



Municipality of Mississippi Mills

COUNCIL AGENDA

Tuesday, September 23, 2025

6:00 p.m.

Hybrid

3131 Old Perth Road.

	Pages
A. CALL TO ORDER	
B. O CANADA	
C. MOMENT OF SILENT MEDITATION	
D. ATTENDANCE	
E. APPROVAL OF AGENDA Recommended Motion: THAT the agenda be approved as presented.	
F. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF	
G. APPROVAL OF MINUTES Recommended Motion: THAT the Council minutes dated September 9th, 2025, be approved as presented.	5 - 12
H. DELEGATIONS, DEPUTATIONS, AND PRESENTATIONS	
H.1 Delegation - Climate Network Lanark Recommended Motion: THAT the delegation from Sue Brandum and Sadie Brule from Climate Network Lanark be received as information.	13 - 19
H.2 Deputation - Local Immigration Partnership Recommended Motion: THAT the deputation from Gabriella Salera, Project Coordinator for the Local Immigration Partnership be received as information.	20 - 27
I. PUBLIC MEETINGS None.	

J. COMMITTEE OF THE WHOLE REPORT**Recommended Motion:**

THAT Council approve the Committee of the Whole motions from the September 9, 2025 meeting.

Consent Report

- J.1 Committee of Adjustment - June 18, 2025 minutes
- J.2 Accessibility Advisory Committee - June 19, 2025
- J.3 Award of Contract No. 25-27 Hard Surface Renewals
- J.4 Award of Contract No. 25-28, Asphalt Mill and Overlay
- J.5 Award of Contract – MMPW25-01 Sanitary Sewer Lining
- J.6 Final Acceptance of Mill Run - Mill Run Phase 5 and Phase 3A, including Menzie St.

Consultant Presentations

- J.7 Long Term Financial Plan 226-2035

Staff Reports

- J.8 Recommendation Report D14-MOR-25
- J.9 Procurement of Motor Grader

K. COUNCIL REPORT

- K.1 Municipal Resolution - Request for Support
None.

- K.2 Proclamations

Recommended Motion:

THAT Council proclaims the following;

- September 28, 2025 - British Home Children's Day
- September 30, 2025 - National Day for Truth and Reconciliation

K.3 Time Sensitive Items

30 - 62

a. Heritage Permit Memo - 125 Brougham St

Recommended Motion:

THAT Council approve the following Major Heritage Permit on the subject lands municipally known as 125 Brougham Street, Almonte Ward, Municipality of Mississippi Mills, subject to the issuance of a heritage permit containing the conditions, similar in effect to Attachment A:

- add an additional window on the south façade by relocating the existing window from the east side of the building; and
- alter the east side window opening to a door on the east façade

K.4 Notice of Reconsideration

None

L. BY-LAWS

Recommended Motion:

THAT By-laws 25-072 to 25-075 be taken as read, passed, signed, and sealed in Open Council.

L.1 Bylaw 25-072 - D14-MOR-25

L.2 Bylaw 25-073 Stop Sign Mill Run Phase 3A and Menzie

L.3 Bylaw 25-074 Assumption of Roadways Mill Run Subdivision Phase 3A and Menzie

L.4 Bylaw 25-075 Assumption of Roadways Mill Run Subdivision Phase 5

M. ANNOUNCEMENTS AND INVITATIONS

N. CONSIDERATION OF A CLOSED SESSION

Recommended Motion:

THAT Council enters 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))

N.1 Land Sale Request

O. RISE AND REPORT

O.1 Land Sale Request

P. CONFIRMATORY BY-LAW

Recommended Motion:

THAT By-law 25-076 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 23rd day of September 2025, be read, passed, signed and sealed in Open Council this 23rd day of September 2025.

Q. ADJOURNMENT

Recommended Motion:

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



The Municipality of Mississippi Mills

Council Meeting

MINUTES

September 9, 2025

6:00 p.m.

Hybrid

3131 Old Perth Road.

PRESENT:

Mayor Lowry
Deputy Mayor Minnille
Councillor Ferguson
Councillor Holmes
Councillor Lowe
Councillor Souter
Councillor Torrance

Staff Present

Ken Kelly, CAO
Jeanne Harfield, Clerk
Casey Munro, Deputy Clerk
Kathy Davis, Director of Corporate Services

A. CALL TO ORDER

Mayor Lowry called the meeting to order at 6:00 p.m.

B. O CANADA

Council stood for the playing of O Canada.

C. MOMENT OF SILENT MEDITATION

Council observed a moment of silent meditation.

D. ATTENDANCE

The Clerk announced attendance.

E. APPROVAL OF AGENDA

Resolution No 315-25

Moved by Councillor Ferguson

Seconded by Councillor Holmes

THAT the agenda be approved as presented.

CARRIED

F. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

None were declared

G. APPROVAL OF MINUTES

Resolution No 316-25

Moved by Councillor Lowe

Seconded by Councillor Souter

THAT the Council minutes dated August 26th and September 3rd, 2025, be approved as presented.

CARRIED

H. DELEGATIONS, DEPUTATIONS, AND PRESENTATIONS

H.1 Union Hall Board of Directors

Michael McGarry, Union Hall Board of Directors President, provided Council with an update on the work of the volunteers, recent hall upgrades and the 5-year plan.

Members provided updates on the new municipal grant options and made some suggestions for connections with Lanark Transportation, Age Friendly North Lanark, and Lanark County Paramedics.

Resolution No 317-25

Moved by Councillor Holmes

Seconded by Councillor Lowe

THAT the delegation from Michael McGarry, President of the Union Hall Community Centre Board of Directors be received as information.

CARRIED

H.2 D.M. Wills Associates Limited - Water Capacity Allocation

Marnie Saunders provided Council with an overview of a development application and requested that Council approve an exemption to the Water Capacity allocation bylaw.

Real Estate Agent Paul Schnittker spoke on behalf of the developer, expressing the developer's willingness to collaborate and cooperate with the Municipality.

Resolution No 318-25

Moved by Councillor Holmes

Seconded by Councillor Souter

THAT the delegation from Marnie Saunders of D.M. Wills Associates Limited be received as information.

AND THAT staff be directed to work with the developer

CARRIED

I. PUBLIC MEETINGS

None

J. COMMITTEE OF THE WHOLE REPORT

Resolution No 319-25

Moved by Councillor Lowe

Seconded by Deputy Mayor Minnille

THAT Council approve the Committee of the Whole motions from the August 26, 2025, meeting.

CARRIED

J.1 New Mississippi Mills Community Impact Grant Policy

Resolution No 320-25

Moved by Councillor Lowe

Seconded by Deputy Mayor Minnille

THAT Council approves the pilot Community Impact Grant Policy for 2026, including the introduction of a two-intake model and revised eligibility and funding guidelines.

AND FURTHER THAT Council direct staff to implement the new intake schedule beginning in the 2026 grant cycle.

CARRIED

Resolution No 321-25

Moved by Councillor Lowe

Seconded by Deputy Mayor Minnille

THAT Council direct staff to bring forward a report in the event that the partnership category exceeds the approved amount.

CARRIED

J.2 2026 Fees and Charges

Resolution No 322-25

Moved by Councillor Lowe

Seconded by Deputy Mayor Minnille

THAT Council approve proposed changes to 2025 fees and charges without the building fees and that the notice be published on the municipal website.

CARRIED

Resolution No 323-25

Moved by Councillor Lowe

Seconded by Deputy Mayor Minnille

THAT Committee of the Whole refer the building fees and charges back to staff for additional information, with a report to be presented at the September 23rd meeting;

CARRIED

J.3 Funding Source – Community Services Master Plan

Resolution No 324-25

Moved by Councillor Lowe

Seconded by Deputy Mayor Minnille

THAT Council approve that \$100,000 from the Housing Accelerator Fund, originally allocated to the Community Services Master Plan, be reallocated to the project titled “Bury Drain – 34 Victoria and St. James” in the 2025 budget;

AND THAT Council approve that the funding for the Community Services Master Plan with an upper limit of \$100,000 be drawn from reserves.

CARRIED

J.4 Recommendation Report - Glen Isle (09-T-84002) - Extension

Resolution No 325-25

Moved by Councillor Lowe

Seconded by Deputy Mayor Minnille

THAT Council approve the request for extension with a new lapsing date of May 27, 2027, with a further extension to May 27, 2030 subject to the receipt of all required fees, plans and studies to support the major amendment by May 27, 2027, and direct staff to forward a copy of the Council Resolution to Lanark County.

CARRIED

K. COUNCIL REPORT

K.1 Municipal Resolution - Request for Support

Resolution No 326-25

Moved by Councillor Holmes

Seconded by Councillor Ferguson

THAT the following municipal resolutions be received as information:

CARRIED

K.2 Proclamations

None

K.3 Time Sensitive Items

None

K.4 Notice of Reconsideration

K.4.a Councillor Ferguson - Resolution 368-24

Resolution No 327-25

Moved by Councillor Ferguson

Seconded by Councillor Holmes

THAT Council reconsider the following resolution passed on November 12, 2024;

THAT Council direct staff to update the proposed Fees and Charges By-Law with a Paper Billing Fee of \$2.00 per billing for tax and water bills effective January 1, 2026,

AND THAT Council direct staff to make associated amendments to the 2026 draft budget with respect to revenues and expenses.

DEFEATED

L. BY-LAWS

None

M. ANNOUNCEMENTS AND INVITATIONS

Council members highlighted the following events

- September 14th - Apple Pie Social at the North Lanark Regional Museum
- September 14th - Lanark County Harvest Festival in Beckwith
- September 18th - Take Back the Night Walk in Carleton Place (also a bus to Parliament Hill)
- September 20th - Tree Seedling giveaway and the Lanark County Garage on County Rd 29
- September 28th - Open doors, Mississippi Mills
- September 28th - Reconciliation through Art
- October 1st - National Seniors Day - Carebridge will be having programming throughout the day.

N. CONSIDERATION OF A CLOSED SESSION

Resolution No 328-25

Moved by Councillor Souter

Seconded by Councillor Ferguson

THAT Council enter into an in camera session at 6:47 pm as per personal matters about an identifiable individual, including municipal or local board employees; (Municipal Act s.239 (2)b)

CARRIED

N.1 HR Matter

O. RISE AND REPORT

O.1 HR Matter

Resolution No 329-25

Moved by Councillor Ferguson

Seconded by Councillor Holmes

THAT Council approve funding to a maximum of \$217,886, to be paid from 2025 to 2027, to support ongoing Human Resource planning.

CARRIED

P. CONFIRMATORY BY-LAW

Resolution No 330-25

Moved by Councillor Lowe

Seconded by Deputy Mayor Minnille

THAT By-law 25-072, 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 9th day of September 2025, be read, passed, signed and sealed in Open Council this 9th day of September 2025.

