



COUNCIL MEETING AGENDA

Thursday, February 9, 2023 at 7:00 p.m.

By video conference – The meeting will be live streamed on YouTube at the following link:
<https://www.youtube.com/channel/UCCx9vXkywflJr0LUVkKnYWQ>

1. ROLL CALL

Verbal roll call by the Clerk.

2. APPROVAL OF THE AGENDA

THAT the Agenda and any Addendum distributed for the February 9, 2023 meeting of Council, be approved.

3. DECLARATION OF INTEREST BY MEMBERS

Members of Council are required to state any pecuniary interest in accordance with the Municipal Conflict of Interest Act.

4. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

THAT the minutes of the regular meeting of Council of January 12, 2023, be adopted.

5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

5.1. Proclamation & Flag Raising: Black History Month – February 2023

5.2. Proclamation & Delegation: Non-Profit Appreciation Week – February 13-19, 2023

A delegation from Michele Fisher, Executive Director, Dufferin Community Foundation, regarding Non-Profit Appreciation Week.

5.3. International Plowing Match

5.3.1. International Plowing Match Committee

A presentation from the International Plowing Match Committee regarding the upcoming Plowing Match in Amaranth.

5.3.2. Director of Development & Planning's Report – Financial Implications of In-Kind Requests

REPORT TO BE DISTRIBUTED WHEN AVAILABLE

6. PUBLIC QUESTION PERIOD

To submit your request to ask a question, please contact us at info@dufferincounty.ca or 519-941-2816 x2500 prior to 4:30 p.m. on February 8, 2023.

7. PRESENTATION AND CONSIDERATIONS OF REPORTS

7.1. Infrastructure and Environmental Services Minutes – January 26, 2023

THAT the minutes of the Infrastructure and Environmental Services meeting held on January 26, 2023, be adopted.

7.2. General Government Services Minutes – January 26, 2023

THAT the minutes of the General Government Services meeting held on January 26, 2023, and the recommendations set out, be adopted.

GENERAL GOVERNMENT SERVICES – January 26, 2023 – ITEM #2
Emergency Readiness Fund Grant Request – Grand Valley

THAT the report of the Manager – Preparedness, 911 & Corporate Projects dated January 26, 2023, regarding a Municipal Emergency Readiness Fund – Grant Request, be received;

AND THAT the request for the acquisition and installation of hybrid meeting/communications equipment by the Town of Grand Valley in the amount of \$10,000, be approved.

GENERAL GOVERNMENT SERVICES – January 26, 2023 – ITEM #3

Annual Cost of Living Adjustment Policy (non-union staff)

THAT the report from the Chief Administrative Officer, dated January 26, 2023, regarding the Annual Cost of Living Policy (non-union staff), be received;

AND THAT the Annual Cost of Living Adjustment policy for non-union staff be approved;

AND THAT Council Remuneration by-law be updated to reflect the same policy for annual cost of living adjustments;

AND THAT cost of living adjustment for 2023 be set at 4% with an effective date of July 1, 2023.

7.3. Health and Human Services Minutes – January 26, 2023

THAT the minutes of the Health and Human Services meeting held on January 26, 2023, and the recommendations set out, be adopted.

HEALTH & HUMAN SERVICES – January 26, 2023 – ITEM #1
2023 Draft Budget

THAT Dufferin County allocate the following funds be added to the Draft 2023 budget:

- \$50,000 to Orangeville Food Bank
- \$10,000 to Grand Valley Food Bank
- \$10,000 to Shepherd’s Cupboard Food Bank, Shelburne

7.4. Community Development and Tourism Minutes – January 26, 2023

THAT the minutes of the Community Development and Tourism meeting held on January 26, 2023, and the recommendations set out, be adopted.

COMMUNITY DEVELOPMENT & TOURISM – January 26, 2023 – ITEM #1
Ontario Plowmen’s Association

THAT County Council support the International Plowing Match (IPM) happening in Dufferin in 2023;

AND THAT Staff be directed to work with the IPM Committee to compile a comprehensive list of in-kind contributions requested and to estimate the financial implications of same;

AND THAT the IPM Committee be invited to County Council on February 9th, 2023.

7.5. Director of Community Services' Report – Request for Continuation of Funding – Family Transition Place

A report from the Director of Community Services dated February 9, 2023 to seek approval for the continuation of funding for Family Transition Place.

THAT the report of the Director of Community Services, dated February 9, 2023, titled Request for Continuation of Funding – Family Transition Place, be received;

AND THAT Council approve the continuation of funding at the existing level for a new twenty (20) year period;

AND THAT Council approve the signing of a Letter of Intent to provide Family Transition Place with a formal funding commitment, for twenty (20) years, to support their application to the Canada Mortgage and Housing Corporation (CMHC);

AND THAT staff be directed to work with Family Transition Place on the creation of a new Operating Agreement to stipulate the terms regarding timeline, operations, administration and funding to meet the requirements set out in O. Reg 367/11 under the Housing Services Act, 2011 for the new Community Housing Project.

7.6. Chief Paramedic & Manager of Corporate Finance, Treasurer's Report – Community Paramedic Donations

A report from the Chief Paramedic and Manager of Corporate Finance, Treasurer, dated February 9, 2023, to seek Council permission transfer donations related to the Community Paramedic program to a program specific trust fund.

THAT the report of the Chief and Manager of Corporate Finance, Treasurer, dated February 9, 2023, regarding Community Paramedic Donations, be received;

AND THAT the 2022 donation of \$75,000 be transferred to a new Community Paramedics Trust Fund;

AND THAT future donations to the Community Paramedic Program be transferred to the Community Paramedic Trust Fund.

7.7. Manager – Preparedness, 911 & Corporate Projects’ Report – On-Demand Transit Pilot Project

A report from the Manager – Preparedness, 911 & Corporate Projects, dated February 9, 2023, to provide an update on the On-Demand Transit Pilot Project following review of the Request for Proposals (RFP) submitted.

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated February 9, 2023, regarding the establishment of an On-Demand Transit program, be received;

AND THAT staff be directed to investigate alternate solutions to enhance transportations services for seniors through Dufferin County Community Support Services.

7.8. Chief Administrative Officer’s Report – Vaccination Policy Review – Non-Union Employees and Council

REPORT TO BE DISTRIBUTED WHEN AVAILABLE

7.9. Chief Administrative Officer’s Report – Monthly Report from Outside Boards

A report from the Chief Administrative Officer, dated February 9, 2023, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated February 9, 2023, with respect to Reports from Outside Boards, be received.

7.10. Chief Administrative Officer's Report – Additional Staffing Requirements – 2023 DRAFT Budget

A report from the Chief Administrative Officer, dated February 9, 2023, to provide supplementary information to outline how and why additional staffing requirements are proposed in the 2023 DRAFT Budget.

THAT the report of the Chief Administrative Officer, dated February 9, 2023, regarding Additional Staffing Requirements - 2023 DRAFT Budget, be received.

7.11. Budget Presentation

A presentation from the Manager of Corporate Finance, Treasurer on the draft 2023 budget.

8. CORRESPONDENCE

9. NOTICE OF MOTIONS

10. MOTIONS

10.1. Diversity, Equity and Inclusion Community Advisory Committee (DEICAC) Appointment

THAT Councillor _____ be appointed as Council's representative on the Diversity, Equity and Inclusion Community Advisory Committee.

11. CLOSED SESSION

11.1. Closed Session Report – Ontario Nurses Association (ONA) Agreement (Municipal Act Section 239 (2)(d) – Labour relations or employee negotiations)

11.2. Closed Session Report – Paramedic Compensation Adjustment (Municipal Act Section 239 (2)(d) – Labour relations or employee negotiations)

12. BY-LAWS

- 2023-07 A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Hills of Headwaters Collaborative Ontario Health Team. (Collaboration Amending Agreement)
Authorization: Council – January 12, 2023
- 2023-08 A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing. (Municipal Modernization Funding Amending Transfer Payment Agreement)
Authorization: Council – April 16, 2020
- 2023-09 A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Family Transition Place. (Lease – Mel Lloyd Lease)
Authorization: Council – February 9, 2023

THAT By-laws 2023-07 through to 2023-09, inclusive, be read a first, second and third time and enacted.

13. OTHER BUSINESS

14. CONFIRMATORY BY-LAW

- 2023-xx A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on February 9, 2023.

THAT by-law 2023-xx be read a first, second and third time and enacted.

15. ADJOURNMENT

THAT the meeting adjourn.



DUFFERIN COUNTY COUNCIL MINUTES
Thursday, January 12, 2023 at 7:00 p.m.
Video Conference

Council Members Present:

Warden Wade Mills (Shelburne)
Councillor John Creelman (Mono)
Councillor Guy Gardhouse (East Garafraxa)
Councillor Chris Gerrits (Amaranth)
Councillor Shane Hall (Shelburne)
Councillor Earl Hawkins (Mulmur)
Councillor Janet Horner (Mulmur)(arrived at 7:03 p.m.)
Councillor Gail Little (Amaranth)
Councillor James McLean (Melancthon)
Councillor Fred Nix (Mono)
Councillor Lisa Post (Orangeville)
Councillor Philip Rentsch (Grand Valley)
Councillor Steve Soloman (Grand Valley)
Councillor Todd Taylor (Orangeville)
Councillor Darren White (Melancthon)

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Rebecca Whelan, Deputy Clerk
Cody Joudry, Director of Development & Tourism
Rohan Thompson, Director of People & Equity
Anna McGregor, Director of Community Services
Brenda Wagner, Administrator of Dufferin Oaks
Tom Reid, Chief Paramedic

Warden Mills called the meeting to order at 7:01 p.m.

Warden Mills announced that the meeting is being live streamed and publicly broadcast.

The recording of this meeting will also be available on our website in the future.

Upcoming committee meetings will be held by video conference on Thursday, January 26, 2023 at the following times:

Infrastructure & Environmental Services Committee – 9:00 a.m.

General Government Services Committee – 11:00 a.m.

Health & Human Services Committee – 1:00 p.m.

Community Development & Tourism Committee – 3:00 p.m.

1. **LAND ACKNOWLEDGEMENT STATEMENT**

Warden Mills shared the Land Acknowledgement Statement.

2. **ROLL CALL**

The Clerk verbally took a roll call of the Councillors in attendance.

3. **APPROVAL OF THE AGENDA**

Item #7.8 – Budget Presentation was removed from the agenda.

Councillor Horner joined the meeting at 7:03 p.m.

Moved by Councillor Gerrits, seconded by Councillor Taylor

THAT the Agenda and any Addendum distributed for the January 12, 2023 meeting of Council, as amended, be approved.

-Carried-

4. **DECLARATION OF INTEREST BY MEMBERS**

Members of Council are required to state any pecuniary interest in accordance with the Municipal Conflict of Interest Act.

5. **APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

Moved by Councillor Creelman, seconded by Councillor Gardhouse

THAT the minutes of the regular meeting of Council of October 13, 2022 and the Inaugural meeting of Council of December 8, 2022, be adopted.

-Carried-

PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

6. Presentation: Source Water Protection Plan Amendments

Ilona Feldmann, Grand River Conservation Authority, and Ryan Post, Nottawasaga Valley Conservation Authority, were in attendance to discuss Source Water Protection Plan agreement amendments and request Council's support.

Moved by Councillor Gerrits, seconded by Councillor Gardhouse

THAT Council receive the Source Water Protection report, dated December 21, 2022, regarding updates to the South Georgian Bay Lake Simcoe and Grand River Source Protection Plans;

THAT Council hereby supports the proposed updates to the South Georgian Bay Lake Simcoe and Grand River Source Protection Plans outlined in the pre-consultation notice dated November 10, 2022;

AND THAT staff be directed to forward a copy of this resolution to the Grand River Source Protection Authority and the Nottawasaga Valley Source Protection Authority.

-Carried-

7. Presentation: Hills of Headwaters Collaborative

Tracy Coffin, Executive Director, Hills of Headwaters Collaborative, presented to Council regarding the Hills of Headwaters Ontario Health Team Collaborative Agreement update.

Moved by Councillor Creelman, seconded by Councillor Little

THAT Council endorse and sign the updated Hills of Headwaters Collaborative Ontario Health Team Collaborate Agreement.

-Carried-

8. PUBLIC QUESTION PERIOD

There were no questions received from the public.

PRESENTATION AND CONSIDERATIONS OF REPORTS

9. **Diversity, Equity and Inclusion Community Advisory Committee Minutes – October 12, 2022**

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meeting held on October 12, 2022.

Moved by Councillor Horner, seconded by Councillor Post

THAT the minutes of the Diversity, Equity and Inclusion Community Advisory Committee meeting held on October 12, 2022, be adopted.

-Carried-

10. **Manager of Corporate Finance, Treasurer’s Report – 2022 Reserve Contributions**

A report from the Manager of Corporate Finance, Treasurer, dated January 12, 2023, to seek Council permission to reallocate funds to and from specific reserves for the year ending 2022.

Moved by Councillor Hall, seconded by Councillor Hawkins

THAT the report of the Manager of Corporate Finance, Treasurer, dated January 12, 2023, regarding 2022 Reserve Contributions, be received,

AND THAT the following 2022 reserve transfers be approved:

Reserve Name	Estimated Transfer Amount
Reserve for Housing Programming	\$200,000
Reserve for Waste Services	\$500,000
Reserve for Children’s Services	\$350,000
Reserve for Roads Rehabilitation	-\$159,257
Reserve for Roads Equipment	-\$960,000

-Carried-

11. **Manager of Corporate Finance, Treasurer’s Report – 2023 Development Charges Indexing**

A report from the Manager of Corporate Finance, Treasurer, dated January 12, 2023, to inform Council of the Development Charge rates for 2023 based on annual indexing per the Bylaw 2022-28 Development Charges.

Moved by Councillor Horner, seconded by Councillor McLean

THAT the report of the Manager of Corporate Finance, Treasurer, dated January 12, 2023, regarding 2023 Development Charge Indexing, be received.

-Carried-

Councillor Nix called a Point of Order, requesting to ask questions regarding the report.

12. **Manager of Corporate Finance, Treasurer and Procurement Manager’s Report – Fourth Quarter Procurement Report**

A report from the Manager of Corporate Finance, Treasurer, and the Procurement Manager, dated January 12, 2023, to provide the quarterly update on all Request for Tenders and Request for Proposals in accordance with By-law 2017-33 Procurement of Goods and Services 2017, Section (4.2.7).

Moved by Councillor Nix, seconded by Councillor Gardhouse

THAT the Fourth Quarter Procurement Report, from the Manager of Corporate Finance, Treasurer and the Procurement Manager, dated January 12, 2023, be received.

-Carried-

13. **Administrator of Dufferin Oaks’ Report – Amendment to Medical Director Agreement**

A report from the Administrator of Dufferin Oaks, dated January 12, 2023, to outline required changes to the Medical Director agreement to ensure compliance with legislation.

Moved by Councillor Nix, seconded by Councillor Post

THAT the report of the Administrator, dated January 12, 2023, regarding the Medical Director for Dufferin Oaks, be received;

AND THAT the Warden and Clerk be authorized to sign the Memorandum of Agreement – Medical Director for the term October 1, 2022 to March 31, 2026.

-Carried-

14. MCR Phase II OPA – Schedule B, C, and E Changes

14.1. Municipal Comprehensive Review Related Correspondence

Correspondence from the Township of East Garafraxa, dated January 6, 2023, and the Town of Mono, dated January 12, 2023, regarding the Municipal Comprehensive Review process.

14.2. Director of Development and Tourism’s Report

A report from the Director of Planning and Tourism, dated January 12, 2023, to present the proposed second Official Plan Amendment (OPA) for the Dufferin County Municipal Comprehensive Review (MCR) to County Council for their review.

Moved by Councillor Nix, seconded by Councillor Gardhouse

THAT the report of the Director of Development and Tourism, titled MCR Phase II OPA - Schedule B, C, and E Changes, dated January 12, 2023, be received;

AND THAT staff be directed to host a statutory public open house and receive comments from local municipal Councils;

AND THAT staff be directed to, following receiving feedback and conducting the public open house, submit the draft MCR Phase II OPA - Schedule B, C, and E Changes and related draft OPA to the Province for review.

IN AMENDMENT

Moved by Councillor Nix, seconded by Councillor Creelman

THAT the motion be amended to: AND THAT staff be directed to host a statutory public open house using mapping agreeable to local municipalities and receive comment from local municipal Councils.

A recorded vote was requested and taken as follows:

	Yay	Nay
Councillor Creelman (3)	x	
Councillor Gardhouse (2)	x	
Councillor Gerrits (1)		x
Councillor Hall (2)		x
Councillor Hawkins (1)		x
Councillor Horner (1)		x
Councillor Little (1)		x
Councillor McLean (1)		x
Councillor Mills (2)		x
Councillor Nix (2)	x	
Councillor Post (8)		x
Councillor Rentsch (1)		x
Councillor Soloman (1)		x
Councillor Taylor (7)		x
Councillor White (1)		x
Total (34)	7	27
	-MOTION LOST-	

IN AMENDMENT

Moved by Councillor Nix, seconded by Councillor Creelman

THAT the motion be amended to: AND THAT staff be directed to circulate any changes to local municipalities for review, following receiving feedback and conducting the public open house, with comments to be returned to the County prior to the March 9, 2023 County Council meeting, before submitting the draft MCR Phase II OPA - Schedule B, C, and E Changes and related draft OPA to the Province for review.

A recorded vote was requested and taken as follows:

	Yay	Nay
Councillor Creelman (3)	x	
Councillor Gardhouse (2)	x	
Councillor Gerrits (1)	x	

	Yay	Nay
Councillor Hall (2)	x	
Councillor Hawkins (1)	x	
Councillor Horner (1)	x	
Councillor Little (1)	x	
Councillor McLean (1)	x	
Councillor Mills (2)	x	
Councillor Nix (2)	x	
Councillor Post (8)	x	
Councillor Rentsch (1)	x	
Councillor Soloman (1)	x	
Councillor Taylor (7)	x	
Councillor White (1)	x	
Total (34)	34	0
	-CARRIED-	

MAIN MOTION AS AMENDED:

Moved by Councillor Nix, seconded by Councillor Gardhouse

THAT the report of the Director of Development and Tourism, titled MCR Phase II OPA - Schedule B, C, and E Changes, dated January 12, 2023, be received;

AND THAT staff be directed to host a statutory public open house and receive comments from local municipal Councils;

AND THAT staff be directed to circulate any changes to local municipalities for review, following receiving feedback and conducting the public open house, with comments to be returned to the County prior to the March 9, 2023 County Council meeting, before submitting the draft MCR Phase II OPA - Schedule B, C, and E Changes and related draft OPA to the Province for review.

-Carried-

15. **Chief Administrative Officer's Report – Service Optimization and Workforce Strategy Update – Space Needs Assessment**

A report from the Chief Administrative Officer, dated January 12, 2023, to recommend deferring consideration of the proposed upgrades to both the

Edelbrock Centre and 55 Zina Street that were presented to County Council in September 2022 (report and proposal attached) until a further review of all facilities, space requirements and future options is completed.

Moved by Councillor Horner, seconded by Councillor Hall

THAT the report of the Chief Administrative Officer, dated January 12, 2023, regarding Service Optimization and Workforce Strategy Update- Space Needs Assessment (deferred from September 8, 2022), be received;

AND THAT the matter be further deferred until such time as a further review of all facilities including future requirements and options for surplus/under-utilized and tenant occupied/vacant space is completed;

AND THAT staff be directed to report back on this matter by no later than April 2023.

-Carried-

16. **NOTICE OF MOTIONS**

17. **MOTIONS**

18. **CLOSED SESSION**

Moved by Councillor Horner, seconded by Councillor Gerrits

THAT the minutes of the Closed session of Council on October 13, 2022, be adopted.

-Carried-

19. **BY-LAWS**

2023-01 A by-law to authorize the borrowing of money to meet current expenditures of the Corporation of the County of Dufferin during the year 2023.

Authorization: Council – January 12, 2023

2023-02 A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Services and Housing in the Province. (Lease Agreement – Mel Lloyd Centre)

Authorization: Council – January 12, 2023

2023-03 A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Services and Housing in the Province. (Lease Agreement – 53 Zina St, Orangeville)

Authorization: Council – January 12, 2023

2023-04 A by-law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Dufferin and Dr. Gursharan Soor. (Medical Director for Dufferin Oaks Home Long Term Care Home)

Authorization: Council – January 12, 2023

2023-05 A by-law to amend By-Law 2017-39, being a by-law to govern the lands known as the Dufferin County Forest. (Amend to include Dufferin Rail Trail & replace Schedule A)

Authorization: Infrastructure & Environmental Services – September 22, 2022

Moved by Councillor Soloman, seconded by Councillor Post

THAT By-Law 2023-01 through to 2023-05, inclusive, be read a first, second and third time and enacted.

-Carried-

20. **OTHER BUSINESS**

Councillor McLean and Warden Mills thanked the County and municipal staff who worked tirelessly through the recent significant weather event. Councillor McLean asked if there would be a review of how it was handled and look for areas of improvement. Chief Administrative Officer, Sonya Pritchard, noted after every significant weather event there is a debrief meeting and consultation with stakeholders. A report will be prepared and shared with Council.

21. **CONFIRMATORY BY-LAW**

2023-06 A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on January 12, 2023.

Moved by Councillor Nix, seconded by Councillor Creelman

THAT By-Law 2023-06, be read a first, second and third time and enacted.

-Carried-

22. **ADJOURNMENT**

Moved by Councillor Gardhouse, seconded by Councillor Taylor

THAT the meeting adjourn.

-Carried-

The meeting adjourned at 8:51 p.m.

Next meeting: Thursday, February 9, 2023
 Virtual

Wade Mills, Warden

Michelle Dunne, Clerk



Nonprofit Appreciation Week in Dufferin County A Backgrounder

Our Goal:

- To raise the profile of contributions made by the charitable and not-for-profit (NFP) sector and to celebrate the people who dedicate their careers to the common good. They weave the social fabric that strengthens our communities, improves the quality of life for so many, and represents the values that define our local pride.

Why Recognize the Nonprofit Sector?

- Charities and NFPs have helped to build and shape the community we know.
- These mission-driven organizations and their staff provide a range of essential services and programs that touch all aspects of society: social service, mental health, community safety, the environment, health, sports and recreation, faith, arts and culture, and more.
- Ontario's non-profit sector is a \$65 billion economic driver that collectively employs 850,000 people and engages 5.2 million volunteers.
- In Dufferin County, more than 150 charities and NFPs serve our communities.
- Their social contribution is immeasurable, yet most people are completely unaware of the work being done. The sector and its dedicated professionals tend to be overlooked and undervalued.

