

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.

Original signed by:

Lisa Post, Warden



Original signed by:

Michelle Dunne, Clerk

**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:

For the OEE:

Office of Energy Efficiency
Natural Resources Canada
Housing Program Delivery Division
580, Booth Street
Ottawa, Ontario
K1A 0E4

Attention: Kate Pristanski, Account Manager
E-mail: Kate.Pristanski@nrca-nrcan.gc.ca

For Licensee:

Sara MacRae – Manager of Climate and Energy
30 Centre Street,
Orangeville, ON L9W 2X1
519.941.2816 x 2624
smacrae@dufferincounty.ca

or

Rebecca Danard – Manager of Energy Programs, Clean Air Partnership
401 Richmond St W Studio 364
Toronto, Ontario M5V 3A8
705.207.3746
rdanard@cleanairpartnership.org

- 4.7. This Agreement represents the entire agreement between the Parties and supersedes any previous understandings, commitments or agreements, whether written or oral.
- 4.8. No amendment or assignment of this Agreement will be effective unless made in writing and signed by authorized representatives of both Parties.
- 4.9. If a dispute arises out of, or in connection with this Agreement, the Parties agree to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of **His Majesty the King in right of Canada** by an officer duly authorized by the Minister of Natural Resources and on behalf of the **Proponent** by an officer duly authorized on its behalf:

HIS MAJESTY THE KING IN RIGHT OF CANADA

April 10, 2026

Date:

Kimberly Jansz
Kimberly Jansz,
Manager, Energy Advisors Program Management
Housing Program Delivery Division
Office of Energy Efficiency

The Corporation of the County of Dufferin

04/08/2026

Date:

Lisa Post
[Lisa Post \(Apr 8, 2026 12:48:23 EDT\)](#)
Lisa Post, Warden
Dufferin County



Authorized by Council resolution
No. 12 the 13th day of April, 2023.

04/08/2026

Date:

Michelle Dunne
Michelle Dunne, Clerk
Dufferin County

Annex A

Marketing license

Recognition of the Government of Canada, Messaging Criteria and Official Marks

1. Requirements

- 1.1. The Corporation of the County of Dufferin may use specified official marks, as per Section 3 below in situations in which any other supporting organizations, including but not limited to, utility companies, provinces, territories or municipalities, governing First Nations organizations and trade or other associations are being recognized by the use of logos or marks.
- 1.2. The Canada wordmark, logos and marks shall be used in the manner stipulated in Section 2 below for Residential Energy Assessment services and related publications.
- 1.3. The Corporation of the County of Dufferin shall follow the official mark use for EnerGuide as stipulated in Section 3, and employ official marks as provided in the “Guidelines for Reproducing, Applying and Using the EnerGuide Rating System Official Marks” as per Annex D.

2. Canada Word-Mark, Logos and Marks, and Design Requirements

- 2.1. The Canada word-mark, logos and mark shall not be used in such a manner as to imply that the product in question is a product of the Government of Canada.
- 2.2. The Canada word-mark, logos and marks shall be:
 - a) pre-approved by NRCan prior to publication;
 - b) used at a size equivalent in density and of proportional space to the logos of other partners;
 - c) used only beside other partner logos; and
 - d) printed either in solid black or in solid black for the type and solid red for the flag over the letter “a”.
- 2.3. The Canada word-mark, logos and marks shall not be used alone on a front cover page of a document or web-site or any corner of an exhibit.

3. Official Mark Use

- 3.1. Official EnerGuide mark includes the EnerGuide mark “EnerGuide” and EnerGuide rating label.
- 3.2. The EnerGuide official mark “EnerGuide” shall be used in its original form without any modifications.

- 3.3. The EnerGuide label may be used as an illustrative image in communication products promoting the EnerGuide Rating System, as it relates to Housing.
- 3.4. The Corporation of the County of Dufferin shall be consistent with NRCan in their marketing messages.
- 3.5. The official marks may only be used if they are:
 - a) pre-approved by NRCan prior to publication;
 - b) used at a size equivalent in density and of proportional space to the logos of other partners; and
 - c) used only beside other partner logos.