CARRIED

Q. ADJOURNMENT

Resolution No 331-25

Moved by Councillor Ferguson

Seconded by Councillor Holmes

THAT the meeting be adjourned at 7:27 p.m.

CARRIED

Christa Lowry, MAYOR

Jeanne Harfield, Clerk

Supporting Climate Action at Home

Neighbourhood Climate Concierge



Climate Network Lanark

- A local non-profit supporting grassroots climate action to address the climate crisis
- Connecting residents to resources, funding, and expert help to reduce emissions
- Working alongside Lanark County, municipalities, and local partners

CNL's goal: halve greenhouse gas emissions county-wide to help prevent catastrophic climate change

A Community-Based Home Retrofit Support Program

- Pilot success led to multi-year funding
- 400 homeowners targeted over 2 years
- Supports homeowners & tenants through the retrofit journey
- Covers energy audits, heat pumps, insulation, solar, and more
- Builds community connection, confidence & action
- Low-time commitment: just 2 hours/month over six months (12 hours total) with expert support

Sessions

- **1. Funding & Financing and Carbon Emissions**
- **2. Energy Assessments:** What to expect and how to get started
- **3. Insulation & Air Sealing:** How to retrofit your home efficiently
- **4. Heat Pumps:** How they work and whether they're right for your home
- **5. House Resiliency and Emergency Preparedness:** How to prepare for power outages, extreme weather, etc.
- **6. Solar Panels & Photovoltaics:** Understanding the benefits and options

What Financial Support Is Available?

- **FREE upgrades** for eligible households: heat pumps, insulation, appliances, etc.
- Grants for insulation, solar, heat pumps—and more
- **0% or low-interest loans** to help cover the rest
- We help **stack and navigate all available rebates, grants, and loans**—making it easier to get maximum value

Let's Make Retrofits More Accessible!

- Community-based, expert-led retrofit support
- Open to all residents of Lanark County and Smiths Falls
- Join us in reducing barriers and making climate action a community effort
- Ready to launch a Concierge group locally
- Need just a few more sign-ups to begin
- **Visit: www.climateetworklanark.ca/climate-concierge**

Questions?

“This program got us in the room with experts.”

“The community feeling... was absolutely invaluable!” (Bria, Perth)

“Without a neutral third party, we’re stuck with contractors and hours of research.” (Michael, Almonte)

“I’ve reduced my climate anxiety—and my emissions.”
(Janice, Virtual)





Local Immigration Partnership
Partenariat local pour l'immigration
LANARK & RENFREW

Local Immigration Partnership – Lanark & Renfrew

LIPLANARKRENFREW.CA

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Local Immigration Partnership – Background

- Local Immigration Partnerships (LIP) are funded by Immigration, Refugees and Citizenship Canada (IRCC) and support communities in bringing together service providers, settlement agencies, community groups, employers and other key municipal organizations to create a welcoming and inclusive community for newcomers.
- One of 87 across Canada
- Formed locally in 2011
- Administered through Algonquin College's Pembroke Campus

Project Refresh – Municipal Inclusion Charter



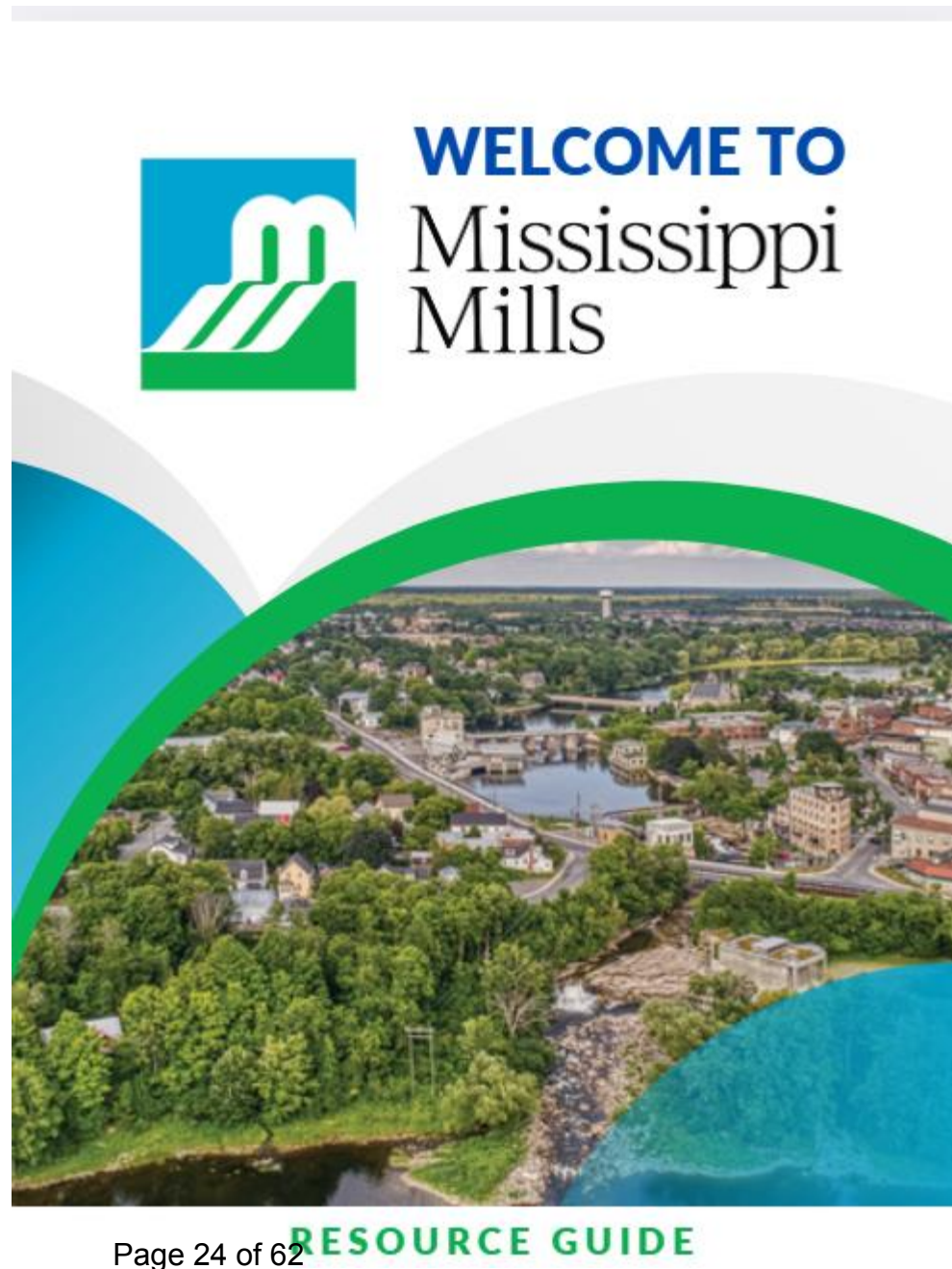
- Local Immigration Partnership – Lanark & Renfrew have partnered with the municipality of Mississippi Mills to promote and integrate more immigrant-friendly services and encourage community building.
- This project looks to help create a standard for inclusive governance and foster a welcoming environment for all residents
- A reminder of goals of the project:
 - Establishing a municipal inclusion charter
 - Creating a ‘welcome pack’ containing useful information to give to each new resident
 - Ensuring basic information about community groups and services is available in hard copy as well as virtually – integrating a translatable option
 - Establishing a County-level EDI Committee
 - For Mississippi Mills to be a role model to other municipalities in both Lanark & Renfrew



Project Status

- Community guiding group formed to help shape the Welcome Pack – for the community, by the community.
- 4 meetings (March-June) held, with ongoing feedback collected through a shared live document.
- Hard copy of Welcome Pack has been drafted and documents for the digital copy are currently being created.
- Framework developed for the Inclusion Charter writing workshop, with participating from municipal leaders and community members.

The Welcome Pack Currently...





Proposed Workshop Agenda

- Introduction
- Background on Inclusion Charters
- Group Discussion & Brainstorming
- Break
- Drafting the Charter & Activities
- Next Steps & Reflection



What are some ways that the Municipality can uphold charter?

- Identifying low, medium, and large activities.
- Examples:
 - Low: Integrating translation software into the municipality website.
 - Medium: Intercultural competency training for municipal staff; community events.
 - High: Town-wide EDI environmental scan and report.
- Important – The goals set and activities selected in creating the charter should be realistic, time-bound, and achievable.

Questions?





REPORT OF THE COMMITTEE OF THE WHOLE

September 9, 2025

The following is the Committee of the Whole report from the September 9, 2025, meeting.

Consent Reports

Committee of Adjustment - June 18, 2025, minutes

Resolution No. CW167-25

THAT Council receive the Committee of Adjustment Minutes dated June 18, 2025.

Accessibility Advisory Committee – June 19, 2025 minutes

Resolution No. CW168-25

THAT Council receive the Accessibility Advisory Committee Minutes dated June 19, 2025.

Award of Contract No. 25-27 Hard Surface Renewals

Resolution No. CW169-25

THAT Council award the contract for Tender No. 25-27, Hard Surfaced Renewals to Thomas Cavanagh Construction Limited Incorporated in the amount of \$196,000.00 (HST Excluded).

Award of Contract No. 25-28, Asphalt Mill and Overlay

Resolution No. CW170-25

THAT Council award the contract for Tender No. 25-28, Mill and Overlay to Thomas Cavanagh Construction Limited Incorporated in the amount of \$175,957.80 (HST Excluded).

Award of Contract – MMPW25-01 Sanitary Sewer Lining

Resolution No. CW171-25

THAT Council award the contract for Tender No. MMPW25-01, 2025 Sewer Lining Program to Clearwater Structures Inc. in the amount of \$215,407.00 (excluding HST).

Final Acceptance of Mill Run – Mill Run Phase 5 and 3A, including Menzie St.

Resolution No. CW172-25

THAT Council authorize final acceptance for Mill Run Subdivision Phase 3A (27M-80), including Menzie Street, and Phase 5 (27M-96), in accordance with Section 15 of the respective subdivision agreements with Menzie-Almonte Inc.;

AND THAT Council direct staff to prepare assumption By-laws for the roads and associated infrastructure works that have been constructed for Mill Run Subdivision Phase 3A (27M-80), including Menzie Street, and Phase 5 (27M-96), to be included on the September 26 Council agenda.

Consultant Reports

Long Term Financial Plan 2026-2035

Resolution No. CW173-25

THAT Council receive the Long-Term Financial Plan and report from KPMG as information;

AND THAT Council direct staff to create a work plan to address the recommendations in KPMG's Final Report.

Resolution No. CW174-25

THAT Council direct staff to include an option for a Capital Levy with the 2026 Staff Draft Budget for Council's consideration.

Staff Reports

Recommendation Report – D14-MOR-25

Resolution No. CW175-25

THAT Council approve the Zoning By-law Amendment to amend the zoning of the subject lands, from Agricultural (A) to Agricultural, Special Provision 51 (A-51) in order to satisfy the conditional approval for severance application B25-017, permit site specific provisions for agricultural use, and prohibit residential uses, similar in effect to Attachment B.