How did the Nonprofit Appreciation Week come about?

- The Bhayana Family Foundation, whose mission is to close the recognition gap and award extraordinary performers in the non-profit sector, joined with Ontario Nonprofit Network and United Way to initiate a day or week of recognition.
- MPP Daisy Wai, Richmond Hill, became a champion of the concept, and introduced a Week of Appreciation as a Private Members Bill. With all-party support, the Bill was passed unanimously in the Legislature on December 9, 2021.
- Nonprofit Appreciation Week now takes place every third week in February.

Did you know...

- Ontario's nonprofit sector is the largest in Canada.
- More than 58,000 registered charities and organizations serve our communities.
- The sector employs more than 1 million people, including 844,000 full-time workers, 77% of whom are women.

- The sector contributes \$65 billion in economic impact and 7.9% of Ontario' GDP.
- Services provided by nonprofit professionals include mental health support, programs for seniors, homeless shelters, crisis lines, skills development, immigrant support, sports and recreation, arts programs, and family and child support services.

What are we doing in Dufferin County?

In addition to promoting the week and the champions who work in our local sector through social media and media, we have organized a few activities to help them feel truly appreciated. This includes free yoga sessions in Orangeville, Shelburne and online by local practitioners.

On Thursday, February 16, we are inviting businesses across the province to post a video on social media thanking our nonprofit heroes and using the hashtag #NonprofitAppreciationWeek.

On Friday, February 17, we will hold **“Thankful Friday.”** This is where cafes and restaurants across the county show their appreciation to nonprofit staff by offering them a free treat. On offer this year is everything from a free coffee or cookie, to croissants, samosas and chai, pizza and breakfast. People working at nonprofits tend to work longer hours and have lower pay than many other industries, so these gestures will go a long way to saying thank you.

Follow any one of the partner organizations below on social media for more information.

Through Nonprofit Appreciation Week, the unsung heroes in the nonprofit sector will be celebrated across the province. With the help and support of business and community leaders, the “Invisible Champions” will become Visible. This public recognition will lead to a better appreciation of the sector’s contribution to the common good.

Nonprofit Appreciation Week in Dufferin County Partner Organizations





INFRASTRUCTURE & ENVIRONMENTAL SERVICES COMMITTEE MINUTES

Thursday, January 26, 2023 at 9:00 a.m.

The Committee met at 9:00 a.m. by video conference.

Members Present: Councillor Chris Gerrits (Chair)
Councillor Shane Hall
Councillor Janet Horner
Councillor James McLean
Warden Wade Mills
Councillor Fred Nix
Councillor Steve Soloman
Councillor Todd Taylor

Other Members Present: Councillor John Creelman

Staff Present: Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Scott Burns, Director of Public Works/County Engineer
Rebecca Whelan, Deputy Clerk

Chair Gerrits called the meeting to order at 9:01 a.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Gerrits shared the Land Acknowledgement Statement.

ROLL CALL

The Clerk verbally took a roll call of Councillors in attendance.

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

Chair Gerrits read a question from Deb Walks, an Amaranth resident, she is very concerned about the intersection of County Road 10 and the Mono-Amaranth Townline as there have been multiple fatalities. She would like to see if become a four-way stop. Councillor Nix noted the Town of Mono received the same question from her as well. This will be discussed further in Other Business following the budget presentation and discussion.

REPORTS

1. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – January 26, 2023 – ITEM #1 2023 Draft Budget

Chief Administrative Officer, Sonya Pritchard, provided a budget overview including the process, external factors impacting the budget, budget totals, expense distribution, non-property tax revenues, reserves and development charges, reserve balances, reserve distribution and tax levy by department.

The Committee reviewed and discussed the draft 2023 Operating and Capital Budget for the following departments, including responsibilities, challenges and upcoming initiatives:

- Operations
- Engineering (Roads & Bridges)
- Climate & Energy
- Facilities
- Waste Services
- County Forest

OTHER BUSINESS

Councillor Creelman noted the intersection of County Road 10 and Mono-Amaranth Townline is of great concern to residents. Director of Public Works/County Engineer confirmed there is a formal process laid out in the Ontario Traffic Manual to determine if a four-way stop would be a viable solution for the intersection. Currently, the intersection has a flashing light with oversized stop ahead signs, oversized stop signs and rumble strips on both directions for the Mono-Amaranth Townline. The Director of Public Works will prepare a report outlining what has been done previously, as well as further measures that could be taken.

The meeting adjourned at 11:01 a.m.

NEXT MEETING: Thursday, February 23, 2023
Video Conference

Respectfully submitted,

.....
Councillor Chris Gerrits, Chair
Infrastructure & Environmental Services Committee



GENERAL GOVERNMENT SERVICES COMMITTEE MINUTES
Thursday, January 26, 2023 at 11:00 a.m.

The Committee met at 11:00 a.m. by video conference.

Members Present: Councillor John Creelman (Chair)
Councillor Guy Gardhouse
Councillor Chris Gerrits
Councillor Shane Hall
Warden Wade Mills
Councillor Philip Rentsch
Councillor Steve Soloman (joined at 11:14 a.m.)
Councillor Todd Taylor

Staff Present: Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Rohan Thompson, Director of People & Equity
Rebecca Whelan, Deputy Clerk
Peter Routledge, IT Manager

Chair Creelman called the meeting to order at 11:07 a.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Creelman shared the Land Acknowledgement Statement.

ROLL CALL

The Clerk verbally took a roll call of the Councillors in attendance.

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

There were no questions from the public.

REPORTS

1. GENERAL GOVERNMENT SERVICES – January 26, 2023 – ITEM #1
Accessibility Advisory Committee

A report from the Clerk, dated January 26, 2023, to put forward the draft terms of reference of the Accessibility Advisory Committee.

The review of the report was deferred pending further conversations with the Town of Orangeville regarding a joint committee.

2. GENERAL GOVERNMENT SERVICES – January 26, 2023 – ITEM #2
Emergency Readiness Fund Grant Request – Grand Valley

A report from the Manager – Preparedness, 911 & Corporate Projects, dated January 26, 2023, to review the Municipal Emergency Readiness Fund grant request from Grand Valley.

Moved by Councillor Gardhouse, seconded by Councillor Rentsch

THAT the report of the Manager – Preparedness, 911 & Corporate Projects dated January 26, 2023, regarding a Municipal Emergency Readiness Fund – Grant Request, be received;

AND THAT the request for the acquisition and installation of hybrid meeting/communications equipment by the Town of Grand Valley in the amount of \$10,000, be approved.

-Carried-

3. GENERAL GOVERNMENT SERVICES – January 26, 2023 – ITEM #3
Annual Cost of Living Adjustment Policy (non-union staff)

Councillor Soloman joined the meeting at 11:14 a.m.

A report from the Chief Administrative Officer, dated January 26, 2023, to establish an annual cost of living adjustment policy for non-union staff to ensure compensation remains competitive and staff salaries keep pace with inflation.

Moved by Councillor Gardhouse, seconded by Councillor Hall

THAT the report from the Chief Administrative Officer, dated January 26, 2023, regarding the Annual Cost of Living Policy (non-union staff), be received;

AND THAT the Annual Cost of Living Adjustment policy for non-union staff be approved;

AND THAT Council Remuneration by-law be updated to reflect the same policy for annual cost of living adjustments;

AND THAT cost of living adjustment for 2023 be set at 4% with an effective date of July 1, 2023.

IN AMENDMENT

Moved by Councillor Creelman, seconded by Councillor Taylor

THAT the motion be amended to:

AND THAT cost of living adjustment for 2023 be set at 3% with an effective date of July 1, 2023.

-LOST-

MAIN MOTION

Moved by Councillor Gardhouse, seconded by Councillor Hall

THAT the report from the Chief Administrative Officer, dated January 26, 2023, regarding the Annual Cost of Living Policy (non-union staff), be received;

AND THAT the Annual Cost of Living Adjustment policy for non-union staff be approved;

AND THAT Council Remuneration by-law be updated to reflect the same policy for annual cost of living adjustments;

AND THAT cost of living adjustment for 2023 be set at 4% with an effective date of July 1, 2023.

-Carried-

Councillor Hall left the meeting at 11:56 a.m.

4. GENERAL GOVERNMENT SERVICES – January 26, 2023 – ITEM #4
2023 Draft Budget

Chief Administrative Officer, Sonya Pritchard, provided a budget overview including the process, external factors impacting the budget, budget totals, expense distribution, non-property tax revenues, reserves and development charges, reserve balances, reserve distribution and tax levy by department.

The Committee reviewed and discussed the draft 2023 Operating and Capital Budget for the following departments, including responsibilities, challenges and upcoming initiatives:

- Council
- CAOs Office
 - Clerk’s Office
 - Communications
 - Emergency Management
- Corporate Services
 - Information Technology
 - Finance
 - Procurement
- People & Equity
 - Human Resources
 - Equity
 - Learning & Organizational Development
 - Health & Safety
- Transit

Following the conclusion of the Corporate Services budget presentation, the Committee recommended that the implementation of an additional IT staff member be pushed to September 2023.

Warden Mills left the meeting at 12:57 p.m. during the People and Equity budget presentation.

A report will be presented to February Council with additional details on the Transit

budget following the review of the Request For Proposal (RFP) results.

ADJOURNMENT

The meeting adjourned at 1:06 p.m.

NEXT MEETING: Thursday, February 23, 2023
Video Conference

Respectfully submitted,

.....
Councillor John Creelman, Chair
General Government Services Committee



HEALTH & HUMAN SERVICES COMMITTEE MINUTES
Thursday, January 26, 2023 at 1:00 p.m.

The Committee met at 1:00 p.m. by video conference.

Members Present: Councillor Darren White (Chair)
Councillor Guy Gardhouse
Councillor Earl Hawkins
Councillor James McLean
Warden Wade Mills (joined at 1:33 p.m.)
Councillor Fred Nix
Councillor Lisa Post
Councillor Philip Rentsch

Members Absent: Councillor Gail Little (prior notice)

Staff Present: Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Brenda Wagner, Administrator, Dufferin Oaks
Anna McGregor, Director of Community Services
Tom Reid, Chief Paramedic
Rebecca Whelan, Deputy Clerk

Chair White called the meeting to order at 1:09 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair White shared the Land Acknowledgement Statement.

ROLL CALL

The Clerk verbally took a roll call of Councillors in attendance.

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

Fatima Medeiros and Shonette Gobin, Polycultural Immigrant & Community Services, Orangeville, inquired if Dufferin County has a record of how many newcomers are settling in the County. Anna McGregor, Director of Community Services, noted the County does not have the details of settlement for those that are served and does not collect that data. The Director noted they have also asked the same question of the Federal government as the Statistics Canada website is not up to date. Chair White suggested as a next step, they could delegate to the Committee regarding their mission, services they offer and present possible partnership opportunities with the County.

REPORTS

1. HEALTH & HUMAN SERVICES – January 26, 2023 – ITEM #1
2023 Draft Budget

Chief Administrative Officer, Sonya Pritchard, provided a budget overview including the process, external factors impacting the budget, budget totals, expense distribution, non-property tax revenues, reserves and development charges, reserve balances, reserve distribution and tax levy by department.

Warden Mills joined the meeting at 1:33 p.m.

The Committee reviewed and discussed the draft 2023 Operating and Capital Budget for the following departments, including responsibilities, challenges and upcoming initiatives:

- Community Services
 - Child Care & Early Years
 - Housing Services
 - Ontario Works
- Dufferin Oaks Long Term Care Home
 - Community Support Services
 - Mel Lloyd Centre
 - McKelvie Burnside Village
- Paramedic Services
- Public Health

Chair White left the meeting for 4 minutes at 2:24 pm during the Dufferin Oaks budget overview.

Moved by Councillor White, seconded by Gardhouse

THAT Dufferin County allocate the following funds be added to the Draft 2023 budget:

- **\$50,000 to Orangeville Food Bank**
- **\$10,000 to Grand Valley Food Bank**
- **\$10,000 to Shepherd’s Cupboard Food Bank, Shelburne**

-Carried-

CLOSED SESSION

2. HEALTH & HUMAN SERVICES – January 26, 2023 – ITEM #2
Closed Session Report - Municipal Act Section 239 2(d) – Labour relations or employee negotiations

The closed session report from the Administrator of Dufferin Oaks and Director of People & Equity, dated January 26, 2023, regarding labour negotiations (Ontario Nurses Association) was deferred to the February 9, 2023 Council meeting.

ADJOURNMENT

The meeting adjourned at 3:15 p.m.

NEXT MEETING: Thursday, February 23, 2023
Video Conference

Respectfully submitted,

.....
Councillor Darren White, Chair
Health and Human Services Committee



COMMUNITY DEVELOPMENT AND TOURISM COMMITTEE MINUTES
Thursday, January 26, 2023 at 3:00 p.m.

The Committee met at 3:00 p.m. by video conference.

Members Present: Councillor Janet Horner (Chair)
Councillor Creelman
Councillor Earl Hawkins
Councillor Gail Little
Warden Wade Mills
Councillor Lisa Post
Councillor Darren White

Other Members Present: Councillor Chris Gerrits

Staff Present: Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Rebecca Whelan, Deputy Clerk
Cody Joudry, Director of Development and Tourism

Chair Horner called the meeting to order at 3:21 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Horner shared the Land Acknowledgement Statement.

ROLL CALL

The Clerk verbally took a roll call of Councillors in attendance.

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

There were no questions from the public.

DELEGATIONS

1. COMMUNITY DEVELOPMENT & TOURISM – January 26, 2023 – ITEM #1
Ontario Plowmen’s Association

Dawn Van Kampen, Bill McCutcheon, Gord Gallagher, Alan Thompson and Cathy Lasby, Ontario Plowmen’s Association, delegated to Committee regarding the upcoming International Plowing Match in Amaranth.

They are asking for the following from Dufferin County:

- support in principal for the event
- in-kind support in regard to:
 - building permits and inspections
 - waiving of building permit fees
 - entrance permits (3-4 entrances on County Road 10, Amaranth)
 - waiving of entrance permit fees
 - Emergency Services, including Paramedic Services, Fire Services, Policy Services
- sponsorship for the Agricultural Showcase of agricultural products and livestock with a donation of \$50,000
- signs at the Dufferin County borders advertising the 2023 International Plowing Match

Moved by Councillor Little, seconded by Councillor White

THAT County Council support the International Plowing Match (IPM) happening in Dufferin in 2023;

AND THAT Staff be directed to work with the IPM Committee to compile a comprehensive list of in-kind contributions requested and to estimate the financial implications of same;

AND THAT the IPM Committee be invited to County Council on February 9th, 2023.

-Carried-

Councillor Gerrits left the meeting at 4:09 p.m.

REPORTS

Councillor Gerrits left the meeting at 4:09 p.m.

2. **COMMUNITY DEVELOPMENT & TOURISM – January 26, 2023 – ITEM #2**
2023 Draft Budget

The Committee reviewed and discussed the draft 2023 Operating and Capital Budget for the following departments, including responsibilities, challenges and upcoming initiatives:

- Building Services
- Planning
- Economic Development
- Museum of Dufferin

ADJOURNMENT

The meeting adjourned at 4:51 p.m.

NEXT MEETING: Thursday, February 23, 2023
Video Conference

Respectfully submitted,

.....
Councillor Janet Horner, Chair
Community Development and Tourism Committee



Report To: Warden Mills and Members of County Council

Meeting Date: February 9, 2023

Subject: Request for Continuation of Funding – Family Transition Place

From: Anna McGregor, Director of Community Services

Recommendation

THAT the report of the Director of Community Services, dated February 9, 2023, titled Request for Continuation of Funding – Family Transition Place, be received;

AND THAT Council approve in principle the continuation of funding at the existing level for a new twenty (20) year period;

AND THAT Council approve the signing of a Letter of Intent to provide Family Transition Place with a formal funding commitment, for twenty (20) years, to support their application to the Canada Mortgage and Housing Corporation (CMHC);

AND THAT staff be directed to work with Family Transition Place on the creation of a new Operating Agreement to stipulate the terms regarding timeline, operations, administration and funding to meet the requirements set out in O. Reg 367/11 under the Housing Services Act, 2011 for the new Community Housing Project.

Executive Summary

Family Transition Place is one of the County of Dufferin's local community housing providers. They recently started the application process for capital funding from the Canada Housing and Mortgage Corporation (CMHC) to create 22 new units (apartments) at their Orangeville location.

To complete their application, Family Transition Place have been advised they must obtain formal confirmation of another source of government funding to support the project's

operational sustainability. They have also been advised that their full application must be fully completed and submitted by March 1, 2023.

Family Transition Place have requested the County of Dufferin as the Service Manager provide formal confirmation of ongoing funding to support their application. (Letter dated January 31, 2023 attached.) This report outlines the benefits of supporting the application.

Background and Discussion

The County of Dufferin is the designated Service Manager (SM) for Community Housing as mandated in the Housing Services Act. As Service Manager (SM) the County of Dufferin is responsible for administering and funding community housing and maintaining service level standards for the Dufferin area.

Family Transition Place is a mandated housing provider per the Housing Services Act O Reg. 368/11: Designated Housing Projects. They currently operate 3 physical 'houses' which serve 15 people/households/service units as part of their Second Stage Housing Project. However, funding agreements are coming due for that service and a new Operating Agreement needs to be created to keep the service in place.

As Service Manager (SM) the County has an obligation to maintain its service levels, i.e. the numbers of units in the overall Community Housing sector for Dufferin. As existing operating agreements end, in line with existing mortgages, all Service Managers must either enter into new Operating Agreements or enter into Exit Agreements. Either option has to preserve and/or increase the existing service levels. (This was previously shared in report HHS 2022-06-23 Housing Regulation Changes.)

County staff and staff from Family Transition Place were scheduled to start discussions on creating a new Operating Agreement later this year. However, this timeline has been brought forward in light of the funding opportunity from Canada Mortgage and Housing Corporation (CMHC).

There are a number of compelling reasons to support Family Transition Place's application:

- If Family Transition Place can secure the funding they can create a "new" building that will not only replace the existing fifteen (15) service units to a more

- appropriate/tailored space to better meet tenant needs, it will add seven (7) more to the overall community housing stock, a total of twenty-two (22) physical units;
- New tenants would get the benefit of “new” individual physical units that can offer better privacy and space that better supports people as they deal with challenges and rebuild their lives;
 - No additional work for the County as Family Transition Place would be the owner and operator of the new community housing project, the County would simply retain the existing project/service manager working relationship;
 - Family Transition Place are using their own land to support the build, again no additional County requirement;
 - The creation of more affordable housing has been identified in both the work of the Dufferin County Equity Collaborative (DCEC) and the Community Safety and Well-Being Plan. Illustrating that this new project is helping to address community goals;
 - Community Services and Family Transition Place have a long-standing working relationship that has been mutually beneficially and more importantly beneficial to the local community;
 - Family Transition Place are also one of the local service agencies, who are part of the Dufferin Coordinated Access Table (CAT) who meet weekly to collectively discuss how to match people on the By-Name-List to available services. The By-Name-List is a real time list of people experiencing homelessness who have agreed to receive service.; and
 - The physical build is intended to be net zero, which supports the County’s work on climate action.

If the application to Canada Mortgage and Housing Corporation (CMHC) is unsuccessful the County and Family Transition Place will still work together on the creation of a new Operating Agreement to retain the existing service for the Dufferin community.

Financial, Staffing, Legal, or IT Considerations

The County would be entering into discussions on the creation of a new Operating Agreement with Family Transition Place to retain or replace the existing 3 “houses” 15 people/households/service units, even if the application to the Canada Mortgage and Housing Corporation (CMHC) was not available. Therefore, the Financial subsidy and any associated Legal Fees will be incurred regardless. Approved Total subsidies for Family Transition Place for April 1, 2023 to March 31, 2024 are \$163,566 or \$13,631 monthly.

Financially the funding flow through to Family Transition Place would stay the same.

However, what is not known at this time, and indeed is unknown for all Service Managers in Ontario, is the future level of Provincial support for that mandated service. It is unclear what the ultimate impact may or may not be to the tax levy.

As an existing designated housing project all other areas of work with Family Transition Place would remain in place, i.e. no additional requirements for the County.

Whenever the new Operating Agreement is put into place (whether it be for the 3 houses or the 15 apartments), the County as Service Manager (SM) will ensure all necessary details are shared with the Province, who in turn will update the Housing Regulations as required.

In Support of Strategic Plan Priorities and Objectives

Good Governance – ensure transparency, clear communication, prudent financial management

Sustainable Environment & Infrastructure – protect assets both in the natural and built environment

Inclusive & Supportive Community – support efforts to address current and future needs for a livable community

Respectfully Submitted By:

Anna McGregor
Director, Community Services

Attached: Letter from Family Transition Place
Sample Letter of Intent

Reviewed by: Sonya Pritchard, Chief Administrative Office



January 31, 2023

Anna McGregor
Director of Community Services
County of Dufferin
Edelbrock Centre
30 Centre Street
Orangeville
ON. L9W 2X1

Dear Anna;

Request to Confirm Continuation of Funding

Family Transition Place (FTP) is proud to have played an important role in the housing and homelessness strategy of the County of Dufferin for decades. Through our shelter and our second stage housing program, we provide safe housing for women and their children, not only experiencing abuse and violence, but also experiencing homelessness. FTP has a long and positive relationship with the Community Services department at the County and we are grateful for the support and partnership we have always counted on, as we have done this crucial work together.

FTP is currently approaching the end of our twenty-year service agreement with the County of Dufferin. This agreement supports a total of 15 units (individuals) in Second Stage houses in Orangeville, through a funding model that provides housing, upkeep on the houses, staffing to support the residents, with an affordable rent-geared-to-income model. In alignment with the end of the service agreement, it is important to note that the mortgages on all three of the houses will be paid out early in 2024.

To address some of the critical housing issues that we are all too aware of, FTP has a plan to build twenty two units of safe, truly affordable, environmentally sustainable and energy efficient housing. We are proposing to utilize our own property at 20 Bredin Parkway to make this dream a reality, despite the challenges inherent in such a large scale construction project. We have been working with Raising the Roof, a respected not-for-profit organization with a mandate for affordable housing, as our Project Manager, and we have engaged such local businesses as D&H Architects, Fast Form Concrete Solutions and others to create the design for a three story, twenty two unit building that will tie in to the existing building and visually enhance the community.

Should the project go forward as designed, the existing Second Stage program would move from the houses where it is currently located to the new apartments. There are several benefits to this:

- Each client would have her own fully contained apartment for herself and her children. In the existing set up, houses are shared. Communal living is not always the most beneficial for people who are trying to build healthy, safe lives.

