

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 "