Procurement of Motor Grader

Resolution No. CW176-25

THAT Council direct staff to enter into a lease agreement over a 60-month period for a new John Deere 772 GP for monthly costs of \$8,470.00 plus HST and a residual Buyout of \$263,000.00 plus HST.

Submitted by,

Reviewed by,

Councillor Bev Holmes,
Committee of the Whole Chair

Casey Munro,
Deputy Clerk

Council Memo

To: Council

From: Heritage Advisory Committee
Melanie Knight, Director of Development Services and Engineering

Date: **September 23, 2025**

Subject: **Heritage Permit Application R01-FRI-25 - 125 Brougham Street**

Recommendation:

THAT Council approve the Major Heritage Permit on the subject lands municipally known as 125 Brougham Street, Almonte Ward, Municipality of Mississippi Mills as follows:

- add an additional window on the south façade by relocating the existing window from the east side of the building; and
- alter the east side window opening to a door on the east façade

subject to the issuance of a heritage permit containing the conditions, similar in effect to Attachment A.

Background Information:

Heritage Permit Application R01-FRI-25 was presented to the Heritage Advisory Committee on September 3, 2025. The application seeks approval to add an additional window on the south façade (Clyde St) by relocating the existing window from the east side of the building (rear) and to enlarge the east window opening for a rear door on the east façade. Additional details and drawings are provided in Attachment B - Staff Report – R01-FRI-25 – 125 Brougham.

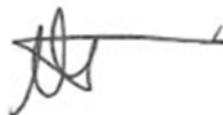
The subject property is individually designated under Part IV of the Ontario Heritage Act, by-law 1-1997, and has a Conservation Easement Agreement with the Ontario Heritage Trust, which has provided the Applicant with approval for the proposed work.

During the meeting, Heritage Committee members discussed items related to egress from the rear of the building where a future deck will be proposed under a new heritage permit application. The applicant is aware that any future exterior work outside the scope of the current heritage application will require subsequent

approvals by Heritage Committee, Council, and the Ontario Heritage Trust. It was also noted that staff, with support of the Municipality's heritage consultant, will review and approve all paint colours associated with the new door and window, and that structural details will be included in the drawings submitted with the building permit application.

A Heritage Permit is considered 'applicable law' under the Ontario Building Code, and the applicant has already applied for the necessary building permit to undertake the construction approved by the Heritage Committee. A building permit cannot be issued until Council approves the Heritage Permit and staff do not want the issuance of the Heritage Permit to delay the issuance of the associated building permit.

Signed:



Michael Rikley-Lancaster
Committee Chair

Melanie Knight
Director of Development Services and
Engineering

Attachments:

Attachment A - Recommended Conditions for Heritage Permit

Attachment B - Staff Report – R01-FRI-25 – 125 Brougham

Attachment A – Recommended Conditions for Heritage Permit

Prior to the issuance of a building permit:

1. The applicant shall provide a shop drawing to the municipal heritage consultant and municipal staff and the showing all details of the proposed rear doors including a fenestration pattern that reflects that of the window being replaced, which features four large rectangular panes separated by thick muntin bars.
2. The applicant shall provide samples of all paint colours to the municipal heritage consultant and municipal staff for approval.
3. The applicant shall provide samples of the stone to be used for the new door sill and lintel and other stonework associated with the rear door.
4. The applicant shall enter into an agreement with the Municipality to provide a plaque in a location to be determined that describes the history of the building and the changes to it, as follows:

The former North Lanark Registry Office was constructed in 1879 to designs based by Kivas Tully, Ontario's Chief Architect. Tully, Ontario's Chief Architect, developed a standard design for land registry offices that was used for at least 20 buildings across the province. Eastern Ontario examples include Perth, (1872), the City of Ottawa (1873-74), Prescott (1871) Pembroke, (1869), and Picton (1871). The North Lanark Registry Office is a simple rectangular structure with classical temple massing, a pedimented front (south) façade and symmetrical side (east and west) facades punctuated by both semi-circular and segmental-arched windows with stone lintels, sills and surrounds. Built of locally quarried limestone, the buildings light-coloured walls contrast with the darker stone window and door trim.

In 2025, the building was converted to a private residence. To accommodate the new use, the rear window was moved to the east façade, and a door was installed in the window's original location. Although the original symmetrical façade no longer exists, the building's altered design will serve its residential use.

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

STAFF REPORT

MEETING DATE: September 3, 2025

TO: Heritage Advisory Committee

FROM: Melanie Knight, Director of Development Services and Engineering

SUBJECT: **Heritage Permit Application R01-FRI-25 – 125 Brougham**

OWNER/APPLICANT: Ken Friesen

RECOMMENDATION:

THAT Heritage Advisory Committee recommend that Council approve the Major Heritage Permit to on the subject lands municipally known as 125 Brougham Street, Almonte Ward, Municipality of Mississippi Mills as follows:

- **add an additional window on the south façade by relocating the existing window from the east side of the building; and**
- **alter the east side window opening to a door on the east façade**

subject to the issuance of a heritage permit containing the conditions, similar in effect to Attachment A.

PROPOSED DEVELOPMENT:

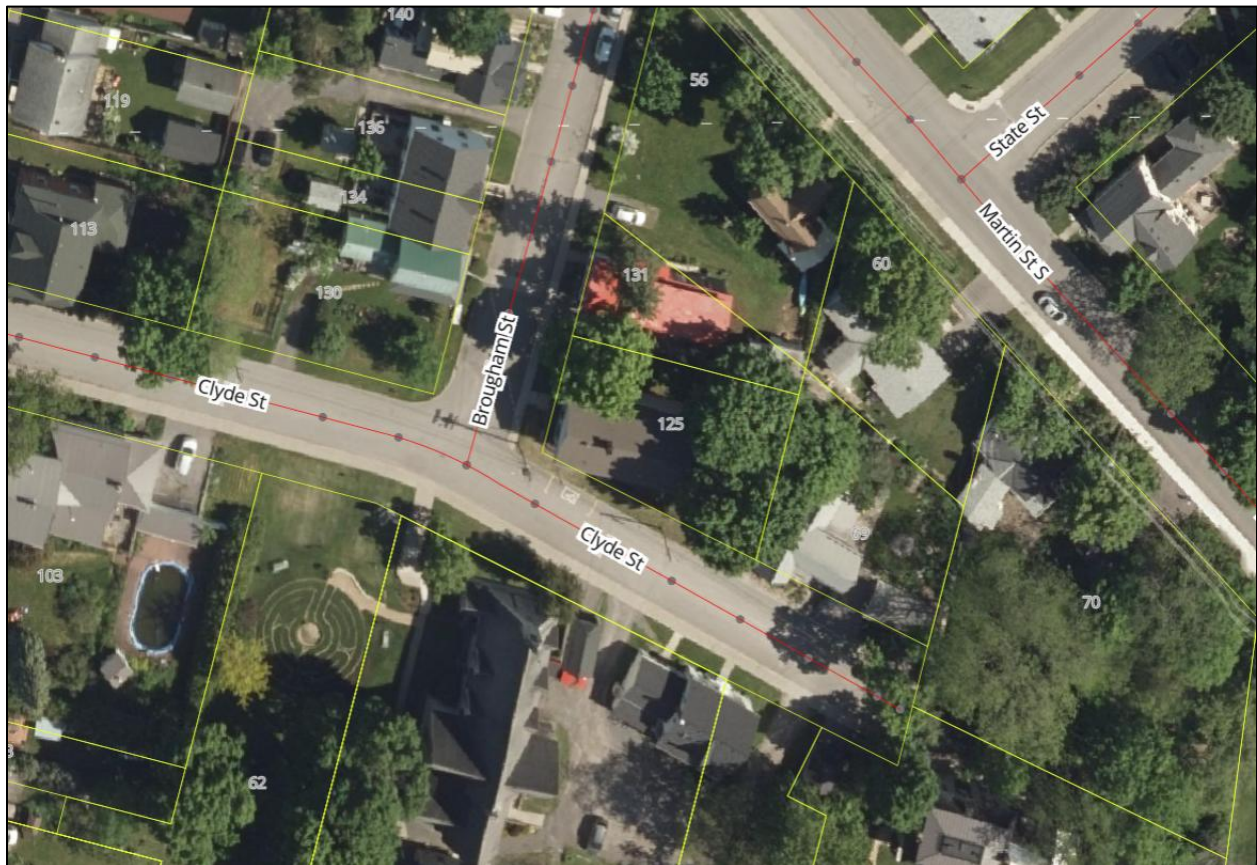
The purpose and effect of Heritage Permit Application R01-FRI-25 is to obtain approval to add an additional window on the south façade (Clyde St) by relocating the existing window from the east side of the building (rear) and to enlarge the east window opening for a rear door on the east façade. Details of the proposed alterations are contained in Attachment B and site photos are contained in Attachment C.

The Applicant has expressed interest in converting the former Registry Office into a residential dwelling in the future. While this change of use is anticipated, the scope of the current application is focused on aligning the building with Ontario Building Code requirements and establishing a built form that is suitable and desirable for future residential use. Specifically, the new door proposed at the rear of the building will create a second means of egress from the building and the relocation of the rear window to the east façade will be beneficial from the standpoint of light exposure and ventilation of the interior.

BACKGROUND:

The subject property is located at the corner of Brougham and Clyde Streets in Almonte. The property is designated Residential in the Community Official Plan and zoned Residential First Density (R1) in Zoning By-law #11-83. Figure 1 below shows an aerial image of the subject property.

Figure 1: Subject Lands



The subject property is individually designated under Part IV of the Ontario Heritage Act; By-law 1-1997 which individually designates the subject property is provided by Attachment D. The Act requires that all alterations to designated properties receive the approval of Municipal Council prior to the issuance of a building permit.

The existing building on the subject property is the former North Lanark Registry Office. The Registry Office ceased to function as the township registry office in 1993, and its ownership passed to the Municipality. The property was subsequently sold in 2023, and it has since served as a music studio.

Registry Offices were critical to the settling of the province in the 19th century and a standard plan was developed in the 1870s by Chief Provincial Architect Kivas Tully as a cost-efficient way to build registry offices quickly. Tully chose a classical temple style for

these structures to convey an impression of permanence and order. With few variations, 19th century Registry Offices featured gable roofs, a symmetrical front façade with semi-circular window and door openings with stone surrounds, sills and lintels, often in a contrasting colour.

The former North Lanark Registry Office is a good example of the standard plan. The building, constructed of locally quarried limestone features symmetrically placed semi-circular and segmentally arched windows and main with dark contrasting sandstone surrounds, keystones, sills and lintels. The main (south) façade features a pediment and stone panels inscribed with “1879, County Registry Office.”

