



**Municipality of Mississippi Mills**

**COUNCIL AGENDA**

**Tuesday, February 25, 2025**

**5:45 p.m.**

**Hybrid**

**3131 Old Perth Road.**

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**Pages**

- A. CALL TO ORDER**
- B. CONSIDERATION OF A CLOSED SESSION**
  - Recommended Motion:**  
**THAT** Council enter into an in-camera session at X:XX pm as per a proposed or pending acquisition or disposition of land by the municipality or local board;  
(Municipal Act s.239 2(c))
  - B.1 Offer to Purchase - Business Park**
- C. RISE AND REPORT**
  - C.1 Offer to Purchase - Business Park**
- D. O CANADA**
- E. MOMENT OF SILENT MEDITATION**
- F. ATTENDANCE**
- G. APPROVAL OF AGENDA**
  - Recommended Motion:**  
**THAT** the agenda be approved as presented.
- H. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**
- I. APPROVAL OF MINUTES** 4 - 16
  - Recommended Motion:**  
**THAT** the Council minutes dated February 11, 2025 be approved as presented.
- J. DELEGATIONS, DEPUTATIONS, AND PRESENTATIONS**
  - J.1 Political Intelligence/ Cavanagh Construction** 17 - 22
    - Recommended Motion:**  
**THAT** the delegation from Alexander Lawson of Political Intelligence on behalf of Cavanagh Construction be received as information.

**J.2 Lanark County Community Justice 23 - 29**

**Recommended Motion:**

**THAT** the delegation from Marilyn Bird and Dave Burkett be received as information.

**K. PUBLIC MEETINGS**

**L. COMMITTEE OF THE WHOLE REPORT 30 - 31**

**Recommended Motion:**

**THAT** Council approve the Committee of the Whole motions from the February 11, 2025 meeting.

**L.1 Authorization to Enter into a Transfer Payment Agreement for Matching Funding**

**L.2 Recommendation Report - Mill Valley Living - Draft Plan Extension Request (09-T-21005)**

**L.3 Appleton Subdivision - 09-T-22006**

**L.4 Routine Disclosure and Active Dissemination Policy**

**M. COUNCIL REPORT**

**M.1 Municipal Resolution - Request for Support**  
None.

**M.2 Proclamations**  
None.

**M.3 Time Sensitive Items**  
None.

**M.4 Notice of Reconsideration**

**N. BY-LAWS**

**N.1 Bylaw 25-011 Local Improvement Charge - Better Homes Lanark 32 - 98**

**Recommended Motion:**

**THAT** By-law 25-011 being a bylaw 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 be taken as read, passed, signed, and sealed in Open Council.

**O. ANNOUNCEMENTS AND INVITATIONS**

**P. CONFIRMATORY BY-LAW**

**Recommended Motion:**

**THAT** By-law 25-012, being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Mississippi Mills at its regular meeting held on the 25th day of February 2025, be read, passed, signed, and sealed in Open Council this 25th day of February 2025.

**Q. ADJOURNMENT**

**Recommended Motion:**

**THAT** the meeting be adjourned at x:xx p.m.



**The Municipality of Mississippi Mills**  
**Council Meeting**  
**MINUTES**

**February 11, 2025**  
**5:30 p.m.**  
**Hybrid**  
**3131 Old Perth Road.**

**PRESENT:** Mayor Lowry  
Deputy Mayor Minnille  
Councillor Ferguson  
Councillor Holmes  
Councillor Souter  
Councillor Torrance

**ABSENT:** Councillor Lowe

**Staff Present** Ken Kelly, CAO  
Jeanne Harfield, Clerk  
Casey Munro, Deputy Clerk  
Kathy Davis, Director of Corporate Services  
Melanie Knight, Director of Development Services & Engineering  
Calvin Murphy, Recreation Manager  
Jon Wilson, Chief Building Official

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**A. CALL TO ORDER**

Mayor Lowry called the meeting to order at 5:32 p.m.

**B. CONSIDERATION OF A CLOSED SESSION**

**Resolution No 034-25**

**Moved by** Councillor Ferguson  
**Seconded by** Councillor Holmes

**THAT** Council enter into an in-camera session at 5:32 pm as per advice that is subject to solicitor-client privilege, including communications necessary for that

purpose (Municipal Act s.239 2(f)) and litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; (Municipal Act s.239 2(e))

**CARRIED**

**B.1 Building Matter Update**

**B.2 Litigation Matter Update**

**C. RISE AND REPORT**

**C.1 Building Matter Update**

Information was provided in camera.

**C.2 Litigation Matter Update**

Information was provided in camera.

**D. O CANADA**

Council stood for the playing of O Canada.

**E. MOMENT OF SILENT MEDITATION**

Council observed a moment of silent meditation.

**F. ATTENDANCE**

The Clerk announced attendance.

**G. APPROVAL OF AGENDA**

**Resolution No 035-25**

**Moved by** Councillor Ferguson

**Seconded by** Councillor Holmes

**THAT** the agenda be approved as presented.

**CARRIED**

**H. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

Mayor Lowry declared a conflict of interest on the following L.2 - Community Benefits Agreement BESS 6299 County Road, L.3. - Recommendation Report - D14-COM-24 (6299 County Road 29), and N.1- Bylaw 25-007 D14-COM-24

(6299 County Road 29) as all matters relate to a property owned by a family member. Mayor Lowry also declared a conflict of interest on item L.7 - Elected Official Remuneration Policy Review as the matter is related to her current role.

**I. APPROVAL OF MINUTES**

**Resolution No 036-25**

**Moved by** Deputy Mayor Minnille  
**Seconded by** Councillor Ferguson

**THAT** the Council minutes dated January 28, 2025 be approved as presented.

**CARRIED**

**J. DELEGATIONS, DEPUTATIONS, AND PRESENTATIONS**

**J.1 Mississippi Mills Youth Centre**

Emery Schaettgen, Warner Schaettgen, Maeve Kerwin, and Charlotte Kennedy members of the Thrive Committee from the Mississippi Mills Youth Centre, presented information to Council including: the goals of the committee, identifying community needs, overview of recent survey result, what youth need in Mississippi Mills, and next steps.

Members posed questions including: Thrive Committee as a model for other communities, association with Planet Youth, survey participation base, solutions, how to connect with youth, attending committee meetings, working with the school boards, Youth Advisory Panel, including youth in decision making, and sharing survey findings.

**Resolution No 037-25**

**Moved by** Councillor Souter  
**Seconded by** Councillor Torrance

**THAT** the delegation from Emery Schaettgen, Warner Schaettgen, Maeve Kerwin, and Charlotte Kennedy Members of the Thrive Committee from the Mississippi Mills Youth Centre be received as information;

**AND THAT** the survey results be shared with staff to promote and the consultant for the Community Services Master Plan.

**CARRIED**

## **J.2 Learning Again In Almonte**

Jane Ellens, Learning Again in Almonte, presented actions of the Learning Again in Almonte November Symposium including: goal and vision of the symposium, number of participants, findings of the symposium, community interests and needs, opportunities for community involvement and partnerships, follow-up session and maintaining an on-going dialogue.

Members then posed questions including: municipal involvement and community input, council involvement, and sharing findings from the symposium.

### **Resolution No 038-25**

**Moved by** Councillor Ferguson

**Seconded by** Councillor Holmes

**THAT** the delegation from Jane Ellens of Learning Again in Almonte be received as information;

**AND THAT** the document prepared by Learning Again in Almonte be circulated to staff for their awareness.

**CARRIED**

Council recessed at 7:05 pm and resumed at 7:13 pm

## **K. PUBLIC MEETINGS**

### **K.1 Background Report - D14-MM1-25 - Housekeeping**

Melanie Knight, Director of Development Services and Engineering presented the background report on the proposed zoning amendment. The Chair then invited members of the public to speak. No one spoke.

## **L. COMMITTEE OF THE WHOLE REPORT**

### **Resolution No 039-25**

**Moved by** Councillor Souter

**Seconded by** Deputy Mayor Minnille

**THAT** Council approve the Committee of the Whole motions from the January 28, 2025 meeting.

**CARRIED**

**L.1 Employee Benefit Information**

**Resolution No 040-25**

**Moved by** Councillor Souter

**Seconded by** Deputy Mayor Minnille

**THAT** Council remain with Mosey and Mosey and join the LAS consortium for employee benefits for a potential cost savings of \$71,771;

**AND THAT** staff bring back additional information on ASO prior to the next renewal date.

**CARRIED**

**L.4 Recommendation Report - D14-283-24 (3020 Ramsay Concession 11B)**

**Resolution No 041-25**

**Moved by** Councillor Souter

**Seconded by** Deputy Mayor Minnille

**THAT** Council approve the Zoning By-law Amendment to amend the zoning of the subject lands which are municipally known as 3020 Ramsay Concession 11B, Ramsay Ward, Municipality of Mississippi Mills, to rezone the subject lands from Rural (RU) to Rural, Special Exception (RU-XX), similar in effect to Attachment A

**CARRIED**

**L.6 Mid-Term Governance Review**

**Resolution No 042-25**

**Moved by** Councillor Souter

**Seconded by** Deputy Mayor Minnille

**THAT** Council receive this report as information;

**AND THAT** staff be directed to bring back related policies, plans and by-laws to future meetings for consideration

**CARRIED**

## **L.5 Revisions to By-Law No. 02-27 – Traffic and Parking By-Law**

### **Main motion:**

**THAT** Council amends By-Law 02-27 as follows;

#### Schedule B – No Parking

- Add - John Street, from Water St. to Reserve St. on both sides.
- Add - Any highway/street where a Municipally managed Sanitary Pump Station or Water treatment facility is located; a No Parking area shall be established for 15m directly in front of the facility.

#### Schedule C – Restricted Parking

- Remove - Permitted 10 minute parking on Little Bridge Street on the North Side between 73 and 77 Little Bridge.

#### Section 14

- Amendment: Include Authorized Agents of the Municipality.

**AND THAT** Council direct staff to identify alternative 10 min parking options near Little Bridge St.

### **Motion to Amend**

**Moved by** Councillor Torrance

**Seconded by** Councillor Souter

strike out: Schedule C - Restricted Parking: Remove - Permitted 10 minutes parking on Little Bridge Street on the North Side between 73 and 77 Little Bridge.

insert: **AND THAT** Council direct staff to reinstate 10min parking on Little Bridge Street on the North Side between 73 and 77 Little Bridge.

**Not voted on**

Councillor Torrance mover, and Councillor Souter seconder, agreed to a friendly amendment of the proposed amendment to remove the proposed insert: **AND THAT** Council direct staff to reinstate 10min parking on Little Bridge Street on the North Side between 73 and 77 Little Bridge.

**Motion to Amend:  
Resolution No 043-25**

**Moved by** Councillor Torrance  
**Seconded by** Councillor Souter

strike out: Schedule C - Restricted Parking: Remove - Permitted 10 minutes parking on Little Bridge Street on the North Side between 73 and 77 Little Bridge.

**DEFEATED**

**Resolution No 044-25**

**Moved by** Deputy Mayor Minnille  
**Seconded by** Councillor Ferguson

**THAT** Council amends By-Law 02-27 as follows;  
Schedule B – No Parking

- Add - John Street, from Water St. to Reserve St. on both sides.
- Add - Any highway/street where a Municipally managed Sanitary Pump Station or Water treatment facility is located; a No Parking area shall be established for 15m directly in front of the facility.

Schedule C – Restricted Parking

- Remove - Permitted 10 minute parking on Little Bridge Street on the North Side between 73 and 77 Little Bridge.

Section 14

- Amendment: Include Authorized Agents of the Municipality.

**AND THAT** Council direct staff to identify alternative 10 min parking options near Little Bridge St.

YAS (4): Mayor Lowry, Deputy Mayor Minnille, Councillor Ferguson, and Councillor Holmes

NAS (2): Councillor Souter, and Councillor Torrance

Councillor Torrance requested a recorded vote

**CARRIED (4 to 2)**

Deputy Mayor Minnille took over as Chair.

Council considered all matters that Mayor Lowry declared a conflict on.

**L.2 Community Benefits Agreement BESS 6299 County Road**

Mayor Lowry declared a conflict of interest on the following item. Mayor Lowry left Council Chambers and did not participate in the vote or discussion.

**Resolution No 045-25**

**Moved by** Councillor Ferguson  
**Seconded by** Councillor Holmes

**THAT** Council to accept the community benefits agreement for the Battery Energy Storage System located at 6299 County Road 29, Mississippi Mills.

**CARRIED**

**L.3 Recommendation Report - D14-COM-24 (6299 County Road 29)**

Mayor Lowry declared a conflict of interest on the following item. Mayor Lowry left Council Chambers and did not participate in the vote or discussion.

**Resolution No 046-25**

**Moved by** Councillor Ferguson  
**Seconded by** Councillor Holmes

**THAT** Council approve the Zoning By-law Amendment to amend the zoning of the subject lands, municipally known as 6299 County Road 29, from Rural, Special Exception 42-h (RU-42-h) to Rural, Special Exception 42 (RU-42) in order to permit the development of a two-phase, 14.98 megawatt battery electric storage system, similar in effect to Attachment A.

**CARRIED**

**L.7 Elected Official Remuneration Policy Review**

Mayor Lowry declared a conflict of interest on the following item. Mayor Lowry left Council Chambers and did not participate in the vote or discussion.

**Resolution No 047-25**

**Moved by** Councillor Ferguson

**Seconded by** Councillor Holmes

**THAT** Council direct staff to investigate the option of a full-time Mayor and bring back a report for consideration;

**AND THAT** Council direct staff to conduct the regular review including increasing allotment for council training of By-law 24-023 Elected Official Remuneration and bring back a report prior to 2026 for approval.

**CARRIED**

**N. BY-LAWS**

Only by-law 25-007 was considered as Mayor Lowry declared a conflict on this matter. Remaining two by-laws considered under the By-law section of the agenda.

**N.1 Bylaw 25-007 D14-COM-24 (6299 County Road 29)**

Mayor Lowry declared a conflict of interest on the following item. Mayor Lowry left Council Chambers and did not participate in the vote or discussion.

**Resolution No 048-25**

**Moved by** Councillor Torrance

**Seconded by** Councillor Souter

**THAT** By-law 25-007 being a by-law to amend By-law No. 11-83 being the Zoning By-law for the Municipality of Mississippi Mills for the lands which are legally described as Concession 8 East, Part of Lot 8, Ramsay Ward, Municipality of Mississippi Mills be read, passed, signed and sealed.