Safety. Support. Hope. Building healthier communities – one relationship at a time.

follow us on:



20 Bredin Parkway, Orangeville, Ontario L9W 4Z9 tel 519-942-4122 fax 519-942-8243
www.familytransitionplace.ca Charity BN: 107376378RR0001





- All clients would have easy access to complete wrap around services available on site – counselling appointments, therapeutic groups, child care support – can all be available through a quick walk across the parking lot to FTP’s main doors. There are also 24/7 staff on site should a crisis arise.
- There will be space to develop a supportive community with a large community room, gym and roof top garden.

Financially, the benefit is significant. The new units will require little in the way of upkeep – compared to three aging houses. (Although maintained in good condition, all three houses will soon be due for new roofs and other major expenses will be upcoming). The new design will be constructed with materials that will make the building almost **net zero** in terms of emissions and will be extremely energy efficient. Three individual housing costs for landscaping, snow removal, etc. will be rolled into the existing services at 20 Bredin parkway.

Currently, the Second Stage Housing budget is \$163,566 per year. With the re-location of the program, the funding allocated to municipal taxes (Bredin Parkway is exempt) and amortization of the current houses (mortgages are paid out in full January of 2024) could be re-allocated to increase staffing, thereby increasing the number of individuals we can support. The existing budget allocates \$42,000 to direct service salary or \$2,800 per “unit” (individual). The minimum re-allocation of \$25,000 from existing budget lines, based on the “per unit” calculation would then be able to increase direct service staffing to support additional units (individuals). This would allow the County program to potentially support 22+ individuals rather than 15.

In order to secure capital for this exciting project, we are in the process of applying to the Rapid Housing Initiative funding stream through Canada Mortgage Housing Corporation (CMHC). We believe that our project ticks all the boxes for the grant and we stand a good chance of being prioritized.

However, the entire proposal now hinges on one requirement: a demonstrated formal funding commitment from another level of government. While we are currently in the process of renewing our past 20 year service agreement with the County of Dufferin, the very tight timelines of the application to the Rapid Housing Initiative with CMHC is creating significant pressure to have this agreement in place immediately. *Without this commitment, our application to CMHC will not be considered.*

We are asking the County of Dufferin to agree to a continuation of the existing funding to support Family Transition Place for **15 units of housing at the existing funding levels for the next 20 years**. In effect, we ask that County council receive this request letter and provide approval for:

- continuation of existing funding to support the application to Canada Mortgage and Housing Corporation (CMHC)
- County of Dufferin staff to work with staff from FTP on the creation of a new operating agreement for a period of 20 years

FTP’s long history of community services, service excellence, and fiduciary responsibility should provide the County with the assurance that there is very little risk in expediting this agreement.

Safety. Support. Hope. Building healthier communities – one relationship at a time.

follow us on:



20 Bredin Parkway, Orangeville, Ontario L9W 4Z9 tel 519-942-4122 fax 519-942-8243
www.familytransitionplace.ca Charity BN: 107376378RR0001





FTP will provide an update to County Council on the outcome of the funding application. If however the funding application to CMHC is not successful, our commitment to remaining in a social housing agreement with the County does not change. We are committed to providing the best possible housing and support through our second stage housing program, in partnership with the Community Services at the county of Dufferin, for as long as affordable housing is needed.

Respectfully and with gratitude,

Norah Kennedy

A handwritten signature in black ink that reads "Norah Kennedy". The signature is fluid and cursive.

Executive Director

Safety. Support. Hope. Building healthier communities – one relationship at a time.

follow us on:



20 Bredin Parkway, Orangeville, Ontario L9W 4Z9 tel 519-942-4122 fax 519-942-8243
www.familytransitionplace.ca Charity BN: 107376378RR0001





February XX, 2023

Canada Mortgage and Housing Corporation
700 Montreal Road
Ottawa
Ontario
K1A 0P7

To Whom It May Concern

**Letter of Intent for Family Transition Place (FTP)
Women and Children Shelter and Transitional Housing Initiative
20 Bredin Parkway – New Addition**

The County of Dufferin is incredibly pleased to support Family Transition Place (FTP) and their application for the Women and Children Shelter and Transitional Housing Initiative, part of the Rapid Housing Initiative Phase 3.

This letter of intent is provided in good faith and is supported by County Council, as discussed and approved at the council meeting held on February 9, 2023, where the following was approved:

THAT the report of the Director, Community Services dated February 9, 2023, titled Request for Continuation of Funding – Family Transition Place be received;

AND THAT Council approve the continuation of funding at the existing level for a new twenty (20) year period;

AND THAT Council approve the signing of a Letter of Intent to provide Family Transition Place with a formal funding commitment, for twenty (2) years to support their application to Canada Mortgage and Housing Corporation (CMHC);

AND THAT staff be directed to work with Family Transition Place on the creation of a new Operating Agreement to stipulate the terms regarding timeline, operations, administration and funding to meet the requirements set out in O. Reg 367/11 under the Housing Services Act, 2011 for the new Community Housing Project.

The County support the creation of new affordable transitional housing for the Dufferin community and believe the proposal by FTP to create new longer term transitional housing will provide services to reach vulnerable clients who are in housing need.

The Community Services Department is excited to be an ongoing supporting partner in the implementation of this proposal, capitalizing on the long-standing working relationship the County has with FTP for housing and homelessness services and looks forward to supporting our shared clients.

Should you have any questions please do not hesitate to contact Anna McGregor, Director of Community Services on 519.941.6991 X2003 or amcgregor@dufferincounty.ca

Yours faithfully

Anna McGregor
Director, Community Services
519-941-6991 X2003

Enc – Copy of Council Agenda County Council February 9, 2023
Copy of Minutes County Council February 9, 2023
Copy of Confirmatory By-Law



Report To: Warden Mills and Members of County Council

Meeting Date: February 9, 2023

Subject: Community Paramedic Donations

**From: Tom Reid, Chief of Dufferin County Paramedic Services
Aimee Raves, Manager of Corporate Finance, Treasurer**

Recommendation

THAT the report of the Chief Paramedic and Manager of Corporate Finance, Treasurer, dated February 9, 2023, regarding Community Paramedic Donations, be received;

AND THAT the 2022 donation of \$75,000 be transferred to a new Community Paramedics Trust Fund;

AND THAT future donations to the Community Paramedic Program be transferred to the Community Paramedic Trust Fund.

Executive Summary

The purpose of this report is to seek Council permission to transfer donations related to the Community Paramedic program to a program specific trust fund.

The funds would be used to support those using the program through the purchase of small items to support them while in their homes.

Background & Discussion

The Community Paramedic program in Dufferin has been in operation since 2016. The program is designed to support residents who are high-risk, living with complex medical issues offering a variety of services to lessen the impact on emergency rooms, hospitals and clinics, including but not limited to wellness checks, in home blood work and remote patient monitoring.

The positive impact of the program on the community and the families that use it has been shared many times over the years. As appreciation for the services provided occasionally family members or users of the program make donations to ensure the continuity of the good work.

Financial, Staffing, Legal, or IT Considerations

In 2022 the program received a generous donation of \$75,000 from the family of one of its participants. As the program is supported entirely by government transfers staff recommend putting the donation and all future donations into a trust fund.

Funds will be drawn from the trust fund to additionally support the users of the program. The intention would be to allow paramedic staff to purchase small items needed to support people at home. For example, small equipment, personal items or even groceries. A detailed policy will be developed laying out criteria, approval process, and reporting requirements around how the funds can be accessed and utilized.

In Support of Strategic Plan Priorities and Objectives

Good Governance – ensure transparency, clear communication, prudent financial management

Inclusive & Supportive Community – support efforts to address current & future needs for a livable community.

Respectfully Submitted By:

Tom Reid
Chief
Dufferin County Paramedic Service

Aimee Raves, CPA, CMA
Manager of Corporate Finance, Treasurer

Reviewed by: Sonya Pritchard, Chief Administrative Officer



Report To: Warden Mills and Members of County Council

Meeting Date: February 9, 2023

Subject: On-Demand Transit Pilot Project

From: Steve Murphy, Manager - Preparedness, 911 & Corporate Projects

Recommendation

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated February 9, 2023, regarding the establishment of an On-Demand Transit program, be received;

AND THAT staff be directed to investigate alternate solutions to enhance transportations services for seniors through Dufferin County Community Support Services.

Executive Summary

An on-demand transit service was recommended for Dufferin County in 2021 following a Transit Needs Study. The recommended service delivery model requires retention of a contractor for the service through an RFP process. The contractor is to supply the vehicles, drivers, maintenance, and ride scheduling software. Staff were previously directed to proceed with the RFP and to include an estimated amount in the DRAFT 2023 Budget for further consideration.

The RFP process has been completed. The cost exceeds that initially forecast and is likely cost-prohibitive. There may be alternate solutions to provide some additional service to seniors by enhancing the Dufferin County Community Support Services Transportation program.

Background & Discussion

The need for transit in Dufferin County was revealed through a needs and opportunities assessment that explored the performance of peer transit systems, coverage of existing

transit in the County and provincial and municipal policies and initiatives. Also considered in the assessment is the demographic composition and travel patterns of Dufferin County residents to understand the potential ridership base.

A strategic framework was developed to guide the design and implementation of a future transit service. The framework is informed by the needs and opportunities assessment and engagement with stakeholders in the County and members of the public.

The vision for the future service is as follows: *The future public transportation service will help urban and rural residents sustainably meet their essential transportation needs by providing an equitable and accessible service in a manner that is fiscally responsible.*

Through applying the goals developed as part of the strategic framework, an on-demand transit solution was selected as the most appropriate delivery approach for a county-wide service. This type of service delivery model provides the greatest benefit in dispersed areas with lower demand, limit County up-front investment, and can adapt to changing travel patterns.

Annual ridership for the first full year of service is projected at 5,500 based on 2,520 annual service hours. The proposed service is a curb-to-curb on-demand service that is available to all residents in Dufferin County. It would operate five days a week (Monday to Friday) between 8:00 a.m. and 6:00 p.m. The program requires the addition of one FTE contract staff position to ensure a seamless integration, manage any issues and promote this new initiative to the public.

The coverage area for the proposed service is the entirety of Dufferin County, not including trips both starting and ending within the Town of Orangeville. The purpose of this exclusion is to not duplicate or compete with the existing Orangeville Transit service. A zone-based fare structure is recommended, which would allow all residents to travel within their municipality or to the closest urban centre for \$10 (\$8 concession fare).

Delivery of the service is to be via a third-party contractor retained through competitive Request for Proposals (RFP) process. A detailed RFP was drafted in accordance with the County of Dufferin Procurement by-law with assistance of the consultant who conducted the study. The RFP was posted on Bids and Tenders for several weeks and closed on January 12, 2023. Responses to the RFP were open to private transit operators, taxi companies, and technology companies. The RFP required the contractor

to provide two light-duty vehicles that meet the requirements of an accessible public transit vehicle.

Four submissions were received in response to the RFP and were evaluated in accordance with the procurement by-law. The proposal review team carefully assessed the four proposals and the operating contract cost for a full year of the pilot project would be approximately \$450,000.

Although, on-demand transit service was recommended through the needs analysis as the most appropriate solution for Dufferin County it is proving to be cost prohibitive as the level of municipal subsidy per ride is extremely high even with the maximum gas tax contribution.

An alternate solution to provide some additional transportation service may be to enhance what is offered through Dufferin County Community Support Services. Currently the transportation program is funded through the Ministry of Health and is only available to assist with rides to medical appointments. It may be possible, using the existing operating processes to make a much smaller investment to provide some additional service to seniors for shopping and social items. These types of trips have been identified through numerous consultations including the Dufferin County Age Friendly survey as much needed.

Financial, Staffing, Legal, or IT Considerations

The estimated operating cost for on-demand transit service, when initially presented to Council was \$353,000 annually with an additional one-time start-up cost of approximately \$30,000. This estimate was created prior to rising in inflation. The amount included in the 2023 DRAFT budget is \$305,000 and was anticipated to be for a 10 month period while the amounts below are for 7 months.

The overall impact can now be updated and assessed as follows:

Item	Plan Year			
	2023 ¹	2024	2025	2026
Dufferin County Population	69,670	70,890	72,120	73,380
Service Area Population	36,380	37,210	38,050	38,920
Annual Revenue Hours	1,400	2,520	2,520	2,520
Annual Ridership	3,276	5,595	5,690	5,790

Item	Plan Year			
	2023 ¹	2024	2025	2026
Revenue				
Fare Revenue	\$32,760	\$55,950	\$56,900	\$57,900
Capital and Operating Costs				
Operating Contract (as per RFP)	\$262,500	\$463,500	\$477,405	\$491,727
Transit Coordinator ²	\$58,667	\$90,640	\$90,640	\$90,640
Software Platform	\$20,000	\$0	\$0	\$0
Marketing and Communications	\$20,000	\$10,000	\$10,000	\$10,000
Total Expenses	\$361,167	\$564,140	\$578,045	\$592,367
Gas Tax	0	\$141,035	\$247,733	\$253,871
Net Impact on Tax Levy	\$328,407	\$367,155	\$273,412	\$280,596
1. 7 months, effective June 1, 2023				
2. 8 months , effective May 1, 2023				

A recent change in the Ontario Gas Tax Fund for Transit program allows for funding support to municipalities at the inception of a fully accessible transit program. Dufferin County would have to commit to fully implementing transit, as pilot projects do not meet the established criteria for funding.

In Support of Strategic Plan Priorities and Objectives

Service Efficiency & Value – determine the right services for the right price

Inclusive & Supportive Community – support efforts to address current & future needs for a livable community

Respectfully Submitted By:



Steve Murphy

Manager – Preparedness, 911 & Corporate Projects

Reviewed by: Sonya Pritchard, Chief Administrative Officer



Report To: Warden Mills and Members of Council

Meeting Date: February 9, 2023

Subject: Monthly Update from Outside Boards

From: Sonya Pritchard, Chief Administrative Officer

Recommendation

THAT the report of the Chief Administrative Officer, dated February 9, 2023, with respect to Reports from Outside Boards, be received.

Executive Summary

This report provides Council with an update of activities from outside boards and agencies, for information purposes.

Background & Discussion

Wellington Dufferin Guelph Health Unit

Representative(s): Councillor Guy Gardhouse and Ralph Manktelow

Meeting date: February 1, 2023

Highlights: The Board was circulated an information report on Trends in Diseases of Public Health Significance (Excluding Sexually Transmitted Infections) in Wellington-Dufferin-Guelph. Over the period 2013 to 2022, there were no obvious increasing or decreasing trends for all but two of the disease of public health of significance (DoPHS, formally known as reportable diseases). Exceptions were cryptosporidiosis, a parasitic disease, and Lyme Disease, which is transmitted by the black-legged tick.

Attached: [Board of Health Agenda for February 1, 2023](#)

Niagara Escarpment Commission (NEC)

Representative(s): Councillor Janet Horner

Meeting date: January 19, 2023

Highlights: The Commission was presented of the NEC Staff comment letters on the Provincial legislative and regulatory proposals under Bill 23 affecting the Conservation Authorities to support the Housing Supply Action Plan 3.0.

Attached: [Niagara Escarpment Commission Agenda – January 19, 2023](#)

Dufferin Board of Trade (DBOT)

Representative(s): Councillor James McLean

Highlights: The Board held a networking breakfast event on January 26, 2023. It was a meeting with the elected officials in Dufferin County where they discussed the state of business in our community.

Dufferin Board of Trade Newsletter – December 2022

Headwaters Communities in Action

Representative: Councillor Philip Rentsch

Highlights: Community grant applications went live on January 30, 2023 and will close on February 27. The HCIA selection committee will evaluate the applications and submit a report to General Government Services for consideration. HFFA Winter Harvest Dinner Series launches, Ag RoundTables resume with EcDev, Farm to School partners on new food literacy/STEM curriculum and launches Community Connector program; Volunteer Dufferin ramps up outreach and considers expansion; CSWB plans for next version of report/community consultation; DCEC/HFFA connect with Lived Experience and food insecurity.

Attached: Headwaters Communities in Action Meeting Report – January 2023

Western Ontario Wardens' Caucus (WOWC)

Representative(s): Warden Wade Mills, Chief Administrative Officer Sonya Pritchard

The WOWC Caucus met on Friday, January 13, 2023 for the Annual General Meeting followed by a regular business meeting. The executive was appointed for 2023. Chair – Warden Glen McNeil, Huron County; Vice Chair – Warden Wade Mills, Dufferin County; Secretary – CAO Meighan Wark, Huron County; Treasurer – CAO Sonya Pritchard, Dufferin County, Economic Development Committee Chair – Jim Ginn, Huron County. The Caucus received the 2021 audited financial statements and appointed BDO as the auditor for 2022 and 2023. The Caucus will pursue updating its incorporation to a non-profit status.

At the regular meeting, the Caucus approved the 2023 budget with a contribution of \$21,000 for each of the 15 members. A presentation from the Executive Director of the Good Roads Association provided information on an initiative to identify physical measures that can be incorporated into road design to reduce the number of serious accidents. The Caucus received an update report from the WOWC Executive Director and from the Manager Government Relations with information on activities from 2022 including the implementation of subject matter expert groups to more effectively address the region wide impact of policy changes, the economic environment, workforce trends, and financial challenges.

The WOWC attended a number of delegations at the ROMA conference – a multi-ministers' delegation with the government and delegations with each of the opposition leaders or interim leaders. Information was shared about the four priority areas of the Caucus – affordable and attainable housing, mental health and addictions resources, workforce development and rural broadband/highspeed internet access.

Next Meeting dates:

WOWC CAOs – Friday, February 10, 2023, Electronic via Zoom

WOWC – Friday, March 10, 2023, 10:00 a.m. In-person, at Middlesex County Council Chambers, London – Strategic Planning session

SWIFT Board of Directors

Representative: Councillor Chris Gerrits

Highlights: SWIFT announced that high-speed connectivity is now available to more than 145 homes and businesses in Dufferin County. In partnership with SWIFT, Cogeco has completed the construction of a 13 kilometre fibre-to-the-home network in the Township of East Garafraxa to provide high-speed internet access to residents living and working in the communities of Marsville, Orton, Prices Corner and Craigsholme.

Attached: [Media Release – January 27, 2023](#)

Financial, Staffing, Legal, or IT Considerations

There are no financial, staffing, legal or IT considerations.

In Support of Strategic Plan Priorities and Objectives

Good Governance – ensure transparency, clear communication, prudent financial management

Inclusive & Supportive Community – support efforts to address current & future needs for a livable community

Respectfully Submitted By:

Sonya Pritchard
Chief Administrative Officer



Headwaters
**Communities
in Action**
Making Life Better Together



REPORT TO COUNCIL

Headwaters Communities in Action

Representative: Councillor Philip Rentsch
Meeting report of January 2023

Highlights: Welcome Councillor Rentsch to the HCIA Leadership Council. DC Community Grants 2023 round launches. HFFA Winter Harvest Dinner Series launches, Ag RoundTables resume with EcDev, Farm to School partners on new food literacy/STEM curriculum and launches Community Connector program; Volunteer Dufferin ramps up outreach and considers expansion; CSWB plans for next version of report/community consultation; DCEC/HFFA connect with Lived Experience and food insecurity.

Primary Activities:

HCIA Partnership Agreement

HCIA Admin:

- HCIA welcomes Councillor Philip Rentsch as our newly appointed member of the HCIA Leadership Council, succeeding Darren White.
- HCIA Executive Director Jennifer Payne renewed for second term as Co-Chair of Dufferin County **Community Safety and Wellbeing** Integration Table, along with Anna McGregor. Looking at data management/access options and meeting Feb. 1 to discuss general public survey and consultation approach in preparation for 2024 report.
- HCIA continues work through a strategic planning process. This project is supported with funding from Ontario Trillium Foundation.
- Attended inaugural County meeting at Monora Park Dec. 8 2022 and MCR public consultation at Zina St. Jan 21, 2023.
- "Better Together Breakfast Club" (BTBG) initiated to discuss shared mandate and goals among projects hosted on HCIA backbone, and look for ways to work together and build capacity for all.
- 2022 Year-End presentation on DC-HCIA partnership agreement to General Government Services Committee scheduled for February meeting.

Our Vision: *Engaged citizens shaping a vibrant, sustainable, and resilient community together.*

PROJECT NEWS:

- **Dufferin County Community Grants:** 2023 round launched January 30 and is being widely promoted through all HCIA networks and channels. Criteria has been adjusted slightly in response to feedback from past applicants, assessment team observations and input from County Council members and staff. Many productive suggestions were gathered, and good discussion generated. 2022 grant recipient stories continue to be shared via the HCIA website, promoting the 2023 applications process. Applications are due Feb. 27. Recommendations report scheduled to be presented to General Government Services Committee at their March or April meeting, depending on the number of applications that need to be assessed. Assessment team is being assembled, with targeted outreach to increase diversity and inclusion.

- **Volunteer Dufferin:**
 - Stats: 2,426 individuals; 155 organizations; 42 active opportunities on volunteerdufferin.ca
 - Applied for funding for Boardward Bound program pairing youth and seniors in mentorship for serving on local nonprofit boards – an emerging issue among organizations.
 - Partnering on Nonprofit Appreciation Week campaign.
 - Promotion and outreach to Georgian College, school boards, Dufferin Board of Trade as well as local media, newspapers and TV.
 - Developing “wish list” of features and potential redesign/expansion of Volunteer Dufferin to encourage other types of community engagement and ways of connecting, while continuing to promote volunteerism and its benefits.
 - Advisory council had inaugural meeting, adding Leadership Council members Gord Gallagher and Errol Chambers, discussing 2023 vision and goals.
 - Quarterly newsletters to resume and surveys are being developed for upcoming annual member outreach.

- **HFFA and Farm to School:**
 - HFFA Winter Harvest Dinner Series 2023 has launched starting with Jan. 21 at Shelburne Golf & Country Club. Tickets for Feb, Mar and Apr dinners available now at <https://headwatersfoodandfarming.square.site/>.
 - The School Food Learning Circle has launched a Community Connector program to help 15 local schools facilitate Farm to School activities. Website improvements for hffa.ca/farmtoschool continue to represent new offerings from F2S (CC program, downloadable lesson plans, Big Fresh Goal). Partnership with Sustain Ontario publishing Food Literacy resources for new STEM Curriculum in Ontario, expected February.
 - Agriculture RoundTables resumed in partnership with Cody Joudry - January 30 on topic of Inflation. Exploring possibility of an in-person event with farmers in March.

