



## **COUNCIL MEETING AGENDA**

**Thursday, September 14, 2023 at 7:00 p.m.**

**W & M Edelbrock Centre, 30 Centre Street, Orangeville**

The meeting will be live streamed on YouTube at the following link:

<https://www.youtube.com/channel/UCCx9vXkywflJr0LUVkKnYWQ>

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### **1. ROLL CALL**

Verbal roll call by the Clerk.

### **2. APPROVAL OF THE AGENDA**

THAT the Agenda and any Addendum distributed for the September 14, 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 July 13, 2023 and the special meeting of Council of July 27, 2023, be adopted.

### **5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

#### **5.1. Proclamation & Presentation: Hunger Awareness Month – September 2023**

Heather Hayes, Executive Director, Orangeville Food Bank, to provide an update on food insecurity and the funding provided to the food bank.

**5.2. Delegation: Dufferin Men’s Shelter**

A delegation from Erin Goodyear, Director, Dufferin Men’s Shelter, to present a business plan in regard to their request for funding.

**5.3. Presentation: Equity Strategy**

A presentation from Stephanie Rebello, Director of Design & Strategy, Femunity, regarding the draft Equity Strategy.

**6. PUBLIC QUESTION PERIOD**

Members of the Public in attendance are able to ask a question. If you are unable to attend and would like to submit a question, please contact us at info@dufferincounty.ca or 519-941-2816 x2500 prior to 4:30 p.m. on September 13, 2023.

**7. PRESENTATION AND CONSIDERATIONS OF REPORTS**

**7.1. Infrastructure and Environmental Services Minutes – August 24, 2023**

THAT the minutes of the Infrastructure and Environmental Services meeting held on August 24, 2023, and the recommendations set out, be adopted.
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INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 24, 2023 – ITEM #1  
Updated Dufferin County Road Network Rationalization Plan

THAT the report of the Director of Public Works/County Engineer, dated August 24, 2023, Updated Dufferin County Road Network Rationalization Plan, be received;

AND THAT the Dufferin County Road Network Rationalization Plan be adopted, excluding uploading Riddell Road to the County Road network;

AND THAT staff be directed to proceed with implementation.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 24, 2023 – ITEM #2  
Speed & Passing Zone Review – Dufferin Road 11

THAT the report of the Director of Public Works/County Engineer, dated August 24, 2023, Speed and Passing Zone Review – Dufferin Road 11, be

received;

AND THAT staff be directed to revise the posted speed limit of the southern portion of Dufferin Road 11 to 70 km/hr;

AND THAT Schedule H of the Consolidated Traffic By-Law 2005-32 be revised to include the following:

County Road Number	From	To
11	A point situated at the northern limit of Dufferin Road 109	A point situated 250 metres north of Shannon Court

**INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 24, 2023 – ITEM #3**  
**Dufferin County Forest – Oak Wilt Response**

THAT the Report, Dufferin County Forest – Oak Wilt Response, dated August 24, 2023, from the Director of Public Works/County Engineer, be received.

**INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 24, 2023 – ITEM #4**  
**Household Hazardous Waste Services Update and Event Request**

THAT the report of the Director of Public Works/County Engineer, dated August 24, 2023, Household Hazardous Waste Services Update and Event Request, be received.

**7.2. General Government Services Minutes – August 24, 2023**

THAT the minutes of the General Government Services meeting held on August 24, 2023, and the recommendations set out, be adopted.

**GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #1**  
**Headwaters Community in Action (HCIA) Mid-Year Report**

THAT the report from Headwaters Communities In Action, dated August 24, 2023, with a mid-year report on activities, be received.

GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #2  
Access Dufferin Minutes

THAT the minutes from the Access Dufferin meetings on June 21, 2023, July 19, 2023, and August 16, 2023, be adopted.

GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #3  
Diversity, Equity and Inclusion Community Advisory Committee Updates: Recommended Appointments & Selection Process

THAT the report of the Director People & Equity titled Diversity Equity Inclusion Community Advisory Committee Updates: Recommended Appointments & Selection Process, dated August 24, 2023, be received;

AND THAT the names being put forward for appointment to the Diversity Equity Inclusion Community Advisory Committee be approved.

GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #4  
County of Dufferin Equity Strategy Update

THAT the report of the Director People & Equity, titled County of Dufferin Equity Strategy Update, dated August 24, 2023, be received.

GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #5  
Anti-Racism & Intersectional Oppression Training Program

THAT the report of the Director People & Equity, titled Anti-Racism and Intersectional Oppression Training Program, dated August 24, 2023, be received;

AND THAT County Council approve a single source expenditure of \$200,000 for the development and delivery of a 10 module Anti-Racism and Intersectional Oppression Training program with Stephanie Nixon and Associates Inc.;

AND THAT the cost of the one-time development of the program be funded as follows: \$50,000 from the current year corporate training budget and \$150,000 from the Rate Stabilization Reserve.

GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #6  
2024 Budget Schedule

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, outlining the 2024 budget schedule, be received.

GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #7  
Tax Policy Review

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the tax policy review, be received;

AND THAT the multi-residential class ratio be reduced to 1.7 in 2024, 1.4 in 2025 and 1.1 in 2026;

AND THAT the Vacant Land and Excess Land Discounts be eliminated as of 2024.

GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #8  
Digital Modernization Project Update

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the digital modernization project update, be received.

GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #9  
Annual Cost of Living Adjustment

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the annual cost of living adjustment, be received;

AND THAT the non-union cost-of-living adjustment for 2024 be set at 4% with an effective date of April 1, 2024.

**7.3. Health and Human Services Minutes – August 24, 2023**

THAT the minutes of the Health and Human Services meeting held on August 24, 2023, and the recommendations set out, be adopted.

HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #2  
Paramedic Agreement Extension

THAT the report of the Manager of Corporate Finance, Treasurer and Chief Paramedic, regarding the Paramedic Agreement extension, dated August 24, 2023, be received;

AND THAT the Agreement for Provision of Paramedic Services with Headwaters Health Care Centre be extended for a period of two years, ending December 31, 2025.

HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #3  
Community Services Activity Report – Second Quarter 2023

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Second Quarter 2023, dated August 24, 2023, be received.

HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #4  
Annual Rent Increase Guideline 2024

THAT the report of the Director, Community Services dated August 24, 2023, titled Annual Rent Increase Guideline 2024, be received;

AND THAT the 2024 Market Rents of County of Dufferin owned housing units be increased by the maximum level of 2.5% over the previous year.

HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #5  
Social Services Relief Fund

THAT the report of the Director, Community Services, titled Social Services Relief Funding Update, dated August 24, 2023, be received.

HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #6  
Dufferin Oaks Capital Workplan Update

THAT the report of the Administrator, dated August 24, 2023, regarding the 2023 Capital Workplan Update, be received;

AND THAT the upgrade to the Nurse Call System be awarded through Single Source procurement;

AND THAT additional costs for the parking lot paving project be funded through the current Dufferin Oaks Capital Reserve Fund;

AND THAT the Dufferin Oaks Capital Workplan be adjusted accordingly.

HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #7

Federation of Northern Ontario Municipalities

THAT the following resolution from the Federation of Northern Ontario Municipalities, be supported:

WHEREAS the Federal and Provincial Governments need to support their most vulnerable households, the ones who are or are at risk of becoming homeless. Overall, housing and services for low-income, vulnerable, or marginalized people should be a primary consideration moving forward so we help those who need it the most;

WHEREAS Dufferin County understands every community across Ontario is impacted by a need for affordable housing and support for people at risk of homelessness. Municipal governments are working in collaboration with all orders of government to invest in permanent solutions to the housing and homelessness crisis in Ontario;

WHEREAS the Dufferin County understands that the Federal National Housing Strategy allocation formula to provinces and territories for jointly funded housing initiatives, roughly follows their share of the national population. This approach leaves Ontario underfunded because, as per the 2021 Census figures, the number of Ontario households in Community Housing Network as a share of the national total is 44.1 percent, which is well above the provincial share of the national population at 38.5 percent. This is also by far the highest share of national Community Housing Network relative to every other province and territories;

WHEREAS receiving a by-population allocation from the federal government hampers Ontario's ability to reach more of those households in need that require assistance with housing;

WHEREAS the lack of ongoing federal operating funding for National Housing Strategy initiatives leads to significant underfunding for subsidized housing projects and can undermine the physical and financial viability of the community housing stock;

WHEREAS a similar situation occurs with federal homelessness funding to Ontario through Reaching Home, where the share allocated to Ontario is also below the provincial share of Community Housing Network nationally;

WHEREAS there is an inequitable distribution of Reaching Home funding in Ontario as only 25 of 47 Service Managers have designated communities receiving funding under the program, despite the prevalence of need across the entire Province;

WHEREAS Dufferin County understand the federal government takes the position that its role is to provide capital funding while Provinces and Territories are to fund operating expenses, but this approach does not create an equitable sharing of the burden of funding long term operating costs, which continue for the life of a project;

WHEREAS taken altogether, the underfunding to Ontario for housing and homelessness relative to its share of national Canadian Housing Network amounts to approximately \$480 million over the term of the Federal National Housing Strategy;

WHEREAS the federal government previously provided leadership in ensuring the long-term financial and physical viability of the social housing stock under the Social Housing Agreement for several decades through federal social housing operating agreements that provided funding for both mortgages and operating costs;

WHEREAS without some flexibility on the part of the federal government, Ontario and its municipalities will be poorly positioned to take advantage of this funding, and this will turn into a significant missed opportunity, leading to a further deterioration in the long-term physical and financial sustainability of the community housing stock;

THEREFORE BE IT RESOLVED Dufferin County also supports the provincial ask for federal operating funding for National Housing Strategy initiatives;

THEREFORE BE IT RESOLVED Dufferin County would appreciate the federal effort to repurpose this funding quickly from the main National Housing Co-



Investment Fund program line, Service Managers across the province have indicated their challenges with meeting the terms of the federal proposal, particularly as they relate to cost matching and meeting the requirements for greenhouse gas emissions, energy efficiency and accessibility;

THEREFORE BE IT RESOLVED that Dufferin County would like need-driven indicators incorporated into the funding allocation formulas for all federal programs;

THEREFORE BE IT RESOLVED THAT FONOM appreciates the federal government's commitment to end chronic homelessness and wishes this to be inclusive across all areas of our province by expanding Reaching Home funding to all Service Managers;

THEREFORE BE IT RESOLVED the Federation of Northern Ontario Municipalities (FONOM) also supports the provincial position in relation to the provinces and territories Repair Fund under the National Housing Co-Investment Fund;

THEREFORE BE IT RESOLVED the Federation of Northern Ontario Municipalities (FONOM) supports the Province of Ontario position on the application-based \$4 billion federal Housing Accelerator Fund. We wish to emphasize the importance of providing municipalities with maximum support in preparing applications to the HAF, understanding that some rural and northern municipalities may face capacity challenges in applying to this program on the anticipated tight timelines;