Annex B

Responsibilities of the Parties

1. OEE Responsibilities

- 1.1. The OEE agrees to provide The Corporation of the County of Dufferin on a predetermined schedule, data collected from qualifying ERS evaluations performed on properties participating in the BetterHomes Dufferin program, and for which the owner has signed an authorization for NRCan to transfer personal/confidential information to The Corporation of the County of Dufferin for their purpose of providing the BetterHomes Dufferin program benefits to homeowners, and program analysis and evaluation.
- 1.2. The OEE agrees to provide The Corporation of the County of Dufferin, on an ad-hoc basis, statistical and analytical reports containing non-confidential information aggregated to Canada Post Forward Sorting Areas (FSAs).
- 1.3. The OEE agrees to work with The Corporation of the County of Dufferin personnel to support technical and computer requirements in connection with the transfer of the data described above.
- 1.4. The OEE will not incorporate a The Corporation of the County of Dufferin or BetterHomes Dufferin logo into the ERS Renovation Upgrade Report.
- 1.5. The OEE, as the principle Party responsible for the delivery of ERS evaluations and the EnerGuide rating, has sole responsibility for all dealings with licensed service organizations related to the procedures and protocols of the ERS evaluation service.

2. The Corporation of the County of Dufferin Responsibilities

- 2.1. The Corporation of the County of Dufferin agrees to manage all homeowner information in accordance with the requirements of the *Privacy Act* or applicable provincial privacy legislation (see the website [Privacy Act](#) for more information on those requirements).
- 2.2. The Corporation of the County of Dufferin will use the records received under Section 1 only for the purpose of providing BetterHomes Dufferin program benefits to registered property owner participants, for internal statistics, and for program evaluation purposes.
- 2.3. The Corporation of the County of Dufferin in the spirit of collaborative learning, will share results, insights, and information pertaining to the BetterHomes Dufferin program with the OEE.
- 2.4. The Corporation of the County of Dufferin agrees to provide OEE with ad hoc reports on the BetterHomes Dufferin program as requested.
- 2.5. The Corporation of the County of Dufferin agrees to use reasonable efforts to recognize the EnerGuide brand, where appropriate, in their communications products including websites and brochures.

- 2.6. The Corporation of the County of Dufferin provides permission to OEE to use The Corporation of the County of Dufferin and/or BetterHomes Dufferin program trademarks, where appropriate, when identifying it as a partner.

Annex C

Homeowner Data Transfer

1. Per Annex B - Clause 1, the OEE will transfer data, from electronic files, collected from qualifying ERS evaluations performed on properties participating in the BetterHomes Dufferin program.
2. The housing data will be electronically transferred to The Corporation of the County of Dufferin via a secure, government approved method. The OEE will provide the data on a predetermined schedule and shall include all file data received in the OEE database since the previous transfer.

Annex D

Guidelines for the EnerGuide Rating System Official Marks



Guidelines for Reproducing, Applying and Using the EnerGuide Rating System Official Marks

The EnerGuide Rating System identity consists of the name and graphic identifier; both are official marks of Natural Resources Canada (NRCan)

1. Proper Use

The purpose of these guidelines is to ensure the proper use of the EnerGuide Rating System name and graphic identifier (official marks). All participants including manufacturers, service organizations, builders, energy advisors and authorized third- parties in Canada's EnerGuide Rating System initiative for housing, equipment, and transportation are responsible for the proper use of the official marks. This includes their own use as well as use by their authorized representatives and their staff.

The EnerGuide Rating System official marks must never be used in a manner that suggests that NRCan or any other government body endorses a particular organization, company or product; associates the name or graphic identifier with products or services not within NRCan's scope for EnerGuide Rating System; disparages NRCan or any other government body.

Misuse of the official marks may result in termination of a licence or permission off use.

2. The EnerGuide Rating System Name

The names "EnerGuide" and "EnerGuide Rating System" are official marks (an official mark is a word, symbol, slogan or logo or combination use by a public authority).