**CARRIED**

**M. COUNCIL REPORT**

Mayor Lowry returned to Council Chambers and resumed as Chair

**M.1 Municipal Resolution - Request for Support**

**Resolution No 049-25**

**Moved by** Councillor Souter

**Seconded by** Councillor Torrance

**WHEREAS** the Federal and Provincial governments are formulating plans in response to the threatened tariffs on Canadian goods and services exported to the U.S.;

**AND WHEREAS** the Municipality of Mississippi Mills will support and assist the governments of Ontario and Canada as partners, including in times of challenges and uncertainty;

**AND WHEREAS** Mississippi Mills stands with the Association of the Municipalities of Ontario and its members in every part of Ontario to work together to continue to build our shared social and economic prosperity;

**AND WHEREAS** our local economies, businesses and industries in Ontario municipalities are the foundation of Ontario's economy, fundamental to the national economy and to Canada's prosperity;

**THEREFORE, BE IT RESOLVED THAT**, the Municipality of Mississippi Mills supports the provincial and federal governments on the measures they have put in place in response to the proposed U.S. tariffs on Canadian goods and ask that they take strong measures to protect the interests of Ontario in any upcoming trade negotiations;

**AND THAT** the federal and provincial governments remove any impediments to municipalities preferring Canadian companies and services for capital projects and other supplies;

**AND THAT** the provincial and federal governments work vigorously to remove trade barriers between provinces as a response to US tariffs and support Canadian businesses;

**AND THAT** the CAO be directed to bring back a report detailing a temporary purchasing policy that integrates and addresses these concerns;

**AND THAT** Council encourages residents to adopt a “buy local” and “buy Canadian” practice and support local businesses where they are able to do so;

**AND BE IT FURTHER RESOLVED, THAT** copies of this motion be sent to:

- The Right Hon. Justin Trudeau, Prime Minister of Canada
- The Hon. Doug Ford, Premier of Ontario
- The Hon. Melanie Joly, Minister of Foreign Affairs
- The Hon. Vic Fedeli, Minister of Economic Development, Job Creation and Trade
- The Hon. Nate Erskine-Smith, Minister of Housing, Infrastructure and Communities
- The Hon. Paul Calandra, Minister of Municipal Affairs and Housing
- Rebecca Bligh, President, FCM and Councillor, City of Vancouver
- Robin Jones, President, AMO and Mayor of Westport
- MPP John Jordan
- MP Scott Reid

**CARRIED**

M.1.a Peterborough County re: Proposed Tariffs on Canadian Goods

**M.2 Proclamations - None**

**M.3 Time Sensitive Items**

M.3.a Adopt the 2025 Operating Budget

**Resolution No 050-25**

**Moved by** Councillor Holmes

**Seconded by** Councillor Ferguson

**THAT** Council approve the 2025 Operating Budget as presented.

**CARRIED**

**M.4 Notice of Reconsideration**

None

**N. BY-LAWS**

**N.1** considered earlier in the agenda

**N.2 Bylaw 25-008 Traffic and Parking (amends 02-27)**

**Resolution No 051-25**

**Moved by** Deputy Mayor Minnille

**Seconded by** Councillor Ferguson

**THAT** By-law 25-008 being a by-law to amend Traffic and Parking By-law 02-27 be read, passed, signed and sealed.

**CARRIED**

**N.3 Bylaw 25-009 D14-283-24 (3020 Ram Conc 11B)**

**Resolution No 052-25**

**Moved by** Councillor Holmes

**Seconded by** Deputy Mayor Minnille

**THAT** By-law 25-009 being a by-law to amend By-law No. 11-83 being the Zoning By-law for the Municipality of Mississippi Mills for the lands which are legally described as Concession 11, West Part of Lot 25; Part 3 of Reference Plan 27R9641, Ramsay Ward, Municipality of Mississippi Mills be read, passed, signed and sealed.

**CARRIED**

**O. ANNOUNCEMENTS AND INVITATIONS**

The following was shared:

- Mayor Lowry commended the Fire Department and Public Works Department regarding an incident that occurred at the Ramsay Public Works Garage for their swift response.
- Scouting and Guide Breakfast at the Civitan
- Mississippi Mills Community Fund will be launched on Feb 20th at the Mississippi Valley Textile Museum
- Business Breakfast February 19

**O.1 211 Day**

February 11th is 211 day.

**P. CONFIRMATORY BY-LAW**

**Resolution No 053-25**

**Moved by** Councillor Souter

**Seconded by** Deputy Mayor Minnille

**THAT** By-law 25-010 being a by-law to confirm the proceedings of the Council of the Corporation of the Municipality of Mississippi Mills at its regular meeting held on the 11th day of February 2025, be read, passed, signed and sealed in Open Council this 11th day of February 2025.

**CARRIED**

**Q. ADJOURNMENT**

**Resolution No 054-25**

**Moved by** Councillor Ferguson

**Seconded by** Councillor Holmes

**THAT** the meeting be adjourned at 8:09 p.m.

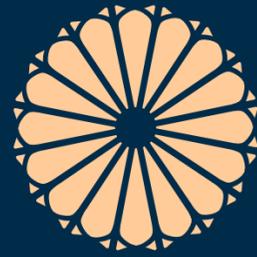
**CARRIED**

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Christa Lowry, MAYOR

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Jeanne Harfield, Clerk



Political  
Intelligence

# Proposed Seasonal Load Restriction Exemption For Concrete Mixer Trucks

Proposal for Cavanagh Concrete  
February 18, 2025

# Current Seasonal Load Restrictions are not *half loads*

- During non SLR periods, a standard concrete truck can carry 9 cubic metres of concrete
- When SLRs come into effect, at 5000 KG per axle this reduces the load of concrete a truck can carry to 1 cubic meter. Forcing trucks to make 9 trips to deliver the equivalent of one load.
- A proposed Seasonal Load Restriction of 6500 KG per axle would allow a concrete truck to carry almost half of its load (4m), reducing the number of trips to 2

# The Truth About Road Wear: More Trips = More Damage

**RMCAO Study on a standard municipal road (30 MPa granular base & subbase):**

- Two truck trips at 6,500 kg/axle → 1% to 1.2% road damage.
- Nine truck trips at 5,000 kg/axle → 1% to 1.8% road damage.
- Conclusion: More truck trips actually increase road fatigue and wear.

SLR forces concrete deliveries to use **smaller loads, requiring up to 800% more trips.**

# Environmental and Economic Impact

- **More truck trips mean:**
  - ✓ **Higher fuel consumption**
  - ✓ **Increased pollution and CO<sub>2</sub> emissions**
  - ✓ **Traffic congestion that slows down projects**
- **RMCAO estimates an 800% increase in GHG emissions due to SLR.**

# Existing Exemptions Under Ontario Law: A Precedent for Concrete Trucks

Ontario Highway Traffic Act, Section 122(2) already grants exemptions to certain vehicles.

Current exemptions include:

- ✓ Public utility vehicles performing emergency repairs
- ✓ Winter road maintenance vehicles (snowplows, salt spreaders)
- ✓ Vehicles transporting milk
- ✓ Public transportation buses

These exemptions exist because these vehicles provide essential services. In today's housing and affordability crisis, it is time for an update.

# Call to Action: A Simple Change for Big Impact

Mississippi Mills has the opportunity to lead in adopting a practical, efficient, and sustainable exemption.

A simple amendment to the municipal by-law can prevent:

- ✓ **Unnecessary environmental harm** (fewer emissions from excess truck trips)
- ✓ **Increased road damage** (fewer trips reduce cumulative wear)
- ✓ **Rising construction costs** (reducing inefficiencies in concrete delivery)

**Proposed Amendment to Municipal By-law:**

**Exemption to Reduced Load Period:**

*No ready mixed concrete truck shall be operated upon any designated highway where the weight upon an axle exceeds 6,500 kilograms.*

# Presentation to Mississippi Mills Council

Feb 25th, 2025



Lanark County  
Community

Repairing Relationships & Building Stronger Communities with  
Restorative Practices

Justice

**Our Vision:** *A community that embraces restorative practices to repair harm, build community and strengthen relationships.*

**David Burkett - Board Chair**

**Marilyn Bird - Board Member**

# Our Programs

## ➤ **Court Diversion**

**An alternative to the traditional Criminal Justice System.**

## ➤ **Restorative Parenting / Restorative Families**

**Support for parents and other family members in connecting, repairing past harms and collaborating with teen children to find new ways forward.**

## ➤ **Restorative Practices for Educators Training**

**Workshops teaching restorative practices in dealing with conflict in schools.**

# The Restorative Process

1. Referral from either **Police, the Crown or the Community**
2. **Intake Process / Risk Assessment**
  - Key issues
  - Accountability
  - Identify Participants
  - Agreement
3. Assigned to **Facilitators** – Lead, Co-lead and Observer
4. **Interview the Participants** and prepare for the forum

# What Happens at a Forum:

## Facilitators ask:

- The **Complainant** to describes the Impact on them because of the crime.
- What happened, who was harmed, what were you thinking at the time, what have you thought about since, how can you make things right?

## Present:

- Accused+ support
- Complainant+ support
- Facilitators & Observers



A **Legally Binding Agreement** is agreed upon, which is supervised and supported. Referrals can be made to other agencies to support accused and victim.

**Result: Charges avoided, withdrawn or stayed.**

# Who Benefits?

## **The Criminal Justice System:**

RJ is **Less Expensive** (thousands \$ saved). **RJ Reduces Recidivism: 30% vs 5%–8%.** RJ is a **Community Response** to crime and wrongdoing.

**The Accused:** **No criminal record;** is not labelled or stigmatized. They understand the consequences and **accept responsibility.** **Apologizes** to the Complainant. **Reconciliation** and forgiveness may result. **Avoids** legal costs.

**The Complainant(s):** Have a **voice in the process** and agreement / **traumatization is reduced** / receives **compensation & apology** / reconciliation is possible. Increased feelings of **safety & security.**

# Does it Work?

Measure	Justice System	LCCJ RJ Process
Satisfaction with how the case was handled	68%	90%
Would recommend to another complainant	24%	98%
Days to complete	150	82
Recidivism	30%	5%-8%
Cost per case	\$20,000 +	\$2,000

So:

- Recommendation rate 4 x the justice system,
- Half the time,
- 75% less likely to re-offend,
- One tenth of the cost.

# How Can You Help?

- 1. Become a volunteer facilitator**
- 2. Join our Board of Directors**
- 3. Provide free meeting space for community justice forums**
- 4. Ask for Restorative Justice when harm has occurred in your community**
- 5. Provide Funding for 1 Restorative Justice diversion case: \$2,000**



## REPORT OF THE COMMITTEE OF THE WHOLE February 11, 2025

The following is the Committee of the Whole report from the February 11, 2025 meeting.

### Staff Reports

#### **Authorization to Enter into a Transfer Payment Agreement for Matching Funding**

##### **Resolution No. CW023-25**

**THAT** Council Authorize the Mayor and Clerk to Enter into the Transfer Payment Agreement and accept the matching funding for up to \$953,499.38 for design and construction of the hard surfacing of Old Almonte Road in 2026.

#### **Recommendation Report - Mill Valley Living - Draft Plan Extension Request (09-T-21005)**

##### **Resolution No. CW024-25**

**THAT** Council approve the request for an extension for Draft Approval for the subject lands, for a period of one year and direct staff to forward Council's Resolution to the County of Lanark.

#### **Appleton Subdivision - 09-T-22006**

##### **Resolution No. CW026-25**

**THAT** Committee of the Whole direct staff to proceed to schedule the non-statutory public meeting for the Draft Plan of Subdivision and, following the public meeting, return to Committee of the Whole with a staff report providing proposed draft plan conditions reviewed by the Municipality's legal counsel, including but not limited to, the following:

- A draft plan of Subdivision approval lapsing date of one-year from the date of draft approval by Lanark County;
- Confirmation that a Record of Site Condition has been filed in accordance with current provincial standards and the Municipality has received copies of the applicable studies, reports and Record(s) of Site Condition;
- Prior to the conveyance of the parkland and public street to the Municipality, that a third party has reviewed the Record of Site Condition and related studies and reports to ensure that all lands to be conveyed to the Municipality have been fully remediated;
- Prior to any building permits being issued, confirmation that the subject property has been fully remediated to permit residential uses under the Environmental Protection Act and Ontario Regulation 153/04, as amended from time to time, at the time of building permit application.

**Routine Disclosure and Active Dissemination Policy**  
**Resolution No. CW027-25**

**THAT** Council approve the Routine Disclosure and Active Dissemination (RD/AD) Policy.

Submitted by,

Reviewed by,

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Councillor Jane Torrance,  
Committee of the Whole Chair

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Casey Munro,  
Deputy Clerk

# THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

## BY-LAW NO. 25-011

**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** Section 36.5(2) of O. Reg. 586/06 states that the by-law may authorize the undertaking of works which satisfy the requirements of a municipal program for which the municipality has given notice under Section 36.6(2)(b) of O. Reg. 586/06;

**AND WHEREAS**, the Council of the County of Lanark adopted the Better Homes Lanark Program with the intent that a further by-law be passed by participating lower-tier municipalities pursuant to the authority of Ontario Regulation 586/06 to implement the recovery of costs incurred by the County;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Corporation of Municipality of Mississippi Mills enacts as follows:

### 1. GENERAL REGULATIONS

- a. **THAT**, Council authorizes the undertaking of energy efficiency and water conservation works on private residential property as local improvements under the Better Homes Lanark Program as set out in Schedule A to this By-law, subject to amendments made by the CAO from time to time, for the purpose of raising all or any 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
- b. **THAT**, Council authorizes the Head of Council and Clerk, with the County of Lanark, to execute agreements with qualified property owners to consent to the local improvement charges imposed for the purpose of raising all or part of the cost of the work on lots upon which all or some part of the local improvement is or will be located, substantially in the form attached to this By-Law as Schedule B.

### 2. ULTRA VIRES

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**BY-LAW** read, passed, signed, and sealed in open Council this 25<sup>th</sup> day of February 2025.

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Christa Lowry, Mayor

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Jeanne Harfield, Clerk

**Bylaw No. 25-011**  
**Schedule “A”**

**Better Homes Lanark Program Design**

**1.0. Overview**

Better Homes Lanark is a municipal low-interest loan program administered by the Corporation of the County of Lanark (the County) for qualifying electricity and water conservation improvements. It is designed to extend municipal funding to consenting homeowners for undertaking home energy efficiency retrofits 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. This program will be administered by the County in conjunction with a third-party retrofit coach and lower-tier municipalities.