THEREFORE BE IT RESOLVED Dufferin County wishes to request that Canadian Mortgage and Housing Corporation consider actions taken by municipalities under the province's Housing Supply Action Plans into account when assessing municipal applications, recognizing that these initiatives have the potential to significantly increase the supply of housing in our communities;

THEREFORE BE IT RESOLVED Dufferin County believes the lack of ongoing federal operating funding for National Housing Strategy initiatives leads to significant underfunding for subsidized housing projects and can undermine the physical and financial viability of the community housing stock;

THEREFORE BE IT RESOLVED Dufferin County believes the federal government should heed the precedent of the Social Housing Agreement and recommit itself to funding operating costs that often stretch out over

decades for the lifetime of a housing project. As an example, the Rapid Housing Initiative's 20-year affordability requirement and lack of federal operating dollars will very likely result in housing providers asking Service Managers and the provincial government to fund operating expenses to ensure the long-term affordability of units given housing providers' limited revenue-raising capacity;

THEREFORE BE IT RESOLVED this lack of ongoing federal operating funding for National Housing Strategy initiatives leads to significant underfunding for subsidized housing projects and can undermine the physical and financial viability of the community housing stock;

THEREFORE BE IT RESOLVED Dufferin County urges the Federal Government provide additional funding for Ontario so that we can deal with our shortages of safe and affordable housing and at the same time build safer and healthier communities for all our residents;

FURTHER IT BE RESOLVED THAT a copy of the resolution be forward to the individuals listed below for consideration and support, Prime Minister Trudeau, Minister Sean Fraser, Kyle Seeback, MP, Premier Ford, Minister Clark, Sylvia Jones, MPP, Leaders of the Federal and Provincial Opposition Parties, the Association of Municipalities of Ontario, and the Federation of Northern Ontario Municipalities.

#### **7.4. Community Development & Tourism Minutes – August 24, 2023**

THAT the minutes of the Community Development and Tourism meeting held on August 24, 2023, and the recommendations set out, be adopted.
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COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #1  
Museum Visitor and Outreach Statistics – Second Quarter

THAT the report of the Director of Development and Tourism, "Museum Visitor and Outreach Statistics Report Q2", dated August 24, 2023, be received.

COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #2  
2023 International Plowing Match & Rural Expo – Update

THAT the report of the Director of Development and Tourism, "2023 International Plowing Match and Rural Expo – Update", dated August 24, 2023, be received.

COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #3  
New Dufferin County Tourism Brand

THAT the report of the Director of Development and Tourism, “County Tourism Brand Development”, dated August 24, 2023, be received;

AND THAT the proposed brand be trialed at the International Plowing Match.

COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #4  
Shared Planning Services with Local Municipalities

THAT the report of the Director of Development and Tourism, “Shared Planning Services with Local Municipalities”, dated August 24, 2023, be received;

AND THAT staff work with local municipal staff to determine the amount of time required for each type of planning service;

AND THAT the terms of the Planning Services Memorandum of Understandings be updated as required.

COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #5  
Closed Session Report – Municipal Act, Section 239 (2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

THAT staff proceed as discussed during Closed Session.

**7.5. Chief Administrative Officer’s Report – Fire Protection and Prevention Services Study**

A report from the Chief Administrative Officer, dated September 14, 2023, to review options on the process of engaging subject matter experts to support a study on fire protection and prevention services.

THAT the report from the Chief Administrative Officer, dated September 14, 2023, regarding a fire protection and prevention services study, be received.

**7.6. Chief Administrative Officer’s Report – Strategic Plan Monthly Update #2**

A report from the Chief Administrative Officer, dated September 14, 2023, to provide an update regarding the County’s Strategic Plan implementation.

THAT the report of the Chief Administrative Officer, dated September 14, 2023, with respect to Strategic Plan Monthly Update #2, be received.

**7.7. Chief Administrative Officer’s Report – Monthly Update from Outside Boards**

A report from the Chief Administrative Officer, dated September 14, 2023, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated September 14, 2023, with respect to Reports from Outside Boards, be received.

**8. CORRESPONDENCE**

**8.1. Township of Mulmur Resolution**

A resolution from the Township of Mulmur, dated September 7, 2023, regarding the proposed download of County Road 19, the use of salt on County Roads and compensation for address changes as a result of the upload/download of roads.

**9. NOTICE OF MOTIONS**

**10. MOTIONS**

**11. CLOSED SESSION**

**11.1. Closed Session Minutes – Municipal Act, Section 239 (2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose**

Closed session minutes from the Community Development and Tourism meeting on August 24, 2023.

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

**12. BY-LAWS**

2023-47 A by-law to ratify the actions of the warden and the clerk for executing an agreement between the Corporation of the County of Dufferin and March of Dimes Canada. (Lease Agreement – Mel Lloyd Centre)  
Authorization: Council – September 14, 2023

2023-48 A by-law to authorize the Warden and the Clerk to execute an agreement between the Corporation of the County of Dufferin and GFL Environmental Inc. (Non-Eligible Sources Recycling Collection)  
Authorization: Infrastructure and Environmental Services – May 26, 2022

THAT By-Law 2023-47 through to By-Law 2023-48, 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 September 14, 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, July 13, 2023 at 7:00 p.m.**

**W & M Edelbrock Centre, 30 Centre Street, Orangeville ON**

**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 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)

**Council Members Absent:**

Councillor Janet Horner (Mulmur)(prior notice)

**Staff Present:**

Sonya Pritchard, Chief Administrative Officer  
Michelle Dunne, Clerk  
Rebecca Whelan, Deputy Clerk  
Aimee Raves, Manager of Corporate Finance, Treasurer  
Scott Burns, Director of Public Works/County Engineer  
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 7:03 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 in the Dufferin Room at 30 Centre St, Orangeville on Thursday, August 24, 2023 at the following times:

Infrastructure and Environmental Services – 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. **APPROVAL OF THE AGENDA**

**Moved by Councillor Soloman, seconded by Councillor Gerrits**

**THAT the Agenda and any Addendum distributed for the July 13, 2023 meeting of Council, be approved.**

**-Carried-**

2. **DECLARATION OF INTEREST BY MEMBERS**

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

Councillor Gerrits declared a conflict of interest in regard to the letter circulated from MHBC Planning with Official Plan Amendment comments. Councillor Gerrits has been retained by Aragon (Hockley) Development (Ontario) Corporation to work on the property referenced in the correspondence.

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

**Moved by Councillor Post, seconded by Councillor Taylor**

**THAT the minutes of the regular meeting of Council of June 8, 2023, be adopted.**

**-Carried-**

## **PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

### 4. **Proclamation: International Overdose Awareness Day – August 31, 2023**

Warden Mills declared August 31, 2023 as International Overdose Awareness Day in the County of Dufferin. Lynnette Pole-Langdon, Family Transition Place, accepted the proclamation on behalf of the Dufferin-Caledon Drug Strategy Committee. They will be hosting an event will be held at the Dufferin County Paramedics Headquarters on August 31, 2023 featuring guest speakers with lived experience.

### 5. **Proclamation: Fetal Alcohol Spectrum Disorder Awareness Day – September 9, 2023**

Warden Mills declared September 9, 2023 as Fetal Alcohol Awareness Day in the County of Dufferin.

### 6. **Delegation: Western Ontario Wardens' Caucus**

Kate Burns Gallagher, Executive Director, Western Ontario Wardens' Caucus (WOWC), delegated to Council regarding the 2023-2024 strategic priorities.

The strategic priorities are:

- Housing
- Workforce to support economic growth
- Mental health, addictions and homelessness
- Broadband
- Economic Development

Councillor White arrived at 7:11 p.m. during the delegation.

### 7. **PUBLIC QUESTION PERIOD**

There were no questions from the public.



## **PRESENTATION AND CONSIDERATIONS OF REPORTS**

8. **General Government Services Minutes – June 22, 2023**

**Moved by Councillor Post, seconded by Councillor Hall**

**THAT the minutes of the General Government Services meeting held on June 22, 2023, and the recommendations set out, be adopted.**

**-Carried-**

9. GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #1  
Assessment of Emergency Shelter Generator Capacity

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated June 22, 2023, regarding the Assessment of Emergency Shelter Generator Capacity, be received;

AND THAT staff be directed to develop an Emergency Power Generation Upgrade Action Plan which will include a current state assessment and recommendations with anticipated costs;

AND THAT funds of \$10,000-\$15,000 to cover the cost of developing the Action Plan be transferred from Municipal Emergency Management Readiness Reserve.

10. GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #2  
Insurance Renewal

THAT the report of the Manager of Corporate Finance, Treasurer, dated June 22, 2023, be received;

AND THAT Intact Public Entities be engaged to provide insurance services for the 2024 fiscal year.

11. GENERAL GOVERNMENT SERVICES – June 22, 2023 – ITEM #3  
IT & GIS Status Report

THAT the Report from the Manager of Information Technology & Geographic Information Systems, dated June 22, 2023, titled IT & GIS Status Report, be received.

12. **Health and Human Services Minutes – June 22, 2023**

**Moved by Councillor Gerrits, seconded by Councillor Little**

**THAT the minutes of the Health and Human Services meeting held on June 22, 2023, and the recommendations set out, be adopted.**

**-Carried-**

13. HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #1  
Headwaters Health Care Centre & Headwaters Health Care Foundation

14. HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #2  
2023/24 Multi-Sector Service Accountability Agreement (MSAA)

THAT the report of the Administrator, dated June 22, 2023, regarding the Multi Sector Service Accountability Agreement, be received;

AND THAT the County of Dufferin signs the Service Accountability Agreement with the Central West Region for the period April 1, 2023 to March 31, 2024.

15. HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #3  
Community Safety & Well Being Plan 2022 Annual Report

THAT the report of the Director, Community Services, titled Community Safety and Well-Being Plan 2022 Annual Report, as amended, dated June 22, 2023, be received;

AND THAT staff be directed to forward the annual report to each lower tier municipalities for their review;

AND THAT Council approve up to \$15,000 to be set aside from the Rate Stabilization Reserve, in 2023, to continue to assist with ongoing engagement, administration and data gathering costs for the plan.

16. HEALTH & HUMAN SERVICES – June 22, 2023 – ITEM #4  
New Podcast Series "Merrily...Taking Early Years Conversations Upstream and Down"

THAT the report of the Director, Community Services, titled New Podcast Series "Merrily...Taking Early Years Conversations Upstream and Down", dated June 22, 2023, be received.