EVALUATION:

Ontario Heritage Trust Easement

While under municipal ownership, a Conservation Easement Agreement was granted to the Ontario Heritage Trust for the subject property. The Trust, a provincial agency, is dedicated to preserving, protecting, and promoting Ontario’s heritage by safeguarding significant places, landscapes, and traditions for future generations. Conservation easements are voluntary legal agreements between property owners and the Trust that protect key heritage features. These agreements are registered on title and remain in effect for all future owners, allowing the Trust to protect heritage properties without assuming ownership. The Agreement for this property is included as Attachment E – Ontario Heritage Trust Conservation Easement Agreement.

Section 1.1 of the Agreement stipulates that the Owner must obtain prior written approval from the Trust before undertaking any alterations that would materially affect the appearance or construction of heritage elements. Notably, this applies to proposed alterations to both the exterior and interior. If the Trust does not respond within sixty (60) days of receiving a written request for such work, approval is deemed to have been granted by default. In accordance with this provision, the Applicant provided Staff with written confirmation that a request was submitted to the Trust for the proposed scope of work. Although a response was received from the Trust, it was issued outside the 60-day comment period and confirmed that the proposed work was approved by default under the terms of the Agreement.

Properties Designated under Part IV of the Ontario Heritage Act

Section 33 of the Ontario Heritage Act stipulates that changes to heritage buildings obtain the written approval of City Council before a building permit can be issued or any work on the designated property can proceed. Approval is required to ensure that the heritage attributes and cultural heritage value of the designated property are conserved.

Parks Canada published the “Standards and Guidelines for the Conservation of Historic Places in Canada” (2003, revised 2011). The “Standards and Guidelines” outline conservation principles and provide guidelines for the management of projects involving heritage resources across Canada. Heritage professionals rely on the “Standards and

Guidelines” for guidance and advice when assessing alterations to designated properties. The “Standards and Guidelines” consist of a set of 14 standards and related guidelines developed to address a wide range of conservation issues to ensure that conservation decisions maintain the heritage value of designated historic places.

There are three Standards relating to the Rehabilitation of historic places to meet contemporary needs. Standard 11 addresses additions, stressing that the new work be “physically compatible with, subordinate to and distinguishable from the historic place.” There are two interventions to the Registry Office; the insertion of a new door and the creation of a new window opening to house the original rear window. The design of the door will evoke the character of the window it replaces but will be contemporary and thus distinguishable from the historic place.

To clarify that the new location of the historic rear window was not part of the architect’s original design intent, and to emphasize that this change is a contemporary intervention, staff recommend installing an interpretive plaque on the building at the owners’ expense. The plaque would document the alterations made to the structure, making them clearly distinguishable from the original design. A draft of the proposed plaque text can be found in Attachment A.

SUMMARY:

Having reviewed and assessed the proposed Heritage Permit application, Staff are satisfied that the proposed alterations respect the Standards and Guidelines for the Conservation of Historic Places in Canada subject to the recommended conditions contained in Attachment A to be included in the heritage permit.

Respectfully submitted by,

Approved by,



Sally Coutts
Municipal Heritage Consultant

Melanie Knight
Director of Development
Services and Engineering

ATTACHMENTS:

1. Attachment A – Recommended Conditions for Heritage Permit
2. Attachment B – Submission from Applicant
3. Attachment C – Site Photos
4. Attachment D – Designating By-law 1-1997
5. Attachment E – Conservation Easement Agreement

Attachment A – Recommended Conditions for Heritage Permit

Prior to the issuance of a building permit:

1. The applicant shall provide a shop drawing to the municipal heritage consultant and municipal staff and the showing all details of the proposed rear doors including a fenestration pattern that reflects that of the window being replaced, which features four large rectangular panes separated by thick muntin bars.
2. The applicant shall provide samples of all paint colours to the municipal heritage consultant and municipal staff for approval.
3. The applicant shall provide samples of the stone to be used for the new door sill and lintel and other stonework associated with the rear door.
4. The applicant shall enter into an agreement with the Municipality to provide a plaque in a location to be determined that describes the history of the building and the changes to it, as follows:

The former North Lanark Registry Office was constructed in 1879 to designs based by Kivas Tully, Ontario's Chief Architect. Tully, Ontario's Chief Architect, developed a standard design for land registry offices that was used for at least 20 buildings across the province. Eastern Ontario examples include Perth, (1872), the City of Ottawa (1873-74), Prescott (1871) Pembroke, (1869), and Picton (1871). The North Lanark Registry Office is a simple rectangular structure with classical temple massing, a pedimented front (south) façade and symmetrical side (east and west) facades punctuated by both semi-circular and segmental-arched windows with stone lintels, sills and surrounds. Built of locally quarried limestone, the buildings light-coloured walls contrast with the darker stone window and door trim.

In 2025, the building was converted to a private residence. To accommodate the new use, the rear window was moved to the east façade, and a door was installed in the window's original location. Although the original symmetrical façade no longer exists, the building's altered design will serve its residential use.



MAJOR HERITAGE PERMIT APPLICATION FORM

FOR OFFICE USE ONLY

Date the Application is Received by Municipality:

A. IF YOU ARE UNABLE TO ANSWER ANY OF THESE QUESTIONS, PLEASE CONTACT THE MUNICIPAL PLANNER FOR ASSISTANCE.

1. Registered Owner's Name:

Address:

Postal Code:

E-mail:

Telephone: Home
 Cell

2. Applicant/Agent Name:

(If different than Owner)

Address:

Postal Code:

E-mail:

Telephone: Home
 Cell

3. Send Correspondence To?

Owner ☒

Applicant/Agent ☒

4. Legal Description of Property:

Ward (Former Municipality) ALMONTÉ

Lot(s) 785 PART

Lot(s) ANDERSON SECTION

Part(s) _____

Street Address 125 BROUHAM ST.

PIN Address _____

Concession _____

Registered Plan 6262

Reference Plan _____

Roll # 0931-020-025-09300.0000

Survey Attached Yes ☐ No ☒

5. Are there any easements or restrictive covenants affecting the subject property?

Yes ☒ No ☐

If yes, please describe the easement or covenant: Designated Heritage

Municipally & Provincially

6. Existing use of subject property and length of time this use has continued on the subject property (please provide length of time that the existing use has continued):

~~Commercial~~ / Residential. Since Dec 1/22

Business

When town sold & changed zoning

7. Dimensions of lands affected:

Frontage: 62 FT
Depth: 98 FT
Area: _____
Width of Street: _____

8. Type of Application:

Alteration ☒
Demolition ☐
Maintenance ☐
Repair ☐

Addition ☐
Erection ☐
Removal ☐

9. Present Official Plan designation of the subject property:

10. Present Zoning By-Law designation of the subject property:

11. Other applications submitted with this application:

Official Plan Amendment ☐
Plan of Subdivision ☐

Minor Variance ☐
Building Permit ☒

Consent ☒
No Plan ☐

If yes, please indicate what the related file number is: _____

12. Explanation of proposed development:

a) Proposed change(s)/use(s):

CREATE 2 DOOR AT REAR WHERE A WINDOW EXISTS
AND MOVE WINDOW & STONWORK DETAILING TO THE SOUTH
SIDE TO CREATE A SECOND WINDOW MATCHING THE FIRST

b) Reasoning for change(s):

ADD 2 SECOND EGRESS & ALLOW FOR MORE LIGHT
AND AIRFLOW IN THE REAR BAY OF THE BUILDING

Please attach a fully dimensional site plan with all buildings and structures.

13. Date of construction of all buildings and structures on subject lands:

1879

14. Have the subject lands ever been the subject of an application for an official plan amendment, zoning amendment, minor variance or site plan control?

Yes ☐ (please provide details below) No ☒ PREVIOUSLY OWNED BY
MUNICIPALITY

15. Existing use and zoning of the abutting properties (including properties on opposite side of road allowance):

RESIDENTIAL, INSTITUTIONAL? (CHURCH)

16. Is the property individually designated under Part IV of the Ontario Heritage Act?

Yes ☒ No ☐

17. Is the property individually designated under Part V of the Ontario Heritage Act?

Yes ☐ No ☒

18. Character defining elements as per heritage designation by-law. If yes, please provide the by-law number. Please attach photos, site plans, and/or drawings.

BY-LAW #1-1997

19. Does this application require demolition of an existing building or part of the building?

Yes ☒ (please provide details below) No ☐

MOVING HERITAGE STONEMWORK & WINDOW TO
ANOTHER WALL OF BUILDING & REPLACING VOID WITH
DOORS OF APPROPRIATE SCALE & MATERIAL & DESIGN.

20. Services Currently Available, or to be Available:

	<u>Municipal Water</u>	<u>Private Water</u>	<u>Municipal Sewers</u>	<u>Private Septic</u>
Existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RN23341

PLAN SHOWING
PART OF LOT 85
REGISTERED PLAN N° 6262
ANDERSON SECTION

TOWN OF
ALMONTE
COUNTY OF
LANARK
Scale: 1 inch = 30 feet
1969

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT:
1. This survey and plan are correct and in accordance with The
Survey Act and The Registry Act and the regulations made
thereunder.
2. The survey was completed on the 18th day of April 1969.