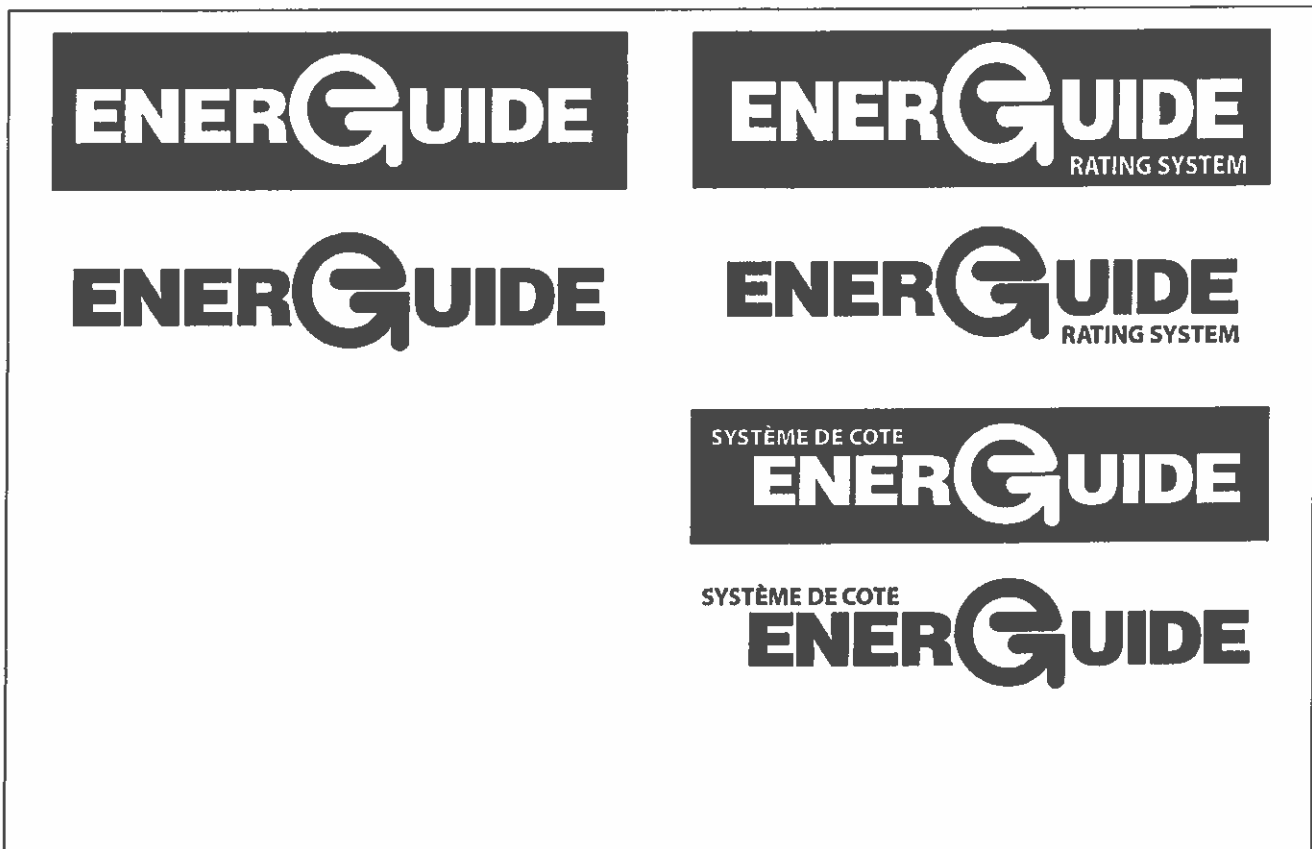
The names EnerGuide and EnerGuide Rating System must always appear in title case (first letters capitalized) with the "G" in the middle also capitalized.