- Connecting with DCEC Health Equity Working Group on their Food baskets subcommittee to brainstorm about food baskets and adaptation of Local Food Club.
- HFFA Hub meets next on February 3 10am to noon. Guy Guardhouse and Philip Rentsch being approached to fill vacant Municipal Representative seat on Hub membership.

DC MOVES (Partnership under Community Services)

- Re-creating DC MOVES strategy will continue in March forum.
- DCEC Report to community underway after successful in-person check in Jan 16.
- Partners With Lived Experience: Coordinator Siobhan connects weekly with the group, who are eager to consult and give input to the work groups. Health Equity work group connected with HFFA to explore how to make food baskets available for those experiencing food insecurity via agencies throughout the community. A subcommittee has been struck.



Report To: Warden Mills and Members of County Council

Meeting Date: February 9, 2023

Subject: Additional Staffing Requirements - 2023 DRAFT Budget

From: Sonya Pritchard, Chief Administrative Officer

Recommendation

THAT the report of the Chief Administrative Officer, dated February 9, 2023, regarding Additional Staffing Requirements - 2023 DRAFT Budget, be received.

Executive Summary

The purpose of this report is to provide supplementary information to outline how and why additional staffing requirements are proposed in the 2023 DRAFT Budget. The 2023 DRAFT budget includes 6 new positions and additional housekeeping hours at Dufferin Oaks for a cost of \$525,000. These positions are all in areas experiencing significant capacity constraints that are impacting service delivery.

Background & Discussion

Throughout the year, the Senior Leadership Team meets bi-weekly to review upcoming initiatives, operational objectives, opportunities, challenges, and staff well-being at both the corporate and departmental levels. Through these discussions the ability to provide services in an effective and responsible manner is a consistent thread. Many factors impact service delivery from legislative requirements to strategic priorities to the availability of supplies and equipment, and staff vacancies. Despite the different requirements of each operational area, staff capacity has long been a concern throughout the organization and has been identified by various reviews and assessments.

Some of these capacity issues have been addressed over the past several years and these enhancements have had a significant impact on service delivery. For example, additional human resources staff dedicated to recruiting at Dufferin Oaks has ensured front line staff positions are filled more quickly and Dufferin Oaks has been able to come closer to meeting the target of an average of 4 hours per day of care per resident. In the

Transportation/Operations Division of Public Works increasing the number of full-time operators (instead of winter and summer seasonal positions) has significantly improved the amount of turnover and the need to constantly search for more temporary staff.

Capacity issues continue to persist in other areas and are being exacerbated by outside influences and factors. Changes to provincial policy and increases in development activity require additional staff time and expertise to meet timelines around development review. A tight labour market, wide-spread recruiting challenges, and increased staff turnover require additional effort to onboard and offboard employees through the payroll system. Service commitments to municipal partners along with increased pressures and workload related to cybersecurity require additional technology support and monitoring. Changes to provincial requirements around infection control in long term care needs qualified dedicated resources to meet the expectations.

Departments do not work in isolation, information and outputs from one department are often required for another area to provide the service they are responsible for. There is considerable inter-connectedness and understanding the overall impact is key. In many cases a shortage of staff resources in one area negatively impacts other areas of the organization and creates a cumulative impact on service delivery. These matters are regularly topics of conversation at the senior leadership meetings. In the fall of 2022, the team went through an exercise to determine how often they were being forced to set aside the more strategic responsibilities that are an integral part of their roles to take on additional tasks in order to alleviate pressure from their teams. For all Department Heads this is a regular occurrence. The same lack of capacity then leads managers to take on additional duties and so on for front-line staff. Lack of capacity not only impacts the identified role but means other responsibilities cannot be addressed. Prioritization is an important part of managers and leaders' responsibilities but often this means postponing work and initiatives for months and even years.

Recommendations with respect to additional staffing requirements are carefully considered within the context of overall operational needs and the impact on service delivery across the board. Every effort is made to accommodate increased demands within the current staffing compliment by shifting some responsibilities or improving processes. However, there is a point where incremental adjustments are no longer possible or sufficient and at that point there needs to be an increase in resources or a reduction in service level. Unfortunately, some of the additional staffing requirements proposed in the DRAFT 2023 budget are in areas where the service level has already declined – not from lack of skill, effort or dedication but from lack of time. Staff in several areas work considerable overtime (some without request for compensation). A decrease in service

level can be the right solution; however, with items like development review there are legislated timelines that must be adhered to and which may result in financial penalties going forward. Changes to service level should be an intentional decision and not one that evolves due to lack of capacity and resources.

Financial, Staffing, Legal, or IT Considerations

The DRAFT 2023 Budget proposes 6 new positions and an increase in housekeeping hours at Dufferin Oaks as additional staffing requirements. Details about each position are provided in the Department budgets for each committee.

In Support of Strategic Plan Priorities and Objectives

Good Governance – ensure transparency, clear communication, prudent financial management

Respectfully Submitted By:

Sonya Pritchard
Chief Administrative Officer

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-07

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HILLS OF HEADWATERS COLLABORATIVE ONTARIO HEALTH TEAM. (Collaboration 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 Hills of Headwaters Collaborative Ontario Health Team, 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 ratify such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 9th day of February, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk

**HILLS OF HEADWATERS
COLLABORATIVE ONTARIO HEALTH TEAM**

COLLABORATION AGREEMENT

October 31, 2022

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HILLS OF HEADWATERS COLLABORATIVE ONTARIO HEALTH TEAM COLLABORATION AGREEMENT

This **COLLABORATION AGREEMENT** is made effective as of October 31, 2022

BETWEEN AND AMONG the Team Members who have signed it.

BACKGROUND and PURPOSE:

- A. The Organizations and Individuals (“Team Members”) who have signed this Agreement wish to be designated as the Hills of Headwaters Collaborative Ontario Health Team (“HOH-OHT”), an Ontario health team currently under formation and approved to proceed to full application to become a designated Ontario Health Team recognized by the Minister of Health under the *Connecting Care Act, 2019*.
- B. The Team Members have agreed to work together to achieve their shared vision of providing a continuum of integrated health care and support services to the persons to whom they provide care and services, predominantly in the geographic areas of the County of Dufferin and in Caledon, the northerly portion of the Region of Peel, as the Ministry of Health has allocated specified populations to it (“Dufferin-Caledon”).
- C. The Purpose of this Agreement is to:
 - (i) set out and govern how the Team Members will work together before designation as an Ontario Health Team;
 - (ii) establish a collaborative council (“Collaboration Council”) and other organizational structures to enable the work of the Team Members to fit for the purpose of achieving their Shared Vision, Guiding Principles and Commitments as set out in this Agreement; and
 - (iii) set out the rights and commitments of Team Members, with recognition by the Team Members that this Agreement is a transitional organizing document intended to serve its stated purposes as an interim step in the process of the HOH-OHT moving towards designation as an Ontario Health Team, likely to be in place for a few years at most or as may be determined is most fitting and useful, anticipated to be amended over time as the HOH-OHT organizes further and to be replaced with other appropriate organizing documentation at a point prior to greater operational integration and/or financial integration.

FOR VALUE RECEIVED, the Team Members agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions. In this Agreement:

- (a) **“Agreement”** means this collaboration agreement, and includes all schedules, as amended from time to time.
- (b) **“Confidential Information”** means information of a Team Member that by its nature is confidential and proprietary but does not include information that:
 - (i) was known to or received by the receiving Team Member before its receipt from the disclosing Team Member (unless acquired on a confidential basis), and such knowledge or receipt is documented);
 - (ii) was public knowledge at the time received by the receiving Team Member or later became public knowledge through no fault of the receiving Team Member; or
 - (iii) was independently developed by a Team Member without reference to the Confidential Information previously disclosed by a Team Member.
- (c) **“Participants”** means those entities that are parties to a Project Agreement but that are not Team Members.
- (d) **“Project”** means the work associated with improving health and related social care for the HOH-OHT’s chosen priority populations. First year Projects at time of signing are planned to be: (1) Mental Health and Addictions, (2) Palliative Care and, (3) Complex Vulnerable Patients.
- (e) **“Project Agreement”** means any agreement executed by the participating Team Members and, where applicable, Participants, that sets out the details and work plan about a specific Project.
- (f) **“Team Members”** means the signatories to this Agreement.
- (g) **“HOH-OHT”** means the Hills of Headwaters Collaborative Ontario Health Team, comprised of the Team Members.

1.2 Non-Derogation. Nothing in this Agreement shall derogate from a Team Member’s ongoing autonomy of its board of directors, or its right to safeguard the quality of health services provided by it, or to exercise its respective rights and meet its respective responsibilities under applicable laws and any government funding agreements. This Agreement shall not create legally binding obligations between Team Members or by any Team Member to third parties. This Agreement does not set precedent for the future or for future agreements.

ARTICLE 2 – SHARED VISION, GUIDING PRINCIPLES, VALUES AND COMMITMENTS

2.1 Shared Vision. The Team Members share the following vision for the HOH-OHT:

To create one community working together to improve the health and well-being of everyone who lives and provides care across Dufferin-Caledon.

2.2 Guiding Principles. The Team Members are committed to the following guiding principles for the HOH-OHT, set out in the following Relationship Charter:

Relationship Charter: Expectations	Description and Guiding Principles
Constructive and transparent communication	<ul style="list-style-type: none"> • We will communicate frequently, openly and honestly with each other. • We will provide a forum for discussion and be open to each other’s operating environment. • We will communicate in advance of changes, updates (i.e., “no surprises”). • We will develop shared strategies and will not discuss sensitive issues with individuals outside of the relationship. • We will ensure that as members, our respective organizations will be kept up-to-date on sub region discussions, decisions and action items. • We will respect the diversity of cross-cultural communication styles so a safe space is enabled for free generative thinking.
Commitment and Responsibility	<ul style="list-style-type: none"> • We will ensure that the leaders, executive staff or an assigned delegate with decision-making power is in attendance of meetings. • We are committed to consistent participation, aiming for a minimum of 75% attendance in a given year. • We will take responsibility to proactively review materials for upcoming meetings and meetings that have been missed. • We will not allow current funding agreements to be a barrier to actively working together on innovative solutions.

Highly cooperative and collaborative	<ul style="list-style-type: none"> • We will jointly identify initiatives and assume responsibility for action. • We will ensure that system and patient interests are prioritized over organizational commitments. • We will look for win-win situations. • We will work together to solve problems. • We will incorporate and strengthen inclusiveness and equity in collaborative discussions.
Healthy Conflict Resolution	<ul style="list-style-type: none"> • We recognize conflict as natural and will focus on solving the problem collaboratively whenever possible, not apportioning blame. • We will approach problem resolution with mutual understanding, empathy and respect, recognizing expertise and consulting appropriately. • We will share risk and responsibility while acting in ways that are best for the patient. • We will resolve conflict by following the defined resolution process. • Further detailed in Schedule 2.
Continuous improvement driving quality patient care and innovation in delivery of services	<ul style="list-style-type: none"> • We will focus on improving population health outcomes with a systems-based approach that ensures the interests and perspectives of the patient are integrated into solutions. • We will use evidence-informed decision making and leverage leading practices as a collaborative and as a system to drive innovation and continuous improvement in the quality of patient care. • With input from patients, caregivers and partners, we will assess local population health needs, patient access and wait times and the capacity of health providers to serve the community. • We will build a culture of openness where we are encouraged to speak up and offer a forum for new ideas and generative thinking.
Seek efficiency while evaluating quality, time, cost parameters	<ul style="list-style-type: none"> • We will strive to build capacity whenever possible without sacrificing patient outcomes. • We are committed to using health care resources in a sustainable, effective, and efficient way that demonstrates quality and value to the community.

2.3 Values. The Team Members endorse the following values for the HOH-OHT:

- (a) The Values of the HOH-OHT have been recorded in the Relationship Charter of the HOH-OHT set out in s. 2.2 and also in this s. 2.3, created to demonstrate the intent

of the Team Members to work collaboratively to improve health outcomes for all Dufferin-Caledon residents and to reflect how we will work together to be successful. The Relationship Charter in s. 2.2 sets out jointly agreed-upon expectations, values and behaviours of the HOH-OHT and associated work group stakeholders; this is a living document and will be reviewed and updated as the partnerships evolve.

- (b) Collaboration and partnership are integral elements of the relationship, stakeholders are viewed as investors that can achieve improvements in the patient experience. The Relationship Charter is a visible statement of commitment to the goals and success of this collaboration.
- (c) Specifically, the benefits to establishing a Relationship Charter for the HOH-OHT and work groups include:
 - ✓ Improved **quality of care** for patients, based on agreed-upon mutual deliverables and expectations.
 - ✓ More effective **strategic alignment** to remove identified barriers and health gaps, resulting in a consistent quality of patient experience and outcomes.
 - ✓ Transparency of expectations.
 - ✓ Increased **understanding** of the environment in which each stakeholder operates.
 - ✓ Shared **proactive planning** of initiatives required to improve patient experience.
- (d) The four cornerstones of partnering in this Relationship Charter are:
 1. An Agreement on shared and **mutual objectives**.
 2. The adoption of a **collaborative**, ‘win-win’ approach to **problem solving**.
 3. Commitment to frequent, open and honest **communication**.
 4. A commitment to pursuing continuous, measured quality improvement.
- (e) The Team Members also agree that the HOH-OHT shall be operated to achieve the **Quadruple Aim** of:
 1. better patient and population health outcomes;
 2. better patient, family and caregiver experience;
 3. better provider experience; and,
 4. better value.

2.4 Commitments.

- (a) Commitments - Team Members are those organizations or individuals who have signed this Agreement. By signing this Agreement, Team Members have confirmed their commitment to:

- (i) The Shared Vision, Values and Guiding Principles set out above;
 - (ii) Work with each other to achieve the HOH-OHT's goals and work plans;
 - (iii) Work with each other towards opening communication channels with other potential team members, and towards the concept of representative Networks as set out below;
 - (iv) Adhere to the provisions of this Agreement with respect to information sharing, transparency, privacy and confidentiality set out in Article 6 below;
 - (v) Participate in the collaborative decision-making structures as provided in this Agreement including recognition of the Collaboration Council, as constituted, and acknowledgment of the decision-making processes set out in this Agreement for the HOH-OHT;
 - (vi) Support the work of the HOH-OHT by offering in-kind or other resources/supports which may, with appropriate consultation and agreement with Team Members, be determined by the Collaboration Council to be necessary in future; and
 - (vii) Give notices to the Collaboration Council and other Team Members as are required under this Agreement in respect of involuntary or voluntary integrations or other corporate restructurings.
- (b) The Team Members commit to consideration of forming into network groups of organizations or individuals with similarities in role or purpose as relates to the HOH-OHT, with the goals of appropriate communication with, and representation and involvement of, all stakeholders who are intended by the Ministry of Health to be involved in the HOH-OHT. Including and adding new Team Members is a goal of the HOH-OHT and they may become signatories of this Agreement at any time during its term.

2.5 Ontario Health Team. The HOH-OHT has been identified as an Ontario Health Team under formation under the *Connecting Care Act, 2019* effective December 6, 2019 and, as such, the HOH-OHT will be the recipient of interim funding from the Ministry of Health and/or Ontario Health which shall be received and managed by Headwaters Health Care Centre, under agreement with the Ministry of Health. The Team Members will contribute resources (e.g., funds, people, capital, and facilities) to the shared priorities and accountabilities of the HOH-OHT as determined by the team member. Contributions will reflect the different abilities and depth in resources and funding.

2.6 Disclosure, Minimizing Conflicts, and Transparency.

- (a) The Team Members shall engage in on-going communication and disclosure and shall provide information to each other and to the Collaboration Council and its subcommittees and working groups to achieve the benefits of this Agreement.

- (b) Each Team Member will try to eliminate, minimize, or mitigate any conflict between the HOH-OHT and its other contractual and service obligations and relationships outside of the HOH-OHT.
- (c) If a Team Member becomes aware of any fact or circumstance that may harm that or another Team Member's ability to perform its obligations under this Agreement or a Collaboration or Project Agreement, it will promptly notify the Collaboration Council and the other Team Members of the nature of the fact or circumstance and its anticipated impact so that the Team Members through the Collaboration Council may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

ARTICLE 3 – GOVERNANCE

3.1 Collaboration Council. The Team Members establish the Collaboration Council as the collaborative, strategic decision-making body of the HOH-OHT. The composition, mandate, and processes of the Collaboration Council are set out in Schedule 1. The Collaboration Council agreed the creation of an Anchor Council, a subset of the Collaboration Council, to provide direct oversight and facilitate decision making for the HOH OHT. The Collaboration Council Team Members recognize the need for smaller, more nimble subgroups who can work on a consensus basis to make needed operational decisions for the HOH-OHT and shall delegate specific tasks to subgroups which they will agree at the Collaboration Council to form. Where consensus cannot be reached, the Collaboration Council shall use the Collaboration Council Decision-Making Framework set out in Schedule 2, basing its choices on how to proceed on the use of the RACI approach, where required. The subcommittees and working groups which have already been set up will continue to operate and are responsible to the Collaboration Council to address specific issues and projects to accomplish the goals of the HOH-OHT; these groups will report up to the Collaboration Council, which will keep the HOH-OHT informed of its actions by way of minutes and reports.

3.2 Anchor Council. The Anchor Council is the operational decision-making body of the HOH-OHT. All actions and decisions made at the Anchor Council are in line with the strategy agreed by the Collaboration Council. Any new items of strategic importance must be brought to the Collaboration Council for careful and considerate engagement. Membership is composed of one member of the Collaboration Council from the following sectors: Community Services; Community Wellness Council Core (Patient/Family); Congregate Settings; Home and Community Care; Hospital; Primary Care; Allied Health. Members are selected by vote at the Collaboration Council. The composition, mandate, and processes of the Anchor Council are set out in Schedule 1

3.3 Patient/Client, Family, and Caregiver Involvement. The Hills of Headwaters Community Wellness Council (the "HOH-CWC") was established in 2019, and represents a collective of patients, clients, families, and caregivers. The HOH-CWC will provide advice directly to the Collaboration Council and will have representation on appropriate subcommittees and working groups. The HOH-CWC will elect two (2) of its members to serve as voting members of the Collaboration Council and to act as a liaison and ensure that the voice of those who seek or receive health care or related services from the HOH-OHT, or support those seeking or receiving health care or related services from the HOH-OHT, is represented at the Collaboration Council. A Patient

Declaration of Values for the HOH-OHT will be established by the Collaboration Council in consultation with the HOH-CWC.

3.4 Primary and Specialist Care Association. The Dufferin Caledon Physician Association (“DCPA”) was established in 2019, and represents Primary and Specialist Care Physicians of the HOH-OHT. The DCPA will provide advice directly to the Collaboration Council and will provide leadership on appropriate subcommittees and working groups. The goal will be to have one (1) member from the geographical area of Dufferin and one (1) member from the geographical area of Caledon, as soon as this is possible, and each will serve as a voting member of the Collaboration Council to act as a liaisons and ensure that the voices of primary and specialist care providers are represented at the Collaboration Council.

ARTICLE 4 – PROJECTS

4.1 Implementation. The Team Members, or delegated sub-groups, shall implement each Project as follows:

- (a) The Collaboration Council shall identify one or more initiatives, programs, and/or services as an opportunity for a Project.
- (b) The Collaboration Council, or delegated sub-groups, shall develop a plan for each Project and, in doing so, shall be guided by the shared vision, guiding principles, and commitments of this Agreement and the Project principles and requirements set out in Sections 4.2 and 4.3. Each plan shall set out relevant considerations, terms, and conditions for the specific Project.
- (c) Where appropriate, the Collaboration Council, or delegated sub-groups, shall develop a Project Agreement, consistent with the plan, setting out the details of each Project, including clear and transparent accountabilities. This Agreement governs each Project unless a Project Agreement provides otherwise.
- (d) Before approving and implementing a Project, each Team Member shall ensure that its participation complies with any applicable laws, industry and professional standards, and its own constating documents and policies.
- (e) The participating Team Members (and any other Participants) will approve and execute a Project Agreement in accordance with their own delegation of authority.
- (f) Each Team Member shall maintain its separate corporate governance, and corporate mission, vision, and values throughout each Project.
- (g) Each Team Member shall retain all of its books and records made solely in connection with a Project in accordance with its own record retention policies and shall make them open to examination and copying by the other Team Members during their respective retention periods. All documents related to each Project shall be accessible

to the other participating Team Members as required to enable them to meet their legislated reporting requirements.

4.2 Project Principles and Requirements. Where appropriate, each Project (and, if applicable, Project Agreement) will set out:

- (a) scope of services to be provided by each Team Member (and other Participants if applicable), and their accountabilities and responsibilities;
- (b) specified strategic objectives and performance measures;
- (c) costs and financial matters including: budget, transfers of funds, payment terms, applicable taxes, set-offs;
- (d) human resource considerations;
- (e) reporting and audit compliance requirements;
- (f) third-party approvals;
- (g) intellectual property;
- (h) an annual evaluation to review and monitor progress, determine value and achievement of progress and desired outcomes;
- (i) dispute resolution provisions if Article 7 is not to apply;
- (j) term, termination, withdrawal, and expulsion from the Collaboration, and consequences thereof; including a process for return of management functions, clinical and support services, and asset distribution on termination of the Collaboration; and
- (k) risk allocation including mitigation, liability, indemnification, and insurance requirements.

4.3 Costs and Financial Contributions. For each Project, costs and financial contributions will be consistent with the following principles:

- (a) allocation of costs are to be guided by principles of equitable allocation;
- (b) the direct cost of all shared positions (or termination of any shared positions) shall be allocated on a proportional basis, which may be based on time spent or respective budgets;
- (c) the Team Members will in good faith negotiate and agree to mid-year adjustments to reflect changes in the scope of services provided during the year; and
- (d) financial contributions and methodology of cost allocation will be reviewed annually.

ARTICLE 5 – INTEGRATION WITH OTHERS

5.1 Voluntary Integration with Others. If a Team Member is contemplating an integration with another entity that will have a significant impact on the vision and guiding principles of the HOH-OHT, then it shall notify the Collaboration Council and the other Team Members in writing at least 90 days before the completion of such integration. The notice shall describe:

- (a) name of the entity or entities;
- (b) terms of the proposed integration; and
- (c) assessment of the impact, if any, of the proposed integration on the HOH-OHT.

Within 21 days of receipt of the notice, the Collaboration Council shall assess the impact of the proposed integration on the HOH-OHT and deliver a written report with recommendations to the Team Members. If any Team Member objects to the proposed integration, it shall deliver a notice advising the Collaboration Council of its objection within 21 days of receipt of the report and the matter will be submitted to the dispute resolution provisions of this Agreement.

5.2 Involuntary Integration. The Team Members recognize that the Minister of Health may order an integration involving one or more of the Team Members with one or more third parties. If this occurs, the Collaboration Council shall meet and develop a recommendation to the Team Members as to the impact of such integration on this Agreement, the HOH-OHT, and whether any amendments are required to this Agreement, a Project or a Project Agreement. The Team Members shall endeavour to continue this Agreement and each Project unless it is determined it is not feasible to do so where the essential benefits of this Agreement or a Project will not be realized by the HOH-OHT..

ARTICLE 6 – PRIVACY AND CONFIDENTIALITY

6.1 Privacy. For the purposes of the HOH-OHT:

- (a) The Team Members will share personal health information with one another for the purposes of providing health services, and coordinating its provision, in accordance with applicable laws.
- (b) Team Members will enter into a data sharing agreement in respect of sharing personal health information for all other purposes.

6.2 Confidentiality. Team Members shall not disclose any Confidential Information of another Team Member to a third party, except: (a) with written consent of the relevant Team Member; (b) to the extent that disclosure is necessary to meet applicable laws or governmental or public authority directives or other requirements; or (c) as permitted under the terms of this Agreement. Unless required by applicable privacy legislation or specified by the Collaboration Council or its subcommittees to be confidential and therefore not to be shared external to the Team

Members involved, information shared between Team Members or others involved in the Shared Purpose of the HOH-OHT is not considered confidential and may be shared by a Team Member without privacy obligation to any Team Member or parties external to the HOH-OHT.

6.3 Loss or Compromise of Confidentiality. If a Team Member discovers any loss or compromise of the Confidential Information of another Team Member, it will notify the Team Member promptly and cooperate with it to mitigate the loss or compromise. Upon request, each Team Member shall return or destroy (with certification to the relevant Team Member) all Confidential Information of the relevant Team Member that it is not required to retain by applicable laws or other requirement. However, each Team Member may, at its option, retain one copy of such Confidential Information in its files for archival purposes subject always to the obligations of confidentiality under this Agreement. Each Team Member may use the Confidential Information of another Team Member to exercise its rights and protect its interests under this Agreement and as required by applicable laws. For greater certainty, this provision applies to the Confidential Information of a Team Member. Any loss or compromise of personal health information shall be addressed in accordance with applicable laws and any data sharing agreement entered into between and/or among the Team Members.

6.4 Public Notices and Media Releases. All notices to third parties and all other publicity concerning this Agreement or the HOH-OHT shall be planned, co-ordinated, and approved by the Collaboration Council, and no Team Member shall act unilaterally in this regard without the prior approval of the Team Members through the Collaboration Council, except where required to do so by applicable laws or governmental or public authority requirements. The spokespersons for the HOH-OHT shall be such member or members of the Collaboration Council as determined by the Collaboration Council from time to time.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Dispute Resolution. The Team Members shall use their best efforts to avoid disputes by clearly articulating expectations, establishing clear lines of communication, and respecting each Team Member's interests, using the Relationship Resolution Process as further detailed in Schedule 2. The Collaboration Council will make decisions by consensus wherever possible. However, if a dispute arises, the Collaboration Council and other HOH-OHT Team Members shall follow the procedures set out below and in Schedule 2, acting in good faith:

- (a) The Team Members shall use their best efforts to resolve any disputes in a collaborative manner through informal discussion and resolution.
- (b) The Collaboration Council shall work to resolve the dispute in an amicable and constructive manner. If the Collaboration Council members have made reasonable efforts, and the dispute remains unresolved, the Collaboration Council shall escalate the dispute as set out in Schedule 2.
- (c) If a dispute cannot be resolved, as determined by any Team Member after following these procedures, a Team Member may withdraw from the applicable Project, Project Agreement, or this Agreement in accordance Article 8.

ARTICLE 8 – TERM, TERMINATION, WITHDRAWAL, AND EXPULSION

8.1 Term. This Agreement shall start on the date of this Agreement and shall continue until September 30, 2023 unless terminated in accordance with Section 8.2.

8.2 Termination of Agreement. The Team Members may only terminate this Agreement by mutual written agreement.

8.3 Withdrawal. A Team Member may withdraw from this Agreement by providing at least 90 days' notice to the other Team Members.

8.4 Expulsion. A Team Member may be expelled from the HOH-OHT, and thereby cease to be a party to this Agreement. Reasons for expulsion may include if the Team Member is not meeting its commitments under this Agreement or a Project Agreement, no longer agrees to the vision of the HOH-OHT or is disruptive to the consensual governing process at Collaboration Council meetings. An expulsion may take place after following these procedures:

- (a) The Collaboration Council members, other than the member representing the Team Member at issue, must agree by at least a two-thirds majority vote that expulsion is advisable.
- (b) Following such agreement, the Collaboration Council members referred to in Section 8.4(a) shall, in writing, notify the Team Member at issue that it intends to recommend their expulsion to the other Team Members.
- (c) If reasonable in the circumstances, as determined by the Collaboration Council members referred to in Section 8.4(a), the Team Member may be provided with an opportunity to present and discuss their position and to rectify the issue(s) within a time period reasonably directed by such Collaboration Council members.
- (d) If it is not reasonable to allow for an opportunity for rectification or if rectification does not occur within the time period provided to the reasonable satisfaction of the other Collaboration Council members referred to in Section 8.4(a), such Collaboration Council members shall make a recommendation for expulsion to all of the other Team Members.
- (e) All of the Team Members, other than the Team Member at issue, shall consider the recommendation referred to in Section 8.4(d) and at least two-thirds of Team Members must, in writing through their authorized signatories, agree to the expulsion. Upon such written agreement, this Agreement shall be deemed amended to remove the expelled Team Member as a party.
- (f) Submission to the dispute resolution procedures under this Agreement may be used if the Collaboration Council agrees by at least a two-thirds majority vote that same shall be a pre-condition to further steps towards expulsion.

8.5 Withdrawals/Termination of Project Agreement. Unless a Project Agreement provides otherwise: (a) the parties to a Project Agreement may terminate the Project Agreement by mutual written agreement, provided that they give at least 90 days' notice to the Collaboration Council; and (b) a party to a Project Agreement may withdraw from the Project Agreement by giving at least 90 days' notice to the Collaboration Council and the other parties to the Project Agreement.

8.6 Consequences of Termination, Withdrawal or Expulsion.

- (a) A Team Member who withdraws or is expelled from this Agreement shall cease to be a party to this Agreement and shall cease to be a member of the HOH-OHT.
- (b) Termination of, or withdrawal or expulsion from, this Agreement shall not automatically constitute termination of, or withdrawal or expulsion from, any Project or Project Agreement.
- (c) Withdrawal from or termination of a Project or a Project Agreement shall not automatically constitute withdrawal from or termination of this Agreement or any other Project or Project Agreement, as the case may be.
- (d) A Team Member who withdraws or is expelled from this Agreement or withdraws from a Project or Project Agreement, as the case may be, shall remain accountable for its commitments and obligations, actions and omissions before the effective date of the withdrawal or expulsion and shall work with the Collaboration Council to develop strategies to reasonably fill any resource or service gaps left by the withdrawing or expelled Team Member.

ARTICLE 9 – GENERAL

9.1 Independent Contractors. The relationship between the Team Members under this Agreement is that of independent contractors. This Agreement is not intended to create a partnership, agency, or employment relationship between or among the Team Members. No Team Member shall have the power or authority to bind another Team Member or to assume or create any obligation or responsibility, expressed or implied, on another Team Members' behalf or in its name, nor shall it hold itself out to any third party as a partner, agent, or employee of another Team Member. Each Team Member shall be responsible and liable for its own employees, agents, and subcontractors, unless otherwise agreed to in a Project Agreement.

9.2 Notices. Where in this Agreement a Team Member must give or make any notice or other communication, it shall be in writing and is effective if delivered personally or sent by electronic means addressed to the intended Team Member at the address set below its respective signature. Notice or communication shall be deemed received one Business Day after delivery or sending. The address of a Team Member may be changed by notice as provided in this Section. **“Business Day”** means any working day, Monday to Friday, excluding statutory holidays observed in Ontario.

9.3 Entire Agreement. With respect to its subject matter, this Agreement contains the entire understanding of the Team Members and supersedes all previous negotiations, representations, understandings, and agreements, written or oral, between and among the Team Members respecting the subject matter of this Agreement.

9.4 Amendment. Subject to Section 8.6(a), this Agreement may be amended only by mutual written agreement. If a change in law or a directive from the Minister of Health or other governmental or public authority necessitates a change in the manner of performing this Agreement, the Team Members shall work cooperatively to amend this Agreement to accommodate the change. A Project Agreement may be amended in accordance with the provisions of the Project Agreement without necessitating an Agreement amendment.

9.5 Assignment. No Team Member may assign its rights or obligations under this Agreement without the prior written consent of the other Team Members. This Agreement enures to the benefit of and binds the Team Members and their respective successors and permitted assigns. Notwithstanding the foregoing, but subject to Section 5.2, a Team Member may assign this Agreement without consent in the event of an integration order of the Minister of Health.

9.6 No Waiver. No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Team Member entitled to grant the waiver.

9.7 Severability. Each provision of this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.

9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitutes one agreement. Delivery of an executed counterpart of this Agreement electronically in legible form shall be equally effective as delivery of a manually executed counterpart of this Agreement.

9.9 Governing Law. This Project Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

9.10 Survival. Those articles which by their nature should survive a Team Member's withdrawal or expulsion from or termination of this Agreement shall so survive.

The undersigned, as Team Members, have executed this Agreement.

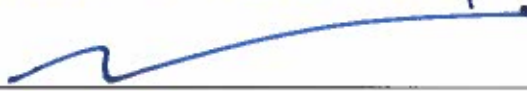
Signatures on following page are collected in counterpart.

**COUNTERPART SIGNATURE PAGE FOR
HILLS OF HEADWATERS COLLABORATIVE ONTARIO HEALTH TEAM
COLLABORATION AGREEMENT
effective January 31, 2023**

Print full legal name of Organization or Individual:

Corporation of the County of Dufferin

Per:





Print name of signer: Wade Mills, Warden

Address: 30 Centre Street
Orangerville ON L9W 2X1

Michelle Donne, Clerk

Date:

I have the authority to bind the corporation, organization or myself as an individual.

If an Individual:

Print Name of Witness to signature

Signature of Witness

Enter Date Witness observed Signer's execution:

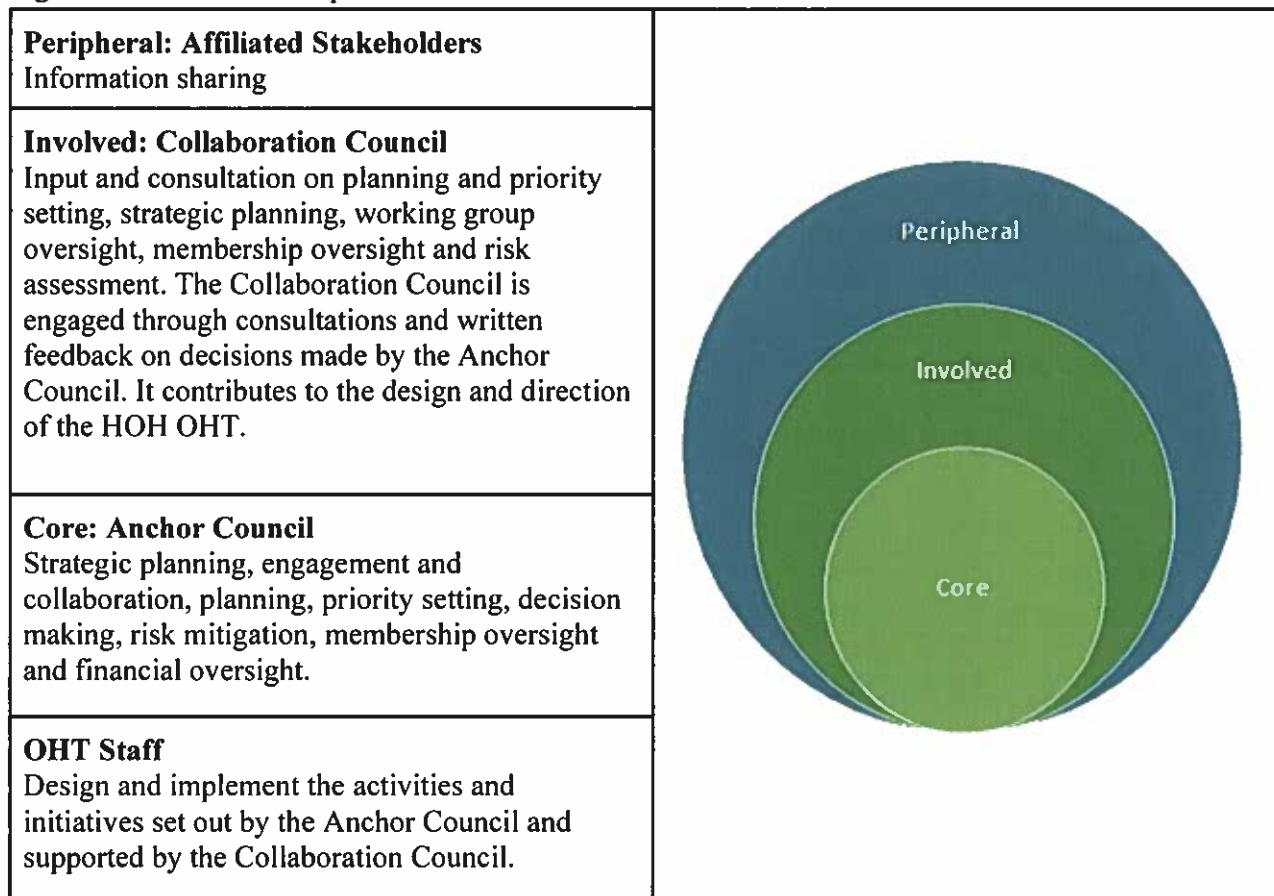
**SCHEDULE 1 –
Hills of Headwaters Collaborative OHT Governance, Structure and Decision-Making**

This schedule sets out the governance, structure and decision-making process within the Hills of Headwaters Collaborative OHT (HOH OHT).

Levels of Participation

Many OHTs include different levels of participation and involvement for partners that require increasing amounts of commitment, accountability and resources. Figure 1 provides a summary of the structure for the HOH OHT..

Figure 1: Levels of Participation for HOH OHT Partners



Anchor Council

Mandate

The Anchor Council operates based on the HOH OHT's shared vision, values, and guiding principles. Its role is to provide a forum for the members to manage the operational decisions of the HOH OHT. All actions and decisions made at the Anchor Council must be in line with the strategy agreed by the Collaboration Council. Any new items of strategic importance must be brought to the Collaboration Council for careful and considerate engagement. The Anchor Council is accountable to the Collaboration Council.

Anchor Council Members' commitments include:

- Attend and actively participate in all required meetings. Members will not send a designate if they are unable to attend a meeting.
- A commitment to the shared vision, values, priorities, and guiding principles.
- Actively participate as members of the Anchor Council to manage the delivery HOH OHT strategic plan, priority objectives, budget and central brand.
- Work with each other to achieve the shared goals/priorities of the HOH OHT.
- Adhere to the provisions in the Collaboration Agreement with respect to information sharing, transparency, privacy, and confidentiality.
- Participate in the collaborative decision-making structures as provided in the Collaboration Agreement.
- Contribute resources (e.g. Financial, in kind support, etc.) to sustainability of the HOH OHT, as determined by the team member. Contributions will reflect their capacity and mandate.
- Be ambassadors for the vision of the HOH OHT within the broader community.

The Anchor Council's responsibilities include:

Engagement and Collaboration

- Ensure all decisions affecting the implementation of the HOH OHT are done so through proper and robust consultation with the Collaboration Council.
- Engage and seek input from HOH OHT members and sectors individually, as needed.
- Keep key stakeholders informed, involved, and engaged throughout the development and implementation of the HOH OHT.
- Provide updates to Collaboration Council and HOH OHT partners on status of projects, budgets and overall progress of HOH OHT

	<p>Planning and Priority Setting</p> <ul style="list-style-type: none"> ● In consultation with Collaboration Council, establish an overall strategic plan for the HOH OHT and an annual work plan consistent with the strategic plan ● In consultation with Collaboration Council, identify and measure the priority populations for the HOH OHT and the impact of decisions on them ● Enable strategic decisions and facilitate the implementation of collaborations and other initiatives in an efficient manner. <p>Financial Oversight</p> <ul style="list-style-type: none"> ● Approve expenditures of any net new resources, funds, and staffing in accordance with work plans and agreements to advance the work of the HOH OHT. ● Hire staff as needed to support the work of the Collaboration Council and Working Groups after consultation with the respective body. ● Develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the HOH OHT as well as human resources, capital, and facilities and costs related to supporting the work of the HOH OHT. ● Approve expenditures made by the Collaboration Council and Working Groups (i.e., work plan expenditures). <p>Membership Oversight</p> <ul style="list-style-type: none"> ● Act as an arbitrating body for any HOH OHT partnership concerns. ● Review membership of the Collaboration Council. <p>Risk Assessment</p> <ul style="list-style-type: none"> ● Identify risks and consider risk allocation, mitigation, and corrective actions for HOH OHT activities
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<p>Membership</p>	<p>The Anchor Council shall be comprised of the following voting members from the following sectors (1 member per sector):</p> <ol style="list-style-type: none"> 1. Community Services 2. Community Wellness Council Core (Patient/Family) 3. Congregate Settings 4. Home and Community Care 5. Hospital 6. Primary Care 7. Allied Health <p>Members on the Anchor Council are identified by the Collaboration Council and sit at both councils. Members must be not-for-profit senior decision makers. They must endeavor to ensure sectoral representation. Members are expected to bring their knowledge and leadership experience from their sector. No organization with the same ED/CEO may be represented at the Council twice. The patient/family participant will be selected from the Community Wellness Council (CWC) Core.</p> <p>Members will serve two-year terms subject to re-appointment by the Collaboration Council. Terms should be staggered to maintain continuity of Council. Terms may be shortened for members who are unable to meet their responsibilities.</p> <p>OHT Staff (non-voting members) also sit on the Anchor Council as needed and could include an Executive Director, Project Manager, etc. They will receive direction, get clarification on duties, gather feedback and provide updates. Guests may be invited to assist the Council as appropriate.</p>
<p>Selecting and Changing Membership</p>	<p>Anchor Council members who are designates of the Collaboration Council shall be selected through a process approved by the Collaboration Council.</p> <p>An Anchor Council member may be replaced by another sector representative from the Collaboration Council with reasonable notice to the Collaboration Council provided the process followed is acceptable to the Collaboration Council.</p> <p>The Collaboration Council can replace an Anchor Council member where that member is not acting in accordance with the guiding principles and in pursuit of the Shared Objectives of the HOH OHT. The replacement member shall be selected through a process approved by the Collaboration Council</p>

<p>Co-Chairs</p>	<p>The Anchor Council shall have two Co-Chairs, who shall be elected by a majority vote of the Anchor Council members. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co-Chairs participate in deliberations and decision-making of the Anchor Council.</p> <p>The Co-Chairs shall be elected annually from among the members of the Anchor Council. Co-chairs will serve overlapping terms to ensure continuity of the table.</p>
<p>Meetings</p>	<p>Meetings shall be held at a minimum monthly. Meetings will be held at the call of the Co-Chairs or upon the request of another Anchor Council member in consultation with the Co-Chairs. The Co-Chairs may determine the meeting procedures. Agendas will be sent two days in advance and indicate if decisions are known to be required. Meetings may be by any available technology. Guests may attend a meeting upon consent of the Co-Chairs.</p> <p>In addition, based on the focus of individual agenda items, there may be times when additional individuals will be invited to participate in meeting discussions. Permission should be sought from the Co-Chairs.</p>
<p>Quorum</p>	<p>Quorum will be all members of the Anchor Council present in person or electronically. If voting is required, quorum is defined as 50% of voting members plus one. If quorum is not present, the members present may meet for discussion purposes only and no decisions shall be made.</p>
<p>Decisions</p>	<p>The Anchor Council has no authority to make a decision binding on a member organization. The Anchor Council will not duplicate or replace any member’s governance or operational decision-making.</p> <p>For all decisions, consensus will be sought. Consensus means that each member is prepared to support the decision or, if applicable, recommend it to their board of directors, organization, or respective sector, as the case may be, even if they do not agree with the decision/recommendation.</p> <p>When consensus cannot be achieved, a majority vote of the members will carry the decision. Quorum must be established in order to vote. If consensus cannot be reached and making a decision or ‘acting’ at that time would be critical to the OHT, the Anchor Council may decide to vote. Each Anchor Council member will have one vote, excluding the OHT staff members. Where voting is required, all members must participate and be recorded on the decision (this may include by email or virtual contact).</p>

Minutes	Meeting minutes will document deliberations and recommendations. Discussion during meetings shall be open, frank, and free flowing, and while contents of minutes will be shared, they will not include attribution of individual contributions made by Anchor Council members. Minutes will be shared with the Collaboration Council.
Information Sharing	The Anchor Council shall develop a protocol for how information is shared with members and their respective boards of directors or governing bodies, the Collaboration Council, the CWC Core, working groups and affiliate members.
Confidentiality	<p>Anchor Council members shall respect the confidentiality of information received by, and discussions of, the Anchor Council.</p> <p>Anchor Council members shall share information in accordance with the protocol adopted by the Anchor Council.</p> <p>Anchor Council members shall each sign an acknowledgement confirming their agreement to respect the confidentiality of information received in their capacity as a member of the Anchor Council and to adhere to these Terms of Reference and any protocols, policies or procedures adopted by the Anchor Council from time to time.</p>

Collaboration Council	
Mandate	<p>The Collaboration Council sets the strategic vision and objectives of the HOH-OHT. It brings forward recommendations and informs decisions made by the Anchor Council. It provides a forum for all members to contribute meaningfully to the activities of the HOH- OHT.</p> <p>Collaboration Council Members’ commitments include:</p> <ul style="list-style-type: none"> ● Attend and actively participate in all required meetings or send a designate if unable to do so. A designate must be a senior leader in that member’s organization or, in the case of the CWC Core member, a designate must be from the CWC Core. ● Collaboratively determine the shared strategy and priorities of the HOH OHT. ● A commitment to the shared vision, values, priorities, and guiding principles. ● Work with each other to achieve the shared goals/priorities of the HOH OHT. ● Adhere to the provisions in the Collaboration Agreement with respect to information sharing, transparency, privacy, and confidentiality. ● Contribute resources (e.g., financial, in-kind support, staff resources, etc.) to the sustainability of the HOH OHT, as determined by the team member. Contributions will reflect their capacity and mandate. ● Be ambassadors for the vision of the HOH OHT within the broader community. ● Sign a membership agreement, to be created, when joining the Council. ● Members are expected to bring their knowledge of community planning and their leadership experience. When the work of this Council is outside the scope of a member, they will call upon another colleague in their organization for support (e.g., working groups, consultation). <p>The Collaboration Council’s responsibilities include:</p> <p>Engagement and Collaboration</p> <ul style="list-style-type: none"> ● Decisions made by the Anchor Council will receive feedback from the Collaboration Council. The Collaboration Council will discuss and provide recommendations before all decisions are to be made at the Anchor Council level. ● Provide input and advice to the Anchor Council and OHT Staff on governance, planning, design, implementation activities to