17. **Community Development & Tourism Minutes – June 22, 2023**

**Moved by Councillor Soloman, seconded by Councillor White**

**THAT the minutes of the Community Development and Tourism meeting held on June 22, 2023, and the recommendations set out, be adopted.**

**-Carried-**

18. COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #1  
More Museum Records Online

THAT the report of the Director of Development and Tourism, "More Museum Records Online", dated June 22, 2023, be received.

19. COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #2  
Phase III Official Plan Amendment (OPA) – Policy Framework, Redline Copy

THAT the report of the Director of Development and Tourism, "Phase III Official Plan Amendment (OPA) – Policy Framework, Redline Copy", dated June 22, 2023, be received.

20. COMMUNITY DEVELOPMENT & TOURISM – June 22, 2023 – ITEM #3  
Land Use Planning – One Year Department Progress Status

THAT the report of the Director of Development and Tourism, "Land Use Planning – One Year Department Progress Status", dated June 22, 2023, be received;

AND THAT staff be authorized to create a 2-year Planner contract position;

AND THAT the cost for the remainder of 2023 be offset through a reduction in consulting expense and the 2024 amount be added to the DRAFT budget.

21. **Director of Development & Tourism's Report – Dufferin County Official Plan Amendment No. 03**

A report from the Director of Development and Tourism, dated July 13, 2023, to outline the Official Plan Amendment No. 03 is to update the policies and land use schedules of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review (MCR).

**Moved by Councillor Nix, seconded by Councillor Post**

**THAT the report from the Director of Planning and Tourism, dated July 13, 2023, Dufferin County Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps), be received;**

**AND THAT the necessary bylaw be presented to County Council to adopt the proposed County of Dufferin Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps);**

**AND THAT Notice of Adoption of County of Dufferin Official Plan Amendment No. 03 (Municipal Comprehensive Review, Phase II Schedules and Maps) be provided in accordance with the Planning Act;**

**AND THAT the Official Plan Amendment record of adoption be forwarded to the Minister of Municipal Affairs and Housing for approval.**

**-Carried-**

22. **Manager of Corporate Finance, Treasurer/ Procurement Manager – Second Quarter Procurement Report**

A report from the Manager of Corporate Finance, Treasurer and the Procurement Manager, dated July 13, 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 Gerrits, seconded by Councillor Hall**

**THAT the Second Quarter Procurement Report, from the Manager of Corporate Finance, Treasurer, and the Procurement Manager, dated July 13, 2023, be received.**

**-Carried-**

23. **Manager of Corporate Finance, Treasurer's Report – Capital Workplan Update**

A report from the Manager of Corporate Finance, Treasurer, dated July 13, 2023, to provide an update on the status of the 2023 approved capital workplan.

**Moved by Councillor Gardhouse, seconded by Councillor Post**

**THAT the Capital Workplan Update, from the Manager of Corporate Finance, Treasurer, dated July 13, 2023, be received;**

**AND THAT the capital workplan adjustments totalling \$1,994,000 as summarized below, be approved:**

<b>Project</b>	<b>Division</b>	<b>2023 Workplan Adjustment</b>
<b>Operations Pickup</b>	<b>Transportation</b>	<b>\$56,000</b>
<b>004-0027 – Bridge No. 11</b>	<b>Transportation</b>	<b>\$40,000</b>
<b>938104XC – Culvert</b>	<b>Transportation</b>	<b>\$40,000</b>
<b>Pavement Preservation</b>	<b>Transportation</b>	<b>\$115,000</b>
<b>DR 109 (Joint project with County of Wellington)</b>	<b>Transportation</b>	<b>\$150,000</b>
<b>Touchless Upgrades</b>	<b>Corporate Facilities</b>	<b>\$12,000</b>
<b>Facilities Pickup</b>	<b>Corporate Facilities</b>	<b>\$60,000</b>
<b>HVAC</b>	<b>Long Term Care</b>	<b>\$165,000</b>
<b>Resident Lounge Furniture</b>	<b>Long Term Care</b>	<b>\$46,000</b>
<b>Nurse Call System</b>	<b>Long Term Care</b>	<b>\$400,000</b>
<b>Security</b>	<b>Long Term Care</b>	<b>\$50,000</b>
<b>Emergency Response Vehicles</b>	<b>Paramedic Services</b>	<b>\$35,000</b>
<b>Appliance Replacement</b>	<b>Long Term Care</b>	<b>\$3,000</b>
<b>Laundry Equipment</b>	<b>Long Term Care</b>	<b>\$13,000</b>
<b>Appliance Replacement</b>	<b>McKelvie Burnside Village</b>	<b>\$3,000</b>
<b>Garage Doors</b>	<b>Paramedic Services</b>	<b>\$23,000</b>
<b>Exterior Walls</b>	<b>Housing Services</b>	<b>\$223,000</b>
<b>Structural</b>	<b>Housing Services</b>	<b>\$515,000</b>
<b>Roof Replacement</b>	<b>Housing Services</b>	<b>\$20,000</b>
<b>Roof Replacement</b>	<b>Housing Services</b>	<b>\$25,000</b>

**-Carried-**

24. **Director of Public Works/County Engineer's Report – Appointments to the Dufferin Outdoor Recreation Advisory Team (DORAT) Appointments**

A report from the Director of Public Works/County Engineer, dated July 13, 2023, recommending two public members be appointed to the Dufferin Outdoor Recreation Advisory Team (DORAT).

**Moved by Councillor Soloman, seconded by Councillor White**

**THAT the report of the Director of Public Works/County Engineer, dated July,13, 2023, regarding Appointments to the Dufferin Outdoor Recreation Advisory Team (DORAT), be received;**

**AND THAT Darryn Stevenson and Tani Mogensen be appointed to the Dufferin Outdoor Recreation Advisory Team.**

**-Carried-**

25. **Chief Administrative Officer's Report – Strategic Plan Monthly Update #1 – Next Steps**

A report from the Chief Administrative Officer, dated July 13, 2023, to outline next steps to move forward with the implementation of the 2023-2026 Strategic Plan.

**Moved by Councillor Fix, seconded by Councillor Post**

**THAT the report of the Chief Administrative Officer, dated July 13, 2023, with respect to Strategic Plan Monthly Update #1 – Next Steps, be received;**

**AND THAT a transfer of funds from the Rate Stabilization Reserve in the amount of \$25,000 to support the development of Housing Needs Assessment Study be approved.**

**-Carried-**

26. **Chief Administrative Officer's Report – Outside Boards Report**

A report from the Chief Administrative Officer, dated July 13, 2023, to provide Council with an update of activities from outside boards and agencies.

**Moved by Councillor Soloman, seconded by Councillor Gerrits**

**THAT the report of the Chief Administrative Officer, dated July 13, 2023, with respect to Reports from Outside Boards, be received.**

**-Carried-**

**CORRESPONDENCE**

**27. ADR Chambers – Integrity Commission Annual Report**

Correspondence from ADR Chambers, dated June 8, 2023, to present the annual Integrity Commissioner Report for the period of April 8, 2022 to April 7, 2023.

**Moved by Councillor Hawkins, seconded by Councillor Creelman**

**THAT the report from ADR Chambers, dated June 8, 2023, regarding the annual Integrity Commissioner Report for the period of April 8, 2022 to April 7, 2023, be received.**

**-Carried-**

**28. County Fire Prevention and Fire Protection Services**

**i. Township of Melancthon**

A resolution from the Township of Melancthon, dated May 23, 2023, regarding County fire prevention and protection services.

**ii. Resolutions**

Resolutions from the Shelburne & District Fire Board and the Town of Shelburne regarding support of the Township of Melancthon's fire prevention and protection services resolution.

**iii. Motion Deferred from June 8, 2023 Council Meeting**

**Moved by Councillor White, seconded by Councillor Nix**

**THAT staff prepare a report on the process of the County engaging subject matter experts to support a study on fire protection and prevention services in Dufferin County, and supply a report that**

**details options and recommendations for the appropriate provision of fire prevention and protection services across Dufferin County;**

**AND THAT the funds for the study be taken from the County of Dufferin Emergency Management Preparedness Reserve Fund.**

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)	ABSENT	
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 (33)	32	1
	<b>-CARRIED-</b>	

29. **NOTICE OF MOTIONS**

30. **MOTIONS**

31. **CLOSED SESSION**

32. **BY-LAWS**

2023-37      A by-law to amend By-Law 2015-41, fees and charges for services and activities provided by the County of Dufferin. (Schedule "C" – Public Works)  
 Authorization: Infrastructure and Environmental Services – April 27, 2023



- 2023-38 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin (Dufferin Oaks Long Term Care Home) and the Canadian Union of Public Employees (CUPE). (Collective Agreement)  
Authorization: Council – July 13, 2023
- 2023-39 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin (Dufferin Oaks Long Term Care Home) and the Ontario Nurses' Association (ONA). (Collective Agreement)  
Authorization: Council – July 13, 2023
- 2023-40 A by-law to appoint Dallas Bridle as a Building Inspector under the Building Code Act and to repeal By-Law 2019-41.  
Authorization: Council – July 13, 2023
- 2023-41 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and Circular Materials Ontario. (Promotion and Education of Blue Box Material Agreement)  
Authorization: Infrastructure and Environmental Services – May 26, 2022
- 2023-42 A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and GFL Environmental Inc. (Solid Waste Collection Service Contract)  
Authorization: Council – July 13, 2023
- 2023-43 A by-law to adopt Amendment No. 3 to the Official Plan for the County of Dufferin.  
Authorization: Council – July 13, 2023

**Moved by Councillor Gerrits, seconded by Councillor Hall**

**THAT By-Law 2023-36 through to By-Law 2023-43, be read a first, second and third time and enacted.**

**-Carried-**

33. **OTHER BUSINESS**

Councillor Post advised the Town of Caledon has received a response from the Ministry of Transportation. Their request for an Operational Review of Highway 10 in Caledon was approved.

Sonya Pritchard, Chief Administrative Officer, noted the County received a letter to advise an Operational Performance Review will be completed for the Dufferin portion of Highway 10 as well from Highway 9 northerly to the intersection of Highway 10 and Southgate Road 24/Melancthon-Artemesia Townline.

34. **CONFIRMATORY BY-LAW**

2023-44      A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on July 13, 2023.

**Moved by Councillor Taylor, seconded by Councillor Rentsch**

**THAT By-Law 2023-44, be read a first, second and third time and enacted.**

**-Carried-**

35. **ADJOURNMENT**

**Moved by Councillor Gardhouse, seconded by Councillor Hall**

**THAT the meeting adjourn.**

**-Carried-**

The meeting adjourned at 8:27 p.m.

Next meeting:      Thursday, September 14, 2023  
                            W & M Edelbrock Centre, 30 Centre Street, Orangeville ON

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Wade Mills, Warden

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Michelle Dunne, Clerk



**DUFFERIN COUNTY COUNCIL MINUTES**

**Thursday, July 27, 2023 at 11:00 a.m.**

**Video Conference**

**Council Members Present:**

Warden Wade Mills (Shelburne)  
Councillor John Creelman (Mono)  
Councillor Guy Gardhouse (East Garafraxa)  
Councillor Chris Gerrits (Amaranth)  
Councillor Earl Hawkins (Mulmur)  
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)

**Council Members Absent:**

Councillor Janet Horner (Mulmur)(prior notice)  
Councillor Shane Hall (Shelburne)  
Councillor Darren White (Melancthon)(prior notice)

**Staff Present:**

Sonya Pritchard, Chief Administrative Officer  
Rebecca Whelan, Deputy Clerk  
Rohan Thompson, Director of People & Equity

Warden Mills called the meeting to order at 11:01 a.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.

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**

**Moved by Councillor Post, seconded by Councillor Gerrits**

**THAT the Agenda and any Addendum distributed for the July 27, 2023 meeting of Council, 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. **BY-LAWS**

2023-45      A by-law to appoint Domenic Malatesta as a Building Inspector under the Building Code Act.  
Authorization: Council – July 27, 2023

**Moved by Councillor McLean, seconded by Councillor Gardhouse**

**THAT By-Law 2023-45 be read a first, second and third time and enacted.**

**-Carried-**

6. **CONFIRMATORY BY-LAW**

2023-46      A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on July 27, 2023.

**Moved by Councillor Hawkins, seconded by Councillor Soloman**

**THAT By-Law 2023-46, be read a first, second and third time and enacted.**

**-Carried-**

7. **ADJOURNMENT**

**Moved by Councillor Gardhouse, seconded by Councillor Creelman**

**THAT the meeting adjourn.**

**-Carried-**

The meeting adjourned at 11:04 a.m.

Next meeting: Thursday, September 14, 2023  
W & M Edelbrock Centre, 30 Centre Street, Orangeville ON

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Wade Mills, Warden

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Rebecca Whelan, Deputy Clerk

# Dufferin Men's Shelter: Business Case Request for Base Funds

## Section 1 - General Information

### Dufferin Men's Shelter Base Funding Request

One-time funding

Base funding

#### TOTAL AMOUNT REQUIRED

1. **Emergency Funding Request Amount:**  
\$215,448 (full/partial)
2. **Budget Funding Request Amount:**  
\$369,340 (full/partial funding)

#### Corporate Information

Name and Title of Key Contact

Shannon Gander

Name and Title of Authorized Officer

Board Secretary

Address

59 Townline, Orangeville, ON

E-mail

info@choicesyouthshelter.info

Telephone

519-940-5687

Date of Proposal Submission:

September 7th, 2023

## Section 2- Business Case Detail Information

### 1. Target

Our mission is to be a safe and supportive resource within Dufferin County that offers men experiencing homelessness, 25+ years of age, an alternative to living on the street, and supports their transition to stable housing.

### 2. Issue

Due to the complexity, background, needs and experiences of individuals and families experiencing homelessness, the pathways to solutions must also provide access, choice and a continuum of supports that can address a person's full needs. Responding to homelessness requires a range of appropriately funded strategies to meet the diverse needs of those experiencing homelessness. One agency is not able to be everything for everyone. It is recognized that where service users present with multiple needs, working in coordination with other services in a system, results in better client outcomes.

There are broad issues facing the Dufferin County that this request aims to support:

- **Men's homelessness:** The largest group of people experiencing homelessness in Canada are single men. A study that explored homeless shelters found that in 2009, 73.2% of shelter users 16 and older were male. The gap between males and females widens with age. While males make up 60% of the youth population in homeless shelters, they make up nearly 80% of adults over 55. (Source: <https://www.homelesshub.ca/solutions/priority-populations/single-men>). Similarly, following Dufferin County's 2021 Point-in-Time Count, 50% of the respondents experiencing homelessness were male.

In December 2021, the Town of Orangeville partnered with the University of Guelph to complete a study entitled "Men's Homelessness in Dufferin County: A Needs Assessment". The study noted that rural homelessness is less studied and understood than in urban areas, and that social services are typically centralized in urban areas which requires individuals to leave their communities to receive support. The study concluded that gender-specific supports for males experiencing homelessness, including an emergency shelter, were required to better support residents in Dufferin County. Source: [https://www.orangeville.ca/en/town-hall/resources/Documents/Univ%20of%20Guelph%20Men's%20Homelessness%20Needs%20Assessment%20Report%20FINAL\\_acc.pdf](https://www.orangeville.ca/en/town-hall/resources/Documents/Univ%20of%20Guelph%20Men's%20Homelessness%20Needs%20Assessment%20Report%20FINAL_acc.pdf)

- **Lack of adequate men's homelessness services:** In the study, the researchers found that the majority of services supporting those experiencing homelessness is geared towards women and children. A Community Perspective survey conducted found that all respondents believe that men's homelessness is an issue in Orangeville. Several community stakeholders have identified that housing and homelessness have become a critical issue in Dufferin County. A recent survey of residents identified housing and homelessness as the second highest priority to be addressed by Dufferin County's Community Safety and Wellbeing Plan (Dufferin County, 2020). So, while there are some services provided by community organizations which support men, there is not a mixed gender emergency shelter in the Dufferin community accessible to men.

## Dufferin Men's Shelter: Business Case Request for Base Funds

- **Affordability/lack of housing:** Affordability and the lack of affordable housing remains a key reason why individuals experience homelessness. The Toronto Real Estate Board (TREB) reports that average rent for one-bedroom units in Dufferin has increased substantially year over year, while vacancy rates remain stagnant. According to the data, the average rent for two-bedroom apartments in Dufferin was \$2,200 per month in the second quarter of 2021 and is estimated to continue to increase. These market conditions make it extremely challenging for individuals with low income, including those in receipt of social assistance, to secure permanent accommodations in the area. As a result, individuals must resort to finding short-term or unsafe accommodations, including emergency shelters, couch surfing, or living on the streets. This means that 1 in 9 households in Dufferin County are now living in core housing need.



### 3. Solution:

In response to these issues identified above, the Choices organization opened the Dufferin Men's Shelter in March 2023. Emergency shelters provide security, personal safety and protection to individuals experiencing homelessness. In addition, emergency shelters also connect individuals with the right supports needed to help them get adequate housing and gain independence.

The Dufferin Men's Shelter has successfully supported numerous males since then, but securing sustainable funding has been challenging. Unlike with the youth shelter, there are no significant grant opportunities that support emergency shelters for males. All provincial and federal funding is flowed through Dufferin County. The Dufferin Men's Shelter needs stable, ongoing base funding to remain operational. The purpose of this business case is to request base funding from Dufferin County. The total annual funding gap for the shelter is projected to be approximately \$370K. The shelter is requesting:

3. Emergency funding to remain operational until the next budget cycle of \$215,448 (full/partial funding)
4. Increase to ongoing base funding through the annual budget of \$369,340 (full/partial funding).

#### Program highlights:

- Practices shelter diversion – this strategy will reduce new entries into homelessness, cuts down on shelter wait lists, reduces demand for limited shelter beds, and targets more intensive homelessness interventions to those with higher needs.
- Provides short-term shelter for up to 20 males – this will be a safe and clean environment, one which also provides high quality supportive service that are low barrier and free from discrimination and judgement.
- Part of a broader system – supports and fosters positive working relationships with the following community agencies to collaborate and leverage initiatives across the social services sector:
  - Orangeville Foodbank
  - Dufferin County
  - Family Transition Place
  - Salvation Army
  - Compass Group Church
  - Westminster Church
  - The Lighthouse
  - CMHA
  - Ontario Provincial Police ( MCRT Team)
  - SHIP
  - DCAFS
  - Dufferin Caledon Victim Services
  - Headwaters Hospital
  - and many other organizations.

This proposal fulfills several goals in Dufferin County's 10 Year Housing and Homelessness Plan by:

- decreasing incidents of men's homelessness in the community.
- increasing diversion from the emergency shelter system (when possible).
- reducing emergency department use; • increase referrals and wrap around supports for clients.
- increasing successful transitions to permanent, stable housing for clients.
- providing client centered approaches that are specific to the needs of each individual.
- resourcing affordable housing alternatives that will support diverse funding models for affordability.
- creating awareness for men's homelessness through Dufferin County.

## Dufferin Men's Shelter: Business Case Request for Base Funds

With appropriate and right sized funding levels, the Dufferin Men's Shelter also aligns with Emergency Shelter Standards common across other jurisdictions.

### 4. Evidence

The proposed program fills a need which is currently not being met in Dufferin County.

#### a) Evidence of need supported by recent data and/or research

- As mentioned in section 2, the 2018 PiT count recorded 22 (50%) men experiencing homelessness
- The characteristic and need profile of the men accessing the shelter include:
  - 22- 79 average years of age.
  - More than 50% reported substance use issues and or mental health issues.
  - 100% are Dufferin residents.
- In addition, it is well documented that emergency shelters positively affect system performance.
- Emergency shelters play a critical role in a community's homelessness response system.
- Resources are provided for members of the community who are in need of hot meals, showers, personal hygiene items, clothing and food boxes.

#### b) Evidence/data/research, to support the effectiveness of the planned program or service

In addition to the evidence discussed in section 2, the following outcomes from the shelter have been achieved to date:

- 80% diversion.
- 8 individual men discharged to housing.
- 5% with housing plans in place within 15 days.
- 80% successful exits.
- 80% provided with community referrals.
- 50% shelter use for 60 days or less days Average stay.
- 14 men a month on average.

#### a. Is there existing service in the community?

No, there are no other emergency shelters in Dufferin County for adult males.

While other services, such as the Dufferin County Housing Stability Team, support males experiencing homelessness, there are limitations. In particular, these services do not provide immediate shelter as its needed for this population. In addition, individuals must be added to the By-Name list to receive access to rent supplements, CATH programs, move-out packages, etc. which sometimes poses a barrier.

The Dufferin Men's Shelter provides immediate shelter to males experiencing homelessness. These individuals do not need to be on the By-Name List to utilize our supports and services

### Section 4 – Organizational Alignment

# Dufferin Men's Shelter: Business Case Request for Base Funds

## 1. Describe how this initiative aligns with your agencies role within the system

Choices Youth Shelter has a well-established history of service success, long-standing community partnerships which we hope to leverage to deliver on this proposal. Since our opening in January 2000, the shelter has grown through community support and the dedication of many volunteers and staff. From our very early days, we have provided safe housing for over 1450 area youth. With over two decades of experience serving the homeless youth population within Dufferin County and surrounding area, we are excited at the opportunity to expand our service to now service the male homeless population.

The men's shelter can operate under the umbrella of Choices Youth Shelter, benefiting from infrastructure already in place, the established partnerships, and the charitable tax status. This proposal capitalizes on an existing infrastructure and therefore saves costs in the areas of shelter management and shared staffing resources. Some of the shared resources are:

- administrative costs
- program leadership and mentorship
- courses and training for staff
- Addiction and mental health counselor attends both programs based on needs of clients
- food securities
- shared staffing in a cross trained environment
- company vehicle is shared between the shelters
- all basic need items are shared amongst the programs for personal hygiene products and clothing security
- all donated household items are shared based on the needs of clients

In addition, the organization has already secured the capital costs for the location of the shelter.

## 2. Target population

### a. The characteristics of the defined population

- Men who are 25+ years residing in Dufferin County
- Experiencing homelessness
- Marginalized populations including Indigenous people, immigrants, refugees, individuals who identify as members of ethno-cultural, Black and other racialized populations, LGBTQ2S people, persons with disabilities
- Willing to engage in support services as needed.

### b. The specific location/site where the initiative will be housed

- 59 Townline, Orangeville, ON.

### c. The readiness of your organization to begin implementation of the defined services

The Choices organization has more than 20 years of experience in operating and managing an emergency shelter and delivering social service supports. The organization is well-positioned to operate the Dufferin Men's Shelter, with appropriate funding in place.

## Dufferin Men's Shelter: Business Case Request for Base Funds

### 3. Community Engagement:

Choices model supports the outcome of enhancing the client experience and introduces the philosophy of people-centered care. Clients of the shelter have been engaged in active partnership and shared decision-making in the planning, delivery and evaluation of the intervention.

Specifically, as part of regular practice, Choices administers client satisfaction surveys for program evaluation for program co-design discussions and program improvement.

In addition, the community has been actively engaged through attending community functions, Farmers Markets, BBQ's, Celebrate Your Awesome and Town of Orangeville Summer student training. Leadership staff also sits on many community committees including CAT, CAB, DCEC, Mayor's Homelessness Task Force, HSJCC in order to ensure that collaborative conversations are happening across the community and that resources are shared and accessible.

### 4. Health Equity

Striving to achieve health equity for all populations, including people who are experiencing homelessness, is not a simple task. Homelessness is associated with health inequalities, including shorter life expectancy, higher morbidity and greater use of hospital services. Viewed through the lens of social determinants, homelessness is a key driver of poor health, but homelessness itself results from accumulated adverse social and economic conditions.

Our solution intends to address equity issues such as homelessness, poverty, trauma and gender.

In order to accomplish this, we will:

- Employ a housing focused/shelter diversion approach.
- Provide a response to exist homelessness but with upstream intervention through diversion.
- Continue to collect service users socio-demographic, race-based information to quantify the needs and target interventions accordingly.
- Partner with primary care. Through Case Management staff work with clients to ascertain their needs and source out appropriate medical support. Men who are unhoused typically do not have a family doctor in place and access the support of the local community hospital emergency room. Our services will support the reduction of hospital visits by linking clients to the services they require.

### 5. Sustainability

The organization is committed to fundraising, but stable, ongoing and right-sized funding is required to operate the shelter appropriately.

Funding will be needed/pursued through the County of Dufferin, Province of Ontario, Federal Government of Canada and the community, including local businesses.

## Section 5- Performance and Evaluation

### 1. Performance Expectations

## Dufferin Men's Shelter: Business Case Request for Base Funds

Outcome	Metric	Target
Increased number of individuals Diversion: individuals successfully diverted	# of individuals successfully diverted from entry to shelter	<ul style="list-style-type: none"> <li>● track</li> </ul>
Reduced rate of homelessness: Shelter Stay: brief as possible	% of individuals with a stay 30-60 days	<ul style="list-style-type: none"> <li>● 30-60 days</li> </ul>
Increased number of individuals exit to housing	% of individuals with housing opportunity at discharge	<ul style="list-style-type: none"> <li>● 30%</li> </ul>
Increased number of individuals with needs referred to community services	% of individuals receiving referral (as required) at point of intake	<ul style="list-style-type: none"> <li>● 100%</li> </ul>
Reduce number of individuals returning to homelessness	% of repeat shelter users within 3 months	<ul style="list-style-type: none"> <li>● 30% or less</li> </ul>
Positive client experience	Survey: needs met	<ul style="list-style-type: none"> <li>● 75% or higher</li> </ul>

Providing this shelter will also reduce the overall cost to the community for first responders and institutional supports (e.g., hospitals).

### 2. Service Delivery:

#### a. Determine your referral sources and what client assessments are required

Clients will be referred by other community professionals along with community members and self referrals. There will be an intake process include gathering of personal and medical information.

Preliminary needs and housing plan goals will be established. Emphasis will be placed on brief, action-oriented goals with target dates for housing.

#### b. Determine eligibility of clients

Clients will need to be able to provide personal information regarding their home community and age. This will ensure that Dufferin Country residents are accessing the service.

## Dufferin Men's Shelter: Business Case Request for Base Funds

### Section 7- Identified Risk(s)

Risks / Barriers	Mitigation Strategies
Shelter closes due to lack of funding and residents are displaced.	Choices has researched funding opportunities and meeting with key stakeholders to a) request funding and/or b) identify potential sources.

### Section 8- Financial Information

## Dufferin Men's Shelter: Business Case Request for Base Funds

<b>Dufferin Men's Shelter</b>		
<b>Budget 2023</b>		
	Budget	Notes
<b>Revenue</b>		
<b>County of Dufferin</b>	163,000	
<b>Donations</b>	\$19,760	Donations form Various Community partners and Organizations
<b>Grants</b>	0	On going amounts as the year unfolds
<b>Donations in kind</b>		On going amounts as the year unfolds
	182,760	
<b>Salaries and Benefits</b>		
<b>Salary</b>	432,400	1 full time director position billed half of the salary to this budget, 5 full time shelter staff and 4 part time shelter staff. Staffing required to operate the shelter 13 hours a day, 7 days a week. 2 on shift during at times when the shelter is open.
<b>Benefits</b>	50,000	Benefits on salaries including CPP, EI, WSIB and vacation
	482,400	
<b>Staffing costs</b>		
<b>Training</b>	3,000	Staff training courses required for all staff at the shelter
<b>Travel</b>	500	Staff travel in community on shelter business
<b>Equipment</b>	1,500	Regular replacement of IT equipment
<b>House Costs</b>		
<b>Hydro</b>	4,000	Annual operating costs at the shelter
<b>Gas</b>	1,200	Annual operating costs at the shelter
<b>Water</b>	500	Annual operating costs at the shelter
<b>Maintenance</b>	12,000	Regular preventative maintenance and landscaping and snow removal costs.

## Dufferin Men's Shelter: Business Case Request for Base Funds

<b>Furniture</b>	5,000	Regular replacement of furniture due to regular wear. Would include things like beds, mattresses and other furniture.
<b>TV</b>	800	Annual operating costs at the shelter
<b>Phone</b>	1,200	Annual operating costs at the shelter
<b>Client Costs</b>		
<b>Food</b>	12,000	Costs of food staples like bread, milk and eggs. The remainder of the food is donated from the food bank at a reduced cost and a community partner for food security.
<b>Client costs</b>	5,000	Costs for client transportation, medication and other client needs.
<b>Office and General</b>		
<b>Professional fees</b>	15,000	Audit, legal and bookkeeping fees
<b>Office</b>	2,000	Office supplies, photocopier and office expenses
<b>Insurance</b>	6,000	Insurance on the shelter building and general insurance coverage for the organization.
<b>Total Expenses</b>	552,100	
<b>Net Income/(Loss)</b>	369,340	

### Section 9 –Organization's Declaration

**Organization's Declaration:**

On behalf of and with the authority of the organization, I / we certify that the information that the organization has supplied in support of its application is true, correct, and complete in every respect.

<b>Organization Legal Name:</b>	Dufferin Youth Shelter o/a Choices Youth Shelter and Dufferin Men's Shelter
<b>Name of Authorized Officer:</b>	Shannon Gander
<b>Title of Authorized Officer:</b>	Board Secretary



## Dufferin Men's Shelter: Business Case Request for Base Funds

**Date:**

September 9, 2023



# Equity Strategic Plan

2024-2027

# Land Acknowledgment

We respectfully acknowledge that the County of Dufferin resides within the lands of the Tionontati (Petun), Attawandaron (Neutral), Haudenosaunee (Six Nations), and Anishinaabe Peoples. We also acknowledge that various municipalities within the County of Dufferin reside within the treaty lands named under the Haldimand Deed of 1784 and two of the Williams Treaties of 1818: Treaty 18: the Nottawasaga Purchase, and Treaty 19: The Ajetance Treaty.

These territories upon which we live and learn, are steeped in rich Indigenous history and traditions. It is with this statement that we declare to honour and respect the past and present connection of Indigenous Peoples with their land, its waterways, and resources.

The Equity Audit Findings Report indicates that 3% of respondents are Indigenous, a disproportionately low representation of Indigenous Peoples within the County's workforce. As we transform and move forward as an organization, it is necessary that we consider the unique and differing experiences of Indigenous Peoples when designing workplace policies, procedures, practices, and processes.

As a first step, the County is committed to applying the Truth and Reconciliation Calls to Action, the Missing and Murdered Indigenous Women and Girls Calls for Justice, and the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) as a foundation to inform how we will execute the tactics set out in this plan. We are steadfast in our shared commitment and responsibility to Reconciliation, and the decolonization and indigenization of our workplace as we implement the 2024- 2027 Equity Strategic Plan.



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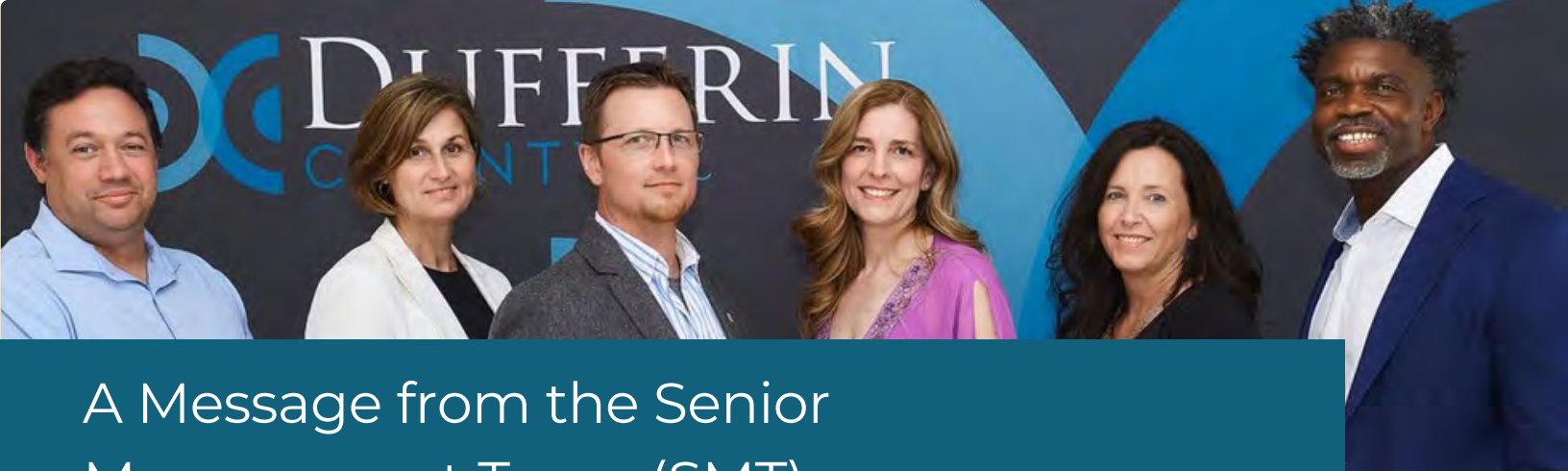
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## A Message from the Senior Management Team (SMT)

The County of Dufferin is proud to present its first-ever Equity Strategic Plan, a four-year plan that focuses on developing responsive solutions to current systemic challenges, workplace experiences, and emerging opportunities identified by an Equity Audit completed at the County in November 2022.