**2.0. Interpretation**

“Municipality” Means the lower tier municipality where the subject property is located.

“County” refers to the County of Lanark.

“EnerGuide Rating System (ERS)” refers to the current published system developed by Natural Resources Canada to measure a home’s energy performance.

"Incentive/Rebate" means any money received or to be received from a utility company, Governmental Authority, or Crown or municipal corporation (including the Canadian Mortgage and Housing Corporation) in respect of one or more of the Actual Improvements, but excluding any money intended to cover any portion of the cost of an energy assessment.

**3.0. Program Eligibility**

Residential single-family homes (SFH) located within the County of the following forms are eligible: detached, semi-detached, townhomes, or row housing.

The property must have a property tax account with a municipality within the County with a local improvement charge bylaw for electricity and water conservation improvements.

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 municipality for the past five years must be in good standing.

To access Better Homes Lanark loans and grants, eligible homes must demonstrate the ability to achieve a minimum 30% reduction in greenhouse gas emissions or energy consumption, indicated through the results and recommendations of a pre-retrofit audit completed by a Certified Energy Advisor (“CEA”) - certified by Natural Resources Canada (“NRCan”).

#### **4.0. Home Energy Assessments**

Similar to the ecoENERGY Home Retrofit Program designed by the Federal Government, the Program will utilize the EnerGuide Rating System to provide 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 CEA 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. The homeowner can include the cost of the assessments in the funding request if they proceed with a retrofit project. The County will not engage or procure a CEA on behalf of the homeowner.

#### **5.0. Qualifying Energy Efficiency and Water Conservation Measures**

Eligible retrofit measures must include recommendations identified by the CEA during the pre-retrofit energy audit that collectively could meet the minimum 30% reduction in greenhouse gas emissions or energy consumption. Financing is designated for capital costs (not maintenance costs) with an expected useful life of 5 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 Program will only fund eligible retrofit costs of up to a maximum of \$40,000 and a minimum of \$10,000.

The non-exhaustive list of the categories of measures eligible under the Program, subject to any permitting and regulations, includes:

- Thermal envelope upgrades: attic, wall and basement insulation, air-sealing.
- Mechanical system upgrades (space heating and cooling): high efficiency furnace, boiler and air conditioner replacement, thermostats and controllers, air source heat pumps, ground source heat pumps.
- Mechanical system upgrades (water heating): high-efficiency water heaters (e.g., hybrid heat pump, tankless, etc.), drain water heat recovery systems, solar hot water systems.
- Windows, doors, and skylight improvements: exterior doors, window shading devices, windows, skylights and tubular daylight devices.
- Upgrades to a home's electric panel (e.g., from 100 to 200 AMP) to accommodate increased demand to the electrical load of the home from fuel switching or installing EV charging equipment, etc.
- Renewable energy installations, such as solar rooftop photovoltaics.

- Other: new energy efficient (certified) products as they become available will be considered as additional eligible technologies.

Better Homes Lanark can also address, in a limited capacity, other non-energy improvements. Non-energy improvements are subject to a cap of 30 percent of the total cost of an individual home upgrade project. Non-energy improvements can only be applied for in addition to qualifying energy efficiency projects. The program will not accept applications that are solely for non-energy related improvements. Categories of qualifying non-energy improvements include:

- Water efficiency improvements: 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).
- Climate resiliency measures, including:
  - Air source heat pumps for cooling when no air conditioning exists.
  - Back up generators connected directly to the electric panel for power outages
  - Storm damage prevention measures for roofs (e.g., rafter ties).
  - Flood prevention measures through on-site stormwater management (e.g., back flow prevention valves, exterior landscaping to redirect water away from the home, eaves trough/downspout repairs/extensions, rain barrels, etc.
- Alternative energy improvement such as electric vehicle charging stations (Level 2) and battery storage systems.

The cost of an EnerGuide home energy assessment is eligible to include in the LIC financing.

Ineligible measures include equipment or products not permanently affixed to the property, previously installed in another home, or deemed general maintenance. By recommending categories of retrofit improvements and associated measures, the County makes no guarantees of the materials, performance, cost-effectiveness or any warranty of the measures supported by the Program.

## **6.0. Grant Programs**

Grants will be available to participating homeowners to encourage a higher than minimum performance improvement as a result of the retrofit, to encourage the inclusion of climate resiliency measures where appropriate, and to provide additional support to households experiencing a high energy cost burden in relation to their household after-tax income.

Grants are available to participating homeowners to offset any approved loans through this program. Funding through combined grants and loans cannot exceed \$40,000.

Better Homes Lanark grant opportunities are as follows:

- \$1,000 for retrofit projects exceeding a 40% reduction in household greenhouse gas emissions or energy consumption.
- \$1,500 for incorporating climate resiliency measures, not exceeding the total cost of the measure. See above for examples of resiliency measures. Other resiliency measures can qualify for grant funding dependant on approval.
- Up to a total of \$5,000 in grants for households with a verified high energy cost burden of equal to or greater than 6%. Energy cost burden is reported as the percentage of total after-tax household income that is spent on home heating and electricity. To access this additional optional grant, the homeowner will need to provide the County with their previous year's Canadian Revenue Agency tax assessment and utility bills to confirm the household's energy cost burden. Alternative documents to assess energy cost burden could include pay stubs and fuel invoices.

Participating homeowners are only eligible to receive up to a total of \$5,000 in grants under this section.

#### **7.0. . Completing the Retrofit through Contractor Engagement**

The County will provide financing to homeowners for eligible measures covered by the Program that have been:

- Recommended by the CEA.
- Installed by contractors hired by the property owner.

The County will not pre-qualify contractors or procure contractors or install retrofit improvements on behalf of homeowners in connection with this Program. The homeowner will use the funds disbursed by the County to pay contractors directly.

The County will provide a list of contractors who have received mandatory contractor orientation on the Program webpage. However, the County is not responsible for the work quality of any contractors hired in connection with this Program and assumes no liability for the works undertaken. All retrofit improvements and renovations must adhere to local codes and by-laws and building permits must be obtained as necessary. 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.

#### **8.0. Application Process**

The steps below outline the process and requirements homeowners need to follow as part of the Program. County staff will periodically review this process to ensure effective Program implementation and, where deemed appropriate, the County may make changes in its sole discretion.

##### **Step 1: Pre-application**

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

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

Once the property owner has been prequalified by the County, based on the above criteria, the County will provide Notice of Eligibility to the homeowner.

## Step 2: Energy Assessment and Funding Request Form

### 1. Energy Assessment

The homeowner hires a CEA to complete the pre-retrofit home energy assessment in accordance with Section 4 Home Energy Assessments and submits to the County the resulting Energy Assessment Report that the CEA provides to the homeowner. The homeowner can work with County staff or County appointed consultants, in addition to the CEA, to help decide the scope of work to be completed.

The 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).
- The estimated energy cost savings and greenhouse gas emissions or energy consumption reductions that may be realized after installing the recommended improvements.

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

### 2. Funding Request Form

Along with the Energy Assessment Report, the homeowner 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 to achieve the minimum 30% reduction in greenhouse gas emissions or energy consumption for electrically heated homes.
- Identifies the cost for each improvement (including equipment, materials and labour costs) with quotes from contractors and any additional third-party incentives/rebates that they are eligible and expected to receive (e.g., Enbridge's Home Efficiency Rebate or other incentive program).
- The amount of disbursement being requested from the County upon signing the Property Owner Agreement (up to 30% of the funding request can be provided for contractor deposits). Eligible homeowners with larger projects or high energy cost burdens (whereas 6% or more of their after-tax income is spent on home energy bills) may be disbursed up to 50% of the funding request in advance.

Following receipt of the Funding Request Form, the County, will:

- Confirm the eligibility of the works (e.g., achieves the minimum 30% reduction in greenhouse gas emissions or energy consumption for electrically heated homes, items affixed to property).
- Verify the reasonability of retrofit costs and labour costs by consulting manufacturer pricing and prevailing labour rates.

The above steps will enable the County to derive the funding amount up to the maximum of \$40,000 and a minimum of \$10,000 to include in the Property Owner Agreement.

### Step 3: Property Owner Agreement

After the County has confirmed the acceptability of the Energy Assessment Report and the Funding Request Form, the County and municipality in which the property is located 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 County will provide the homeowner with the initial disbursement agreed upon in the POA to a maximum of 30% of the funding request that shall be used by the homeowner to pay contractors or suppliers (i.e., security deposit). Eligible homeowners with larger projects or high energy cost burdens (whereas 6% or more of their after-tax income is spent on home energy bills) may be disbursed up to 50% of the funding request in advance.

The property owner will be contractually obligated to repay this initial disbursement to the municipality via the property tax bill 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 County in its sole discretion. Only work completed pursuant to a valid building permit – where applicable – will be eligible for reimbursement, and only after a final inspection is completed and receives approval from the applicable Building Official (if required).

#### 2. Final Funding Disbursement

As will be detailed in the POA, the County 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 to the approved retrofit measures having been installed.

- 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.
- Provides proof of the actual costs and for all the works and an assessment of the expected useful life of the works. The POA will establish the specific requirements necessary to be eligible for further disbursement.

#### Step 5: LIC Repayment

Following the municipality's Treasurer 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 municipalities' staff will submit to Council a by-law 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 Treasurer will then add to the municipalities' 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 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, if applicable at the municipality. At any time, a homeowner can make advance payments, without penalty, 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.

#### **9.0. LIC Disclosure**

As stated in the Regulation, the special charge imposed on the homeowner(s) property constitutes a special lien that is binding on all future owners. As such, the subsequent owner of a property on which the municipality has imposed a special charge is required to pay the municipality the annual LIC amount even though that subsequent owner was not a party to the original POA. In addition to notice that the Municipality will be providing in accordance with the provisions of O. Reg. 586/06, the Municipality also will take the following steps to ensure even greater transparency of the LIC to interested parties by:

- i) The County will maintain a registry of all property addresses in the County who have received funding under this program, along with the enabling local bylaw number, on the County website.
- ii) The municipality will update 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.

The steps will be completed as a courtesy only, and the County may, in its sole discretion, elect to discontinue any or all such steps.

## **10.0. Quality Control**

As a means of additional oversight to confirm that the funded improvements were completed, the POA will indicate that the County and/or municipality reserves the right to have a County and/or Municipality 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 County and/or Municipality upon request.

## **11.0. Measurement and Verification**

Pursuant to the POA, the property owner(s) must consent to providing the County and/or municipality with access to the property's energy 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 County evaluate the Program

**APPENDIX A1  
IMPROVEMENTS -- INTENDED**

**1. Intended Improvements**

<b>Intended Improvements</b>	<b>Estimated Cost</b>	<b>Estimated Lifetime</b>
Exterior Wall Insulation		
Attic Insulation		
Cathedral/Flat Ceiling Insulation		
Basement Insulation		
Basement Header Insulation		
Furnace/Boiler System		
Water Heater		
Central Air Conditioner		
Heat Recovery/Energy Recovery Ventilator		
Drain Water Heat Recovery System		
Air Source Heat Pump		
Windows/Doors		
Toilets		
Air Sealing		
Electrical Panel		
Thermostats/controllers		
Renewable Energy Technology		
Water Efficiency		
Resiliency Measures		
Alternative Energy		
<b>TOTAL</b>		

**2. Estimated Incentive/Rebate**

The Property Owner may be eligible to receive the following incentives/rebates:

- \$AMOUNT from Enbridge Gas Home Efficiency Rebate
- \$AMOUNT from Enbridge Gas Home Efficiency Rebate Plus
- \$AMOUNT from NRCan Oil to Heat Pump Affordability Program
- \$AMOUNT from NRCan Canada Greener Home Loan
- \$AMOUNT from Smart Thermostat Rebate
- \$AMOUNT from Other \_\_\_\_\_

Total Estimate Incentives/Rebate \$AMOUNT

### 3. Estimated Grant

The Property Owner may be eligible to receive the following grants through Better Homes Lanark:

**\$AMOUNT** for exceeding a 40% reduction in household greenhouse gas emissions or energy consumption

**\$AMOUNT** for incorporating climate resiliency measures

**\$AMOUNT** for having a verified energy cost burden of equal to or greater than 6%

Total Estimated Grant **\$AMOUNT**

### 4. Completion Date

The Property Owner will complete the above Intended Improvements by **COMPLETION DATE**.

### 5. Initial Disbursement

An Initial Disbursement of **\$AMOUNT** was calculated as follows:

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

OR – Delete two statements

30% of the maximum Funding Amount (**\$AMOUNT**)

OR – Delete two statements

50% of the Total Estimated Cost of the Intended Improvements (**\$AMOUNTS**)

**APPENDIX A2  
IMPROVEMENTS – ACTUAL  
(To be filled out after project is complete)**

**1. Improvements**

Actual Improvements	Actual Cost <sup>1</sup>	Expected Lifetime
<b>TOTAL</b>		

**2. Actual Incentive/Rebate**

The Property Owner may be eligible to receive the following incentives/rebates:

- \$AMOUNT from Enbridge Gas Home Efficiency Rebate
- \$AMOUNT from Enbridge Gas Home Efficiency Rebate Plus
- \$AMOUNT from NRCan Oil to Heat Pump Affordability Program
- \$AMOUNT from NRCan Canada Greener Home Loan
- \$AMOUNT from Smart Thermostat Rebate
- \$AMOUNT from Other \_\_\_\_\_

Total Actual Incentives/Rebate \$AMOUNT

**3. Actual Grant**

The Property Owner may be eligible to receive the following grants through Better Homes Lanark:

- \$AMOUNT for exceeding a 40% reduction in household greenhouse gas emissions or energy consumption
- \$AMOUNT for incorporating climate resiliency measures
- \$AMOUNT for having a verified energy cost burden of equal to or greater than 6%

Total Actual Grant \$AMOUNT

**4. Funding Amount**

In accordance with Section 9 of the POA, the Funding Amount is \$AMOUNT which is:

- a. the lesser of:
  - (i) The Approved Final Cost which is \$AMOUNT;
  - (ii) The Estimated Cost plus five percent of the Estimated Cost which is

**\$AMOUNT;**  
And

b. the highest dollar amount that will not cause the Special Charge (Actual) combined with the Grant to exceed \$40,000 , when the County calculates the Special Charge (Actual).

c. minus the (third party) Actual Incentive/Rebate which is **\$AMOUNT**

**5. Final Disbursement**

The Final Disbursement is \$AMOUNT which is equal to the Funding Amount (**\$AMOUNT**) minus any Initial Disbursement (**\$AMOUNT**).