	<p>enable decision-making.</p> <ul style="list-style-type: none"> ● Participate and provide input on a wide range of engagement, planning and co-design activities ● Keep key stakeholders informed, involved, and engaged throughout the development and implementation of the HOH OHT. ● Seek input from working groups and affiliated councils to support decision making at the Anchor Council. <p>Planning and Priority Setting</p> <ul style="list-style-type: none"> ● Provide consultation and feedback to the Anchor Council in establishing an overall strategic plan for the HOH OHT and an annual work plan. ● Provide consultation and feedback to the Anchor Council in identifying and measuring the priority populations for the HOH OHT and the impact of decisions on them. <p>Working Group Oversight</p> <ul style="list-style-type: none"> ● Review and provide input on Working Groups’ work and expenditure plans. ● Approve the work plans and any agreements that support the implementation at the Working Group level. ● Contribute to membership of working groups, individually or at an organizational level, as appropriate. Each organization should participate in at least one working group. ● Approve any changes to the vision, values and guiding principles of the HOH OHT. ● Annually review the performance of the HOH OHT. <p>Membership Oversight</p> <ul style="list-style-type: none"> ● Develop membership agreement for participation on the Collaboration Council. ● Provide recommendations to the Anchor Council on composition of the Collaboration Council. ● Develop selection and replacement processes for electing members to the Anchor Council. ● Elect members to the Anchor Council. <p>Risk Assessment</p> <ul style="list-style-type: none"> ● Identify risks for consideration at the Anchor Council for all HOH OHT activities.
<p>Membership</p>	<p>Membership is open to health care and human service organizations, municipalities, networks, alliances, and groups that serve or are stakeholders of the Hills of Headwaters Collaborative OHT. Members must sign a membership agreement (to be created).</p>

	<p>Members must be active participants, contributing resources to support the sustainability of the HOH OHT to remain on the council. Co-chairs are recommended one additional member from their organization/agency on the Collaboration Council. All other members are recommended to have an alternate should they not be able to attend.</p> <p>The Community Wellness Council (CWC) Core will have up to two members on the Collaboration Council to represent the patient-family perspective.</p> <p>Collaboration Council is formed of senior leaders from partner organizations, with Co-Chairs selected from the group.</p> <p>OHT Staff (non-voting members) also sit on the Collaboration Council as needed and could include an Executive Director, Lead, etc. They will receive direction, get clarification on duties, gather feedback and provide updates.</p> <p>Guests may be invited to assist the Council as appropriate.</p>
<p>Selecting and Changing Membership</p>	<p>All members must sign a membership agreement, to be created and approved by the Collaboration Council. Members do not sit on the Council for a defined term and can choose to leave the Council at any point. If a member can no longer sit on the Council, the member will provide their resignation and seek a replacement representative from their organization.</p>
<p>Co-Chairs</p>	<p>The Collaboration Council shall have two Co-Chairs, who shall be elected by a majority vote of the Collaboration Council members. The Co-Chairs shall alternate the meeting chair responsibilities. Both Co Chairs participate in deliberations and decision-making of the Collaboration Council.</p> <p>The Co-Chairs shall be elected annually from among the members of the Collaboration Council. Co-chairs should be members of the Anchor Council and must not be from the same sector. Co-chairs will serve overlapping terms to ensure continuity of the table.</p>
<p>Meetings</p>	<p>Meetings shall be held at a minimum monthly. Meetings will be held at the call of the Co-Chairs or upon the request of another Collaboration Council member in consultation with the Co-Chairs. The Co-Chairs may determine the meeting procedures. Agendas will be sent at least two days in advance and indicate if decisions are known to be required. Meetings may be by any available technology. Guests may attend a meeting upon consent of the Co-Chairs.</p> <p>In addition, based on the focus of individual agenda items, there may</p>

	<p>be times when additional individuals will be invited to participate in meeting discussions. Permission should be sought from the Co Chairs.</p>
Quorum	<p>Quorum will be all organizations of the Collaboration Council present in person or electronically. Each organization, regardless of the number of staff on the Collaboration Council, shall receive one vote. If voting is required, quorum is defined as 50% of voting members plus one. If quorum is not present, the members present may meet for discussion purposes only and no decisions shall be made.</p>
Decisions	<p>The Collaboration Council has no authority to make a decision binding on a member organization. The Collaboration Council will not duplicate or replace any member’s governance or operational decision-making.</p> <p>When feedback and advice is sought by the Anchor Council, especially when it pertains to items with substantial impact on the HOH OHT, the Collaboration Council shall vote on any recommendations provided to the Anchor Council.</p> <p>For all decisions, consensus will be sought. Consensus means that each organization is prepared to support the decision or, if applicable, recommend it to their board of directors, organization, or respective sector, as the case may be, even if they do not agree with the decision/recommendation.</p> <p>When consensus cannot be achieved, a majority vote of the organizations will carry the decision. Quorum must be established in order to vote. If consensus cannot be reached and making a decision or ‘acting’ at that time would be critical to the OHT, the Collaboration Council may decide to vote. Each Collaboration Council member organization will have one vote. OHT Staff do not have a vote. Where voting is required, all member organizations must participate and be recorded on the decision (this may include by email or virtual contact).</p>
Minutes	<p>Meeting minutes will document deliberations and os. Where applicable, these will be shared with the Anchor Council for their decision making. Discussion during meetings shall be open, frank, and free flowing, and while contents of minutes will be shared, they will not include attribution of individual contributions made by Collaboration Council members.</p>

<p>Information Sharing</p>	<p>The Collaboration Council shall develop a protocol for how information is shared with members and their respective boards of directors or governing bodies, the Collaboration Council, the CWC Core, subcommittees, working groups and affiliate members.</p>
<p>Confidentiality</p>	<p>Collaboration Council members shall respect the confidentiality of information received by, and discussions of, the Collaboration Council.</p> <p>Collaboration Council members shall share information in accordance with the protocol adopted by the Collaboration Council.</p> <p>Collaboration Council members and all members of subcommittees or working groups shall each sign an acknowledgement confirming their agreement to respect the confidentiality of information received in their capacity as a member of the Collaboration Council or one of its subcommittees or working groups as applicable and to adhere to these Terms of Reference and any protocols, policies or procedures adopted by the Collaboration Council from time to time.</p>

Affiliated -Stakeholders	
Mandate	<p>Affiliated stakeholders receive electronic information and updates from OHT Staff, the Anchor Council, and the Collaboration Council, as appropriate. Affiliated stakeholders do not meet or contribute to the direction or outcomes of the HOH OHT.</p> <p>Affiliated Stakeholders' commitments include:</p> <ul style="list-style-type: none"> • This group is for information sharing. There are no commitments for individuals or organizations who chose to be affiliated stakeholders. <p>The Affiliated Stakeholders' responsibilities include:</p> <p>Information Sharing</p> <ul style="list-style-type: none"> • Stakeholders receive information electronically from the HOH OHT. They have no other responsibilities or accountabilities.
Membership	<p>Membership is open to all interested organizations, both for-profit and not-for-profit as well as individuals. Anyone interested in becoming a stakeholder must email the OHT Staff to be added to the mailing list. If a stakeholder no longer wants to receive updates, they must send an email to remove their name from the mailing list. Affiliated stakeholders do not contribute to the direction of the HOH OHT and can be anyone interested in receiving electronic updates from the HOH OHT.</p>
Meetings	<p>The Affiliated Stakeholders do not meet. Stakeholders may be convened once or twice a year for a town hall update or another engagement opportunity.</p>
Decisions	<p>The Affiliated Stakeholders do not make decisions.</p>
Confidentiality	<p>Any information received by Affiliated Stakeholders will not be confidential and can be shared as necessary.</p>

Affiliated Councils	
Mandate	<p>Affiliated councils are tables, groups, committees or councils that are loosely attached to the HOH OHT and may support HOH OHT priorities and Ministry related projects, as they deem appropriate.</p> <p>Affiliated Councils' commitments include:</p> <ul style="list-style-type: none"> ● Determine their own involvement with the HOH OHT, as they deem appropriate. ● When attending meetings associated with HOH OHT, actively participate and commit to the shared vision, values, priorities and guiding principles. <p>The Affiliated Councils' responsibilities include:</p> <ul style="list-style-type: none"> ● Keep the HOH OHT Anchor Council updated on priorities, projects and needs, as appropriate. ● Advocate and support the populations represented at their council within the HOH OHT structure.
Membership	Membership and representation at the Collaboration Council or Working Groups is determined by the individual council.
Meetings	When members of Affiliated Councils attend meetings associated with the HOH OHT, they shall follow the governance, commitments, and responsibilities of that group.
Decisions	As determined by the individual council.
Confidentiality	<p>Members of Affiliated Councils shall respect the confidentiality of information received by, and discussions of, the HOH OHT.</p> <p>If attending meetings, Affiliated Council members shall agree to respect the confidentiality of information received in their capacity as a participant of those meetings and to adhere to any protocols, policies or procedures adopted by that group.</p>

HOH OHT Working Groups	
Mandate	<p>The Working Groups are created to operationalize the HOH OHT priorities and Ministry related projects. Based on the HOH OHT’s shared vision, values, and guiding principles, the Working Groups function to help achieve the goals and vision of the HOH OHT.</p> <p>Working Group Members’ commitments include:</p> <ul style="list-style-type: none"> ● Attend and actively participate in all required meetings or send a designate if unable to do so. ● A commitment to the shared vision, values, priorities, and guiding principles. ● Work with each other to achieve the shared goals/priorities of the HOH OHT. ● Be ambassadors for the vision of the HOH OHT within the broader community. ● Members are expected to bring their knowledge and experience from their service, occupation or specialization. <p>The Working Groups’ responsibilities include:</p> <ul style="list-style-type: none"> ● Based on the priorities identified by the Anchor Council and supported by the Collaboration Council, define scope of work and identify actions. ● Create Terms of References, as necessary, for review at the Collaboration Council and approval at Anchor Council. ● Develop work plans and budgets for Anchor Council approval. ● Achieve the milestones outlined in the work plans and provide updates to the Collaboration Council and Anchor Council as necessary. ● Identify risks for consideration at the Collaboration Council for all Working Group activities. ● Create an annual budget based on anticipated expenses for review at the Collaboration Council and approval at the Anchor Council.

Date of Last Review:
 October 31, 2022

SCHEDULE 2 – Relationship Resolution Process and Dispute Resolution

Relationship Resolution Process

1. The Team Members agree that the Collaboration and Anchor Councils have authority to make decisions for the HOH-OHT on matters related to the work of the HOH-OHT. Decisions shall be made on a consensus basis wherever possible. The Collaboration Council shall work to resolve all matters in an amicable and constructive manner.
2. When it appears that consensus cannot be reached on a matter under consideration at the Collaboration Council, the Collaboration Council shall consider and use the following Relationship Resolution Process with the goal of moving a matter forward. The intention is that the matter may be pursued so that consensus may be possible at a later date or that the matter will be submitted to a decision-making process which involves other than consensus. The decision to use a decision-making process other than consensus shall be made by consensus of the Collaboration Council.
3. In order to be as transparent as possible, a relationship resolution process for the HOH-OHT has been created and endorsed. The relationship resolution process is designed to promote engagement and communication with the aim to resolve problems quickly and easily, i.e. problems that are a barrier for the HOH-OHT to address its priorities. If matters cannot be collectively resolved then elevation must occur. The intention of the Relationship Resolution Process is to achieve improved quality and client care through collaborative problem solving and ongoing process improvements. Also imperative to a healthy and successful relationship, is sharing good news stories and giving praise or compliments when appropriate.
4. The following principles will guide the Relationship Resolution Process:
 - ✓ **Inform** – we will keep each other informed in a timely manner about anything that may negatively impact our relationship and the day-to-day operations of our organizations
 - ✓ **Consult** – we will consult each other and will listen to and acknowledge the issue or concern being raised and the resolution being brought forward
 - ✓ **Involve** – we will involve the other partner(s) directly when input is required to ensure that an informed decision is made and both parties are part of the resolution to the concern or issue regarding the relationship
 - ✓ **Elevate** – we will involve and obtain input from senior leadership of relevant parties when resolution on something has not been formulated from the other principles
 - ✓ **Escalate** – we will escalate the matter to the senior staff of the relevant parties and the Collaboration Council when a final decision has to be made if prior satisfactory resolution has not been possible
 - ✓ **Understand** – we will try to understand and share feelings on an issue in order to find resolution as early as possible


- ✓ **Respect** – we will respect each other throughout the resolution process and work towards a common goal and mutual satisfaction in every respect

5. As it relates to Elevate and Escalate, the following outlines the parties involved in the standardized steps to resolution.

Elevate		Escalate	
Step 1	Step 2	Step 3	Step 4
Subcommittee or Work Group members and Co-Chairs of the Collaboration Council	Collaboration Council of the HOH-OHT for consensus resolution	Collaboration Council of the HOH-OHT for voting where 2/3 majority carries, or such other process as agreed by consensus of the Collaboration Council	Mediation process as set out below

6. The following matrix depicts the engagement, communication and resolution process in the context of increasing complexity of a problem. It is meant to act as a guideline only in terms of notification methods and timelines and at the process steps of inform, consult, and involve. The parties involved in the resolution process steps Elevate and Escalate are as prescribed above. At all steps, mutual understanding and respect are integral to successful resolution.

Increasing Complexity of Problem					
LOW		MEDIUM		HIGH	
<i>Levels of Complexity</i>	INFORM each other	CONSULT each other	INVOLVE each other	ELEVATE each other	ESCALATE for decision making
<i>Description</i>	<ul style="list-style-type: none"> Keep you informed Let you know about the solution 	<ul style="list-style-type: none"> Keep you informed Will listen to and acknowledge concerns Will provide feedback 	<ul style="list-style-type: none"> Will work directly with each other to ensure input from everyone is part of the resolution 	<ul style="list-style-type: none"> Need to obtain additional input from other levels within the Collaborative structure 	<ul style="list-style-type: none"> Need a higher authority to weigh in and/or make the final decision
<i>Methods of notification</i>	<ul style="list-style-type: none"> Phone Email 	<ul style="list-style-type: none"> Phone Face to face In writing 	<ul style="list-style-type: none"> Face to face meeting 	<ul style="list-style-type: none"> Face to face meeting 	<ul style="list-style-type: none"> Use Steps as set out above

Increasing Complexity of Problem					
LOW		MEDIUM		HIGH	
					
<i>Levels of Complexity</i>	INFORM each other	CONSULT each other	INVOLVE each other	ELEVATE each other	ESCALATE for decision making
<i>Timeline to resolution</i>	<ul style="list-style-type: none"> • Within 1 week 	<ul style="list-style-type: none"> • Within 2 weeks 	<ul style="list-style-type: none"> • Within 1 month 	<ul style="list-style-type: none"> • Escalation to this level immediately if no prior resolution 	<ul style="list-style-type: none"> • Immediate escalation and resolution
<i>Examples</i>	<ul style="list-style-type: none"> • Need more information regarding the situation 	<ul style="list-style-type: none"> • Misunderstanding re: expectations or scope of operations 	<ul style="list-style-type: none"> • Policy or procedure does not enable independent or collective action as required 	<ul style="list-style-type: none"> • Resolution requires broader input, affects precedence 	<ul style="list-style-type: none"> • Authority required for Team Member to adjust its obligations

Dispute Resolution by Mediation

7. The Team Members shall use the Relationship Resolution Process set out above to come to decisions and resolve issues which arise. The Team Members shall use their best efforts to resolve any matters which remain in dispute in a collaborative manner through informal discussion and resolution, in one of the formats set out above or another format agreed by the Collaboration Council by consensus. If the Collaboration Council members have made reasonable efforts, and a dispute between specific Team Members or the HOH-OHT as a whole remains unresolved, the Collaboration Council shall appoint a third party mediator, either by consensus or by two-thirds majority if consensus is not possible. Each specific party to the mediation shall pay its own costs of mediation. The costs of the mediator shall be split equally between the parties in dispute; that is, as an example, if one Team Member (“First Party”) is in dispute with all of the other Team Members (“Second Party”), then the costs of the mediator shall be split 50% to the First Party and 50% to the Second Party.

8. If a dispute cannot be resolved, as determined by any Team Member after following these procedures, a Team Member may withdraw from the applicable Project, Project Agreement, or the Framework in accordance with the relevant provisions of this Agreement.

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-08

A BY-LAW TO AUTHORIZE 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 ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING. (Municipal Modernization Funding Amending Transfer Payment Agreement)

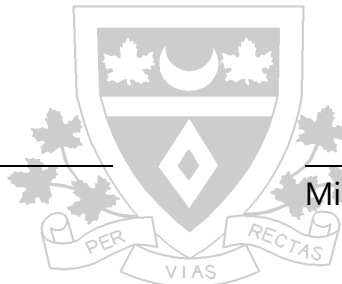
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the County of Dufferin and His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing, 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 9th day of February, 2023.

Wade Mills, Warden

Michelle Dunne, Clerk



ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

This Amending Agreement No.1 effective as of the day of , 2023.

BETWEEN :

**His Majesty the King in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the "Province")

- and -

Corporation of the County of Dufferin

(the "Recipient")

BACKGROUND

1. The Province and the Recipient entered into an agreement effective as of February 11, 2022 (the "Agreement") for the County of Dufferin Fleet Management Program Solution Project.
2. Pursuant to section 4.1 of Agreement, the Parties wish to amend the Agreement in the manner set out in this Amending Agreement No.1.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

3. All references to "Her Majesty the Queen in right of Ontario" are replaced with "His Majesty the King in the right of Ontario".
4. Capitalized terms used but not defined in this Amending Agreement No.1 (the "Amending Agreement No.1") have the meanings ascribed to them in the Agreement.
5. Section 1.2 of the Agreement is deleted in its entirety and replaced by the following:

"Entire Agreement. The Agreement and Amending Agreement No. 1 constitute the entire agreement between the Parties with respect to the subject contained in the Agreement and supersedes all prior oral or written representations and agreements."

6. Schedule "B" (Project Specific Information and Additional Provisions) of the Agreement is amended by deleting "March 31, 2024" in the 2nd row and 2nd column of the chart and replacing it with "March 31, 2025".
7. Schedule "D" (Budget) of the Agreement is amended by deleting the 2nd row and 1st column of the chart in its entirety and replacing it with:

"Reimbursement of up to 65% of Project costs incurred between August 16, 2021 to the earlier of December 1, 2023 or the submission of the Final Report Back".
8. Schedule "F" (Reports) of the Agreement is amended by:
 - (a) Deleting "February 28, 2023" in the 3rd row and 2nd column of the chart and replacing it with "December 1, 2023";
 - (b) Deleting "February 28, 2024" in the 4th row and 2nd column of the chart and replacing it with "December 2, 2024"; and
 - (c) Deleting "February 28, 2023" in the first paragraph under the subheading "2. Final Report Back" and replacing it with "December 1, 2023".
9. Amending Agreement No.1 shall be effective as of the date set out at the top of the Amending Agreement No.1.
10. Except for the amendments provided for in Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed this Amending Agreement No.1 on the dates set out below.


**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by Minister of Municipal Affairs
and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing


Corporation of the County of Dufferin

Feb 1/23
Date



Name: Wade Mills
Title: Warden
I have authority to bind the Recipient.

Feb 1/23
Date



Name: ~~Michelle Dunne~~ Rebecca Whelan
Title: ~~Clerk~~ Deputy Clerk
I have authority to bind the Recipient.

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-09

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND FAMILY TRANSITION PLACE. (Lease Agreement – Mel Lloyd Centre)

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 Services and Family Transition Place, 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 ratify such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 12th day of January, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk

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THIS LEASE made the 1st day of April 2023.