May 2, 1969

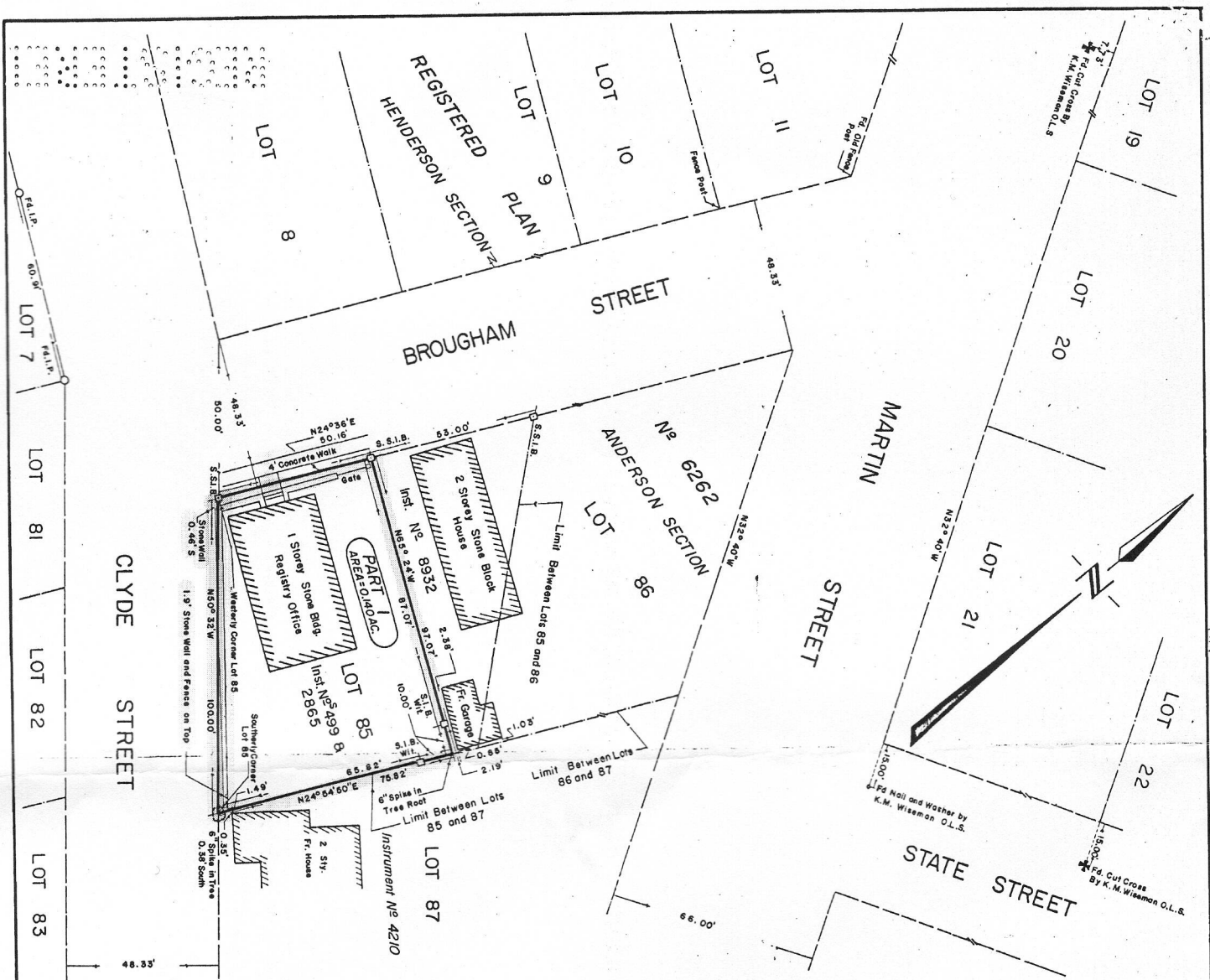
J. L. Hill
J. L. HILL
Ontario Land Surveyor

This plan is prepared in accordance with my instructions.

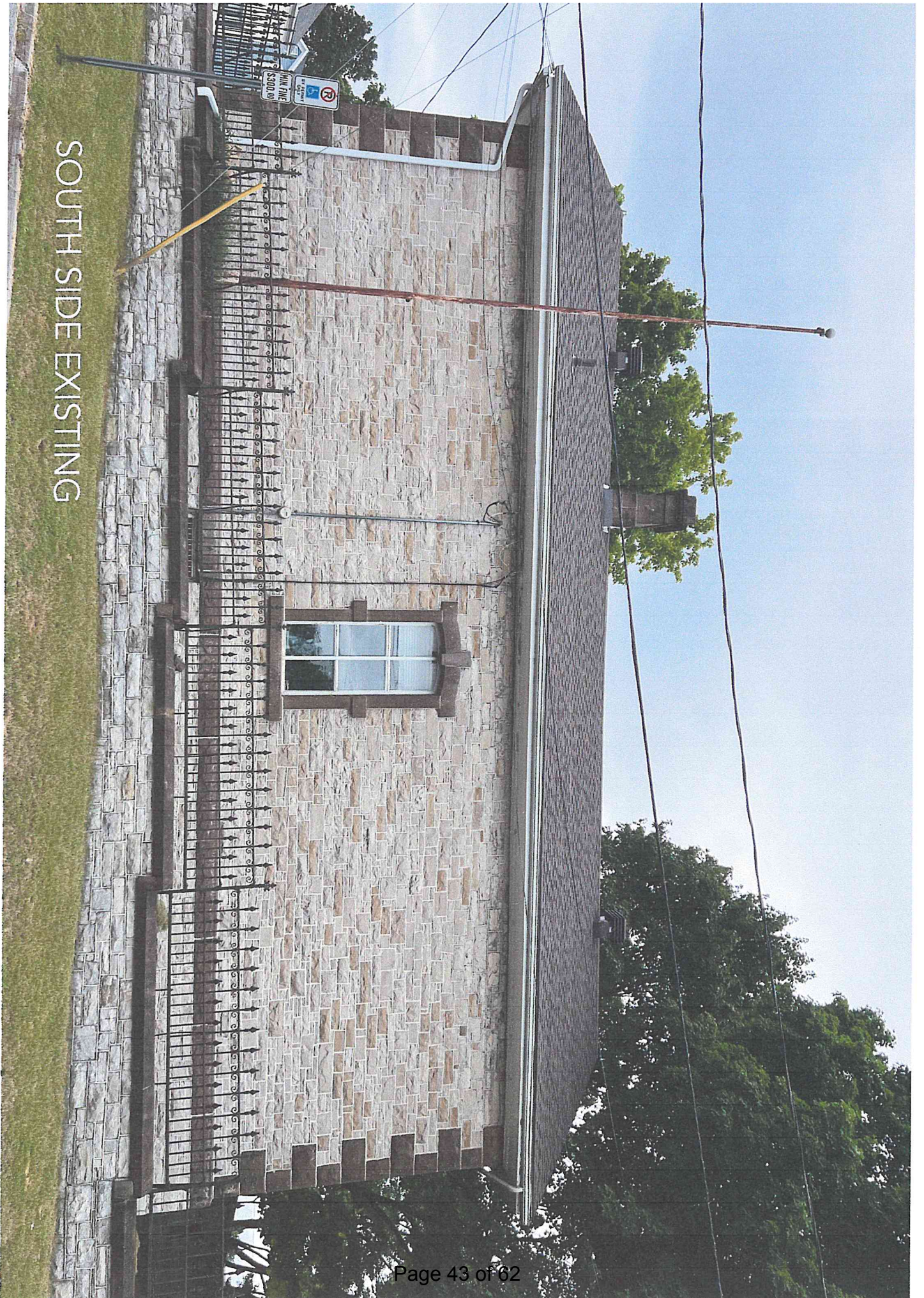
G. B. Wright
G. B. WRIGHT
Ontario Dept. of Public Works.

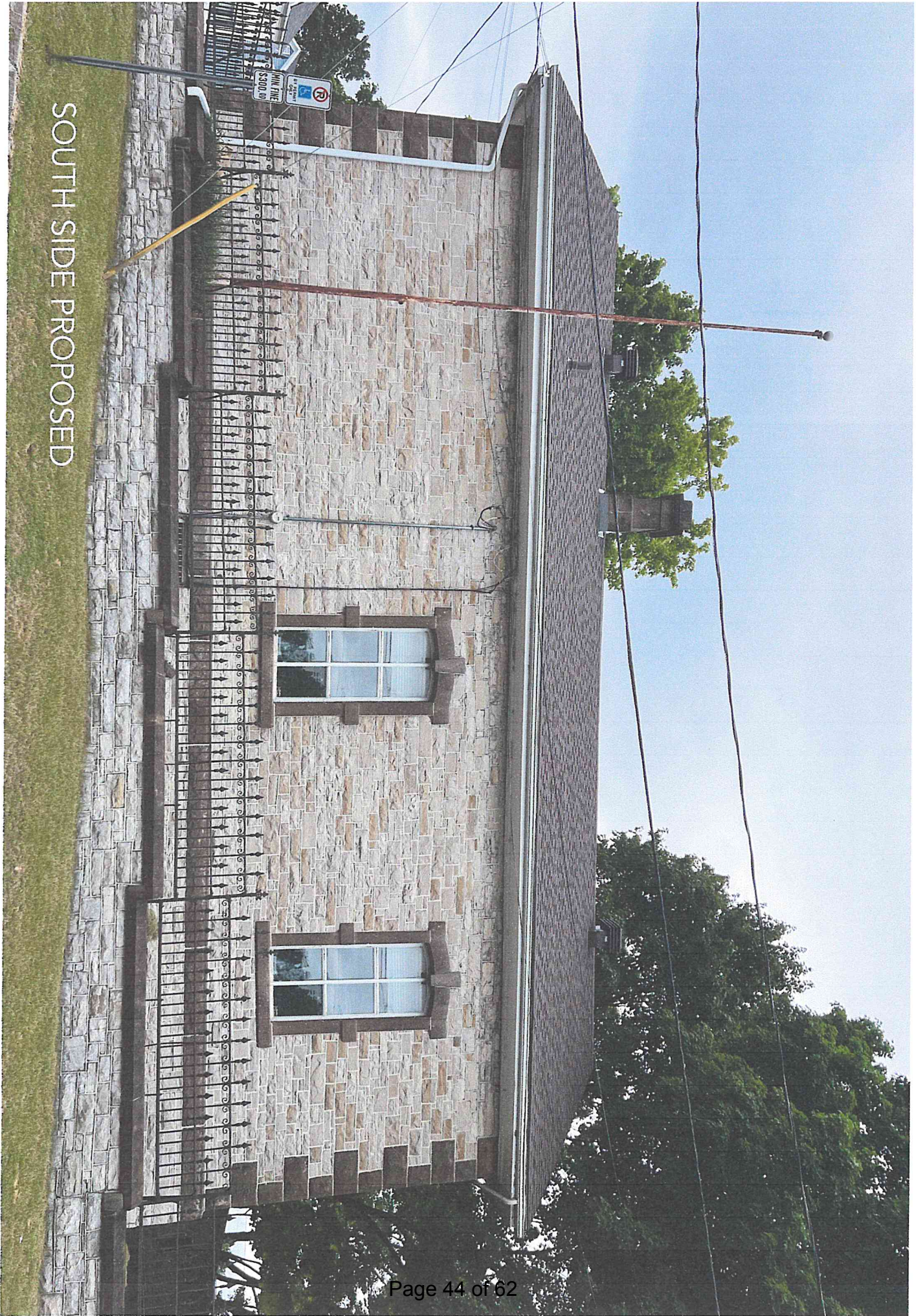
BEARING REFERENCE
Bearings are derived from the easterly limit of Martin Street
having a bearing of N32° 40' W as shown on Plan Registered
in the Registry Office for the North Riding of the County of
Lanark as N° 6262 dated December 1, 1933 by E. Wikie O.L.S.