The County of Dufferin is privileged to have a diverse staff of all ages, races, genders, sexualities, abilities, faiths, and backgrounds. This diversity has given us access to a wealth of experiences and perspectives that have allowed us to serve the Dufferin community for decades. In honour of that truth, the County is proud to be embarking on a journey to become a more equity-informed organization where every employee, especially those from communities that have experienced marginalization, are given the opportunities, resources, and support that they deserve.

The development of the Equity Strategic Plan was a collective effort, developed in partnership with an internal equity, diversity, and inclusion Strategic Plan Working Team. We thank everyone who took part in this intensive exercise for their insights, creativity, and partnership. Your work has helped ensure that the goals, solutions, and tactics identified in the Plan are focused and meaningful and that the Plan represents a variety of unique experiences and backgrounds.

Under the Equity Strategic Plan, the County's vision is to be an anti-colonial, anti-racist, and anti-oppressive workplace where employees feel a sense of dignity, wellness, and belonging. Our approach to achieving this vision will focus on a shared commitment and responsibility to dismantle all forms of systemic oppression derived from white supremacy, including – but not limited to – anti-Black and anti-Indigenous racism, sexism, ableism, transphobia, and homophobia that operates on the personal, interpersonal and institutional levels.



# Introduction to the Equity Strategic Plan

**The County of Dufferin has undergone a strategy development and assessment process to collaboratively develop an Equity Strategic Plan.**

The Equity Strategic Plan consists of **four Areas of Focus to be completed across a four-year timeline**. Each goal has corresponding strategies that will be used to highlight how the County will work to achieve them and tactical actions that will be taken to reach the County's desired outcomes. With a focus on evaluating internal policies, operations, and management practices, the County will ensure it meets the needs of current and future employees from various lived experiences and backgrounds, together. The County also commits to being transparent about this process, both within the organization and publicly, as we work to achieve our goals under the Equity Strategic Plan.

We know that our diversity, equity, and inclusion efforts will continuously impact every area of the organization and how we successfully deliver services for our community. That's why all staff at every level of the County will be expected to adhere to and uphold equitable practices and policies as we work to redefine the organization as one where all staff look forward to coming to work and feel supported as valued members of the County team.

Every member of staff at the County is committed and accountable for cultivating a sense of purpose, opportunity, success, appreciation, and well-being as we work to build a more equitable organization. Together with County Council and key stakeholders, we will foster a culture where all staff – regardless of their race, age, (dis)ability, gender, sexuality, faith, background, or circumstances – feel safe, valued, heard, supported, and included, and as a team, will make the County of Dufferin a better place where everyone can thrive.

The County of Dufferin recently released its 2023-2026 Corporate Strategic Plan which includes a focus on establishing an equity-informed lens to its impact and outcomes. The resulting Equity Strategic Plan embodies the County of Dufferin's values of collaboration, accountability, innovation, compassion, and courage. It aims to respond to the collective call from staff community stakeholders, and residents for equity to be a priority. These dual strategies work together to allow the organization to act upon instances of interpersonal and systemic inequities, and this will be demonstrated in our approach to the measurement and evaluation of the Equity Strategic Plan.

# Methodology & Process

The Equity Strategic Plan was developed collaboratively over four co-design sessions. Participatory co-design is a methodology that ensures that there are diverse perspectives supporting the development of our outcomes and that the solutions might be easily integrated into the fabric of team culture and the broader organizational priorities.

Feminuity's process is focused on **developing a shared mission** rooted in the team's lived experiences and organizational knowledge. Sustainable implementation and change management are discussed as part of the design from the start.

The Equity Strategic Plan Working Team started work in March 2023. The team hailed from across the organization, from different levels of leadership, and across all departments. The team shared vulnerably, bravely embraced learning opportunities, and challenged each other. The resulting strategy is a product of that work.

01



02



## ALIGNMENT & DIRECTION

Creating a shared language for DEI, and developing a vision for change.



## DEFINING PRIORITIES

Unpacking the findings report, and aligning on a set of strategic focus areas.

03



04



## IDEATION

Developing a wide set of interventions, changes and new programming to support DEI focus areas.



## MANAGING CHANGE

Prioritizing each goal and initiative, and outlining an implementation approach.

## Findings Report Summary

The Equity Assessment was conducted in November 2022. Below is a short summary of the findings, which are further outlined for each Priority Area.

Team members at the County of Dufferin appreciate that the County is beginning its Diversity, Equity, and Inclusion (DEI) journey and that the organization has begun to make progress on it.

However, at this early stage, there are also frustrations with the way things have been in the past. Specifically, team members recognize that there are legacies of inaction, which has left them uncertain about the County's true commitment to DEI. Further, people shared that before the County hires more people, the organization needs to focus on retention and making improvements for the current staff.

Black people, racialized women, LGBTQ+ people, people with accessibility needs, caregivers, and people working at Dufferin Oaks have particularly low scores compared to their peers, suggesting that these groups need the most support at the County.

An Equity Audit will be conducted every 4 years to support the evaluation of the Equity strategy and its iteration based on the experience of County team members.





# Our commitment & vision for the future

## Our Vision

The County of Dufferin will be an anti-colonial, anti-racist, and anti-oppressive workplace where employees feel a sense of dignity, wellness, and belonging.

We will build safer environments where team members can share who they are and how they need to be supported. We will ensure that each team member at the County of Dufferin can articulate their role in building a diverse, equitable, and inclusive workplace and community.

We will recognize that our ability to challenge current systems requires us to challenge our biases, privileges, and discomfort. We will learn from each other, create solutions through partnership, and create teams that reflect our region's growing diversity.



## Our Values

Collaboration · Accountability · Innovation ·  
Compassion · Courage



# Equity Statement

Our Equity approach focuses on a shared commitment and responsibility to dismantle all forms of systemic oppression derived from white supremacy, including but not limited to anti-Black and anti-Indigenous racism, sexism, ableism, transphobia, and homophobia that operates on the personal, interpersonal, and institutional levels.

To do so, we evaluate our internal policies, operations, and management practices to ensure they meet the needs of current and future employees from various lived experiences and backgrounds.

We will create and engage in skills-based training that builds our ability to drive and sustain inclusive behavioural change. The entire team at the County of Dufferin is committed and accountable for cultivating a sense of purpose, opportunity, success, appreciation, and well-being in their teams.

## Our Guiding Principles

The implementation of our Equity Strategic Plan is as important as the design of the strategy itself. Below is a set of principles that will be adhered to in the design of solutions and execution of our tactics. They are set to ensure that collaborators feel supported and empowered in the implementation process.

- 1 Manage Your Biases:** We hold various biases, and it's up to us to manage them.
- 2 Be Courageous:** Have the hard conversations and be OK with not having all the answers right away.
- 3 Get Uncomfortable:** Discomfort can be productive for learning and developing relationships.
- 4 Practice Compassion:** Give others room to make mistakes and learn just like you did.
- 5 Be Present:** Every member has valuable contributions, but some are more shy than others.
- 6 Avoid Generalization:** Universalizing our experiences may accidentally exclude and erase the experiences of others.



# Shared Language for DEI

**Below is a customized set of definitions developed by the Equity Strategy Working Group.**

**These definitions showcase how Equity, Diversity, and Inclusion are upheld at the County of Dufferin. They can be used in team onboarding, internal and external communications, and as a regular reminder of how the County's Equity Strategic Plan comes to life.**

**Equity:** Equity ensures that everyone is supported in personal and professional development based on their unique needs due to existing barriers and advantages. Equity must be in the design of everything we do at the County of Dufferin. Equity requires that we have difficult conversations, challenge the status quo, and ask our team members what they need to succeed or feel supported.

**Diversity:** Diversity is “difference” within our teams, departments, and across the County of Dufferin. It is relational, not fixed, and many forms of diversity exist. A person is not “diverse,” but they may bring a diverse range of experiences. The County of Dufferin represents a diverse community with residents across different cultures, identities and beliefs. We will create an organization that reflects the diversity of the County across all levels and within leadership.

**Inclusion:** Inclusion is the intentional act of creating environments in which people feel like they can bring their authentic selves to work. It means everyone feels valued, respected, and appreciated for their unique identities, even when they are different from others. At the County of Dufferin, we are building a sense of community at our workplace, one that is flexible and supportive. We each take individual responsibility for creating a culture our colleagues feel comfortable. Inclusion requires a process, and we are committed to carefully building the right programs and structures.



# Areas of Focus

The County of Dufferin's Equity Strategic Plan contains 4 areas of focus that will be completed across a four-year timeline. The goals were established using the findings of the Equity Audit Findings, and the guidance of the Equity Strategic Plan Working Group. Each goal is connected to a set of key findings from the assessment and will act as a starting point for the County's measurement framework.

The measurement framework will include a set of long-term outcomes based on the Findings and short-term Key Performance Indicators (KPIs) that help ascertain the effectiveness of each tactic. A fulsome Equity Audit will be completed every 4 Years, with short-term indicators integrated into our annual team member engagement survey.

1	Increased feelings of <b>trust, belonging, and wellness</b> at the County of Dufferin, specifically among Black people, racialized women, LGBTQ+ people, caregivers, Dufferin Oaks team members, and those with accessibility needs.
2	Stronger succession and recruitment pipelines to ensure groups experiencing marginalization have <b>equitable access to career growth and management positions</b> .
3	<b>Greater levels of accountability and transparency</b> for resolving and responding to instances of harassment and discrimination.
4	Empower <b>individual accountability for EDI change</b> through learning and community dialogue.

## Structure of Equity Strategic Plan

The County of Dufferin's Equity Strategic Plan is a working document, and will evolve throughout its implementation as the standards for equity and inclusion evolve, and as the community and team members at the County share their feedback on the strategy's impact.