BETWEEN:

CORPORATION OF THE COUNTY OF DUFFERIN

(the "Landlord")

AND

Family Transition Place

(the "Tenant")

ARTICLE 1 - BASIC TERMS AND DEFINITIONS

1.1 Basic Terms

- (a) Landlord: Corporation of the County of Dufferin
Address: 30 Centre Street, Orangeville, ON
- (b) Tenant: Family Transition Place
Address: 20 Bredin Parkway,
Orangeville, ON
L9W 4Z9
- (c) Indemnifier: Not applicable
- (d) Building: Mel Lloyd Centre, 167 Centre Street,
Shelburne, ON L9V 3R8
- (e) Premises: Suite # as described in Section 1.2 (m)
- (f) Rentable Area of Premises: 864 square feet, subject to Section 2.2
- (g) Term: One year subject to Section 2.3

Commencement Date: April 1, 2023, subject to Section 2.4

End of Term: March 31, 2024, subject to Sections 2.3 and 2.4

(h) Basic Gross Rent (Section 3.2): \$18.27 (+ 3% yearly increase) + HST

Period	Per Sq. Ft/year	Per year	Per Month
April 1, 2023 to March 31, 2024	\$18.27	\$15,787.18 +HST	\$1,315.60 +HST

(i) Permitted Use: Administrative and business offices of the Tenant

(j) Deposit: Not applicable

(k) Rent Deposit: Not applicable

(l) Security Deposit: Not applicable

(m) Lease Year: Lease Year ends on March 31 of each year

Schedules forming part of this Lease:

i. Schedule "A" Legal Description

ii. Schedule "B" Floor Plan

iii. Schedule "C" Rules and Regulations

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) **"Additional Rent"** means all sums of money or charges to be paid by the Tenant in accordance with this Lease, other than Basic Gross Rent;
- (b) **"Basic Gross Rent"** means the rent payable by the Tenant pursuant to Section 3.2 and set out in Section 1.1(h);
- (c) **"Building"** means the building located at the address set out in Section 1.1(d);
- (d) **"Commencement Date"** means the date set out in Section 1.1(g), as such may be varied pursuant to the terms of this Lease;
- (e) **"Common Areas"** means those areas, facilities, utilities, improvements, equipment and installations in, adjacent to, or outside the Building which serve or are for the benefit of the Building, which do not comprise part of the Premises and which, from time to time, are not designated or intended by the Landlord to be for the Landlord's exclusive use, and are not designated or intended by the Landlord to be leased to the Tenant or any other tenants of the Building, and which include all corridors, hallways, lobbies, elevators and stairwells, all pedestrian walkways and sidewalks, all landscaped areas, the roof and exterior walls of the Building, exterior and interior structural elements and walls of the Building, common washrooms, all parking and loading areas (including entrances and exits), all access ways, truck courts, driveways, delivery passages, loading docks and related areas, all electrical, telephone, meter, valve, mechanical, mail, storage, service and janitorial rooms, all fire prevention, security and communication systems, and generally all areas forming part of the Lands and Building which do not constitute rented or rentable premises;
- (f) **"Event of Default"** has the meaning set out in Section 11.1;
- (g) **"Lands"** means the lands described in Schedule "A" and all rights and easements which are or may hereafter be appurtenant thereto;

- (h) **"Lease"** means this lease and all the terms, covenants and conditions set out herein (including all schedules), as amended from time to time in accordance with the terms hereof;
- (i) **"Lease Year"** means, initially, the period commencing on the Commencement Date and ending on the last day of the month set out in Section 1.1(k); thereafter, each Lease Year shall consist of a period of twelve (12) consecutive months, provided that the last Lease Year of the Term shall in any event end on the expiry date of the Term. The Landlord may change the Lease Year from time to time;
- (j) **"Mortgage"** means any mortgage or charge of any one or more of, or any part of, the Lands, the Building, and/or the Landlord's interest in this Lease, from time to time, whether made or assumed by the Landlord;
- (k) **"Mortgagee"** means the holder of any Mortgage from time to time;
- (l) **"Normal Business Hours"** has the meaning set out in Section 4.2;
- (m) **"Premises"** means that portion of the Building as illustrated in Schedule "B", as identified in Section 1.1(e) and having the Rentable Area as set out in Section 1.1(f), and all rights and easements appurtenant thereto;
- (n) **"Prime Rate"** means the rate of interest, per annum, established from time to time by the bank (being one of the five (5) largest Canadian Class A chartered banks) designated by the Landlord, as the reference rate of interest to determine interest rates it will charge on Canadian dollar loans to its Canadian customers and which it refers to as its "prime rate".
- (o) **"Proportionate Share"** means the fraction which has as its numerator the Rentable Area of the Premises and as its denominator the total Rentable Area of the Building, whether rented or not;
- (p) **"Realty Taxes"** means all property taxes, rates, duties and assessments (including local improvement rates), import charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the

- commencement of the Term, and any such property taxes levied or assessed against the Landlord on account of its ownership of the Building or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;
- (q) **"Rent"** means all Basic Gross Rent and Additional Rent;
 - (r) **"Rentable Area"** means the rentable area determined in accordance with the standards of the Building Owners and Managers Association ("**BOMA**");
 - (s) **"Rentable Area of the Building"** means the aggregate of the Rentable Area of all premises in the Building that are rented, or designated or intended by the Landlord to be rented, for offices or business purposes from time to time (whether actually rented or not) and, for greater certainty, excludes storage areas;
 - (t) **"Rental Taxes"** means any and all taxes or duties imposed on the Landlord or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including, without limitation, goods and services tax, harmonized sales tax, value added tax, business transfer tax, retail sales tax, harmonized sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;
 - (u) **"Rules and Regulations"** means the rules and regulations as described in Section 4.6;
 - (v) **"Term"** means the period specified in Section 1.1(g);
 - (w) **"Transfer"** means an assignment of this Lease in whole or in part, a lease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises;
 - (x) **"Transferee"** means any person or entity to whom a Transfer is or is to be made.

ARTICLE 2 - DEMISE AND TERM

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and Leases to the Tenant, and the Tenant rents from the Landlord, the Premises. The Tenant acknowledges having inspected the Premises and accepts the same on an "as is" basis.

2.2 Measurement

The Landlord may arrange for the Rentable Area of the Premises to be measured by its architect, surveyor or space planner and, if the Landlord does not arrange for such measurement, the Rentable Area of the Premises shall be deemed to be the area set out in Section 1.1(f). The Landlord shall recalculate the area of the Premises whenever required as a result of a rearrangement of partitions or other changed conditions. The Landlord will advise the Tenant in writing of the revised certified area measurement, and the parties agree to be bound thereby.

2.3 Term

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(g), and end on the date set out in Section 1.1(g), unless terminated earlier pursuant to this Lease.

A one (1) year extension option until March 31, 2023 is available upon mutual agreement by both parties at least ninety days prior to the end of the Term, governed by the original terms and conditions of this lease with a 3% year over year rent increase for the extension year.

2.4 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises on the Commencement Date, then and only then shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. Such postponement shall be full settlement of any claims the Tenant might have against the Landlord for such delay.

2.5 Overholding

If, at the expiration of the initial Term or any subsequent renewal or extension, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) months' notice. Rent shall be payable in advance on the first day of each month in an amount equal to the sum of one hundred and fifty percent (150%) of the monthly instalment of Basic Gross Rent payable during the last year of the Term. All terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

ARTICLE 3 - RENT

3.1 Covenant to Pay

The Tenant covenants to pay Rent as provided in this Lease.

3.2 Basic Gross Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord (or to such other person or at such other location as the Landlord shall direct), in lawful money of Canada, without any prior demand, as annual Basic Gross Rent, the annual sum(s) set out in Section 1.1(h) in equal monthly instalments in advance in the amounts set out in Section 1.1(h), on the first day of each and every month during the Term. If the Term commences on any day other than the first day of the month, or ends on any day other than the last day of the month, rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and payable on the first day of the partial month.

3.3 Additional Rent

- (1) In addition to the Basic Gross Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord, in lawful money of Canada, all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.
- (2) All of the payments set out in this Lease shall constitute Basic Gross Rent

or Additional Rent and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise and whether or not payable as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that is has against the Tenant for default in payment of Basic Gross Rent.

3.4 Gross Lease

Except as may be specifically provided for under this Lease, there shall be no Additional Rent payments to the Landlord by the Tenant and this shall be a gross lease to the Landlord. For certainty, the Tenant shall not be required to make any additional payments to the Landlord or otherwise for real property taxes or for costs incurred by the Landlord in respect of insurance pursuant to Section 7.4(1) or for costs incurred by the Landlord in respect of the operation of the Building (including the Common Areas and Facilities), as the Basic Gross Rent is intended to include all such amounts, except to the extent that such costs and amounts are specifically provided for in this Lease as payments to be made by the Tenant.

3.5 Business and Other Taxes

In each and every year during the Term, the Tenant shall pay and discharge within fifteen (15) days after they become due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of, every tax, license fee, rate, duty, and assessment of every kind arising from any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else, or in respect of the Tenant's fixtures, leasehold improvements, equipment or facilities on or about the Premises.

3.6 Payment Method

The Landlord may, at any time and from time to time, require the Tenant to provide to the Landlord either: (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Basic Gross Rent; or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.7 Deposit - Not applicable

3.8 Rental Taxes

The Tenant shall pay to the Landlord the Rental Taxes assessed on: (a) the Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such Rental Taxes may be amended from time to time during the Term. The Rental Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as if they were Additional Rent.

3.9 Rent Past Due

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)) from the time such Rent becomes due until paid by the Tenant.

ARTICLE 4 - CONTROL AND OPERATION OF BUILDING BY LANDLORD

4.1 Building Operation and Repair

The Landlord shall operate, maintain and repair the Building, its heating equipment, and other service facilities to the extent required to keep the Building, equipment and facilities in a state of good repair and maintenance in accordance with normal property management standards for a similar building in the vicinity. For greater certainty:

- (a) the Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) the Landlord shall, at its own expense, promptly make all repairs to the Building necessitated by structural defect or weakness in the design or construction thereof, including, without limitation, the roof, interior concrete slab floors and exterior walls, provided that any such repairs necessitated as a result of any willful or negligent act or omission of the Tenant, its agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible shall be at the cost of the Tenant, which amounts shall be payable to the Landlord on demand as Additional Rent.

4.2 HVAC Systems

The Landlord shall, subject to the provisions of this Lease, provide sufficient heating and air- conditioning to maintain a reasonable temperature in the Premises at all times during the normal business hours (the "Normal Business Hours") established by the Landlord (which, until amended by the Landlord, shall be from 8:00 a.m. until 6:00 p.m., Monday to Friday, excluding holidays), except during the failure of supply of any utility or other similar facility required to operate the heating and air- conditioning systems, and except during the making of repairs, which repairs the Landlord covenants to make with reasonable diligence. The Landlord shall not be responsible for a lack of cooling in areas where the Tenant has placed computers, lighting or equipment which may produce an excessive heat gain. If the Tenant requests the provision of processed air outside the Normal Business Hours, the Landlord shall, if it is reasonably able to do so, provide such processed air at the Tenant's cost (payable as Additional Rent) determined in accordance with the Landlord's standard rate schedule in effect from time to time.

4.3 Tenant Requirements

If the use by the Tenant or the installation of partitions, equipment or fixtures by the Tenant necessitates the rebalancing of the climate control equipment in the Premises, such rebalancing will be performed by the Landlord at the Tenant's expense, which costs shall be payable to the Landlord as Additional Rent, upon demand. The Tenant acknowledges that the climate control may need to be adjusted and balanced, at the Tenant's expense, after the Tenant has fully occupied the Premises.

4.4 Use of Common Areas

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes, of those portions of the Common Areas intended for common use by tenants of the Building, provided that such use by the Tenant shall be subject to any applicable Rules and Regulations. At times other than during Normal Business Hours, the Tenant, the employees of the Tenant, and persons lawfully requiring communication with the Tenant, shall have access to the Building and the Premises and use of the elevators only in accordance with the security requirements of the Landlord. The Common Areas shall at all times be subject to the exclusive management and control of the Landlord. The Landlord reserves the right to lease parts of the Common Areas from time to time, and to alter the layout or configuration of, and/or reduce or

enlarge the size of, the Common Areas and/or the Building, and to make other changes to the Building as the Landlord shall from time to time determine. Without limitation, the Landlord may assume operation and control of any or all cables and telecommunications equipment in the ducts and conduits of the Building and designate such as part of the Common Areas.

4.5 Janitorial Services

The Landlord shall provide such janitorial service to the Premises at such intervals as the Landlord determines are reasonable and appropriate for the Building. Such service shall be performed at the Landlord's sole direction without interference by the Tenant, and the Landlord shall be excused from performance of such service whenever access to any part of the Premises is denied. The Landlord shall not be responsible for any act or omission on the part of the person or persons employed to perform such work.

4.6 Rules and Regulations

The Tenant and its employees and all persons visiting or doing business with it on the Premises shall be bound by and shall observe the Rules and Regulations attached to this Lease as Schedule "B" and any further and other reasonable Rules and Regulations made hereafter by the Landlord of which notice shall be given to the Tenant. All Rules and Regulations shall be deemed incorporated into and form part of this Lease.

4.7 Lands and Building

The Lands and Building are at all times subject to the control and management of the Landlord. Without limiting the generality of the foregoing, the Landlord has authority for the management and operation of the Lands and Building, and for the establishment and enforcement of Rules and Regulations and general policies with respect to the operation of the Lands and Building. Without limiting the generality of the foregoing, the Landlord may:

- a) construct, maintain and operate lighting facilities and heating;
- b) provide supervision, traffic controls and policing services for the Lands, Building and Common Areas;
- c) close all or any portion of the Lands, Building or Common Areas to such extent as may, in the opinion of the Landlord, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public;
- d) grant, modify and terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Lands, Building or Common Areas;
- e) obstruct or close off all or any part of the Lands, Building or Common Areas for maintenance, repair or construction, and for such reasonable periods of time as may be required;
- f) employ all personnel including supervisory personnel and managers necessary for the operation, maintenance and control of the Lands, Building and Common Areas;
- g) use any part of the Common Areas, from time to time, for merchandising, display, decorations, entertainment and structures designed for retail selling or special features or promotional activities;
- h) designate the areas and entrances and the times in, through and at which loading and unloading of goods shall be carried out;
- i) designate and specify the kind of container to be used for garbage and refuse and the manner and the times and places at which the same is to be placed for collection;
- j) from time to time change the area, level, location, arrangement or use of the Lands, Building or Common Areas or any part thereof;
- k) construct other buildings on the Lands, or undertake other changes to the Lands,
- l) Building or Common Areas; and
- m) do and perform such other acts in and to the Lands, Building and Common Areas as the Landlord determines to be advisable or necessary.

In the exercise of its rights under this Section 4.7 and elsewhere in this Lease, the Landlord agrees to use its reasonable commercial efforts not to interfere with access to and from, and the use and enjoyment of, the Premises, except as may be required temporarily for the purposes of necessary maintenance, repair and/or replacements, or in the case of real or apprehended emergency, provided that the Landlord shall use reasonable diligence in effecting such maintenance, repairs and/or replacements as soon as is reasonably possible under the circumstances. The Landlord agrees that all such work performed by it pursuant to this Section 4.7 and elsewhere in this Lease affecting the Premises or access to and from, and the use and enjoyment of, the

Premises, shall be done as expeditiously as is reasonably possible so as to minimize as much interference as is reasonably possible with the Tenant's operations at the Premises.

4.8 No Abatement

Notwithstanding anything contained in this Lease, it is understood and agreed that if as a result of the exercise by the Landlord of its rights set out in this Article 4, the Common Areas are diminished or altered in any manner whatsoever, the Landlord is not subject to any liability to the Tenant, nor is the Tenant entitled to any compensation or diminution or abatement of Rent, nor is any alteration or diminution of the Common Areas deemed constructive or actual eviction, or a breach of any covenant for quiet enjoyment contained in this Lease.

4.9 Fire Alarm System

So long as the Tenant in occupation of the Premises is Family Transition Place, the Landlord shall, at the request of the Tenant, provide the Tenant with written evidence in the form of either a fire clearance certificate or satisfactory inspection report stating that the Building is in compliance with the provincial fire code. If the Building is not equipped with a fire alarm system, upon the Tenant's request, the Landlord shall provide written confirmation to the Tenant stating that there is no legal requirement for the Building to have a fire alarm system.

ARTICLE 5 - USE OF PREMISES

5.1 Use of Premises

The Tenant acknowledges that the Premises will be used solely for the purpose set out in Section 1.1(i) and for no other purpose. During the entire Term, the Tenant shall continuously, actively and diligently carry on such permitted use in the whole of the Premises.

5.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of any public authority having jurisdiction affecting the Premises or the use or occupation thereof, including, without limitation, police, fire and health regulations and any requirements of the fire insurance underwriters.

5.3 Waste and Nuisance

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

5.4 Utilities

In no event shall the Landlord be liable for, nor have any obligation with respect to, an interruption, cessation, or other failure in the supply of any such utilities, services or systems, including without limitation the water and sewage systems, to the Lands, Building or the Leased Premises whether or not supplied by the Landlord.

ARTICLE 6 - MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES

6.1 Inspection Maintenance and Repair of Premises

The Tenant shall, at its own expense and cost, operate, maintain and keep in good condition and substantial repair, order and condition the Premises and all parts thereof, save and except for repairs required to be made by the Landlord pursuant to Section 4.1. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises, and shall meet the requirements of all authorities having jurisdiction, as well as the insurance underwriters.

The Landlord may, at all reasonable times during the Term and upon twenty-four hours' (24) telephonic notice to the Tenant, enter the Leased Premises to inspect their condition. Where an inspection discloses that maintenance or repair action is necessary, the Landlord shall so advise the Tenant in writing, who shall, if directed by the Landlord, forthwith undertake the same in a timely and good and workmanlike manner using new materials.

6.2 Entry

The Landlord, its servants and agents shall be entitled to enter on the Premises at any time without notice for the purpose of making emergency repairs and during Normal Business Hours on reasonable prior notice for the purpose of inspecting and making repairs, alterations or improvements to the Premises or to the Building, or for the purpose of having access to the underfloor ducts or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct), and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants or agents may at any time and from time to time on reasonable prior notice (and without notice in the event of an emergency) enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would be likely to lead to the cancellation of any policy of insurance. The Landlord, its servants and agents shall take reasonable precautions and attempt to schedule the work so as not to unreasonably interfere with the operation of the Tenant's business and so as to minimize interference with the Tenant's use and enjoyment of the Premises.

6.3 Repair where Tenant at Fault

If the Building, including the Premises, the elevators, boilers, engines, controls, pipes and other apparatus (or any of them) used for the purpose of heating, ventilation or air-conditioning or operating the elevators, or if the pipes, electric lighting or other equipment of the Building are put in a state of disrepair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, or anyone permitted by it to be in the Building, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant, who shall pay the same to the Landlord forthwith on demand, as Additional Rent.

6.4 Permitted Alterations

The Tenant shall not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent in each instance, which the Landlord shall not unreasonably withhold. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant shall pay to the Landlord, as Additional Rent, the cost of having the Landlord's architects approve of such drawings and specifications and any changes. Such work shall be performed by

qualified contractors engaged by the Tenant (and approved by the Landlord) and shall be subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be retained for any structural, mechanical or electrical work. Without limiting the generality of the foregoing, any work performed by or for the Tenant shall be performed by competent workers whose labour union affiliations are not incompatible with those of any workers who may be employed in the Building by the Landlord, its contractors or subcontractors. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work, materials, labour and services involved therein, and of all changes in the Building, its equipment or services necessitated thereby.

6.5 Signs

The Tenant shall not paint, display or install any sign, picture, advertisement or other notice on any part of the outside of the Building or any other location which is visible from the outside of the Building. The Landlord will prescribe a uniform pattern of identification signs for tenants to be placed on the outside of the doors leading into each Leased premises of tenants of part floors, and other than such identification sign, the Tenant shall not paint, display or install any sign, picture, advertisement, notice, lettering or direction on the outside of the Premises without the written consent of the Landlord.

6.6 Construction Liens

The Tenant shall indemnify and save the Landlord harmless from any liability, claim, damages or expenses due to or arising from any claim for a construction, builders or other lien made against the Premises or the Building in relation to any work done by, for, or on behalf of the Tenant. The Tenant shall cause all registrations of any such claims or Certificates of Action related thereto to be discharged or vacated within ten (10) days following receipt of notice from the Landlord, failing which the Landlord, in addition to any other rights or remedies it may have hereunder, may, but shall not be obligated to, cause such claims or Certificates to be discharged or vacated by payment into court or otherwise, and the Tenant shall pay to the Landlord, as Additional Rent, the Landlord's costs and expenses thereof.

6.7 Removal of Improvements and Fixtures

(1) All leasehold improvements shall immediately, on their placement, become the Landlord's property without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no leasehold improvements or trade fixtures shall be removed from the Premises by the Tenant either during or at the expiry or earlier termination of the Term except that:

- (a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (b) the Tenant shall, at its sole cost, remove such leasehold improvements as the Landlord shall require it to remove, such removal to be completed on or before the end of the Term.

(2) The Tenant shall, at its own expense, repair any damage caused to the Building by the leasehold improvements or trade fixtures or their removal. If the Tenant does not remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any of the following: (a) heating, ventilating or air-conditioning systems, facilities and equipment serving the Premises; (b) floor coverings; (c) light fixtures; (d) suspended ceiling and ceiling tiles; (v) wall and window coverings; and (e) partitions within the Premises. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

6.8 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 6.7, subject only to reasonable wear and tear.

ARTICLE 7 - INSURANCE AND INDEMNITY

7.1 Indemnity by Tenant

Except to the extent such loss or claim is directly attributable to the gross negligence of the Landlord, the Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, on or at the Premises, or in any way arising from or out of the occupancy or use by the Tenant of the Premises or any part thereof, or due to or arising out of any breach by the Tenant of this Lease.

7.2 Release of Landlord

Except to the extent such injury, damage or death is directly attributable to the gross negligence of the Landlord, the Landlord shall not be liable for:

- (a) any injury or damage to any persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the building or from the pipes, appliances, plumbing works, roof, street or subsurface, or from any other place or by dampness, or caused by or arising from any interruption or failure in the supply of any utility or service to the Premises;
- (b) any death, injury or damage to or loss of property occurring in or about the Premises and Tenant acknowledges that any property is stored solely at the risk of the Tenant;
- (c) any death, injury or damage with respect to occurrences insured against or required to be insured against by the Tenant and the Tenant shall indemnify and save harmless the Landlord from any claims arising out of any damage to the same including without limitation any subrogation claim by the Tenant's insurers.

Further, the Landlord shall not be liable for any interruption of or non-supply of heating, ventilation, air-conditioning or other utilities and services, or any indirect or consequential damages that may be suffered by the Tenant, even if caused by the negligence of the Landlord or its agents or others for whom it is at law responsible.

The contents of this section shall survive the termination or surrender of this Lease.

7.3 Tenant's Insurance

- (1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:
 - (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant within the Premises or on the Lands or Building, including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and leasehold improvements, in an amount not less than the full replacement cost thereof from time to time;
 - (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability and owners' and contractors' protective insurance coverage, with respect to the Premises and the Common Areas, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000) or such higher limits as the Landlord may reasonably require from time to time;
 - (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;
 - (d) business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months, provided that so long as the Tenant in occupation of the Premises is Family Transition Place business interruption insurance will not be required; and

- (e) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time.

(2) All such insurance shall be with insurers and on such terms and conditions as the Landlord reasonably approves, and each such policy shall name the Landlord as an additional insured as its interest may appear, and, in the case of public liability insurance, shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord, on written request, certificate of insurance evidencing the above coverages. If the Tenant fails to take out or to keep in force such insurance or to provide a certificate evidencing continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and to pay the premium therefor, and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be payable on demand.

7.4 Landlord's Insurance

- (1) The Landlord shall provide and maintain insurance in respect of the Building against loss, damage or destruction caused by fire and extended perils, and such liability insurance, and rental insurance as the Landlord determines to maintain. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Tenant shall not do, omit or permit anything that may contravene or be prohibited by any of the Landlord's insurance policies in force from time to time or which would prevent the Landlord from procuring such policies with companies acceptable to the Landlord.
- (2) If the Tenant's occupancy or use of the Premises or any acts or omissions of the Tenant in the Premises or any other portion of the Building causes or results in any increase in premiums for any of the Landlord's insurance policies, then, without limiting any other rights or remedies of the Landlord, the Tenant shall pay any such increase to the Landlord as Additional Rent.