Survey Party Chief: J. Diamond
Drawn by: G. S. Walters
Examined by: J. S. Walters
ONTARIO DEPARTMENT OF PUBLIC WORKS
Toronto, Ontario
May 2, 1969
744-11



SOUTH SIDE EXISTING





SOUTH SIDE PROPOSED

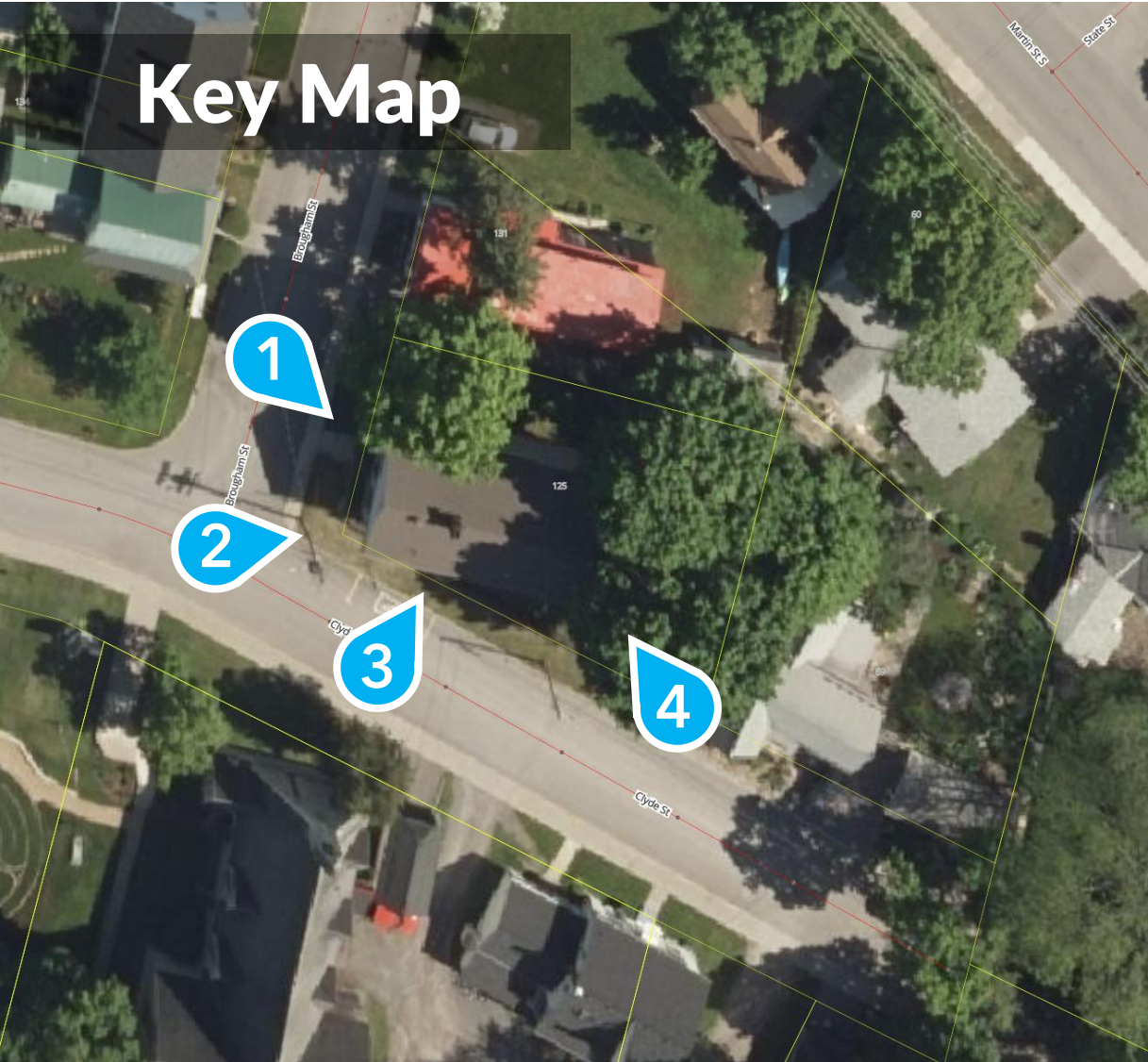


REAR EXISTING



REAR PROPOSED

ATTACHMENT C – SITE PHOTOS



CORPORATION OF THE TOWN OF ALMONTE

BY-LAW #1-1997

BEING a By-law to designate the premises known municipally as 125 Brougham Street, as being of architectural and historical value and interest.

WHEREAS the Ontario heritage Foundation Act, R.S.O. 1990, Chapter 0.18 authorizes the Council of a Municipality to enact By-laws to designate real property, including all buildings and structures thereon to be of architectural value or interest; and

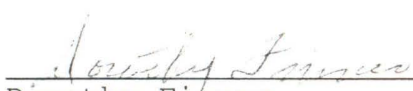
WHEREAS the Council of the Corporation of the Town of Almonte has caused to be served on the owner of the building situated on Part of Lot 85, plan 6262, Anderson Section in the Town of Almonte and upon The Ontario Heritage Foundation notice of intention to so designate the aforesaid real property and have caused such notice of intention to so designate, to be published in the newspaper having general circulation in the Municipality, and

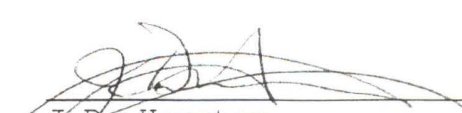
WHEREAS no notice of objection to the proposed designation has been served on the Clerk of the Municipality;

THEREFORE, the Council of the Corporation of the Town of Almonte enacts as follows:

1. There is designated as being of architectural and historical value and interest, the real property known municipally as 125 Brougham Street, Town of Almonte.
2. The Clerk is hereby authorized to cause a copy of this By-law to be registered against the property described, in the proper Land Registry Office.
3. The Clerk is hereby authorized and directed to cause a copy of this By-law be served upon the owner of the property and The Ontario Heritage Foundation and to cause the passing of this By-law to be published in the newspaper having general circulation in the Municipality.
4. That Schedule "A" hereto attached shall form part of this By-law.

READ a first, second and third time and finally passed this 14th. day of January, 1997.


Dorothy Finner
Mayor


J.D. Houston
Clerk-Treasurer

Schedule "A"

To by-law #1-1997

Property Designation
North lanark Registry office

Town of Almonte
125 Brougham Street
Almonte, Ontario K0A 1A0

Short Designation:

The former North Lanark Registry Office at 125 Brougham Street located in the Town of Almonte, was built in 1879 to replace a smaller building, following the standard design for Ontario Registry offices by Provincial Architect Kivas Tully.

This impressive grey limestone structure occupies a prominent location in Almonte, as well as playing an important role in the history of the town since all land transactions for the area were registered there.

The classic revival influence predominates with arched windows on either side of the central door. Detailing such as cornerstones, keystones and quoins in dark brown stone.

This building was a focal point in Almonte for over 100 years of business, and is worthy of heritage designation as a sample of a stone building in almost its original state.

ATTACHMENT E - CONSERVATION EASEMENT AGREEMENT



An agency of the Government of Ontario



Un organisme du gouvernement de l'Ontario

Ontario Heritage Trust heritage conservation easement property

Under Ontario Heritage Act section 10 (1) (c), the Trust may enter into agreements, covenants and easements with owners of real property or interests in real property for the conservation, protection and preservation of the heritage of Ontario. Under section 22 (1), any easement or covenant entered into by the Trust may be registered against the real property affected in the proper land registry office.

Conservation easements are voluntary legal agreements between heritage property owners and the Ontario Heritage Trust that protect significant features of a property. The terms of the easement are registered on the property title and apply to the easement donor and all future owners of the property. Easements allow the Trust to protect a heritage site without owning it. They also offer conservation-minded Ontarians an opportunity to permanently protect the heritage value of their property while continuing to enjoy it.

This document was retrieved from the Ontario Heritage Act Register, which is accessible through the website of the Ontario Heritage Trust at **www.heritagetrust.on.ca**.

Bien faisant l'objet d'une servitude de conservation du patrimoine par la Fiducie du patrimoine ontarien

En vertu de l'alinéa 10(1)c) de la *Loi sur le patrimoine de l'Ontario*, la Fiducie peut conclure des ententes et des engagements avec les propriétaires de biens immeubles ou les titulaires des droits qui s'y rattachent, et constituer des servitudes avec eux, en vue de la conservation, de la protection et de la préservation du patrimoine de l'Ontario. En vertu du paragraphe 22(1), les servitudes constituées ou les engagements conclus par la Fiducie peuvent être enregistrés sur les biens immeubles visés au bureau d'enregistrement immobilier approprié.

Les servitudes protectrices du patrimoine sont des ententes juridiques volontaires conclues entre les propriétaires de biens patrimoniaux et la Fiducie du patrimoine ontarien. Elles visent à protéger les caractéristiques importantes d'une propriété. Les conditions de la servitude sont enregistrées sur le titre de propriété et s'appliquent au donateur de même qu'à tous les propriétaires futurs. Les servitudes permettent à la Fiducie de protéger un site du patrimoine sans avoir à en devenir propriétaire. Elles offrent aussi l'occasion aux adeptes de la conservation en Ontario de protéger de façon permanente le caractère patrimonial de leurs propriétés, tout en pouvant continuer à en jouir.

Ce document est tiré du registre tenu aux fins de la *Loi sur le patrimoine de l'Ontario*, accessible à partir du site Web de la Fiducie du patrimoine ontarien au **www.heritagetrust.on.ca**.



Document General

Form 4 — Land Registration Reform Act

D

<div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold;">FOR OFFICE USE ONLY</div> <div style="text-align: center; padding: 10px;">196602 CERTIFICATE OF REGISTRATION LANARK CO. ALMONTE LAND REGISTRAR '98 NOV 13 AM 10 56 <i>Mandra G. Zweig</i></div> <div style="margin-top: 20px;">New Property Identifiers <div style="text-align: right;">Additional: See Schedule <input type="checkbox"/></div></div> <div style="margin-top: 10px;">Executions <div style="text-align: right;">Additional: See Schedule <input type="checkbox"/></div></div>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 12 pages <input checked="" type="checkbox"/>
	(3) Property Identifier(s) Block Property <div style="text-align: right;">Additional: See Schedule <input type="checkbox"/></div>	
	(4) Nature of Document HERITAGE EASEMENT AGREEMENT <i>Ontario Heritage Act, section 22</i>	
	(5) Consideration TWO Dollars \$ 2.00	
	(6) Description Part Lot 85, <i>Anderson Section</i> . Plan 6262 Town of Almonte County of Lanark Registry Division of Lanark as described in No. 174728 see page 8	
(7) This Document Contains: <div style="text-align: right;">Additional: See Schedule <input type="checkbox"/></div>	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>
(8) This Document provides as follows: Covenants and easements pursuant to section 22 of the <i>Ontario Heritage Act</i> , R.S.O. 1990, c.O.18. See Easement Agreement attached. <div style="text-align: right;">Continued on Schedule <input type="checkbox"/></div>		
(9) This Document relates to instrument number(s) Transfer/Deed No. 174728		
(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D ONTARIO HERITAGE FOUNDATION by its solicitor Mandra G. Zweig <div style="text-align: right;"><i>Mandra G. Zweig</i> 1998 11 09</div>		
(11) Address for Service 10 Adelaide Street East, Toronto ON M5C 1J3		
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D 		
(13) Address for Service		
(14) Municipal Address of Property 125 Brougham Street Almonte ON K0A 1A0	(15) Document Prepared by: Mandra G. Zweig, Counsel Legal Services Branch Ministry of Citizenship, Culture and Recreation: 77 Bloor Street West F2 Toronto ON M7A 2R9 (dp) Page 51 of 62	
FOR OFFICE USE ONLY		Fees and Tax Registration Fee <u>50</u> Total

