

**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.

# LANARK COUNTY

IN WITNESS WHEREOF the Parties have executed this POA as of the Effective Date.

**SIGNED AND DELIVERED**

**LANARK COUNTY**

\_\_\_\_\_  
Warden

\_\_\_\_\_  
Clerk:

**MUNICIPALITY**

\_\_\_\_\_  
Head of Council

\_\_\_\_\_  
Clerk:

**PROPERTY OWNER**

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

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

\_\_\_\_\_  
*Name of Witness*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Date*