ARTICLE 8 - ASSIGNMENT AND SUBLETTING

8.1 Assignment, Subletting

The Tenant shall not effect any Transfer without the prior written consent of the

Landlord, which consent shall not be unreasonably withheld. Any Transferee may only use the Premises for the use permitted herein and, notwithstanding anything else herein contained, the Landlord may unreasonably withhold its consent if the proposed Transferee contemplates a change in the use of the Premises. No consent or other dealing shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent or sums on account of Rent from the Transferee and apply the net amount collected to the Rent payable hereunder. However, no such Transfer or collection from or acceptance of the Transferee as tenant shall be deemed a waiver of this covenant.

8.2 Landlord's Consent

If the Tenant desires to assign this Lease, sublet the Premises, or otherwise deal with this Lease or its interest in the Premises, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing, and the Landlord shall, within fifteen (15) days after receipt of all information requested by the Landlord, notify the Tenant in writing either that: (a) the Landlord consents or does not consent, as the case may be; or (b) the Landlord elects to cancel and terminate this Lease if the request is to assign the Lease or to sublet all of the Premises or, if the request is to sublet or otherwise deal with a portion of the Premises only, to cancel and terminate this Lease with respect to such portion. If the Landlord elects to cancel this Lease in whole or in part, the Tenant may notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's intention to refrain from such assigning, subletting or otherwise dealing with the Premises and, in such event, the Landlord's cancellation notice shall be null and void. Any cancellation of this Lease pursuant to this Section shall be effective on the later of the date originally proposed by the Tenant as being the effective date of transfer or the last day of the month sixty (60) days following the date of the Landlord's notice to cancel this Lease.

8.3 Requests for Consent

Requests by the Tenant for the Landlord's consent to a Transfer shall be in writing to the Landlord, accompanied by such information as the Landlord may reasonably require, and shall include an original copy of the document evidencing the proposed Transfer. The Landlord's consent shall be conditional on the following:

- (a) the Landlord shall be satisfied, acting reasonably, with the financial ability and good credit rating and standing of the proposed

Transferee and with its ability to carry on the permitted use;

- (b) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (c) the proposed Transferee having entered into an agreement with the Landlord agreeing to be bound by or subordinate to (as applicable) all of the terms, covenants and conditions of this Lease;
- (d) the Tenant reimbursing the Landlord for the preparation and review of any documentation in connection therewith; and
- (e) the Tenant agreeing to pay to the Landlord, as Additional Rent, any excess rent and other profit (net of all reasonable costs incurred by the Tenant in connection therewith) earned by the Tenant in respect of the Transfer.

8.4 Change of Control

In the event that the Tenant proposes to transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, any part or all of the corporate shares of the Tenant so as to result in any change in the present effective voting control of the Tenant by the party or parties holding such voting control at the Commencement Date, such transaction shall be deemed to be an assignment of this Lease, and the provisions of this Article 8 shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or to its lawful representatives such books and records of the Tenant for inspection at all reasonable times, in order to ascertain whether there has, in effect, been a change of control. This provision shall not apply if the Tenant is a public company listed on a recognized stock exchange or a subsidiary of such a public company.

8.5 No Advertising

The Tenant shall not advertise that the Premises or any part thereof is available for assignment or lease or occupancy, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

8.6 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Lands or Building or any part or parts thereof and, in conjunction therewith, the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease.

8.7 Status Certificate

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord and/or as the Landlord may direct a statement as prepared by the Landlord in writing certifying the following:

- a) that this Lease is unmodified and in full force and effect or, if modified, stating the modifications and that the same is in full force and effect as modified;
- b) the amount of Basic Gross Rent then being paid hereunder;
- c) the dates to which the Basic Gross Rent has been paid; and
- d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

8.8 Subordination

This Lease and all of the rights of the Tenant hereunder are, and shall at all times be, subject and subordinate to any and all Mortgages, and any renewals or extensions thereof, now or hereinafter in force against the Premises, and, on the request of the Landlord, the Tenant will promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be made on the security thereof, and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting the holder of the mortgage to disturb the occupation and possession by the Tenant of the Premises so long as the Tenant shall perform all of its covenants, agreements and conditions contained in this Lease, and so long as the Tenant contemporaneously executes a document of attornment as required by the Mortgagee.

ARTICLE 9 - QUIET ENJOYMENT

9.1 Quiet Enjoyment

The Tenant, on paying the Rent hereby reserved, and performing and observing the covenants and provisos herein contained on its part to be performed and observed, shall peaceably enjoy the Premises for the Term.

ARTICLE 10 -DAMAGE AND DESTRUCTION

10.1 Destruction of or Damage to Building

During the Term, if and when the Building is destroyed or damaged by fire, lightning, or other perils, including malicious damage, or by a natural catastrophe or by any other casualty, the following provisions shall apply:

- (a) if the damage or destruction is such that the Building is rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the damage, in the sole opinion of the Landlord, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, or if thirty percent (30%) or more of the Rentable Area of the Building is damaged or destroyed, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used as a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date;
- (b) in the event that the Landlord does not so terminate this Lease under Section 10.1(a), or in the event of lesser damage, the Landlord shall, at its expense, repair the Building to base building standards, and the Rent shall abate from the date of the happening of such damage or destruction until the date which is the earlier of:
 - (i) thirty (30) days after the Landlord has completed such repairs;
 - and (ii) the date on which the Tenant reopens the Premises or any part

thereof to conduct business. The Tenant covenants to make any repairs required to the leasehold improvements and its fixtures with all reasonable speed and to reopen the Premises for business forthwith on completion thereof. If the damage is such that the Premises is capable of being partially used for the purposes for which it is demised, then Rent (other than any items measured by consumption or separate assessment) shall abate in the proportion that the Rentable Area of the part of the Premises which is rendered unfit for occupancy bears to the Rentable Area of the Premises;

- (c) in performing any reconstruction or repair, the Landlord may effect changes in the Building and its equipment and systems and minor changes in the location or area of the Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to leasehold improvements or the Tenant's fixtures; and
- (d) notwithstanding anything else herein contained, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or the Premises or are not payable to or received by the Landlord, or in the event that any mortgagee or other party entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose, or in the event the Landlord is unable to obtain all governmental approvals required to so rebuild, the Landlord may terminate this Lease on notice to the Tenant.

10.2 Certificate Conclusive

In the event of a dispute as to the fitness for occupancy or as to the suitability of the Building and the Premises for the Tenant's business, the decision of an independent qualified professional engineer or architect retained by the Landlord shall be final and binding on both parties.

ARTICLE 11 – DEFAULT AND DISPUTE RESOLUTION**11.1 Default and Right to Re-enter**

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent is not paid within five (5) days after payment is due hereunder;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 11.1, on receipt of notice in writing from the Landlord:
 - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within such ten (10) day (or such shorter) period or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant or any Indemnifier becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager, or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant or any Indemnifier;
- (e) the Tenant or any Indemnifier makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or lease approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution, and such writ is not stayed or vacated within fifteen (15) days after such taking;

- (g) the Tenant makes an assignment or lease, other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (j) any insurance policy covering any part of the Building is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any party for whom it is legally responsible.

11.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, the Landlord may remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
- b) to enter the Premises as agent of the Tenant and to relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefor and, as agent of the Tenant, to take possession of any property of the Tenant on the Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant, and to make alterations to the Premises to facilitate their reletting. The Landlord shall apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to

any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable; provided that the Tenant shall remain liable to the Landlord for any deficiency;

- c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default, and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent.

11.3 Distress

Notwithstanding any provision of this Lease or any provision of applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption.

11.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or

thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

11.5 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

11.6 Dispute Resolution

The Parties shall utilize all reasonable efforts to resolve any dispute in regard to the respective rights, obligations and duties of the Parties, or any other matter arising out of or connected with this Lease (hereinafter "Dispute"), promptly and in a good faith manner by negotiation. If they are unable to resolve the Dispute within sixty (60) Business Days from when the Dispute first arose either Party may, by notice in writing to the other Party, submit the matter to mediation. Immediately upon delivery of such notice, the Parties will make a reasonable, good faith effort to identify a mutually acceptable mediator. If the Parties cannot agree upon a mediator within a period of thirty (30) Business Days or, having selected and met with the mediator cannot resolve the Dispute within thirty (30) Business Days thereafter, either Party may by notice in writing to the other Party direct the matter to arbitration pursuant to subsection 11.7.

11.7 Arbitration Procedure

The arbitration shall be undertaken before a panel of three (3) arbitrators. Each Party shall select one (1) arbitrator within thirty (30) Business Days and the arbitrators so chosen will select the third arbitrator within a further period of thirty (30) Business Days. The third arbitrator will chair the panel. Upon the appointment of the third arbitrator, each Party shall, forthwith, submit its argument in writing, and make oral argument should the arbitration panel so require. The arbitration panel shall make its decision and so advise the Parties in writing within thirty (30) Business Days from the completion of argument. In so doing, the arbitration panel shall be restricted to construing the terms of this Lease. The arbitration award cannot under any circumstances exceed the remedies available under this Lease. Each

Party will bear its own costs of the arbitration and share equally the costs of the arbitration panel, unless the arbitration panel in its discretion, and pursuant to representations by the Parties, awards some or all of the costs of the arbitration to one of the Parties. The decision of the arbitration panel shall be by majority vote and final and binding on both Parties. Any award by the arbitration panel may be filed in court and enforced as a judgment of the court. All documents created in the course of or for the purposes of the mediation and arbitration, including the arbitration award, shall be kept completely confidential and shall not be disclosed by the Parties to any other party (excluding their respective counsel and advisors) without the prior written consent of the other Party. The mediation and arbitration proceedings shall be undertaken in a location determined by the mediator or the arbitration panel, as applicable. The arbitration shall be governed by the arbitration rules and procedures of the then current *Arbitration Act* of the province of Ontario.

11.8 Injunctive Relief

Notwithstanding subsections 11.6 and 11.7, neither Party is precluded from seeking from a court of competent jurisdiction interim relief, including injunctive relief, when the subject matter of the Dispute may require.

ARTICLE 12 - GENERAL

12.1 Entry

- (1) The Landlord shall be entitled at any time during the last nine (9) months of the Term:
 - (a) to place on the exterior walls of the Premises, at a height not lower than the upper limit of the windows of the Premises, the Landlord's usual notice(s) that the Premises are "For Rent"; and
 - (b) on reasonable prior notice, to enter on the Premises during Normal Business Hours for the purpose of exhibiting same to prospective tenants.

- (2) The Landlord may enter at any time during the Term on reasonable notice for the purpose of exhibiting the Premises to prospective Mortgagees and/or purchasers, or for the purpose of inspecting the Premises.

12.2 Force Majeure

Notwithstanding any other provision contained in this Lease, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 12.2 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

12.3 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations in this Lease shall be or be deemed to be waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

12.4 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing and addressed, in the case of the Landlord, to it at the address noted in Section 1.1(a), in the case of the Tenant, to it at the address noted in Section 1.1(b) and in the case of the Indemnifier, to it at the address noted in Section 1.1(c), and delivered or sent by facsimile or by prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of receipt of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been received at the time of such delivery or the time of sending by facsimile. If, in this Lease, two (2) or more persons are named as Tenant, such notice shall be delivered personally to any one (1) of such persons. Either party may, by notice to the other from time to time, designate another address

in Canada to which notices mailed more than ten (10) days thereafter shall be addressed.

12.5 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease in whole. The Tenant may register a notice or caveat in respect of this Lease with the consent of the Landlord, not to be unreasonably withheld. Any such notice or caveat shall contain the minimum requirements for registration. The Tenant shall pay the Landlord's reasonable legal costs of reviewing the documentation presented by the Tenant.

12.6 Relocation

The Landlord may, at any time and from time to time, on not less than sixty (60) days' notice to the Tenant, relocate the Premises during the Term, provided that the new premises (the "New Premises"), as relocated, shall be in all material respects reasonably comparable to the existing Premises. In the event the Landlord exercises its rights to relocate, the Landlord shall pay, without duplication, and on being furnished with invoices or proof of payment reasonably satisfactory to the Landlord, the out-of-pocket costs incurred by the Tenant as the direct result of moving, in addition to the reasonable moving expenses of the Tenant and its property and equipment to the New Premises. The Landlord shall, at its sole cost, and prior to the date the Tenant is to occupy the New Premises for the purpose of carrying on its business, improve the New Premises with improvements substantially similar to those located in the existing Premises. The terms and conditions of this Lease shall be deemed to be amended as of the date when the Landlord verifies that the New Premises are ready for the Tenant's use and occupancy, and the New Premises shall thereafter be the Premises hereunder.

12.7 Interpretation

(1) Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*.

(2) The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the

construction or interpretation of this Lease.

(3) If any Article or Section or part or parts of an Article or Section in this Lease is illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though such Article or Section had never been included in this Lease.

12.8 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein. This Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

12.9 Time of the Essence

Time shall be of the essence of this Lease and every part thereof.

12.10 Successors and Assigns

All rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant shall be secured to and exercisable by their successors and permitted assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Landlord and the Tenant shall be equally binding upon their successors and permitted assigns, as the case may be.

12.11 Indemnifier - Not applicable.

12.12 Confidentiality

The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any prospective tenants, real estate agents or others, except the Tenant's legal and financial advisors, any bona fide Transferee, and except as may be required by law.

12.13 Early Termination

The Landlord and Tenant shall have the option to terminate this Lease effective on the date specified in the notice to the Landlord or Tenant as described below (the "**Termination Date**"), provided it complies with the following:

- (a) the Landlord or Tenant shall deliver to the terminating party a written notice of the exercise of this right at least six months prior to the Termination Date; and
- (b) the Termination Date shall be not earlier than the six months' notice; and

If the Landlord or Tenant exercises this termination right, the Tenant shall deliver up vacant possession of the Premises on the Termination Date, all Rent shall be apportioned and paid to the Termination Date, and this Lease will be fully and completely ended as of the Termination Date.

12.14 Execution and Counterparts

This Lease may be executed and delivered by counterparts and by electronic (pdf or tiff) transmission, and if so executed and delivered, each document shall be deemed to be an original, shall have the same effect as if each party so executing and delivering this Lease had executed the same copy of this Lease and had delivered and executed the original agreement, and all of such copies when taken together shall constitute one and the same document.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first written above.

LANDLORD

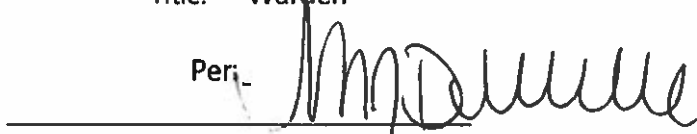
CORPORATION OF THE COUNTY OF DUFFERIN

Per: _____



Name: Wade Mills,
Title: Warden

Per: _____

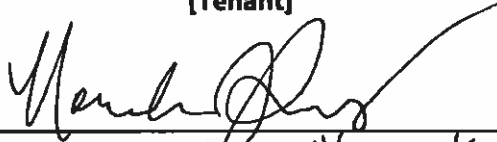



Name: Michelle Dunne
Title: Clerk

We have authority to bind the Corporation.

TENANT

[Tenant]

Per: 
Name: NORAH KENNEDY
Title: EXEC. DIRECTOR

Per: 
Name: Carissa Burton
Title: Board President

We have authority to bind the Corporation.

33' 31

SCHEDULE "A"
LEGAL DESCRIPTION

PIN: 341300033

ROLL NUMBER: 222100000101500

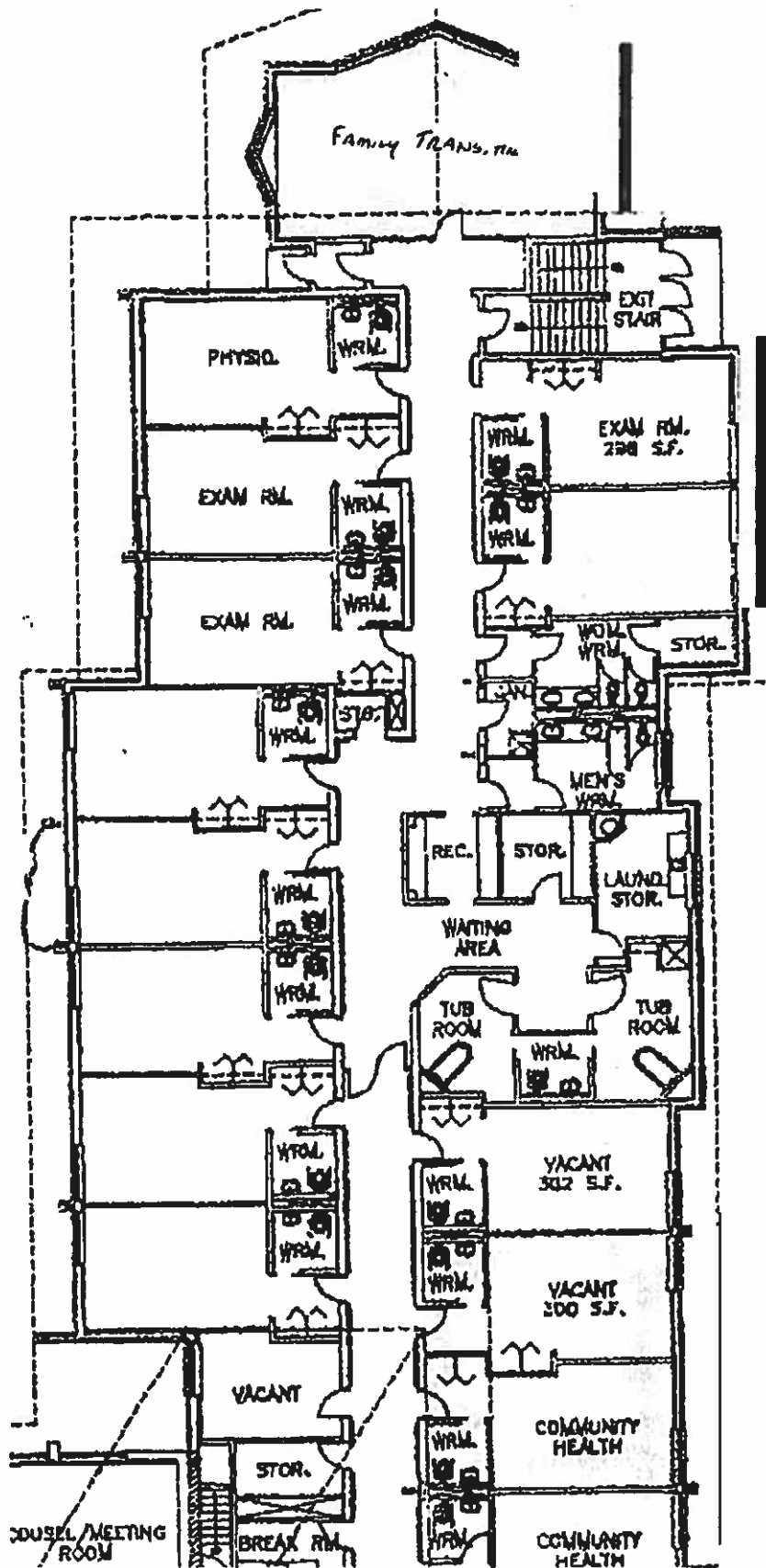
CON 2 W PT LOT 32

~~34~~ 38

**SCHEDULE "B"
FLOOR PLAN**

To be inserted

SCHEDULE B - Plan of Premises



SCHEDULE "C"
RULES AND REGULATIONS

1. The Tenant shall not permit any cooking in the Premises other than light refreshments and beverages for staff.
2. The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the Premises. The Landlord reserves entire control of all parts of the Building employed for the common benefit of the tenants including, without restricting the generality of the foregoing, the sidewalks, entries, corridors and passages not within the Premises, washrooms, mechanical, electrical and other equipment rooms, janitor's closets, stairs, elevator shafts, flues, stacks, pipe shafts and ducts, and shall have the right to place such signs and appliances therein as it may deem advisable, provided that ingress to and egress from the Premises is not unduly impaired.
3. The Tenant, its agents and others for whom the Tenant is in law responsible, shall not bring in or take out, position, construct, install or move any safe, business machine or other heavy office equipment without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right, in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or other office equipment or furniture shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other office equipment or furniture shall occur only between 6:00 p.m. and the following 8:00 a.m. or any other time consented to by the Landlord, and the persons employed to move the same in and out of the Building must be acceptable to the Landlord.
4. The Tenant shall not place or cause to be placed any additional locks on any doors of the Premises without the approval of the Landlord, and any additional locks which the Landlord consents to be placed or caused to be placed on any doors of the Premises shall be subject to any conditions imposed by the Landlord.
5. The washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting by

misuse shall be borne by the Tenant by whom or by whose agents, servants or employees the same is caused. Tenants shall not let the water run unless it is in actual use, and shall not deface or mark any part of the Building, or drive nails, spikes, hooks or screws into the walls or woodwork of the Building.

6. No one shall use the Premises for sleeping apartments or residential purposes or for the storage of personal effects or articles other than those required for business purposes.
7. The Tenant shall permit window cleaners to clean the windows of the Premises during Normal Business Hours or at other times.
8. Canvassing, soliciting and peddling in the Building by the Tenant is prohibited.
9. Any hand trucks, carryalls, or similar appliances used in the Building shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.
10. No animals or birds shall be brought into the Building.
11. The Tenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Premises or the Building or permit the delivery of any food or beverage to the Premises in contravention of any regulations fixed or to be fixed by the Landlord without the approval of the Landlord. Only persons authorized by the Landlord shall be permitted to deliver or to use the elevators in the Building for the purpose of delivering food or beverages to the Premises.
12. No curtains, blinds or other window coverings shall be installed by the Tenant without the prior written consent of the Landlord. Any window coverings that are installed shall comply with any uniform scheme of the Building.
13. The Tenant shall not operate or permit to be operated any musical or sound-producing instrument, equipment or device inside or outside the Premises which may be heard outside the Premises.

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-xx

A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AT ITS MEETING HELD ON FEBRUARY 9, 2023.

WHEREAS Section 5 (1) of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be exercised by its Council;

AND WHEREAS Section 5 (3) of the *Municipal Act, 2001*, as amended, provides that municipal powers shall be exercised by by-law;

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

1. All actions of the Council of the Corporation of the County of Dufferin at its meetings held on February 9, 2023 in respect to every report, motion, by-law, or other action passed and taken by the Council, including the exercise of natural person powers, are hereby adopted, ratified and confirmed as if each report, motion, resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. The Warden of the Council and the proper officers of the Corporation of the County of Dufferin are hereby authorized and directed to do all things necessary to give effect to the said action, to obtain approvals where required and except where otherwise provided, to execute all documents necessary in that behalf.

READ a first, second and third time and finally passed this 9th day of February, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk