

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2026-38

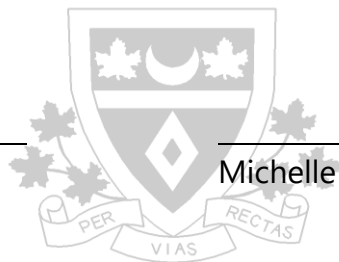
A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATURAL RESOURCES THROUGH THE OFFICE OF ENERGY EFFICIENCY. (BetterHomes Dufferin Memorandum of Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and His Majesty the King in right of Canada as represented by the Minister of Natural Resources through the office of Energy Efficiency in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 23rd day of April, 2026.

Lisa Post, Warden



Michelle Dunne, Clerk

For a complete copy of the agreement, contact the Clerk's Division.

**MEMORANDUM OF AGREEMENT (MOA)
REGARDING THE**

BETTERHOMES DUFFERIN

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA** as represented by the Minister of Natural Resources through the Office of Energy Efficiency (hereinafter referred to as “the OEE”)

AND: The Corporation of the County of Dufferin

Hereinafter jointly referred to as the “Parties”

WHEREAS The Corporation of the County of Dufferin and the OEE provide programs and services to promote energy efficiency in Ontario and in Canada respectively, including in the housing sector;

WHEREAS the OEE’s EnerGuide Rating System (ERS) and EnerGuide Label for Houses were introduced in 1998;

WHEREAS The Corporation of the County of Dufferin is enhancing its energy efficiency in the housing sector as part of the BetterHomes Dufferin in Ontario;

WHEREAS The Corporation of the County of Dufferin wishes to obtain the support of the OEE in the delivery of its BetterHomes Dufferin program through access to and use of ERS official marks, software, publications, advice, technical and administrative support, and homeowner data;

WHEREAS the OEE, as part of its mandate to promote energy efficiency in the housing sector, wishes to support The Corporation of the County of Dufferin in its delivery of the BetterHomes Dufferin program.

In consideration of the mutual covenants hereunder, the Parties agree as follows:

1. OEE Grant of License

- 1.1. OEE agrees to grant a non-exclusive and royalty-free license to The Corporation of the County of Dufferin to use ERS official marks and the OEE EnerGuide label (the Trademarks) specified in the NRCan Guidelines for Reproducing, Applying and Using the EnerGuide Rating System Official Marks for the purposes of delivering its corporate energy efficiency initiative. The terms and conditions of the license are specified in Annex A.
- 1.2. OEE agrees to provide The Corporation of the County of Dufferin with ERS data from Ontario to facilitate the management and delivery of its BetterHomes Dufferin program. All terms and conditions are specified in Annexes B and C.

2. Indemnity

- 2.1. Each Party shall indemnify and save harmless the other and its employees and agents, from and against any and all claims, demands, losses, costs (including lawyer fees), damages, actions or proceedings resulting from or related to any willful or negligent act or omission of itself or its employees and agents in relation to the performance of the Agreement or any part thereof.
- 2.2. Each Party shall give notice to the other of any claim, action, suit or proceeding referred to in this clause and the notified Party shall, to the extent requested by the notifying Party, at its own expense, participate in or conduct the defense of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but shall not be liable to indemnify the notifying Party for payment of any settlement unless it, the notifying Party, has consented to the settlement.

3. Legal Relationship

- 3.1. Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties. Each Party shall at all times be deemed to be an independent contractor.
- 3.2. The Corporation of the County of Dufferin shall not represent itself as an agent or partner of the Government of Canada and must ensure that its members do not make any declaration that could lead someone to believe that The Corporation of the County of Dufferin, its agents or its contractors are agents of the Government of Canada.

4. General Conditions

- 4.1. This Agreement becomes effective upon receipt of the final signature and will **expire on March 31, 2029**.
- 4.2. This Agreement shall be interpreted according to the laws in effect in the province of Ontario.
- 4.3. The Parties shall conform to all federal, provincial and municipal laws and regulations applicable in relation to the delivery of their respective programs.
- 4.4. Each party is responsible for its costs in relation to meeting the aims and objectives of the MOA. Nothing in this MOA, in and of itself, obligates any signatory to expend funds or to enter into any contract, assistance agreement, or other financial obligation.
- 4.5. This Agreement can be terminated by either Party conditional on the issue of a written notice at least thirty (30) days before the termination.
- 4.6. All notices and communications referred to in this Agreement shall be sent in writing and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address: