

**THE CORPORATION OF THE CITY OF RICHMOND HILL  
PRODUCT USE SHEET**

This Product Use Sheet when executed by both MPAC and the Corporation of the City of Richmond Hill (the “Customer”) forms part of the Agreement dated the 1st day of January, 2007 between MPAC and Customer (“The Agreement”).

**1.0 PRODUCT DESCRIPTION**

Product contains those MPAC data elements set out in Schedule A hereto.

**2.0 PRODUCT USE**

- i) For use by Customer for the following internal business purposes which are planning purposes pursuant to the provisions of S.53 of the *Assessment Act*:
  - a. Internal planning purposes relating to the creation of an Energy Model and/or Community Energy Plan (the “Energy Plan/Model”);
  - b. Customer may share Product with Sustainability Solutions Group Workers Cooperative and whatIf? Technologies Inc. solely for their respective internal uses to assist Customer in developing the Energy Plan/Model, provided that Customer has entered into a written agreement with Sustainability Solutions Group Workers Cooperative and whatIf? Technologies Inc. which contains restrictions on confidentiality, Product permitted uses, Product disclosure and destruction of Product after contract termination which are substantially similar to this Agreement.
    - i. Product may be shared between Customer, Sustainability Solutions Group Workers Cooperative and whatIf? Technologies Inc. for these respective uses.
  - c. Internal planning purposes does not include release of the MPAC data to the local utility company or any other 3rd party, and that the raw MPAC data will not be used for energy conservation and demand management initiatives directed at engaging or targeting individual clients on matters of electricity consumption.
  - d. The Energy Plan/Model, and not the raw MPAC data, will be used as a mechanism to engage the community in energy conservation initiatives once created. The Customer confirms that this Energy Plan/Model will not contain any raw MPAC data or the ability to reverse engineer any raw MPAC data but will be derived from, and may contain an aggregation of, the raw data supplied by MPAC.

**3.0 PRODUCT FORMAT**

Product is distributed in electronic format to Customer.

**4.0 PRODUCT DELIVERY FREQUENCY**

Single delivery.

**5.0 PRODUCT FEE**

\$3,500 + HST.

**6.0 SUPPLEMENTARY TERMS AND CONDITIONS**

- i) Customer will not in any way, modify or adapt Product, in whole or in part, or incorporate Product, in whole or in part, into anything to be used by another person or entity, unless such modification, adaptation or incorporation, as applicable, is a permitted product use pursuant to Section 2.0 of this Product Use Sheet; and
- ii) Customer will not store, attempt to store or knowingly permit any person or entity to store Product, in whole or in part, so as to create a separate depository of Products or any part thereof, or a database.
- iii) At the earlier of June 24, 2021 or when Product is no longer required for the Uses in Section 2.0 of this Product Use Sheet, Customer will destroy (including, if applicable, purge Customer’s computer systems) all Product in Customer’s possession or control and, upon MPAC’s request, certify such destruction in writing.
- iv) Notwithstanding the foregoing, if applicable, Customer may retain one copy of applicable Product to permit Customer to satisfy its regulatory record retention obligations, which copy of Product shall not be accessible by Customer or its officers, directors, employees, representatives or agents in the ordinary course.

All other Terms and Conditions are covered in The Agreement.

*[Remainder of Page Intentionally Left Blank]*

The parties agree to the foregoing provisions contained in this Product Use Sheet.

**MUNICIPAL PROPERTY ASSESSMENT CORPORATION**


\_\_\_\_\_  
Lee Taylor Vice President Business Development  
I have the authority to bind.

\_\_\_\_\_  
Date

**THE CORPORATION OF THE CITY OF RICHMOND HILL**



\_\_\_\_\_  
Neil Garbe, City Manager  
I have the authority to bind.

 August 6, 2019  
\_\_\_\_\_  
Date

## **Schedule A**

MPAC will provide the following data elements, where available, relating to all identified properties located within the municipal boundary of the Customer:

### **Commercial/Industrial/Institutional Properties**

Assessment Roll Number  
Property Code and Description  
Locational Address  
Total Square Footage/Gross Leasable Area of structure on the property (all structure combined)  
Year Built of the Largest Structure  
Building Permit Details on File Since 2016; including date and description of permit work being completed

### **ICI Condominium properties:**

Ground Parcel Roll Number (used to identify units in the same development)  
# of units on Ground Parcel  
Total GLA on Ground Parcel

### **For Multi-Residential Properties**

Assessment Roll Number  
Property Code and Description  
Locational Address  
Suite Mix Breakdown (# bachelor, 1 bedroom, 2 bedroom....)  
Year Built (where available)  
Number of Units  
Estimated Floor Area of all units combined (based on an algorithm of estimated standard size units)  
Building Permit Details on File Since 2016; including date and description of permit work being completed

### **Residential Condominium properties**

Assessment Roll Number  
Locational Address  
Property Code & Description  
Year Built  
Total Area of the Unit  
Ground Parcel Roll Number (used to identify units in the same development and locate on the Ontario Parcel)  
# of Units in the Condominium Development  
Total Floor Area of all units in the Condominium Development combined