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Treasurer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipal Treasurer Signature

\_\_\_\_\_  
Date

1 Actual costs include equipment, materials, labour and harmonized sales tax (HST).

THE CORPORATION OF MUNICIPALITY OF MISSISSIPPI MILLS  
BY-LAW NO. 2025-011

SCHEDULE B

Property Owner Agreement (POA)

<p><i>As provided in the Application</i></p> <p><i>Property Owners (hereinafter, collectively, the "Property Owner"):</i></p> <p>1. <b>PROPERTY OWNER</b></p> <p>2. <b>PROPERTY OWNER</b></p> <p><i>Property Identifying Information (hereinafter, the "Property"):</i></p> <p>Address – <b>XXXX</b></p> <p>Assessment Roll – <b>XXXX</b></p>	<p><i>Approved as to Form.</i></p> <hr/> <p><i>Signature – County Clerk</i></p> <hr/> <p><i>Signature – Municipal Clerk</i></p>
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**THIS PROPERTY OWNER AGREEMENT ("POA")**, made in duplicate as of this **XX** day of, **month, 2025** ("Effective Date").

**BETWEEN:**

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

Of The First Part

- and -

**THE CORPORATION OF XX MUNICIPALITY**  
(hereinafter called the "Municipality")

- and -

**THE CORPORATION OF THE COUNTY OF LANARK**  
(hereinafter called the "County" and, together with the Property Owner and the Municipality, the "Parties")

**WHEREAS:**

- A. Ontario Regulation 586/06 authorizes Council to pass a by-law to undertake works, including constructing energy efficiency works or renewable energy works, on private residential property as local improvements for the purpose of raising all or part of the cost of the work by imposing special charges on lots upon which all or some part of the local improvement is or will be located;
- B. Part III of Ontario Regulation 586/06 provides a process for undertaking works and imposing special charges on private property by way of agreement with owners of the property;
- C. Lanark County Council at its meeting held on February 26th adopted a By-law to launch a Residential Retrofit Program, Better Homes Lanark, (the "Program"), a low-interest loan program administered by the County for qualifying electricity and water conservation improvements, which requires Local Improvement Charges as a mechanism to collect loan payments on tax bills, which can only be issued by lower-tier municipalities;
- D. Mississippi Mills Council at its meeting held on February 25<sup>th</sup>, 2025 adopted Resolution \_\_\_\_\_, (the "Decisions"), and enacted By-law 25-011 as amended from time to time (the "By-law"), pursuant to Ontario Regulation 586/06 to authorize the undertaking of energy efficiency, water conservation and renewable energy works on private residential property as local improvements under the Program set out in the By-Law.
- E. Among other things, the Decision authorizes staff to negotiate and enter into POAs with consenting property owners on the terms and conditions set out in the Decision which are incorporated, as appropriate, into this POA.
- F. The Property Owner owns the Property.
- G. The Property Owner has submitted a complete Pre-Application and complete Funding Request for the Property to participate in the Program.
- H. The County has reviewed the Pre-Application and Funding Request and has approved the participation of the Property in the Program.

**IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED**, the Parties agree as follows:

## 1. Definitions

In addition to the terms defined in the various sections of this POA, the following terms have the following meanings, unless inconsistent with the subject matter or context:

- 1.1. **"Actual Cost"** means the invoiced cost of completion of the Actual Improvements as set out in Appendices A2 and G;
- 1.2. **"Actual Improvements"** means the Eligible Improvements undertaken to the Property under the Program as indicated in Appendices A2 and G;
- 1.3. **"Applicable Laws and Requirements"** means:
  - 1.3.1. any statute or proclamation or any delegated or subordinate legislation, including regulations and municipal by-laws;
  - 1.3.2. any lawful requirement of a Governmental Authority, in approvals, certificates, permits and/or other authorizations issued by the Governmental Authority, including without limitation this POA; or
  - 1.3.3. any applicable judgment of a relevant court of law, board, arbitrator, or administrative agency of competent jurisdiction,
  - 1.3.4. each of which is binding and in force in the Province of Ontario;
- 1.4. **"Approved Final Cost"** has the meaning given to it in Section 8, and as set out in Appendix A2;
- 1.5. **"Assignment, Novation, and Release"** means an agreement to assign this POA to a new owner of the Property and to release the Property Owner from obligations under this POA, in the form attached as Appendix C;
- 1.6. **"Business Day"** means Monday to Friday inclusive, excluding statutory and other holidays;
- 1.7. **"Business Hours"** means the hours between 8:30 am and 4:00 pm (Eastern time zone);
- 1.8. **"Cost of Borrowing"** means the County's notional cost of borrowing to fund the Program (set at the rate of foregone investment income to the County) charged to the Property by applying the Program Interest Rate to the Funding Amount over the Special Charge Term;
- 1.9. **"Completion Date"** means the date indicated in Appendix A1 by which the Work shall be completed, as that date may be extended pursuant to Section 7 of this POA;
- 1.10. **"Contractor"** means an insured person retained by the Property Owner to complete the Work;

- 1.11 "**Council**" means the Council of the Corporation of Municipality;
- 1.12 "**County Council**" means the Council of the Corporation of the County of Lanark;
- 1.13 "**Eligible Improvements**" means the energy efficiency, water conservation and renewable energy measures recommended in the Renovation Upgrade Report for the Property, as set out in Attachment 1 to Appendix F;
- 1.14 "**Energy Advisor**" means any energy advisor or expert in the field of energy efficiency who is working with a licensed Service Ontario organization in Canada;
- 1.15 "**Estimated Cost**" means the estimated cost of completion of the Intended Improvements as set out in Appendices A1 and F;
- 1.16 "**Estimated Lifetime**" means the estimated useful life of the Intended Improvements, as set out in Appendix A1;
- 1.17 "**Final Disbursement**" means the disbursement of the remaining portion of the Funding Amount not already disbursed as the Initial Disbursement by the County to the Property Owner, as calculated pursuant to Section 10 and set out in Appendix A2;
- 1.18 "**Funding Amount**" means the total funds provided to the Property Owner by the County under this POA, and calculated pursuant to Section 9 and set out in Appendix A2;
- 1.19 "**Funding Request**" means a request in the County's prescribed form that the Property Owner has completed and submitted to the County's satisfaction for funding for the Work, which completed request is attached as Appendix F to this POA;
- 1.20 "**Governmental Authority**" means any federal, provincial or municipal government, parliament, legislature, or any regulatory authority, agency, ministry, department, commission or board or other representative thereof, or any political subdivision thereof, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity, having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing (including, without limitation, any arbitrator);
- 1.21 "**Grant**" means any non-repayable funding received or to be received by the homeowner(s) from the County through the Program.
- 1.22 "**Incentive/Rebate**" means any money received or to be received from a utility company, Governmental Authority, or Crown or municipal corporation (including the Canadian Mortgage and Housing Corporation) in respect of one or more of the Actual Improvements, but excluding any money intended to

cover any portion of the cost of an energy assessment;

- 1.23 **"Initial Disbursement"** means disbursement to the Property Owner of the portion of the Funding Amount requested in the Funding Request of up to thirty (30%) percent of the Estimated Cost in advance of completion of the Work to be determined at the sole discretion of the County Treasurer, in accordance with Section 5. Eligible homeowners with larger projects or high energy cost burdens (whereas 6% or more of their after-tax income is spent on home energy bills) may be disbursed up to 50% in advance in the sole discretion of the County;
- 1.24 **"Intended Improvements"** means the Eligible Improvements intended to be undertaken to the Property under the Program as set out in Appendix F;
- 1.25 **"Lifetime"** means the effective useful life of the Work, as set out in Appendix A2;
- 1.26 **"Local Improvement Roll"** means the local improvement roll for the Property setting out the Special Charge (Actual), as prepared and corrected by the County and Municipality and certified by the Municipal Treasurer in accordance with the Regulation;
- 1.27 **"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, Chapter M.56, as amended;
- 1.28 **"Municipality"** Means the lower tier municipality where the subject property is located.
- 1.29 **"Payment Term"** means the time period over which the Property Owner will pay the Special Charge (Actual) commencing on the earlier of the date of first payment of the Special Charge (Actual) and the first payment due date for the Special Charge (Actual,) and ending upon full payment of the Special Charge (Actual);
- 1.30 **"Pre-Application"** means an application in the County's prescribed form that the Property Owner completed and submitted to the County's satisfaction and that confirmed the Property's eligibility to participate in the Program, which completed form is attached as Appendix E to this POA;
- 1.31 **"Pre-Authorized Property Tax Payment Program"** means the Municipality's payment program in which a Property Owner authorizes automatic withdrawals from their bank account to the Municipality to pay property taxes and other charges collected through the tax bill as they become due and owing;
- 1.32 **"Program Documents"** shall mean the documents comprising the Property Owner's request to participate in the Program consisting of the:
- 1.32.1 Pre-Application, attached as Appendix E;

1.32.2 Funding Request, attached as Appendix F; and

1.33 **"Program Interest Rate"** means the following annual interest rates corresponding to each of the following Special Charge Terms, which interest rate will be fixed for the duration of the Special Charge Term:

Special Charge Term	Effective Interest Rate (Annual)
5 years	2.75%
10 years	2.75%
15 years	2.75%
20 years	2.75%

1.34 **"Project Completion Report"** means a report, in the County's prescribed form, that the Property Owner will prepare and submit to the County's satisfaction by the Property Owner to the County following completion of the Work, for determination by the County, in accordance with this POA, of any Final Disbursement for which the Property qualifies, which completed report will be attached as Appendix G to this POA;

1.35 **"Property Owner-Provided Material"** means any written documentation or other material that the Property Owner provides to the County, including but not limited to the Program Documents;

1.36 **"Special Charge"** means a charge imposed by the Municipality on the Property pursuant Ontario Regulation 586/06 *Local Improvement Charges- Priority Lien Status*, as amended;

1.37 **"Special Charge (Actual)"** means the final Special Charge for the Property calculated in accordance with Section 11(1) of this POA and set out in Appendix B2, that the municipal Council will impose on the Property;

1.38 **"Special Charge (Estimated)"** means the estimated Special Charge for the Property based on the Intended Improvements, as set out in Appendix B1;

1.39 **"Special Charge Term"** means the period of five, ten, fifteen, or twenty years, as selected by the Property Owner on Appendix F (Funding Request), commencing from the first payment due date for the Special Charge (Actual), which term cannot exceed the Lifetime of the Work;

1.40 **"Substantially Performed"** shall mean when the Work is ready for use or is being used for the purposes intended in accordance with Section 2(1) and 2(2) of the Construction Act;

1.41 **"Term"** shall have the meaning ascribed to it in Section 2;

1.42 **"County-Provided Material"** means any written documentation or other material that the County makes available generally to the public or

specifically to the Property Owner in connection with the Program or this POA; and

1.43 **"Work"** means the Actual Improvements collectively.

## **2. Term**

2.1 This POA commences on the Effective Date and terminates at the end of the Payment Term. As provided by Section 20, the Term continues even if ownership of the Property transfers but, upon such transfer, the prior Property Owner may become eligible for a Release.

## **3. Interpretation**

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

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

3.2 Where there is a conflict between the language in any of the Appendices and this POA, the language of this POA shall prevail.

## **4. Property Owner's Initial Covenants**

The Property Owner covenants that the Property Owner:

- 4.1 is the lawful owner of the Property, and that if more than one person owns the Property, all Property Owners are parties to and have signed this POA;
- 4.2 understands and agrees that:
  - 4.1.1 the Special Charge (Estimated) as set out Appendix B1 is only an estimate of the Special Charge amount based on the Estimated Cost set out in Appendix A1;
  - 4.1.2 the County may provide the Property Owner from time to time with updated versions of Appendices A2 and B2 (as new information set forth in Appendices A2 and B2 becomes known) which shall form part of this POA automatically and without amendment and to which the Property Owner will then be bound except as otherwise provided in this POA;

- 4.1.3 the maximum Special Charge (Actual) eligible for the Property shall be \$40,000; and
  - 4.1.4 the Municipality and/or the County will advise the Property Owner of the Special Charge (Actual) pursuant to Section 16.
- 4.3 understands and agrees that by entering into this POA, completing and returning to the Municipality the Pre-Authorized Property Tax Payment Program Form attached as Appendix I, and providing a void blank cheque, the Municipality will automatically enroll the Property Owner in the Pre-Authorized Property Tax Payment Program, which payment program will apply to payment of the Special Charge (Actual), the property taxes payable on the Property, and any other charges that are payable through the Property's tax bill.

## **5. Initial Disbursement**

Prior to completion of the Work, the County will pay the Initial Disbursement indicated in Appendix A1 to the Property Owner provided that the Property Owner is in compliance with all pre-requisites of this POA to receive the Initial Disbursement.

## **6. Property Owner's Responsibility**

The Property Owner understands and agrees that:

- 6.1 It is the Property Owner's sole responsibility to notify all persons with a mortgage interest in the Property to participate in the Program.
- 6.2 It is the Property Owner's sole responsibility to complete the Work by retaining a Contractor(s) and to ensure that the Work is completed by the Completion Date.
- 6.3 The County and Municipality take no responsibility for and have no involvement in retaining a Contractor or any other person to complete the Work. The County and Municipality also take no responsibility for and have no involvement in the design or completion of the Work or in ensuring its completion, and the Property Owner is solely responsible for any action he or she may take that may impede or adversely affect the Contractor and the Contractor's ability to complete the Work in a timely manner. The Property Owner further understands and agrees that the County and Municipality have no responsibility or liability to the Contractor or to the Property Owner for the design or completion of the Work including, without limitation, any delays, errors, or defects in the design or completion of the Work, any negligence of the Contractor in the completion of the Work, the Contractor's failure to complete the Work, any payment or failure to make payment to the Contractor or any other person in respect of completion of the Work, and the discharge of any liens on the Property.
- 6.4 Neither Party is acting as an agent of the other for purposes of this POA.