SCHEDULE

THIS EASEMENT AGREEMENT dated as of the 27TH day of FEBRUARY 1998
 as authorized by By-law No. _____ of The Corporation of the Town of Almonte

B E T W E E N:

THE CORPORATION OF THE TOWN OF ALMONTE
 hereinafter called the "Owner"

OF THE FIRST PART;

- and -

ONTARIO HERITAGE FOUNDATION,
 a body corporate continued by
 the Ontario Heritage Act, R.S.O. 1990, c.O18,
 hereinafter called the "Foundation"

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of certain lands and premises situated in the Town of Almonte in the County of Lanark (hereinafter called the "Property"), being composed of part of Lot 85 on Plan 6262 Anderson Section and more particularly described in **Appendix "A"** attached hereto;

AND WHEREAS by section 7(c) of the *Ontario Heritage Act*, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 10 (1) (b) of the *Ontario Heritage Act*, the Foundation is entitled to enter into agreements, covenants and easements with owners of real property, or interests therein, for the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 22 of the *Ontario Heritage Act*, such covenants and easements entered into by the Foundation, when registered in the proper land registry office against the real property affected by them, run with the real property and may, whether positive or negative in nature, be enforced by the Foundation or its assignee against the Owner or any subsequent owners of the real property, even where the Foundation owns no other land which would be accommodated or benefitted by such covenants and easements;

AND WHEREAS the Owner and the Foundation desire to conserve the aesthetic and scenic character and condition of the Property and the present historical, architectural, aesthetic and scenic character and condition of the exterior of the building on the Property together with the interiors of the building on the Property shown/described in **Appendix "B"** attached hereto (all of which are hereinafter called the "Heritage Elements");

AND WHEREAS to this end, the Owner and the Foundation desire to enter into this Easement Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Foundation to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the easements herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the Foundation agree to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 Duties Of Owner

1.1 Normal Repairs And Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the Foundation, undertake or permit any demolition, construction, reconstruction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Heritage Elements. The approval required to be obtained from the Foundation herein shall be deemed to have been given upon the failure of the Foundation to respond in writing to a written request for it within sixty (60) days of receiving such request at its address as set out in paragraph 10.2 of this Agreement. If the approval of the Foundation is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of or deemed to be

approved of, shall use materials and methods specified by the Foundation. The Owner may, without the prior written approval of the Foundation, undertake or permit the repair or refinishing of presently existing parts or elements of the Heritage Elements damage to which has resulted from casualty, loss, deterioration, or wear and tear, provided that such repair or refinishing is not performed in a manner which would materially affect the construction or appearance of the Heritage Elements.

1.2 Insurance

The Owner shall at all times during the currency of this Agreement keep the building insured against normal perils that are coverable on an all risk policy basis, including fire, in an amount equal to the replacement cost of the building. The policy shall name Her Majesty the Queen in right of Ontario as a named insured. The Owner shall have a form as set out in **Appendix "C"** attached hereto completed and certified by its insurance company and delivered to the Foundation within three (3) weeks of the execution of this Agreement, and thereafter evidence satisfactory to the Foundation of the renewal of insurance shall be delivered to the Foundation at least three (3) clear days before the termination thereof. If the Owner fails to so insure the building, or if any such insurance on the building is cancelled, the Foundation may effect such insurance as the Foundation reasonably deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the Foundation, or if not, shall be a debt owing to the Foundation and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under the Owner's insurance policy or policies on the building shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the building to the fullest extent possible having regard to the particular nature of the building and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the building if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under the Owner's insurance policy or policies. In the event that the proceeds receivable by the Owner under the Owner's insurance policy or policies are insufficient to effect a partial or complete restoration of the Heritage Elements, the Foundation shall have the privilege, but not the obligation, of contributing additional monies towards the replacement, rebuilding, restoration, or repair costs in order to effect a partial or complete restoration of the Heritage Elements provided that the Foundation shall notify the Owner of the Foundation's intention to do so within forty (40) days after receiving from the Owner (a) the written request for permission to demolish referred to in paragraph 1.3, or (b) all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements as the case may be.

1.3 Demolition

The Owner shall notify the Foundation of any damage or destruction to the building within ten (10) clear days of such damage or destruction occurring. In the event that the building is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved or because of the particular nature of the building, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval of the Foundation to demolish the building, and in the event of receiving the approval in writing of the Foundation, be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the building. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within forty (40) days of the receipt thereof.

1.4 Reconstruction By Owner

If the Foundation does not give the approval referred to in paragraph 1.3, or if the Owner has not requested such approval, the Owner shall replace, rebuild, restore or repair the building to the limit of any proceeds receivable under the Owner's insurance policy or policies on the building and of any additional monies contributed by the Foundation towards the replacement, rebuilding, restoration or repair of the Heritage Elements under the provisions of paragraph 1.2 to effect a partial or complete restoration of the building. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements to the Foundation for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the building. A refusal by the Foundation to approve any plans and specifications may be based upon choice of materials, unattractive appearance, nonconforming architectural style, or any other ground or grounds, including but not limited to purely aesthetic grounds, and the determination of the Foundation shall be final. The Owner shall not commence or cause restorative work to be commenced on the Heritage Elements before receiving the written approval of the Foundation of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the Foundation may stipulate. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within thirty (30) days of the receipt of such request by the Foundation. The only exception to this requirement for approval shall be where the Owner receives the written recommendation of a professional engineer that immediate repair to the building structure is required. The repair shall be undertaken in such a manner that it does not cause irreparable harm or materially or permanently alter the Heritage Elements prior to obtaining the Foundation's consent for approval of plans and specifications. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Heritage Elements to be commenced within thirty (30) days of the approval by the Foundation of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond its control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the Foundation.

1.5 Reconstruction By Foundation

In the event that the request to demolish the building is not submitted or is refused pursuant to the provisions of paragraph 1.3 and the Owner fails to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements pursuant to paragraph 1.4 which are acceptable to the Foundation within one hundred and thirty-five (135) days of the damage or destruction occurring to the building, the Foundation may prepare its own set of plans and specifications for the Heritage Elements. The Owner shall have thirty (30) days from receiving a copy of such

plans and specifications to notify the Foundation in writing that it intends to replace, rebuild, restore or repair the Heritage Elements in accordance with those plans and specifications. If the Owner does not so notify the Foundation within the said thirty (30) days, the Foundation may proceed with replacing, rebuilding, restoring or repairing the building up to the value of any insurance proceeds receivable by the Owner under the Owner's insurance policy or policies and of any additional amount that the Foundation is prepared to contribute to effect a partial or complete restoration of the Heritage Elements. The Owner shall reimburse the Foundation for any expenses incurred by the Foundation thereby to an amount not to exceed any insurance proceeds receivable by the Owner under the Owner's insurance policy or policies.

In the event that the Foundation does not submit its own plans and specifications or does not proceed with replacing, rebuilding, restoring or repairing the building within sixty (60) days after it becomes so entitled, unless it is prevented from so doing by the action or omission of the Owner or any tenant or agent of the Owner, or by any other factors beyond its control, the Foundation's rights under this paragraph shall automatically terminate and the Owner shall be entitled to retain the proceeds receivable under the Owner's insurance policy or policies and to demolish the building.

1.6 Maintenance Of The Building

The Owner shall at all times maintain the building in as good and sound a state of repair as a prudent owner would normally do so that no deterioration in the present condition and appearance of the Heritage Elements shall take place.

1.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the building of any signs, permanent storms, screens or awnings, television aerials or other similar objects without the prior written approval of the Foundation. Such approval may, in the sole discretion of the Foundation and for any reason which the Foundation considers necessary, be refused.

1.8 Activities with respect to the Property

The Owner shall not commit or permit any act of waste on the Property. With respect to the Property, the Owner shall not, except with the prior written approval of the Foundation,

- (a) grant any easement or right of way;
- (b) erect or remove or permit the erection or removal of any building, sign, fence, or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, or other materials;
- (e) allow the removal, destruction or cutting of trees, shrubs or other vegetation except as may be necessary for (i) the prevention or treatment of disease, or (ii) other good husbandry practices;
- (f) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the building or the Property, or (ii) causing any damage to the building;
- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

2.0 Approvals

2.1 Where any request for approval required under this Agreement is made, the determination of the Foundation may be based upon choice of materials, architectural design, historical authenticity, or any other grounds, not limited to purely aesthetic or historical grounds, but the Foundation's approval shall not be unreasonably withheld, unless otherwise stated.

3.0 Remedies Of Foundation

3.1 If the Foundation, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of its obligations set out in this Agreement, the Foundation may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the Foundation's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Foundation for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the Foundation for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the Foundation shall be the sole and final judge, the Foundation may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the Foundation for any expenses incurred thereby, up to

the estimated maximum costs of remedying the breach set out in the aforesaid notice. Such expenses incurred by the Foundation shall, until paid to it by the Owner, be a debt owed by the Owner to the Foundation and recoverable by the Foundation by action in a court of law.

4.0 Waiver

4.1 The failure of the Foundation at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Foundation of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Any waiver must be in writing and signed by the Foundation.

5.0 Extension Of Time

5.1 Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Foundation, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

6.0 Use of Property

6.1 The Owner expressly reserves for itself, its heirs, executors, representatives, successors and assigns the right to use the Property for all purposes not inconsistent with this Agreement.

7.0 Inspection Of The Property and Public Access

7.1 The Foundation or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the building upon prior written notice to the Owner of at least twenty-four (24) hours.

7.2 The Owner shall ensure that reasonable public access is available to the Property and the Building on a regular basis.

7.3 At the request of the Foundation or a local heritage organization, the Owner shall arrange for the Property and the Heritage Elements to be shown to the public on at least two (2) occasions during each calendar year and that reasonable prior notice of such a showing be given to the Foundation.

8.0 Plaque and Publicity

8.1 The Owner agrees to allow the Foundation to erect a plaque on the building, in a tasteful manner and at the Owner's expense, indicating that the Foundation holds a conservation easement on the Property. The Owner also agrees to allow the Foundation to publicize the existence of the easement.

9.0 Severability Of Covenants

9.1 The Owner and the Foundation agree that all covenants, easements and restrictions contained in this Agreement shall be severable, and that should any covenant, easement or restriction in this Agreement be declared invalid or unenforceable, the validity and enforceability of the remaining covenants, easements and restrictions shall not be affected.

