficiency subsequently becomes insufficient for whatever reason it may suspend or further extend the deadline date of the Program as it in its unfettered discretion deems appropriate.

## 9. Applicant's Responsibility with Respect to Work

By submitting this application to the City, each approved Applicant agrees to assume responsibility for all Work subject to any subsequent minor modifications required by the City for which adequate notice will be provided, in respect of and related to construction, installation, performance, maintenance, repair and use of the Eco-Roof including, without limitation, the selection of the installers (where applicable), the proper installation of the Eco-Roof and any consequence arising from the installation of the Eco-Roof and continuing maintenance for the service life of a Green Roof.

## 10. Breach; Remedies

Where the City determines that the Applicant has failed to perform any aspect of the Work or other obligations under this Agreement, then the City can provide the Applicant with a notice to cure the breach(es) within sixty (60) days of the date of such notice.

If the Applicant does not cure the breach(es) to the City's satisfaction within the sixty (60) days, then the City in its sole discretion can pursue one or more of the following remedies:

- i. not provide any remaining grant money to the Applicant;
- ii. require the Applicant to return the grant money to the City; or
- iii. terminate this Agreement.

## 11. Removal of the Eco-Roof

The Applicant shall not destroy or remove or allow to be destroyed or removed the Eco-Roof from the property in a manner that materially lessens its effectiveness unless the Applicant first notifies the City sixty (60) days prior to removal of the Eco-Roof and repays the grant to the City at the current rate following such removal or destruction.

## 12. Changes to the Work

If the Applicant needs or wants to make changes to the Work that would not constitute Removal under section 11, then the Applicant must first provide sixty (60) days written notice to the City describing such changes and receive the City's consent to such changes before undertaking them.



### 13. Assignment of the Eco-Roof

Whenever the property owner sells, conveys, or otherwise transfers the property containing the Eco-Roof, the existing property owner will use best efforts to require the new property owner to indicate to the City in writing that that new property owner will request from the City and sign a copy of the terms and conditions in Schedule 1 to the Application to take effect as of the date of possession.

### 14. Waiver and Release

The City makes no representation or warranty, express or implied, relating to any Eco-Roof or the availability, competence, quality or financial status of any installer or their work, and by submitting an application, including acceptance of same by the City and any agreement arising there under or in consequence thereof, each Applicant fully and completely, without qualification, agrees hereby to waive and release and shall be deemed to have waived and released the City, its Councillors, officials, officers, employees, agents and representatives from and against any claims or liabilities whatsoever including, without limitation, any damages, costs and liability for any and all loss, injury or damage to any property or person, whether direct, special, consequential, indirect or of any other nature, in connection with or related to the installation of an Eco-Roof or related to the participation in this Program.

### 15. Conditions of Payment

No payment of a grant or financial incentive under this Program shall be made unless and until the following conditions are met:

- i. A complete and compliant Program application has been approved and the installation is fully completed in accordance with all terms and conditions of this Program set out herein; and
- ii. Documentation provided by the installer or property owner showing the full cost of installation and maintenance costs (if applicable);
- iii. Documentation provided by the installer or materials supplier has been received by the City verifying the final roof size in square metres, as well as verification that the installed Eco-Roof has been completed in accordance with the terms and conditions of this Program along with accompanying photographs of said Eco-Roof; or
- iv. An inspection by the City or its agent verifying the installed Eco-Roof has been completed in accordance with the terms and conditions of this Program;

- v. For Green Roofs only, the Applicant has obtained the required permits from the Chief Building Official in accordance with the Toronto Municipal Code Chapter 492 (Green Roofs);
- vi. For Green Roofs only, the Applicant has obtained closure of the required permits from the Chief Building Official in accordance with the Toronto Municipal Code Chapter 492 (Green Roofs); and
- vii. For Green Roofs and Cool Roofs, the Applicant, if applicable, has demonstrated compliance with the Ontario Bees Act which includes holding a certificate of registration issued by the Provincial Apiarist.

## 16. Conditions after Payment

The City may inspect a Green Roof during its lifetime to ensure that it is being maintained properly and continues to function for its designed service life, and if the Green Roof has not been maintained, may recover payment in accordance with section 17.

## 17. Terms of Payment

17.1 Upon successful completion of the installation of the Eco-Roof in accordance with the terms and conditions of this Program set out herein, those grant monies to which an approved Applicant may be entitled under this Program will be paid over to such Applicant.

17.2 If, upon inspection during the service life of a Green Roof, the City finds that the Green Roof is not being maintained to a standard that allows it to function for the designed service life, the City may require and the Applicant agrees to repay the portion of the grant that reflects the lifespan that should be remaining. (For example, if funding of \$20,000 was provided for a Green Roof that was supposed to function for 20 years and in the 15th year it does not function at all, the Applicant will be required and agrees to repay \$5,000, representing the 25% shorter lifespan).

## 18. Information and Access Rights of City

Each Applicant selected and approved by the City for this Program hereby consents to and authorizes the City and its personnel:

18.1 To have access during installation and/or after the installation for a period up to one (1) year from completion to verify compliance of the Work with this Program and to photograph the installation.

18.2 To use or take, including the right to make reproductions of, any information, photographs and digital images and other data concerning any building selected and approved under this Program in any report and/or promotional and educational materials produced by and/or for the City.

18.3 To have access to, and the right to make reproductions of, utility records of any building selected and approved under this Program, for the two (2) year period preceding and following the Eco-Roof installation (four years in total), for Program evaluation purposes.

18.4 To have access to invoices or quotes showing the full cost of the roof installation and maintenance costs (if applicable).

18.5 To have access to the Green Roof for its intended service life for the purpose of inspecting the roof to ensure that it is continuing to function for the purpose and to the extent intended.

## 19. Privacy Notification

Personal information, on this form, and in relation to the Eco-Roof Incentive Program is collected under the authority of City of Toronto Act, 2006. The information will be collected and used for the proper administration of the Eco-Roof Incentive Program, which will include, but is not limited to: processing of applications for the program; evaluation and verification of compliance with the Eco-Roof Incentive Program; evaluation of the Eco-Roof Incentive Program; use in governance, educational, promotional materials concerning the Eco-Roof Incentive Program; the issuing of payments in relation to the affected properties; updating the information concerning the affected properties, and collection of any unpaid amounts resulting under the Eco-Roof Incentive Program. Questions about this collection can be directed to the Eco-Roof Program Manager, Environment and Energy Division, 55 John Street, 2nd Floor, Toronto, ON M5V 3C6, Telephone 416-392-1848.