- 6.5 It is the Property Owner's sole responsibility to make payments for the completion of the Work, and the County will make payments to the Property Owner only if all requirements for such payment have been met in accordance with this POA.
- 6.6 The County and Municipality are not liable for any failure of the Work to achieve the expected energy savings or to qualify for a Final Disbursement under the Program nor for any other impacts of the Work. The Property Owner further understands and agrees that the maximum Funding Amount under the Program is the lesser of the three amounts set out in Section 9 of this POA, and that the Property Owner may not receive payment from the County of all, or any, costs incurred by the Property Owner to complete the Work and all such Work is done at the Property Owner's sole risk and expense.

## **7. Completion Date**

- 7.1 Provided that the Property Owner notifies the County in writing by at least 4:00 pm on the Business Day that is at least 10 Business Days before the Completion Date that the Property Owner is unable to Substantially Perform the Work by the Completion Date, and provided further that the Property Owner indicates the reasons for the delay and makes available whatever additional written or verbal information the County requires, then the County retains the right in its discretion on a case by case basis to extend the Completion Date to a later date.

## **8. Approved Final Cost**

- 8.1 Within 14 days of the earlier of (a) the Work being Substantially Performed or (b) the Completion Date, the Property Owner shall provide the County with the Project Completion Report.
- 8.2 The County shall then verify the completeness and accuracy of the Project Completion Report and will disqualify the Property from any funding under this POA if the Project Completion Report is incomplete or, in the County's sole opinion, provides inadequate information to qualify for funding under this POA.
- 8.3 The County may, in its sole discretion, make any reasonable adjustments to the Actual Cost as evidenced on the Project Completion Report, and may inspect the Work in accordance with Section 23 of this POA. Upon submission of the Project Completion Report and its acceptance by the County the Project Completion Report shall form part of this POA automatically without the need for further amendment.
- 8.4 Actual Costs including equipment, materials, labour, and harmonized sales tax (HST), as verified and adjusted by the County in accordance with Subsections 8.2 and 8.3 above, will constitute the Approved Final Cost. The Approved Final Cost, once established by the County, is not subject to review or appeal.

## **9. Funding Amount**

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

- 9.1 the Approved Final Cost;
- 9.2 the Estimated Cost plus Five (5) per cent of the Estimated Cost; or
- 9.3 the highest dollar amount that will not cause the Special Charge (Actual) combined with the Grant to exceed \$40,000 , when the County calculates the Special Charge (Actual).

## **10. Final Disbursement**

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

The County will pay to the Property Owner the Final Disbursement within a reasonable period of time following receipt of the Project Completion Report, as determined by the County. Any County payment will be made by cheque payable to the Property Owner.

## **11. Special Charge**

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

After the Final Disbursement Amount is paid to the Property Owner, the County will calculate the Special Charge (Actual) for the Property.

The Special Charge (Actual) shall equal the sum of (a) the Funding Amount, less any non-repayable grants, and (b) the Cost of Borrowing.

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

The County will advise the Property Owner of the proposed Special Charge (Actual) pursuant to Section 15.

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

The Property Owner hereby irrevocably consents to the Special Charge (Actual) being levied by the Municipality on the Property pursuant to the Regulation, and agrees to pay the Special Charge (Actual) in equal annual amounts over the Special Charge Term, by making the required payments under the Pre-authorized Property Tax Payment Plan, if applicable at the municipality. The Property Owner understands that such payments will be in equal amounts, except for the final payment which may be greater or lower to address any remainder amounts.

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

At any time after the Special Charge (Actual) is levied on the Property by the Municipality, the Property Owner can discharge the Special Charge (Actual) and end the Payment Term by making a one-time single lump sum payment in an amount determined by the County and the Municipality. As permitted by Section 31 of the Regulation, the amount of the payment will be the present value of the Special Charge (Actual) still outstanding, calculated by the County and the Municipality using the Program Interest Rate as the discount rate.

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

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

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

The Property Owner shall:

- 12.1 Complete the Work by the Completion Date;
- 12.2 Remain enrolled and in good standing in the Municipality's Pre-authorized Property Tax Payment Program for the duration of the Payment Term;
- 12.3 Where the Property Owner does not complete the Work or otherwise does not put the Property in a position where the Municipality can impose the Special Charge on the Property, repay in its entirety all funds received from the County pursuant to this POA or under the Program within ten business days of receipt of a demand for payment from the County.
- 12.4 Provide the County access to all information related to energy usage and water consumption at the Property for the period commencing in the calendar year prior to the commencement of the Work through to five years following the Completion Date;
- 12.5 Complete the Utility Usage Release Forms attached in Appendix D and submit them to the County; and
- 12.6 Notify any party to whom the Property Owner plans to transfer the Property, whether a buyer or otherwise, in advance of such transfer that the Special Charge (Actual) has been, or will be, imposed on the Property pursuant to the Program and the Regulation.

## **13. Incentives/Rebates**

- 13.1 The Property Owner agrees to apply for all Incentives/Rebates for which the Property may be eligible, and agrees to provide the County prior to submission of the Project Completion Report with information on all Incentives for which it has applied, and for which it has been approved.
- 13.2 Where the Property Owner has sought or received Incentives/Rebates separate and apart from those disclosed to the County in advance of the County making the Final Disbursement so that the Property Owner had not made the County aware of any such Incentives/Rebates in time for the County to deduct the amount of such Incentives from the Final Disbursement, the Property Owner hereby irrevocably consents and assigns to the County all such Incentives/Rebates payable to the Property Owner, and agrees to direct the provider of the Incentive/Rebate to make payment of all such Incentives/Rebates to the County.

13.3 In addition, the Property Owner consents to the County communicating with the provider of such Incentive/Rebate any information pertaining to the Property Owner's request for or receipt of such Incentive/Rebate and to the Property Owner's application for and participation in the Program, including any information included in the Program Documents and Project Completion Report.

#### **14. Withdrawal**

14.1. The Property Owner may withdraw from this POA by completing the withdrawal form in Appendix H and submitting it to the County Clerk by mail or in person so long as such submission arrives date-stamped no later than eight business days from the date the Property Owner submitted the signed POA to the County by mail or in person.

#### **15. Notice of Local Improvement Roll/Special Charge**

- 15.1 The County shall give notice to the Property Owner of the proposed Local Improvement Roll before the Special Charge (Actual) is imposed. The proposed Local Improvement Roll shall set out the proposed Special Charge (Actual) to be levied on the Property in respect of the undertaking of the Work on the Property under this POA and under the Program.
- 15.2 Upon receipt of notice of the proposed Local Improvement Roll, the Property Owner has 21 days to provide to the County written objections or proposed revisions to the proposed Local Improvement Roll.
- 15.3 The Municipality's Treasurer shall consider any objections and proposed revisions to the proposed Local Improvement Roll as may be made by the Property Owner, and may make any corrections to the proposed Local Improvement Roll which the Treasurer considers fair and equitable as a result of such objections and proposed revisions. Once any such corrections are made, the Treasurer shall certify the Local Improvement Roll.
- 15.4 The certified Local Improvement Roll and the Special Charge (Actual) set out in it shall be final and binding on the Property, and the Work is conclusively deemed to have been lawfully undertaken in accordance with the Regulation.

## **16. Special Charges added to the Tax Roll**

- 16.1. Pursuant to the Regulation, once levied, the Special Charge (Actual) can be added by the Municipality to the tax roll for the Property. Once added to the tax roll the Special Charge (Actual) has the same priority to all other liens as property taxes, and will become an obligation of all subsequent owners of the Property.
- 16.2. The Municipality will note the full amount of the Special Charge (Actual) on the tax roll, and this amount will appear on any tax certificates requested for the Property.
- 16.3. The Special Charge (Actual) will be collected through the tax bill for the Property, and payment will be due and payable at the same time as property tax payments for the Property.
- 16.4. The portion of the Special Charge (Actual) annually payable will be added to the tax roll for the Property and will form a priority lien on the property if not paid when due.

## **17. Severed Lands**

Where the Property Owner seeks to sever or subdivide the Property, the Special Charge (Actual) shall be:

- 17.1 Reapportioned among the new lots in any manner the Municipality considers just and equitable, having regard to the relative degree of benefit received by each of the new lot, and a new special charge will be imposed on each of the new lots in the amount apportioned to each lot; or
- 17.2 Paid in full at the time of the Municipality approval for the severance as a condition of approval.

## **18. Corrections to Special Charges and to the Local Improvement Roll**

- 18.1. The Municipality may correct the Special Charge (Actual) pursuant to the Regulation, if the Municipal Treasurer determines that the Special Charge (Actual) is incorrect due to a gross or manifest error or where the County Treasurer requests a correction.
- 18.2. The Municipal Treasurer will make any amendments and corrections to the Local Improvement Roll to reflect any correction to the Special Charge (Actual) made pursuant to subsection 18.1, and any apportionment of a Special Charge (Actual) pursuant to Section 17, and shall certify the corrected Local Improvement Roll.

## **19. Late Payment Penalties and Events of Default**

- 19.1. If the Property Owner fails to make any payment owing to the Municipality under this POA on the date it becomes due, the payment is subject to the following

late payment penalties:

- 19.1.1. a \$45 fee for non-sufficient funds being in the Property Owner's account under the Pre-authorized Property Tax Payment Program;
  - 19.1.2. an additional 1.25% of the unpaid amount on the first day of each month thereafter that the amount remains outstanding.
- 19.2. The Municipality may declare that an event of default has occurred (an "Event of Default") if the Property Owner:
- 19.2.1. fails to meet any of its obligations under this POA, including without limitation:
    - (i) failure to make any payment to the Municipality as it becomes due;
    - (ii) failure to reimburse the Municipality all portions of the Funding Amount that the County has provided to the Property Owner in accordance with Section 10 in the event that the Property Owner has not completed the Work or otherwise has not put the Property in a position for the Municipality to apply a Special Charge; or
    - (iii) failure to adhere to its confidentiality obligations under this POA; or
  - 19.2.2. makes false or misleading representations or submits false or misleading information to the Municipality or County.
- 19.3 In the event that the Municipality has declared that an Event of Default has occurred, the Municipality or County may immediately, in their joint discretion, exercise one or more of the following remedies:
- 19.3.2 terminate their obligations under this POA and, if applicable, demand repayment of all monies provided under this POA to the Property Owner to date;
  - 19.3.3 pursue a court action to recover all damages and/or demand specific performance; and
  - 19.3.4 add to the property tax roll for the Property the Initial Disbursement as a fee, as provided for in Section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25., owed to the County pursuant to this POA.

## **20. Sale and Release**

- 20.1. The Property Owner shall have the unfettered right to sell, transfer, charge, and mortgage, encumber or otherwise deal with the Property without the prior consent of the County and Municipality.
- 20.2. In the event the Property is transferred to a new owner, the Property Owner shall continue to be liable to the County and Municipality for all Property Owner obligations and liabilities under this POA until the County and Municipality signs the Assignment, Novation and Release, thereby releasing the Property Owner from obligations and liabilities under this POA.
- 20.3. The County and Municipality shall not sign the Assignment, Novation and Release until all of the following conditions are met to the satisfaction of the County and Municipality:
  - 20.3.1. the Property Owner provides the County and Municipality with a registered copy of the Transfer of the Property from the Property Owner to a new owner;
  - 20.3.2. the Special Charge (Actual) and other amounts due and owing under this POA for the portion of the Payment Term during which the Property Owner owned the Property are fully paid; and
  - 20.3.3. the Property Owner provides the County and Municipality with an original Assignment, Novation and Release in the form attached as Appendix D, executed by the Property Owner and the new owner.
- 20.4. The Property Owner acknowledges that nothing in this POA interferes with the Municipality's rights, benefits and powers under the Regulation with respect to the Property or the Special Charge (Actual), and that the Municipality shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities thereunder.

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

- 21.1. Ownership and Compelled Disclosure of Property Owner-Provided Material Once in the possession and/or under the control of the County, any Property Owner-Provided Material becomes the property of the County and, consequently, subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"). Pursuant to MFIPPA, the public has a right to seek access to these documents, in whole or in part, which the County must then disclose in accordance with the provisions of MFIPPA. Please note that those provisions safeguard against disclosure of personal information but exceptions to such safeguards do apply.

Moreover, the County may be required to disclose these documents pursuant to other Applicable Laws and Requirements regarding disclosure of information and production of documents, including (but not limited to) the Federal Courts Rules, the Ontario Rules of Civil Procedure, the Criminal Code of Canada, subpoenas

and summonses to witness, court orders, and any other federal, provincial or municipal statutory power that compels the County to disclose such information and documents.

- 21.2. The County reserves the right to make all final disclosure decisions including those pursuant to MFIPPA.

## **22. Ownership and Confidentiality of County-Provided Materials**

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

- 22.1.1. is and shall remain the property of the County;

- 22.1.2. must be treated by the Property Owner as confidential and not disclosed to anyone other than the Property Owner or County and municipal staff (which does not include County Council Members) without written consent from the County and municipality unless such County-Provided Material was obtained in a manner available generally to the public (such as from the County's website); and

- 22.1.3. other than in connection with the Program, must not be used or disseminated by the Property Owner for any purpose, including (but not limited to) for purposes of lobbying on this or related matters without the express written permission of the County.

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

## **23. Audit**

- 23.1. The County may audit this POA and related records. The Property Owner shall at all times during the term of the POA, and for a period of two (2) years following the Payment Term, keep and maintain records of the Work performed pursuant to this POA. This shall include proper records of invoices, vouchers, Incentives/Rebates, timesheets, and other documents that support actions taken by the Property Owner. The Property Owner shall at its own expense make such records available for inspection and audit by the County at all reasonable times.

## **24. Inspection**

- 24.1. Until the date that is three (3) years from the Completion Date, the County reserves the right, upon 14 days written notice to the Property Owner, to have a County Official or third party contractor retained by the County inspect the Work. Such inspection is solely for the purpose of verifying the Work stated in the Project Completion Report. By conducting such inspection, the County is not making any representations or warranties with respect to the Work and is not liable for any aspect of the Work.

## **25. Indemnities**

- 25.1. The Property Owner indemnifies and saves harmless the County of Lanark, its Warden, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Property Owner's performance or non-performance of its obligations, including breach of any confidentiality obligations under the POA or infringement, actual or alleged of any Canadian, American or other copyright, moral right, trademark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.
- 25.2. Upon assuming the defense of any action covered under this section the Property Owner shall keep the County reasonably informed of the status of the matter, and the Property Owner shall make no admission of liability or fault on the County's part without the County's written permission.