10.0 Notice

10.1 Except in the event of an interruption in the postal service, any notices, requests for approval or grants of approval (collectively hereinafter referred to as "notice") required under this Agreement shall be delivered in person or sent by pre-paid registered mail addressed to the parties at their respective addresses as set out in paragraph 10.2. In the event that notice is delivered in person, the party receiving the notice shall forthwith acknowledge receipt of same in writing, and in that event, the notice shall be deemed to have been received on the date of such acknowledgement. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be deemed to have been received on the date of service as set out in such affidavit. In the event that notice is sent by pre-paid registered mail, it shall be deemed to have been received on the fourth business day following the day on which the notice was sent.

10.2 The respective addresses of the parties for such purposes presently are as follows:

THE OWNER

14 Bridge Street PO Box 400
Almonte ON K0A 1A0
Attention: Clerk-Treasurer

THE FOUNDATION

Ontario Heritage Centre
10 Adelaide Street East
Toronto ON M5C 1J3
Attention: Easements Program

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

10.3 In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 10.2, either in person or by special courier. The party receiving the notice shall forthwith acknowledge receipt of same in writing, and the notice shall be deemed to have been received on the date of such acknowledgement. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be deemed to have been received on the date of service as set out in such affidavit.

11.0 Costs

11.1 In the event that a dispute arises between the parties hereto because of this Agreement, each party shall be responsible for its own legal fees, court costs and all other similar expenses which may result from any such dispute.

12.0 Indemnification

12.1 The Owner shall hold the Foundation harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to person or property of every nature and kind (including death resulting therefrom), occasioned by any act or omission of the Owner related to this Agreement, save and except for any such liabilities and claims for or in respect of any act, deed, matter or thing made or done by the Foundation, its agents, servants or workers pursuant to paragraphs 1.5 and 3.0.

13.0 Baseline Documentation Report

13.1 When the Foundation has completed a report (the "Baseline Documentation Report") containing visual and written information relating to the condition of the Property and its heritage value, the Owner agrees to execute an acknowledgment in the Baseline Documentation Report to confirm the photographs and written information are accurate physical depictions and descriptions of the Property. Copies of the Baseline Documentation Report shall be provided by the Foundation to the Owner. An original copy of the Baseline Documentation Report will be filed in and may be examined at the Archives of Ontario.

14.0 Entirety

14.1 This written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.

15.0 Subsequent Instruments

15.1 Notice of these covenants, easements and restrictions shall be inserted by the Owner in any subsequent deed, lease or other legal instrument by which it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the building.

15.2 The Owner shall immediately notify the Foundation in the event that it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the building.

16.0 Covenants To Run With The Property

16.1 The covenants, easements and restrictions set out in this Agreement shall be registered on title to the Property by the Foundation and shall run with the Property and enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns as the case may be.

17.0 Headings

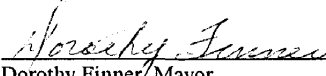
17.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference.


IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWN OF ALMONTE

per:

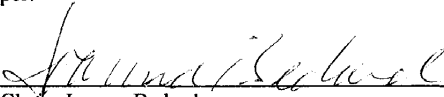

Dorothy Finner, Mayor

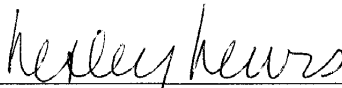

Des Houston, Clerk-Treasurer

we have authority to bind the corporation.

ONTARIO HERITAGE FOUNDATION

per:


Chair: Joanna Bedard


Executive Director: Lesley Lewis

we have authority to bind the corporation.

APPENDIX "A"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE TOWN OF ALMONTE, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 27TH day of FEBRUARY 1997⁸

DESCRIPTION OF THE PROPERTY

Part Lot 85, Plan 6262, Anderson Section
Town of Almonte
County of Lanark
Registry Division of Lanark:

PREMISING that the east limit of Martin Street on Plan 6262 has a bearing of NORTH 32 degrees 40 minutes WEST, as set out in Instrument 27341, and relating all bearings herein thereto;

COMMENCING at the west corner of Lot 85;

THENCE NORTH 24 degrees 36 minutes **EAST** along the northwest limit of Lot 85, being also the southeast limit of Brougham Street, 50.16 feet;

THENCE SOUTH 65 degrees 24 minutes **EAST** 97.07 feet to the southeast limit of Lot 85;

THENCE SOUTH 24 degrees 54 minutes 50 seconds **WEST** along the southeast limit of Lot 85, 75.82 feet to the south corner of Lot 85;

THENCE NORTH 50 degrees 32 minutes **WEST** along the southwest limit of Lot 85, being also the northeast limit of Clyde Street, 100 feet more or less to the **POINT OF COMMENCEMENT**.

BEING the lands described in No. 174728.

APPENDIX "B"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE TOWN OF ALMONTE, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 27TH day of FEBRUARY 1998

HERITAGE ELEMENTS - INTERIOR FEATURES

The interior features of the Heritage Elements comprise all of the interior features of the former Lanark North Land Registry Office. Such features include, without limitation, the following:

- a) floors;
- b) walls and wall coverings;
- c) windows and window sills;
- d) doors and door surrounds;
- e) ceilings; and
- f) all woodwork not forming a part of the foregoing items.

APPENDIX "C"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE TOWN OF ALMONTE, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 27th day of FEBRUARY 1998

CERTIFICATE OF INSURANCE

Name of Insurers:
Ins. Agent/Broker:
Address:
Agent/Broker Tel. No.

This is to certify that the insurance policy or policies detailed below are in force subject to the terms, conditions and exclusions of the policies.

Kind of Policy	Policy No.	Expiry Date Day Month Yr	Amount of Coverage	Form Written
DWELLING POLICY: <input type="checkbox"/> Fire <input type="checkbox"/> Extended Coverage <input type="checkbox"/> Malicious Damage				Walver of Subrogation in favour of HM Queen <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Actual cash value <input type="checkbox"/> Replacement cost <input type="checkbox"/> Co-Insurance clause <input type="checkbox"/> % <input type="checkbox"/> Stated amount <input type="checkbox"/> %
<input type="checkbox"/> Comprehensive Liability/Homeowner's Insurance				Policy subject to cross liability clause endorsement <input type="checkbox"/> Yes <input type="checkbox"/> No
COMMERCIAL POLICY: <input type="checkbox"/> Fire <input type="checkbox"/> Extended Coverage <input type="checkbox"/> Malicious Damage <input type="checkbox"/> All Risk <input type="checkbox"/> Comprehensive Liability				<input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Replacement Cost Value <input type="checkbox"/> Co-Insurance Clause % <input type="checkbox"/> Stated Amount % Policy subject to cross liability clause endorsement <input type="checkbox"/> Yes <input type="checkbox"/> No

It is hereby provided and agreed that Her Majesty in right of Ontario, as represented by the Ontario Heritage Foundation, 10 Adelaide Street East, Toronto, Ontario, M5C 1J3 is added as an additional named insured to the above Policy or Policies as its interests may appear.

It is also understood and agreed the undersigned certifies if any of these policies are cancelled or materially changed before the expiry date, so as to affect this Certificate; ten days prior written notice of such change or cancellation will be mailed to the Ontario Heritage Foundation (Attention: Easements Program) at the above address.

It is also understood in the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the Policy or Policies, then the Ontario Heritage Foundation shall forthwith give the notice upon becoming aware of the loss and shall deliver as soon as practicable the Proof of Loss.

Name of Insured	Name of Insurer
Address of Property	Signature of Insurer's Official
	Department or Title
Date	

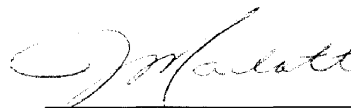
This Certificate must be signed only by an official of the Insurer. Signature of an agent or broker is not acceptable.

Additional Property Identifier(s) and/or Other Information

CONSENT

Pursuant to section 10(1)(b) of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, and delegated authority pursuant to section 7(1) of the *Ministry of Citizenship and Culture Act*, R.S.O. 1990, c. M.18, I, the undersigned Assistant Deputy Minister, Culture Division, Ministry of Citizenship, Culture and Recreation for the Province of Ontario, do hereby consent to the execution by the Ontario Heritage Foundation of the attached Easement Agreement between THE CORPORATION OF THE TOWN OF ALMONTE, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, and do hereby certify that the said Easement Agreement is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto this 22nd day of September, 1998.



Jane Marlatt
Assistant Deputy Minister
Culture, Sport & Recreation Division
Ministry of Citizenship, Culture and Recreation

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) part Lot 85 Plan 6262 AlmonteBY (print names of all transferors in full) THE CORPORATION OF THE TOWN OF ALMONTETO (see instruction 1 and print names of all transferees in full) ONTARIO HERITAGE FOUNDATIONI, (see instruction 2 and print name(s) in full) Mandra G. Zweig

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized ~~agent~~ solicitor acting in this transaction for (insert name(s) of principal(s)) ONTARIO HERITAGE FOUNDATION

☐ (e) The President, Vice President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above described conveyance

- ☐ contains at least one and not more than two single family residences
- ☐ does not contain a single family residence.
- ☐ contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5)

NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ <u>2.00</u>	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ <u>nil</u>	
(ii) Given back to vendor	\$ <u>nil</u>	
(c) Property transferred in exchange (detail below)	\$ <u>nil</u>	
(d) Securities transferred to the value of (detail below)	\$ <u>nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ <u>nil</u>	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ <u>nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ <u>2.00</u>	\$ <u>2.00</u>
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$ <u>nil</u>	
(i) Other consideration for transaction not included in (g) or (h) above	\$ <u>nil</u>	
(j) TOTAL CONSIDERATION	\$ <u>2.00</u>	

All Blanks
Must Be
Filled In.
Insert "Nil"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)

No relationship. Heritage preservation easement6. If the consideration is nominal, is the land subject to any encumbrance? N/A

7. Other remarks and explanations, if necessary. The transferee named in the attached instrument is an agent of Her Majesty the Queen by section 11(1) of the Ontario Heritage Act R.S.O. 1990 c.O.18. No tax is payable by the transferee under the Land Transfer Tax Act, section 2(8)

Sworn before me at the City of Torontoin the 9th day of November 1998

A Commissioner, etc.,
Province of Ontario, for the Ontario Government
Ministry of Citizenship, Culture and Recreation.

Property Information Record

Expires May 10, 2000.

- A. Describe nature of instrument Heritage Easement Agreement
- B. (i) Address of property being conveyed (if available) 125 Brougham Street
Almonte ON KOA 1A0
- (ii) Assessment Roll No. (if available) 09-31-020-025-09300
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) N/A
- D. (i) Registration number for last conveyance of property being conveyed (if available) 174728
- (ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☒ No ☐ Not known ☐
- E. Name(s) and address(es) of each transferee's solicitor

MANDRA G. ZWIG, Counsel, Legal Services Branch
Ministry of Citizenship, Culture and Recreation
77 Bloor Street West F2, Toronto ON M7A 2R9 (dp)

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
- (c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
- (d) If Yes, do all individual transferees wish to enroll at the French Immersion School Board (where established)? Yes ☐ No ☐