If you choose to use the acronym, spell all the words out the first time followed by the acronym in brackets (e.g., "The EnerGuide Rating System (ERS) is..."). As ERS is not an organization, you should not use the definite article "the" before the acronym unless the article refers to a noun other than ERS (e.g., ERS is a national system. Visit the ERS Web pages for information.").

The word EnerGuide or the ERS acronym can also be used as adjectives in the following examples: EnerGuide evaluation, EnerGuide rating, and EnerGuide report.

3. The EnerGuide Rating System Graphic Identifier

The EnerGuide Rating System graphic identifier consists of the following: the different versions of the graphic identifier are supplied to participants electronically in various graphic formats (eps, JPG and PNG).



Integrity of the Graphic Identifier

The graphic identifier must never be altered, cut apart, separated or otherwise distorted in perspective or appearance in any way.

Clear Space

Text must not run into or through the symbol. If the graphic identifier is placed over a strongly patterned background, a clear area needs to be created around the identifier for clarity. This area should be equivalent to one third (1/3) the height of the graphic identifier. No other graphic element, such as text and images, should appear in this area.

Minimum Size

It is recommended that the graphic identifier be a maximum of 1 ½-inch in height for legibility. If necessary, however, the composite graphic identifier may be reproduced as small as ½-inch in height. Under certain circumstances (where space is limited, for example) smaller sizes may be permitted, at the discretion of NRCan. For Web applications, legibility of the wording must be maintained.

Colour Specification

The graphic identifier should, when possible, print as follows:

in black as a positive image is preferred, where the outline of the house, fanciful G and box containing the word EnerGuide all print in black ink on a white (paper-coloured) background; in black as a reverse image.

Where black is not available, the graphic identifier should be printed in one colour or as a one-colour reverse in the darkest print colour available.

Use of graphic identifier

NRCan's participants and authorized third parties that are promoting EnerGuide can use the bilingual EnerGuide logo on Web pages, brochures, PowerPoint presentations, posters, and educational material provided the footnote information (below) is included and approval by NRCan has been granted. Third parties may use the official marks provided that permission has been granted by NRCan either through a permission letter or in writing.

EnerGuide is an official mark of Natural Resources Canada and is used with permission. Please visit <http://www.nrcan.gc.ca/energy/products/energguide/12523> for more information on Canada's EnerGuide Rating System Initiative.

The EnerGuide logo cannot be used in other applications such as stationary, signs, clothing, vehicles or advertising. Only promotional items produced exclusively by NRCan may be used.

4. Websites

Use the address <http://www.nrcan.gc.ca/energy/products/energguide/12523> to link to the Web pages which promote EnerGuide ratings for homes, equipment and automobiles.

5. The EnerGuide label

Should an image of the EnerGuide Rating System label be required for representation in any media, a sample can be supplied by NRCan. When the label is being illustrated in print media for the purpose of promoting or explaining EnerGuide as it relates to houses, the label may be reduced by as much as 50% of its actual size, from 5-5/16 inches by 5-11/16 inches to 2-21/32 inches by 2-27/32 inches. The illustration should be reduced no further than 50%, however, as this would reduce legibility. Under certain

circumstances (where space is limited for example) smaller sizes may be permitted, at the discretion of NRCan. There are no restrictions on how large the label may be reproduced.

In print media, it is always preferred to have the EnerGuide label shown in black ink on a white (paper-coloured) background. Where black is not available, however, the label should be printed in one colour in the darkest print colour available.

6. EnerGuide Rating System Review Police and Contact

NRCan must review and approve any materials that feature the EnerGuide Rating System name or identifier before final production, printing, online-posting, or digital use to ensure consistency with the guidelines.

BetterHomes MOA-ENS v1.1.DOC

Final Audit Report

2026-04-08

Created:	2026-04-08
By:	Michelle Hargrave (mhargrave@dufferincounty.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlFTiBFTsh37AIYZdYU1EN9XU0kIE-8Uu

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-  Document created by Michelle Hargrave (mhargrave@dufferincounty.ca)
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-  Document e-signed by Michelle Dunne (mdunne@dufferincounty.ca)
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