## **26. Survival**

- 26.1. In addition to any obligations set forth in this POA that by their nature survive the completion of the Work or termination of this POA or otherwise expressly survive, those obligations set forth in Sections 22 (Ownership and Confidentiality of County-Provided Material), 23 (Audit), and 25 (Indemnities) shall continue to bind the Property Owner notwithstanding the completion of the Payment Term, the release by the County of the Property Owner of its obligations under this POA, or the termination of this POA.

## **27. Severability**

- 27.1. If any provision of this POA or the application thereof to any person or circumstances is found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, such provision shall be deemed severable and all other provisions of this POA shall be deemed to be separate and independent therefrom and continue in full force and effect.

## **28. Further Assurances**

- 28.1. The Property Owner agrees that it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and the execution of all such further documents (including waivers of moral rights) as are within its power to cause the doing or execution of, as the County may from time to time reasonably request, in writing, and as may be necessary or desirable to give full effect to this POA.

## **29. Notices**

- 29.1. Any demand or notice to be given pursuant to this POA shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid

registered mail addressed to such party as follows:

29.2. In the case of the County:

County of Lanark  
99 Christie Lake Rd  
Perth, ON K7H 3C6  
Attention: County Clerk

29.3. In case of the municipality:

XXXXXXX  
XXXXXXX  
XXXXXXX

29.4. In the case of the Property Owner, to the Primary Contact indicated in the Pre-Application or to such other addresses as the Parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in Lanark County affecting the delivery or handling thereof, on the day following three business days following the date of mailing.

### **30. Successors and Assigns**

30.1. The POA shall endure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

### **31. Appendices**

31.1. The Appendices to this POA shall constitute an integral part of this POA and all expressions defined in this POA shall have the same meanings in such attachments. In the case of a conflict between the body of this POA and any attachment, the provisions of the body of this POA shall take precedence.

### **32. Governing Law**

32.1. This POA shall be governed by the laws of the Province of Ontario. Any dispute arising out of this POA will be determined by a court of competent jurisdiction in the Province of Ontario.

### **33. Entire POA**

33.1. The POA forms the entire agreement between the Parties. In the event of conflict or inconsistency between the POA and any other agreement between the Parties, the POA shall prevail.

**34. Amendments**

34.1. The Parties can mutually agree to amend this POA.

**35. Headings, subheadings, index numbers, reference numbers**

35.1. All headings, subheadings, index and reference numbers in POA and attachments are given for the convenience of the Parties and as such must be taken only as a general guide to the items referred to and not relied upon. It must not be assumed that such numbering is the only reference to each item, but the POA as a whole must be fully read in detail for each item.



**APPENDIX B1  
SPECIAL CHARGE -- ESTIMATED**

The Special Charge (Estimated)<sup>2</sup> is \$AMOUNT.

The Special Charge (Estimated) was calculated as follows:

Special Charge Term	Years
Program Interest Rate	2.75%
Estimated Funding Amount (less the Grant)	\$AMOUNT
Cost of Borrowing	\$0.00
Special Charge (Estimated)	\$AMOUNT
Scheduled Payment Amount (Estimated) To be determined by municipal policies	\$AMOUNT

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<sup>2</sup> As per Section 15 of the POA, the County will notify the Property Owner of the Special Charge (Actual) prior to certification of the charge and adoption of the by-law to impose the charge on the Property

**APPENDIX B2**  
**SPECIAL CHARGE – ACTUAL**  
(to be filled out after project is complete)

The Special Charge (Actual) is \$**AMOUNT**.

The Special Charge (Actual) was calculated as follows:

Special Charge Term	<b>Years</b>
Program Interest Rate	<b>2.75%</b>
Actual Funding Amount (less the Grant)	<b>\$AMOUNT</b>
Cost of Borrowing	<b>\$0.00</b>
Special Charge (Estimated)	<b>\$AMOUNT</b>
Scheduled Payment Amount (Estimated) To be determined by municipal policies	<b>\$AMOUNT</b>

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Treasurer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipal Treasurer Signature

\_\_\_\_\_  
Date

**APPENDIX C**  
**FORM OF ASSIGNMENT, NOVATION, AND RELEASE**

*(The current Property Owner of the Property can reproduce and use this form to satisfy the requirements in Section 20 (Sale and Release).*

*Please inquire with County staff if an electronic version is needed.)*

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**A M O N G:**

\_\_\_\_\_  
(the “**Assignor**”)

- and -

\_\_\_\_\_  
(the “**Assignee**”)

- and -

\_\_\_\_\_  
The Corporation of the County of Lanark  
(the “**County**”)

- and -

\_\_\_\_\_  
The Corporation of the Municipality of Mississippi Mills  
(the “**Municipality**”)

**WHEREAS:**

- A. Pursuant to Municipality Authorizing By-Law here, the Assignor applied to participate in the County’s Program and consequently, entered into a Property Owner Agreement with the County and the Municipality on \_\_\_\_\_ (the “POA”), a copy of which is attached as Schedule A, to obtain funding for energy efficiency and water conservation improvements at the Property (the “Funding Amount”);
- B. The Municipality adopted By-Law \_\_\_\_\_ (the “Bylaw”) to impose on the Property a Special Charge in the amount of \$ \_\_\_\_\_ that requires the owner of the Property to repay the Funding Amount, together with the Cost of Borrowing;
- C. The POA includes additional obligations that are separate and apart from the obligation to repay the Special Charge (Actual) that the Bylaw has imposed on the Property

**NOW THEREFORE** in consideration of the transfer of the Property from the Assignor to the

Assignee, the County and Municipality's release of the Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used in this POA shall have the respective meanings ascribed to them in the POA.
2. **Assignment of POA.** The Assignor does hereby absolutely and unconditionally assign, novate, transfer, set over and convey unto the Assignee, for its sole use and benefit, all of the Assignor's right, title, interest, obligations and liabilities in, to and under the POA from and after the date hereof.
3. **Assumption of POA.** The Assignee hereby accepts this assignment contained in Section 2 hereof and covenants and agrees with the Assignor that, from and after the date hereof, the Assignee assumes and is responsible for and will perform, observe, satisfy, discharge and pay as and when due the obligations and liabilities of the Assignor under the POA arising from and after the date hereof.
4. **Consent of County and Municipality.** The County and Municipality (in its capacity as an existing party under the POA), effective from and after the date hereof, hereby consents to the assignment of all the Assignor's right, interest, obligations and liabilities in, to and under the POA, and accepts in full satisfaction the Assignee as a party to the POA in substitution for the Assignor.
5. **Agreement between the County, Municipality and Assignee.** The Assignee covenants with the County and Municipality that the Assignee will perform, observe, satisfy, discharge and pay as a when due the obligations and liabilities of the Property Owner under the POA arising from and after the date hereof. Among other things, the Assignee will provide information necessary for automatic enrolment in the Pre-Authorized Property Tax Payment Program as discussed further in the POA.
6. **Release of the Assignor.** In accordance with Section 20 of the POA, the County and Township hereby releases and discharges the Assignor of and from the observance and performance of the covenants, agreements and obligations under the POA, effective from and after the date hereof.
7. **Joint and Several Liability.** The liability of each entity comprising the Assignee hereunder shall be joint and several.
8. **Successors and Assigns.** This Assignment, Novation and Release shall enure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. **Governing Law.** This Assignment, Novation and Release shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
10. **Counterparts.** This Assignment, Novation and Release may be executed in

several counterparts and by facsimile transmission of an originally executed document, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

- 11. **Further Assurances.** Each of the Parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Assignment, Novation and Release.
- 12. **Headings, Extended Meanings.** The headings in this Assignment, Novation and Release are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Assignment, Novation and Release, words importing the singular include the plural and *vice versa*; words importing the masculine gender include the feminine gender and vice versa; and words importing persons include firms or corporations and *vice versa*.

**IN WITNESS WHEREOF** the Parties hereto have executed this Assignment, Novation and Release as of the date first above-written.

**ASSIGNOR**

In the presence of:

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness name:

**ASSIGNEE**

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness name:

**THE CORPORATION OF THE COUNTY OF LANARK**

By: \_\_\_\_\_  
Name:

**THE CORPORATION OF MUNICIPALITY OF MISSISSIPPI MILLS**

By: \_\_\_\_\_  
Name:



**Attach copy of the POA and mark it Schedule "**

**APPENDIX D  
UTILITY USAGE RELEASE FORM**

I am the person responsible for utility accounts at Address in XXXX, Ontario (the "Property") and am authorized to consent to the release of utility account information for the Property to the County of Lanark (the "County").

As part of my participation in the County's Residential Retrofit Program, I hereby authorize the County to access to utility usage and cost data with permissions to view, and not make any account changes for the following accounts for the Property:

Hydro One account # \_\_\_\_\_  
Ottawa River Power Corporation account # \_\_\_\_\_  
Enbridge Gas Distribution account # \_\_\_\_\_  
Fuel oil  or Propane  provider name \_\_\_\_\_  
and account # \_\_\_\_\_ If private well –  
check box

and all related historical data, including but not limited to consumption, type of reading and costs for the address listed above for a period of up to 12 months prior to the Project Start Date as specified in Appendix F, and ending five (5) years after. The County will contact the utility provider to request the data.

I also request that electronic copies of the bills for these accounts be sent to the County. I understand that there will be no charge to me for this service.

I \_\_\_\_\_ authorize the utility providers checked above to release the information for the account numbers listed above and/or on the attached utility bills to the County for the purpose of the County's Residential Retrofit Program and related studies. I understand that where the County uses this information in publications or presentations, any information relating to the Property will be presented in a manner which aggregates the data and/or does not allow individual buildings to be identified, unless otherwise agreed to in writing by the owner or person responsible for the utility accounts at the Property.

If the County is unsuccessful in obtaining utility usage and cost data from the utility providers checked above, I agree to release the requested data to the County directly.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**Consent to Disclose Electricity Account Data**

I am the customer of record for my electricity account(s) at **Address** in **XXXX**, Ontario (the "Property") and am authorized to consent to the release of the following electricity account information (the "Electricity Account Data") for the Property.

- ✓ Historical consumption data
- ✓ Historical billing/cost data

I \_\_\_\_\_ hereby consent and authorize Hydro One/Ottawa River power Corporation to release to Company identified below my Electricity Account Data for the designated period commencing one year before the Project Start Date as specified in Appendix F, and ending five years later for the purpose of monitoring and evaluating electricity consumption as part of the customer's participation in Lanark County's Residential Retrofit Program and any related services, studies, publications or presentations.

I understand and agree that such Electricity Account Data may reveal information about the way electricity is used at the Property. I also understand and agree that once the data has been provided to Company, Hydro One/Ottawa River Power Corporation will have no control over and no responsibility for the Company's use of the Electricity Account Data. Hydro One/Ottawa River Power Corporation shall not be responsible for monitoring or taking any steps to ensure that Company is maintaining the confidentiality of the Electricity Account Data or is using the Electricity Account Data as intended by me.

**Authorized Recipient of Electricity Account Data ("Company"):**

The Corporation of the County of Lanark

By my signature, I affirm that I am the customer of record. I agree that this consent, whether in paper or electronic form, may be signed electronically and it will be considered valid and authentic as if an original signature.

If the County is unsuccessful in obtaining utility usage and cost data from the utility providers checked above, I agree to release the requested data to the County directly.

\_\_\_\_\_  
Signature of Customer of Record

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



**\* Although every attempt is made to ensure the accuracy of the customer's Electricity Account Data, Ottawa River Power Corporation/Hydro One and its Affiliates (as such term is defined in the *Business Corporations Act* (Ontario)) shall not be liable under any circumstances for any losses, liabilities, claims, causes of action and/or expenses that may arise from any errors or omissions contained in such information or data or that may result from anyone using this information or data**



## APPENDIX E

### Better Homes Lanark Pre-Application Form

#### Overview

Welcome to the County of Lanark's Better Homes Lanark program (the "Program"). The purpose of this Application is to determine eligibility for the Program funding to undertake energy efficiency, water conservation, and renewable energy works to your property. Please complete the following form and submit it to the County. A homeowner will have 12 months from the date the County issues Notice to Proceed to complete their retrofit project. Extensions may be granted for valid reasons and provided the Program is continuing. Further instructions on how to submit this application are found below.

Please direct any questions to the Better Homes Lanark Program Coordinator by emailing [eboldt@lanarkcounty.ca](mailto:eboldt@lanarkcounty.ca) or by calling 613-267-4200 x. 3105.

#### How to submit the Application

Choose one of the following methods

- Submit electronically by filling out the form below.
- Mail or hand deliver a hardcopy of this form to:  
Elizabeth Boldt, Better Homes Lanark Program Coordinator  
99 Christie Lake Road  
Perth, ON  
K7H 3C6

#### What's next?

Upon receipt of your completed application, the Program Coordinator will review your form to determine the property's eligibility based on the following:

- Property type, location, and verification of property ownership
- Status of your property tax and utility bill payments
- Evidence of mortgage lender notification (where applicable)

After completion of the review, if you meet the Program eligibility requirements, the Program Coordinator will provide you with a Notice of Eligibility letter that identifies:

- The maximum eligible funding amount for your project
- A file reference number for tracking your application as you proceed
- Information for arranging a Pre-Retrofit Home EnerGuide Assessment and subsequent Renovation Upgrade Report through an NRCan-approved Certified Energy Advisor. You can include the cost of the assessment in the funding request if you proceed with a retrofit project.
- Information for contacting the Retrofit Coach to arrange your free required Energy Coaching Session once you have received the Renovation Upgrade Report from the Certified Energy

99 Christie Lake Road, Perth, ON K7H 3C6, [www.lanarkcounty.ca](http://www.lanarkcounty.ca)



Advisor.

**A. Applicant Information**

***i. Applicant Primary Contact***

The person to whom all communication (i.e., letters, emails), including any legal notices under the Property Owner Agreement with the County, will be directed (the “Primary Contact”).

Primary Contact: \_\_\_\_\_

Mailing Address (street number, street name): \_\_\_\_\_

City/Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Relationship to Property:

Owner

Manager

Tenant

Other (specify): \_\_\_\_\_

Preferred method of communication:

Telephone

Email

Mail

***ii. Legal Name(s) of Property Owner(s)***

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 Better Homes Lanark (the “Property Owner”).

Name of Property Owner 1: \_\_\_\_\_

Name of Property Owner 2: \_\_\_\_\_

Name of Property Owner 3: \_\_\_\_\_



**B. Property Information**

***i. Property Identifying Information (the "Property")***

Only properties located within a lower-tier municipality of the County of Lanark with a Local Improvement Charge By-Law can participate in Better Homes Lanark. Please identify the Property you are interested in improving.