The strategy and tactics are outlined using the following format:

### Areas of Focus

A focus identified through the Equity Assessment and clarified by the Equity Staff Advisory team.

### Goal

Within each Area of Focus, there are a set of goals that will be reached over four years.

### Tactics

The action taken to reach the desired outcomes of each goal. Tactics will evolve as we measure the change and impact.



Each of the tactics have been organized across three phases, representing a **4-year timeline**

#### **Phase 1: Foundational work and the quick wins**

Year 1 & 2, starting September 2023

#### **Phase 2: Strategic and long-term projects**

Year 3, starting September 2025

#### **Phase 3: Adaptive tactics based on learnings in Phase 1 & 2**

Year 4, starting in September 2026



# 1

## Area of Focus

**Increased feelings of trust, belonging, and wellness at the County of Dufferin, specifically for Black people, racialized women, LGBTQ+ people, caregivers, Dufferin Oaks, and those with accessibility needs**

### Goals

#### 1.1

Review all HR policies and programs to ensure they meet the needs of communities experiencing marginalization in the County

#### 1.2

Create safer community spaces and supports that enable everyone to share opinions and concerns

#### 1.3

Create clear guidelines and expectations for management relating to inclusive leadership, recognition, and psychological safety

#### 1.4

Establish a wellness-focused organizational culture that prioritizes individuals' physical, emotional, and mental well-being

#### 1.5

Create a focused Equity plan for Dufferin Oaks

#### 1.6

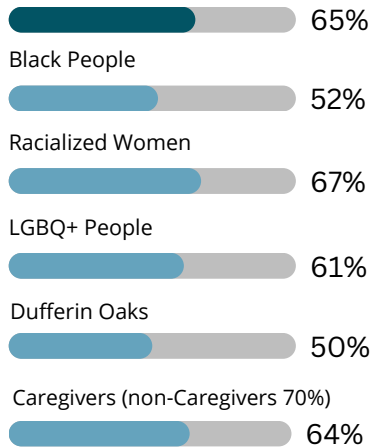
Create anti-racism plans based off of Equity Audit Findings report

## Area of Focus #1

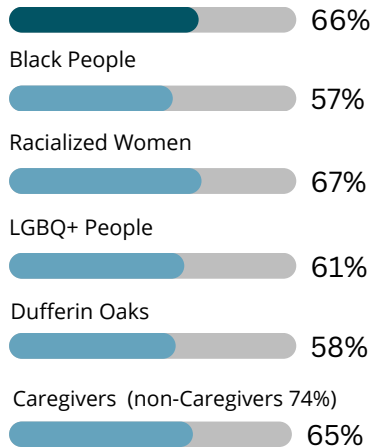
# Supporting Insights

The Equity Audit Findings revealed the specific groups that require meaningful support across the dimensions of Equity, Inclusion and Engagement.

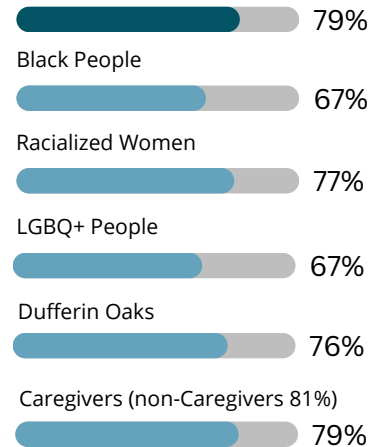
### Equity Overall



### Inclusion Overall



### Engagement Overall



# 52%

of LGBQ+ team members do not share their sexuality at work, largely due to fear.

People working at Dufferin Oaks have considerably lower scores on nearly every item and index compared to other departments.

Team members working at Dufferin Oaks feel the County of Dufferin needs to do more to ensure fair and equitable work environments. Leaders at Dufferin Oaks feel they need more support navigating nuanced conversations.

Black people at the County of Dufferin are less positive about DEI efforts overall.

They are experiencing **less equity**, specifically regarding advancement opportunities, and support for their career growth, and **0% feel that they are evaluated fairly**. Of all groups, they are the most likely to have experienced harassment and discrimination.



# Area of Focus #1

## Full Strategic Roadmap

Increased feelings of trust, belonging, and wellness at the County of Dufferin, specifically for Black people, racialized women, LGBTQ+ people, caregivers, Dufferin Oaks, and those with accessibility needs

\*Tactics that have been moved into planning & implementation for 2024

	Phase 1 Starting September 2023	Phase 2 Starting September 2025	Phase 3 Starting September 2026
<p>1.1</p> <p>Complete a review of HR policies and support programs to ensure they meet the needs of communities experiencing marginalization in the County</p>	<p>Review existing County of Dufferin policies, documents, and collective agreements with an anti-racist lens. Ensure accessibility, clarity and inclusive language is represented throughout.</p> <p>Complete an assessment of both Collective Agreements in partnership with union representatives (CUPE and ONA) to assess the opportunities for more flexible work schedules, representational diversity, and an equity-focused approach to seniority-based selection criteria.</p> <p>Connect and partner with both union representatives to understand their Equity strategy and where the County of Dufferin might be supportive (ie. representation of Black, Indigenous and racialized peoples in the bargaining process and committee).</p>		<p>Engage with accessibility &amp; disability specialists to identify key areas of opportunity for more inclusive work practices.</p>
<p>1.2</p> <p>Create safer community spaces and supports that enable everyone to share opinions and concerns</p>	<p>*Design an Employee Resource Group (ERG) strategy that clearly outlines the process for bringing an ERG to life at the County of Dufferin and how to access resources and leadership support.</p> <p>Support ERGs in collaborating and sourcing support from the Senior Management Team.</p>	<p>Create an anonymous reporting system separate from the Harassment and Discrimination process that allows employees to share feedback or file a complaint.</p>	<p>Create informal community learning opportunities focused on improving workplace experience, culture, and collaboration.</p> <p>Ensure part-time, weekend, and union team members can access this opportunity.</p>
<p>1.3</p> <p>Create clear guidelines and expectations for management relating to inclusive leadership, recognition, and psychological safety</p>	<p>Ensure that senior leadership team, supervisory roles, and hiring managers receive tailored training on the value and practice of inclusive leadership, inclusive feedback, and supporting team members in times of social and political crisis.</p>	<p>Establish a set of formal and informal recognition tools that can be leveraged by hiring managers and senior leadership.</p>	<p>Develop an Inclusive Leadership Index and metrics that outlines the leadership behaviours required for management positions at the County.</p>



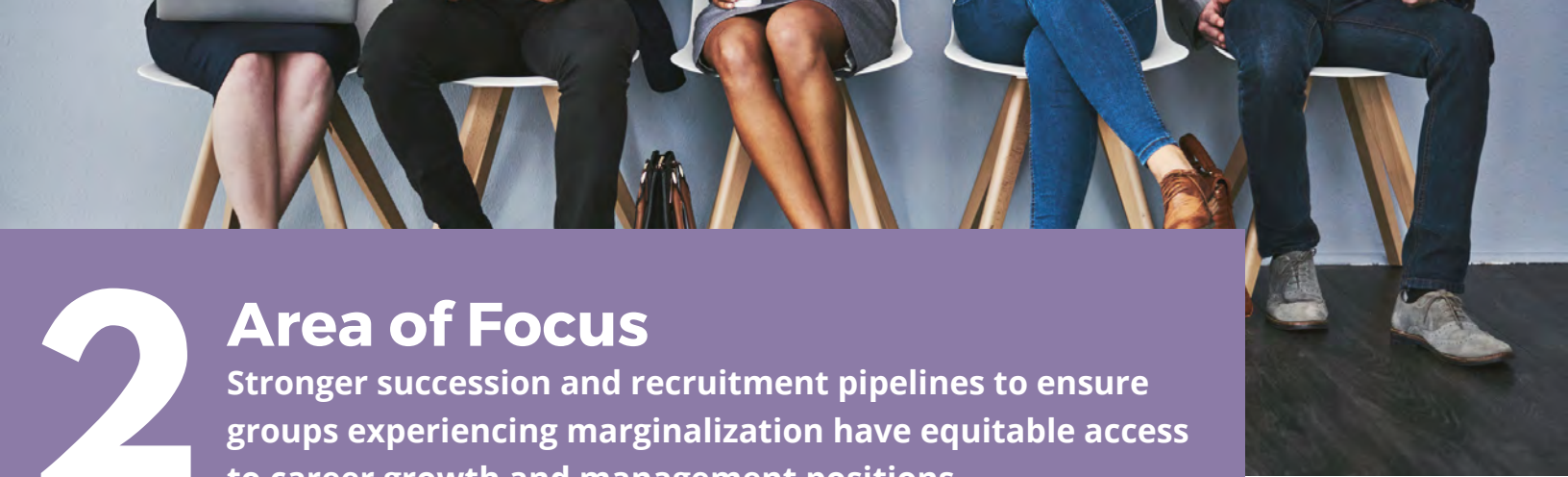
# Area of Focus #1

## Full Strategic Roadmap

Increased feelings of trust, belonging, and wellness at the County of Dufferin, specifically for Black people, racialized women, LGBTQ+ people, caregivers, Dufferin Oaks, and those with accessibility needs

\*Tactics that have been moved into planning & implementation for 2024

	Phase 1 Starting September 2023	Phase 2 Starting September 2025	Phase 3 Starting September 2026
<p>1.4</p> <p>Establish a wellness-focused organizational culture that prioritizes individuals' physical, emotional, and mental well-being</p>	<p>*Establish a team-building budget for each department, and create an annual plan for supporting team member wellness, collaboration, and appreciation.</p> <p>*Complete a review of the team member benefits package, and update to incorporate inclusive benefits that prioritize wellness, gender-affirming care, and flexibility for caregivers.</p>	<p>Implement policies and provide flexible work arrangements supporting work-life integration, diverse family structures, and diverse needs of the workforce.</p>	<p>Offer programs that support mental health and wellness, such as counselling services, mindfulness training, and stress management workshops.</p> <p>Create tailored programs and supports for employees who experience the unique stressors of systemic racism and microaggressions.</p>
<p>1.5</p> <p>Create a focused Equity plan for Dufferin Oaks</p>	<p>*Create a set of strategies and interventions that are responsive to the Equity Audit Findings and Town Hall ideation meetings.</p> <p>*Source and hire an onsite Equity Advisor to support the finalization and implementation of Dufferin Oaks equity initiatives.</p>	<p>Update to reflect tactics for Dufferin Oaks Equity Plan</p> <p>Update to reflect tactics for Dufferin Oaks Equity Plan</p>	
<p>1.6</p> <p>Create anti-racism plans based off of Equity Audit Findings report</p>	<p>*Source and execute an anti-racism in the Workplace training that is regularly available to new and current team members.</p>	<p>Create an anti-Black racism plan in response to Equity Audit Findings.</p>	<p>Update to reflect tactics for Anti-Racism focused tactics</p>