Property address (street number, street name): \_\_\_\_\_

City/Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Assessment Roll Number\*: \_\_\_\_\_

\* You can find your assessment roll number by looking at the top left corner of your property tax bill. Provide the first 15 digits only.

***ii. Property Type***

What best describes your Property?

- Fully detached
- Semi-detached
- Townhouse

***iii. Utility Information***

What is the primary fuel used to heat the Property?

- Natural gas
- Electricity
- Oil
- Propane
- Wood/Pellet
- Other (specify): \_\_\_\_\_

Who pays the heating bills for the Property (natural gas, oil, propane, etc.)? Check all that apply.

- Owner
- Tenant
- Third Party (i.e., property manager)

Who pays the electricity bill for the Property? Check all that apply.

- Owner
- Tenant
- Third Party (i.e., property manager)

Who pays the water bill for the Property? Check all that apply.

99 Christie Lake Road, Perth, ON K7H 3C6, [www.lanarkcounty.ca](http://www.lanarkcounty.ca)



- Owner
- Tenant
- Third Party (i.e., property manager)

**C. Mortgage Lender Information**

For properties that are subject to a mortgage(s), it is the responsibility of the Property Owner(s) to confirm notification of the mortgage lenders. The County has a standard notification letter for program participants to provide to their mortgage lenders.

Is the Property subject to a mortgage?

- Yes
- No

If you answered “yes” to the previous question, then list the lender(s) holding the mortgage(s).

Name of Financial Institution 1: \_\_\_\_\_

Name of Financial Institution 2: \_\_\_\_\_

Note: The County is not responsible or liable for any breach of mortgage terms with any pre-existing lenders. It is the homeowner’s responsibility to confirm that contracts with pre-existing lenders are followed.

**D. Past Properties**

Please list the addresses of properties in Lanark County where, in the past 5 years, you have been named on the property tax bill and/or the water bill.

Full Address	Start Date	End Date

**E. How did you hear about Better Homes Lanark?**

How did you first hear about Better Homes Lanark? \_\_\_\_\_



**F. Applicant Signature**

I, \_\_\_\_\_, on behalf of the Property Owner(s) hereby:

- Attest to having obtained consent from all property owners on registered title for the property to participate in the Program and am authorized to sign this document on behalf of all other property owners;
- Attest that all the information submitted as part of this application is truthful and accurate;
- Have read and understand the Better Homes Lanark program documents and consent to the participation of the Property in the Program;
- Understand and agree that any funding received under Better Homes Lanark will be repaid to the County by payment of a special charge added to the Property's tax account by the municipality in which the Property residents; and
- Understand that the County may verify that the information provided above is accurate and has the right to terminate this application if the information is found to be inaccurate.

\_\_\_\_\_  
Applicant Full Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date (yyyy-mm-dd)



**APPENDIX F**  
**Better Homes Lanark Funding Request Form**

**Overview**

The Funding Request is the second step of the application process to access funding from the County of Lanark’s Better Homes Lanark program (the “Program”). **Applicants are required to first complete the Pre-Application form, obtain a Better Homes Lanark File Reference Number, and contact the Retrofit Coach before proceeding to this step.**

This checklist is provided to assist Applicants in preparing the required items for submission to the County as part of the Funding Request form:

<b>Information to Provide</b>	<b>Instructions</b>	<b>Complete (yes/no)?</b>
<b>List of intended energy and non-energy improvements</b>	In Attachment 1 and 2, indicate which of the eligible improvements you intend to install. Be sure to include air sealing if recommended in the EnerGuide assessment.	
<b>Estimated costs of intended energy and non-energy improvements</b>	In Attachment 1 and 2, provide descriptions and cost estimates obtained from contractors for the improvements you intend to install. Attach copies of all quotes/cost estimates received from contractors.	
<b>Renovation upgrade report</b>	For Attachment 3, submit a copy of your Renovation Upgrade Report with the EnerGuide rating that is provided by a Certified Energy Advisor (CEA) registered by Natural Resources Canada (“NRCan”) and that includes the items indicated in Section A.	
<b>Required pre-authorized tax payment plan information</b>	Submit a pre-authorized tax payment plan form from your appropriate municipality or confirmation of another payment option as approved by the municipality.	
<b>Proof of energy cost burden</b>	For Attachment 4, if requesting grants related to high energy cost burden of equal to or greater than 6%, provide the previous year’s Canadian Revenue Agency Tax Assessment and utility bills and/or fuel invoices for the full year.	

**Copies of contractor estimates for the eligible improvements you intend to install are required as part of the Funding Request submission.**

Please direct any questions to the Better Homes Lanark Program Coordinator by emailing



[eboldt@lanarkcounty.ca](mailto:eboldt@lanarkcounty.ca) or by calling 613-267-4200 x. 3105.

### How to submit the Funding Request form

Choose one of the following methods to submit the Funding Request form:

- Submit electronically by filling out the form below.
- Mail or hand deliver a hardcopy of this form to:  
Elizabeth Boldt, Better Homes Lanark Program Coordinator  
99 Christie Lake Road  
Perth, ON  
K7H 3C6

### What's next?

Upon receipt of your completed Funding Request, the Program Coordinator will review your form to:

- Confirm the eligibility of the improvements you intend to install;
- Verify the reasonability of the retrofit and labour costs by consulting manufacturer pricing and prevailing labour rates;
- Derive the funding amount up to the maximum of \$40,000 and a minimum of \$10,000;
- Prepare a Property Owner Agreement ("POA") for the homeowners, municipality and county to review and sign.

Once all Property Owner(s) and municipalities have signed the POA, the applicant can then:

- Proceed with engaging contractors and completing the improvements; and
- Be eligible for an initial disbursement of 30% of eligible funds, if requested. Eligible homeowners with larger projects or high energy cost burdens (whereas 6% or more of their after-tax income is spent on home energy bills) may be disbursed up to 50% in advance.

### A. Applicant Information

Better Homes Lanark File Reference Number: \_\_\_\_\_

Full Property Address: \_\_\_\_\_

### B. Renovation Upgrade Report

Please submit with this Funding Request a copy of the Renovation Upgrade Report that the Certified Energy Advisor provided to you following your home energy evaluation.



The Renovation Upgrade Report must include:

1. The current NRCan EnerGuide rating for the home;
2. Recommended improvements that have been customized for the home based on existing conditions which could potentially improve the NRCan EnerGuide rating of the home and achieve the 30% greenhouse gas emissions or energy consumption reductions threshold;
3. The estimated useful life of the proposed improvement(s); and
4. The estimated energy cost savings and greenhouse gas emissions or energy consumption reductions that may be realized after installing the recommended improvements.

Note: The attached Renovation Upgrade Report is part of this Funding Request form and its contents are incorporated into this Funding Request form as if fully stated on the form directly.

### **C. Project Details**

#### ***i. Project Timeframe***

The County will use the dates provided in this section to establish key dates for the Property Owner Agreement.

Expected project start date (yyyy-mm-dd): \_\_\_\_\_

Expected project completion date (yyyy-mm-dd): \_\_\_\_\_

#### ***ii. Intended Project Details Table – Attachment 1***

Please use the attached table (Attachment 1) to provide details about the improvements that will be included in the project for which you are seeking funding through Better Homes Lanark.

### **D. Program Interest Rates and Terms**

#### ***i. Loan Terms***

Better Homes Lanark offers loan terms in 5-year increments, aligned with the longest expected useful life of the intended improvements, up to a maximum of 20 years.

Please selected your preferred loan term:

- 5 years
- 10 years
- 15 years
- 20 years

#### ***ii. Interest Rate***

Better Homes Lanark offers a competitive interest rate of 2.75%. The interest rate is fixed and



will not fluctuate over the term.

**iii. Early Repayment Options**

At any time during the term of the loan, the Property Owner may pay the outstanding balance, without penalty, to clear the loan from the property.

**E. Disbursement of Funds**

Applicants have the option of receiving an initial disbursement of funds prior to completing their project to pay for materials or secure a contractor (i.e., security deposit). This initial payment is 30% of the total eligible funding amount and is available after signing the Property Owner Agreement and before completing your project. Eligible homeowners with larger projects or high energy cost burdens (whereas 6% or more of their after-tax income is spent on home energy bills) may be disbursed up to 50% in advance.

Please check this box if you request an initial disbursement of 30% of funds to initiate your project.

Please check this box if you request an initial disbursement of 50% of funds to initiate your project.

Note: A final disbursement is provided only upon County approval of your completed Project Completion Report in accordance with the terms and conditions of your Property Owner Agreement. If you have not submitted a project Completion Report within 12 months of the date of this Funding Request form without arranging for an extension, the County will deem the application void. After 18 months, any initial disbursement funds advanced to the homeowner will be deemed due and payable and the County will proceed to collect the funds using any authority provided to it through this program, policies and legislation.



**Attachment 1 – Intended Project Details Table**

✓	Intended Energy Improvements	Description	Contractor Name	Estimated Cost
Select only those improvements identified as eligible under Better Homes Lanark that the Property Owner(s) intends to complete		i.e., equipment make/model, materials, efficiency rating	Identify the name of the Contractor's company providing a cost estimate	Indicate the Estimated Cost for each improvement based on Contractor estimates, including equipment, materials, labour and HST
		Upgraded R-Value	Contractor Name	Estimated Cost
<input type="checkbox"/>	Exterior Wall Insulation			
<input type="checkbox"/>	Attic Insulation			
<input type="checkbox"/>	Cathedral/Flat Ceiling Insulation			
<input type="checkbox"/>	Basement Insulation			
<input type="checkbox"/>	Basement Header Insulation			
		Make/Model/Efficiency	Contractor Name	Estimated Cost
<input type="checkbox"/>	Heat Pump – Air Source			
<input type="checkbox"/>	Heat Pump – Ground Source			
<input type="checkbox"/>	Electric or Heat Pump Water Heater			
<input type="checkbox"/>	Heat Recovery/Energy Recovery Ventilator			
<input type="checkbox"/>	Drain Water Heat Recovery System			
		# of Energy Star Rated	Contractor Name	Estimated Cost
<input type="checkbox"/>	Window(s) or Window Inserts			
<input type="checkbox"/>	Exterior Door(s)			



		Yes or No	Contractor Name	Estimated Cost
<input type="checkbox"/>	<b>Air Sealing</b>			
		System Capacity (kWh)	Contractor Name	Estimated Cost
<input type="checkbox"/>	<b>Renewable Energy Technology</b>			
		Describe	Contractor Name	Estimated Cost
<input type="checkbox"/>	<b>Secondary Suite</b>			
<input type="checkbox"/>	<b>Other:</b>			
<b>Total Estimated Costs of Intended Energy Improvements (A)</b>				

<input checked="" type="checkbox"/>	<b>Intended Non-Energy Improvements</b>	Description	Contractor Name	Estimated Cost
	Non-energy improvements are subject to a cap of 30% of the total cost of an individual home upgrade project. Select only those improvements identified as eligible under Better Homes Lanark that the Property Owner(s) intends to complete.	i.e., equipment make/model, materials, efficiency rating	Identify the name of the Contractor's company providing a cost estimate	Indicate the Estimated Cost for each improvement based on Contractor estimates, including equipment, materials, labour and HST
		Description	Contractor Name	Estimated Cost
<input type="checkbox"/>	<b>Water Efficiency Improvements</b>			
<input type="checkbox"/>	<b>Back Up Generator</b>			
<input type="checkbox"/>	<b>Roof Storm Damage Prevention Measures</b>			

# LANARK COUNTY

<input type="checkbox"/>	<b>Flood Prevention Measures</b>			
<input type="checkbox"/>	<b>Alternative Energy</b>			
<input type="checkbox"/>	<b>Other:</b>			
<b>Total Estimated Costs of Intended Non-Energy Improvements (B)</b>				
<b>Total Estimated Costs of Intended Energy and Non-Energy Improvements (C)</b>				



**Attachment 2 – Expected Incentives/Rebates**

✓	Expected Incentives/Rebates	Estimated Cost
Select only those incentives and rebates the Property Owner(s) are eligible and expected to receive.		Identify the estimated dollar amount.
<input type="checkbox"/>	<b>Enbridge Gas Home Efficiency Rebate</b>	
<input type="checkbox"/>	<b>Enbridge Gas Home Efficiency Rebate Plus</b>	
<input type="checkbox"/>	<b>NRCan Oil to Heat Pump Affordability Program</b>	
<input type="checkbox"/>	<b>NRCan Canada Greener Home Loan</b>	
<input type="checkbox"/>	<b>Smart Thermostat Rebate</b>	
<input type="checkbox"/>	<b>Other:</b>	
<b>Total Estimated Incentives/Rebates (D)</b>		

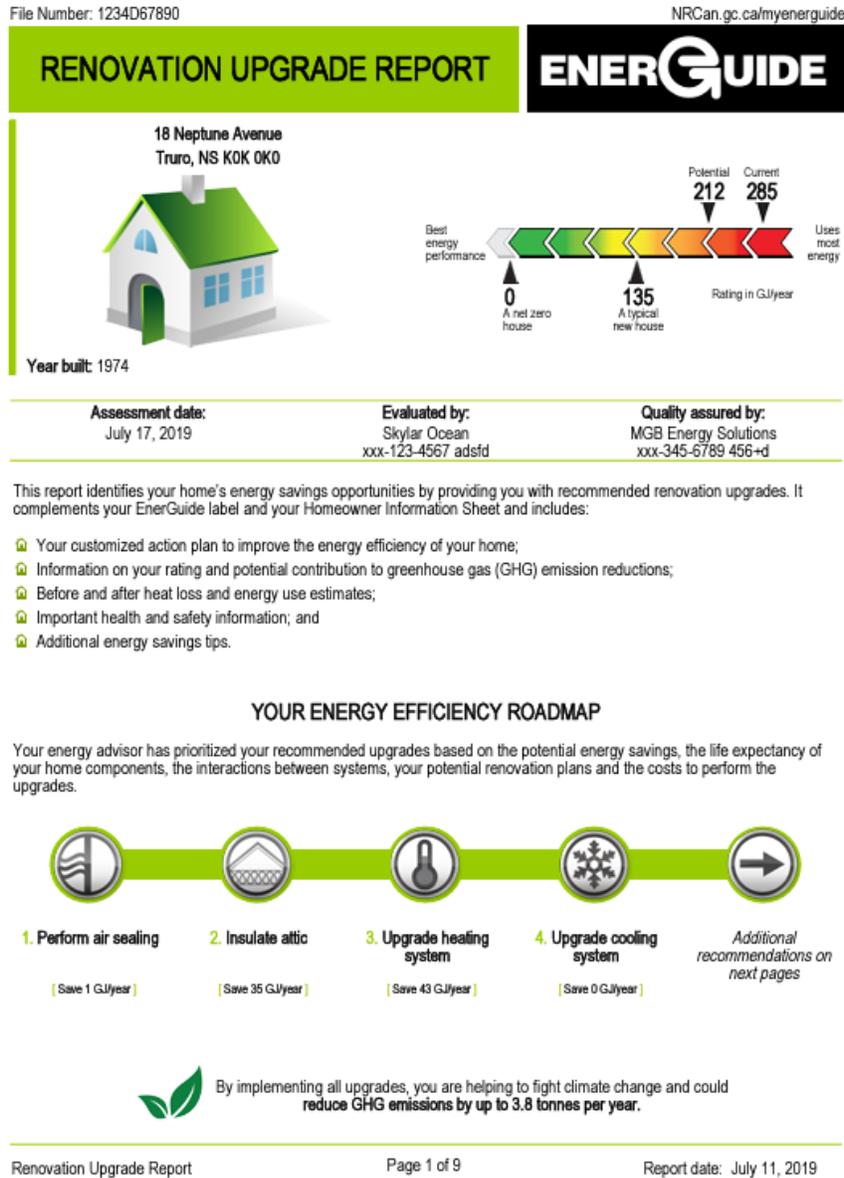
**F – Estimated Costs and Incentives**

Please complete the following table to provide details about the amount of funding requested from the Program based on the improvements described in Attachment 1 and Incentives/Rebates described in Attachment 2.

<b>Total Estimated Costs of Intended Energy and Non-Energy Improvements (C)</b>	
<b>Less: Total Estimated Incentives/Rebates (D)</b>	
<b>Total Estimated Funding Amount</b>	

## Attachment 3 – Renovation Upgrade Report

[Include a copy of the reports provided by the Certified Energy Advisor. Sample below.]





### **Attachment 4 – Proof of Energy Cost Burden**

[If requesting grants related to high energy cost burden of equal to or greater than 6%, provide the previous year's Canadian Revenue Agency Tax Assessment and utility bills and/or fuel invoices for the full year.]



## APPENDIX G

### Better Homes Lanark Project Completion Report

The Project Completion Report is the final step to accessing funding from Lanark County's Better Homes Lanark Program (the "Program"). This report is to be provided no later than 30 days after completing your Post-Retrofit Home Energy Assessment by the Certified Energy Advisor and no later than 365 days after the date on your Notice to Proceed, unless otherwise approved in writing by County staff.

Below is a checklist of items an Applicant must provide for the County to approve the final disbursement of funds. All documents attached to this report are incorporated into this report as if fully stated directly in this report:

Information to Provide	Instructions	Complete (yes/no)?
<b>List of Actual Improvements</b>	Indicate in Attachment 1 a complete and accurate list of actual improvements that were installed.  Provide certification from the Certified Energy Advisor (CEA) that installation of each of the improvements did occur.	
<b>Final Costs for each of the Actual Improvements</b>	Provide in Attachment 1 final costing details obtained from contractor(s) invoices for the energy and water efficiency improvements installed.	
<b>Rebates/Incentives information</b>	Confirm in Attachment 1 the applicable financial rebates and incentives that your project will receive.	
<b>Home EnerGuide Label and Homeowner Information Sheet after installation of the Actual Improvements</b>	Submit as Attachment 2 a copy of the EnerGuide label and EnerGuide homeowner information sheet provided to you by the Certified Energy Advisor.	
<b>Final Invoices</b>	All contractor final invoices and receipts for each of the improvements installed must be submitted as Attachment 3.	



### **How to submit the Project Completion Report**

Choose one of the following methods to submit the Project Completion Report:

- Submit electronically by filling out the form below.
- Mail or hand deliver a hardcopy of this form to:

Elizabeth Boldt, Better Homes Lanark Program Coordinator  
99 Christie Lake Road  
Perth, ON  
K7H 3C6

### **What's Next?**

Upon receipt of your Project Completion Report, the Program Coordinator will:

- Verify the results of your Post-Retrofit Home Energy Assessment
- Prepare a final costing schedule to accompany the Property Owner Agreement based on your actual project costs
- Process the final disbursement payment

Now that your project is complete, the Municipality within which you reside will levy a special charge onto your property. Notice will be provided to you before this happens. A portion of the special charge will then be added to your tax bill annually.

Be advised that the Municipality collects payments via the property tax bill in the same manner, and subject to the same penalties, remedies and lien priorities, as property taxes.



**Attachment 1 – Actual Project Details Table**

<input checked="" type="checkbox"/>	<b>Actual Energy Improvements</b>	<b>Description</b>	<b>Contractor Name</b>	<b>Actual Cost</b>
	Select only those improvements identified as eligible under Better Homes Lanark that the Property Owner(s) completed	i.e., equipment make/model, materials, efficiency rating	Identify the name of the Contractor's company providing services	Indicate the Actual Cost for each improvement based on Contractor invoices, including equipment, materials, labour and HST
		<b>Upgraded R-Value</b>	<b>Contractor Name</b>	<b>Actual Cost</b>
<input type="checkbox"/>	<b>Exterior Wall Insulation</b>			
<input type="checkbox"/>	<b>Attic Insulation</b>			
<input type="checkbox"/>	<b>Cathedral/Flat Ceiling Insulation</b>			
<input type="checkbox"/>	<b>Basement Insulation</b>			
<input type="checkbox"/>	<b>Basement Header Insulation</b>			
		<b>Make/Model/Efficiency</b>	<b>Contractor Name</b>	<b>Actual Cost</b>
<input type="checkbox"/>	<b>Heat Pump – Air Source</b>			
<input type="checkbox"/>	<b>Heat Pump – Ground Source</b>			
<input type="checkbox"/>	<b>Electric or Heat Pump Water Heater</b>			
<input type="checkbox"/>	<b>Heat Recovery/Energy Recovery Ventilator</b>			
<input type="checkbox"/>	<b>Drain Water Heat Recovery System</b>			
		<b># of Energy Star Rated</b>	<b>Contractor Name</b>	<b>Actual Cost</b>
<input type="checkbox"/>	<b>Window(s) or Window Inserts</b>			
<input type="checkbox"/>	<b>Exterior Door(s)</b>			

		Yes or No	Contractor Name	Actual Cost
<input type="checkbox"/>	<b>Air Sealing</b>			
		System Capacity (kWh)	Contractor Name	Actual Cost
<input type="checkbox"/>	<b>Renewable Energy Technology</b>			
		Describe	Contractor Name	Actual Cost
<input type="checkbox"/>	<b>Secondary Suite</b>			
<input type="checkbox"/>	<b>Other:</b>			
<b>Total Cost of Actual Energy Improvements (A)</b>				

<input checked="" type="checkbox"/>	<b>Actual Non-Energy Improvements</b>	Description	Contractor Name	Actual Cost
	Non-energy improvements are subject to a cap of 30% of the total cost of an individual home upgrade project. Select only those improvements identified as eligible under Better Homes Lanark that the Property Owner(s) completed	i.e., equipment make/model, materials, efficiency rating	Identify the name of the Contractor's company providing services	Indicate the Actual Cost for each improvement based on Contractor invoices, including equipment, materials, labour and HST
		Describe	Contractor Name	Actual Cost
<input type="checkbox"/>	<b>Water Efficiency Improvements</b>			
<input type="checkbox"/>	<b>Back Up Generator</b>			
<input type="checkbox"/>	<b>Roof Storm Damage Prevention Measures</b>			



<input type="checkbox"/>	<b>Flood Prevention Measures</b>			
<input type="checkbox"/>	<b>Alternative Energy</b>			
<input type="checkbox"/>	<b>Other:</b>			
<b>Total Cost of Actual Non-Energy Improvements (B)</b>				
<b>Total Cost of Actual Energy and Non-Energy Improvements (C)</b>				

<input checked="" type="checkbox"/>	<b>Actual Incentives/Rebates</b>	<b>Estimated Cost</b>
Select only those incentives and rebates the Property Owner may be eligible to receive.		Identify the actual dollar amount.
<input type="checkbox"/>	<b>Enbridge Gas Home Efficiency Rebate</b>	
<input type="checkbox"/>	<b>Enbridge Gas Home Efficiency Rebate Plus</b>	
<input type="checkbox"/>	<b>NRCan Oil to Heat Pump Affordability Program</b>	
<input type="checkbox"/>	<b>NRCan Canada Greener Home Loan</b>	
<input type="checkbox"/>	<b>Smart Thermostat Rebate</b>	
<input type="checkbox"/>	<b>Other:</b>	
<b>Total Actual Incentives/Rebates (D)</b>		

I hereby certify that the information contained in this report is complete and accurate:

\_\_\_\_\_  
 Signature – Property Owner                      Name – Property Owner                      Date

## Attachment 2 – Post-Retrofit EnerGuide Label and Homeowner Information Sheet

[Include a copy of the EnerGuide Label and Homeowner Information Sheet provided by the Certified Energy Advisor. Sample below.]

### LEARN ABOUT YOUR HOME'S ENERGY rating

You will receive a rating of the home's energy consumption in gigajoules

### AIM TOWARDS zero

The lower the number on the new **EnerGuide** scale, the better the energy performance of your home

### UNDERSTAND HOW YOU USE energy

The label breaks down energy consumed by source

### COMPARE YOUR HOME'S performance

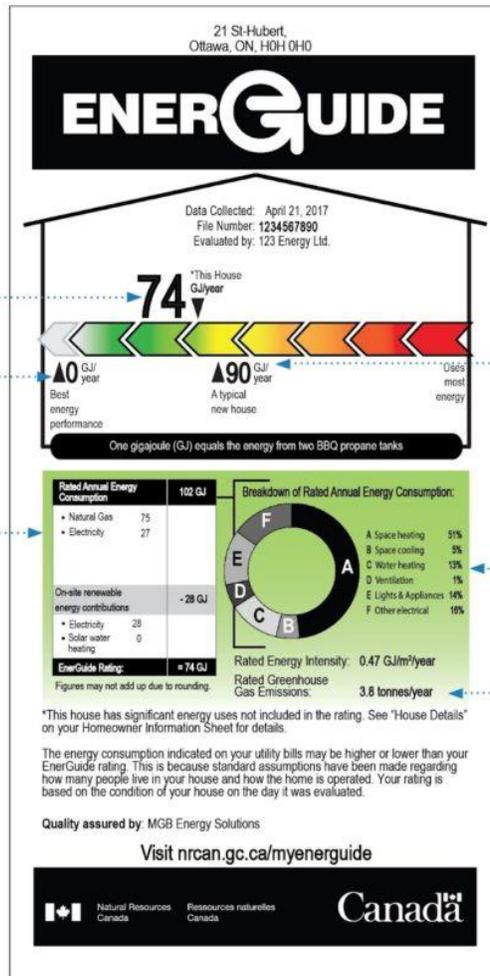
The label shows how your home's performance compares to a benchmark home

### FIND OUT WHERE MOST ENERGY IS consumed

The label shows proportion of energy consumed by heating, cooling, ventilation, etc.

### SEE YOUR IMPACT ON THE environment

The label shows your home's Greenhouse Gas Emissions





**Attachment 3 – Final Contractor Invoices and Receipts**

[Include all contractor final invoices and receipts for each of the actual improvements installed]



**APPENDIX H  
POA WITHDRAWAL FORM**

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

**IF YOU INTEND TO WITHDRAW FROM THE POA, THIS FORM MUST BE COMPLETED AND SUBMITTED NO LATER THAN 8 BUSINESS DAYS AFTER YOU SUBMIT YOUR SIGNED POA TO THE TOWNSHIP**

I/we, as signator(ies) to a Property Owner Agreement with Lanark County and **municipality**,

Dated \_\_\_\_\_, concerning my/our property identified as

\_\_\_\_\_  
(insert Assessment Roll Number) (the "POA"), withdraw my/our signature(s) from the POA.

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Property Owner 1	Title (if auth. rep. of corp. owner)	Date
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Property Owner 2, if applicable	Title (if auth. rep. of corp. owner)	Date
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Property Owner 3, if applicable	Title (if auth. rep. of corp. owner)	Date
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**Send completed form to 99 Christie Lake Road, Perth, K7H3C6 or email to [eboldt@lanarkcounty.ca](mailto:eboldt@lanarkcounty.ca)**



THE CORPORATION OF THE  
MUNICIPALITY OF MISSISSIPPI MILLS



**AUTHORIZATION FOR PRE-  
AUTHORIZED PAYMENT PLANS**

Please sign me up for the following Pre-Authorized Payment Plans (PAPP):

Tax PAPP     Water PAPP    (Check boxes that apply)

TAX ROLL NUMBER:

WATER ACCOUNT NUMBER(S):

NAME (please print):

STREET ADDRESS:

For no street address, fill out: CONCESSION:  LOT:

PHONE NUMBER:  EMAIL ADDRESS:

BANK:  BRANCH ADDRESS:

CHEQUING ACCOUNT NUMBER:

**I, as the Account holder, authorize the payee and the above-noted Financial Institution to debit my Account for payment of my property taxes on the 25th day of each month, and/or for payment of my water account on the water bill due date.**

DATE:  SIGNATURE:

- This authorization may be cancelled in writing or by calling 613-256-2064 ext. 305 at least FIVE (5) DAYS prior to any payment date.
- There will be a \$33 service charge for Non-Sufficient Funds (NSF) transactions. The service charge is subject to change without notice.
  - Accounts will become ineligible to continue on the Plan after two such transactions.
- Enclose a specimen of your cheque marked "VOID" or a Pre-Authorized Payment Form from the bank.

Questions regarding this program should be directed to the Municipal Office at 613-256-2064 ext. 305. Email your completed form to **esyne@mississippimills.ca** or return it to the municipal office.

*Personal information on this form is collected under the authority of section 312 of the Municipal Act and will be used only to administer a Pre-Authorized Payment Plan providing for the automatic deduction of taxes and/or water amounts from your Bank Account. Questions about this collection should be directed to the Municipal Freedom of Information and Privacy Coordinator at 613-256-2064 ext 203.*