# 2

## Area of Focus

Stronger succession and recruitment pipelines to ensure groups experiencing marginalization have equitable access to career growth and management positions

### Goals

#### 2.1

Establish a clear and defined recruitment and hiring framework that ensures diversity, equity, and inclusion are central considerations throughout the process

#### 2.2

Cultivate a recruitment pipeline that reflects the diversity in the County

#### 2.3

Establish EDI as a priority within the design of the performance management appraisal system and growth conversations at the County

## Area of Focus #2

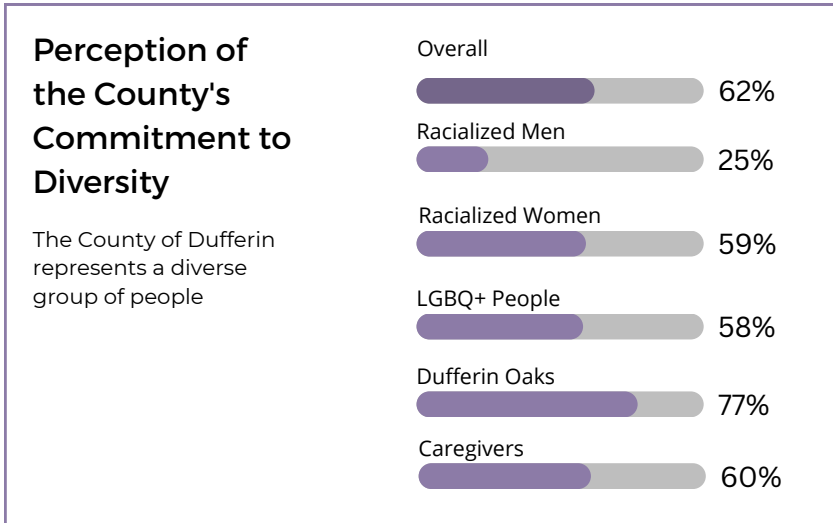
# Supporting Insights

County of Dufferin respondents were typically white (77%), heterosexual (82%), and without accessibility needs (77%). The majority of respondents are caregivers (76%), meaning that they have others depending on them for care.



**10%** of racialized women hold reporting manager positions. The lack of racialized women in reporting manager roles is something to examine critically.

The primary qualitative theme amongst team members was for the County to **prioritize retention**. This is especially true for those from groups experiencing underrepresentation and marginalization at the County, such as LGBTQ+ people, people with accessibility needs, caregivers, and Black people.



The groups that are both underrepresented and experiencing marginalization at the County, have a lower perception of the County's commitment to building a diverse organization and teams.

# Area of Focus #2

## Full Strategic Roadmap

Stronger succession and recruitment pipelines to ensure groups experiencing marginalization have equitable access to career growth and management positions

\*Tactics that have been moved into planning & implementation for 2024

	Phase 1 Starting September 2023	Phase 2 Starting September 2025	Phase 3 Starting September 2026
<p>2.1</p> <p>Establish a clear and defined recruitment and hiring framework that ensures diversity, equity, and inclusion are central considerations throughout the process</p>	<p>*Review the current application process and job postings for the County. Prioritize using inclusive language, accommodation requests, pronoun sharing, and detailed outlines of inclusive benefits</p> <p>Establish standard interview guides and evaluation criteria for each department in the County.</p> <p>Complete the roll-out, communications, and associated training needed for the Recruitment Equity Tool. Create an assessment that measures its use and efficacy.</p>	<p>Track applicant recruitment through Applicant Tracking System (ATS) or Human Resources Information System (HRIS), implementing a voluntary self-identification process.</p> <p>Use this to determine where underrepresented people are facing barriers in the process.</p>	<p>Create a process for building hiring panels that are representative of a diverse workforce.</p> <p>Acknowledge representational gaps in management positions, and establish equitable hiring targets that reflect the County's commitment to diversity and inclusion.</p>
<p>2.2</p> <p>Cultivate a recruitment pipeline that reflects the diversity in the County</p>	<p>*Create a network of job boards, non-profit partners, and recruiting firms that serve communities experiencing marginalization.</p> <p>Expand recruitment and job posting efforts based on the current gaps in the County, specifically transgender people, gender non-binary people, people with cognitive accessibility needs, and people with physical accessibility needs and racialized people (Indigenous Peoples, Black people, and Asian people.)</p> <p>Create an community outreach and partnership strategy focused on developing relationships with local Indigenous nations, and organizations to support recruitment and equity efforts.</p>	<p>Create college, university, non-profit partnerships focusing on attracting candidates from communities experiencing marginalization and underrepresentation in the County.</p> <p>Update with tactics emerging from partnership strategy</p>	

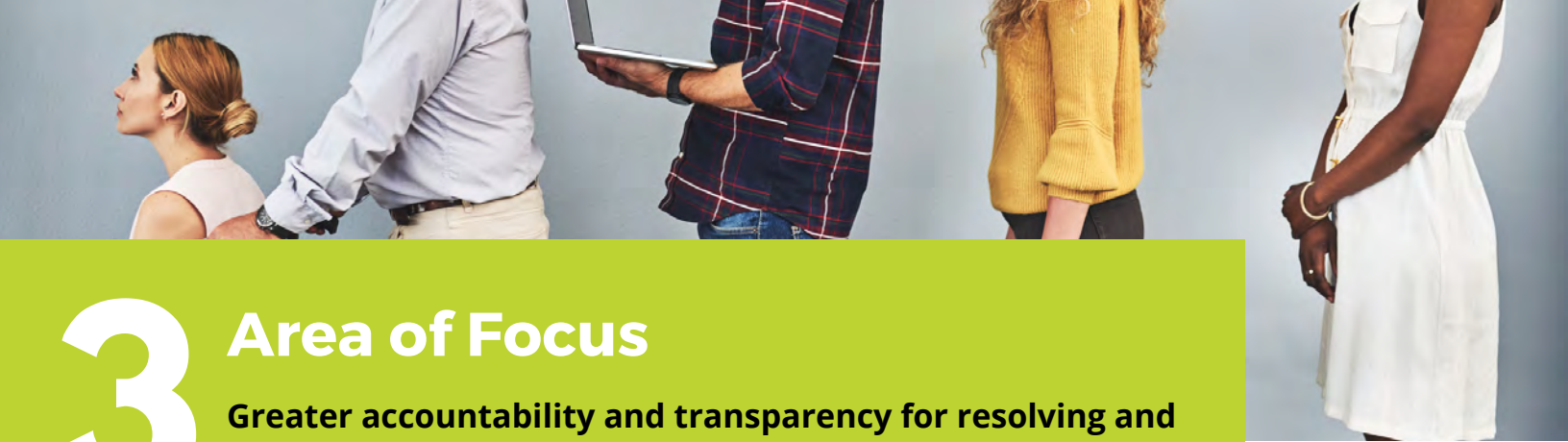
# Area of Focus #2

## Full Strategic Roadmap

Stronger succession and recruitment pipelines to ensure groups experiencing marginalization have equitable access to career growth and management positions

\*Tactics that have been moved into planning & implementation for 2024

	<b>Phase 1</b> Starting September 2023	<b>Phase 2</b> Starting September 2025	<b>Phase 3</b> Starting September 2026
<p>2.3</p> <p>Establish Equity, Diversity and Inclusion (EDI) as a priority within the design of the performance management and appraisal system at the County</p>	<p>Work on this goal will begin in Phase 2</p>	<p>Conduct comprehensive stay/exit interviews with departing employees to gain insights into their experiences and reasons for leaving the organization.</p> <p>Examine the process for the termination for lack of clarity and the potential for discrimination.</p> <p>Create a process for guiding succession discussions to ensure accountability for organizational inclusion and representational diversity.</p> <p>Create a clear and accessible communications plan that provides all employees with an understanding of the County's open roles and the succession process.</p>	<p>Create targeted professional development opportunities and leadership training programs, ensuring equitable access for underrepresented and marginalized groups.</p> <p>Establish an optional multi-rater feedback process, such as 360 feedback, to provide more comprehensive feedback to employees and allow them to seek out information on their strengths and improvement areas.</p> <p>Institute a <u>modified "Rooney Rule"</u> for all new open management roles, requiring that the search process is not completed until at least four members of groups experiencing marginalization and underrepresentation advance to the final stages of the selection process.</p>



# 3

## Area of Focus

**Greater accountability and transparency for resolving and responding to harassment and discrimination**

### Goals

#### 3.1

Audit the effectiveness and clarity of the Respect in the Workplace policy at the County of Dufferin

#### 3.2

Create ongoing, action-oriented training that prevents harassment and discrimination

## Area of Focus #3

# Supporting Insights

Within the County, there are a high number of team members who have experienced harassment and discrimination

I have experienced harassment at the County of Dufferin

Overall 35%



Back People 78%



Racialized People 44%



Dufferin Oaks 39%



LGBQ+ People 50%



With Accessibility Needs 45%



I have experienced discrimination at the County of Dufferin

Overall 21%



Black People 56%



Racialized People 28%



Dufferin Oaks 24%



LGBQ+ People 27%



With Accessibility Needs 33%



Team members feel there have been inadequate responses regarding several workplace issues at the County of Dufferin. They feel leadership **needs greater accountability to be actively anti-racist internally and externally.**

**26% of people** fear retaliation for reporting harassment  
And **33%** fear retaliation for reporting discrimination.

# Area of Focus #3

## Full Strategic Roadmap

Greater accountability and transparency for resolving and responding to harassment and discrimination

\*Tactics that have been moved into planning & implementation for 2024

	Phase 1 Starting September 2023	Phase 2 Starting September 2025
<p><b>3.1</b></p> <p><b>Audit the effectiveness and clarity of the Respect in the Workplace policy at the County of Dufferin</b></p>	<p>*Review and update the language in the Respect in the Workplace policy to encourage users to start from a place of belief and incorporate language suggestions in the Supplemental Review.</p>	<p>Develop a whistleblower policy that protects employees who report misconduct and ensures accountability for all individuals involved.</p>
	<p>Develop a data management framework and policy that details the confidentiality and security of all information related to incidents of harassment and discrimination.</p> <p>Review and select a set of organizational mechanisms to protect against harmful biases within investigation processes, such as gathering a diverse committee of investigators, keeping more detailed records to uncover bias patterns and investigation outcomes, and considering third-party mediation.</p>	
<p><b>3.2</b></p> <p><b>Create ongoing, action-oriented training that prevents harassment and discrimination</b></p>	<p>*Create management training that focuses on creating psychologically safer spaces, ensuring that all people leaders, local executives, and senior leaders are equipped with the tools and resources to support team members and manage conflict.</p>	<p>Source resources and learning experiences that combat “commonplace” discrimination and harassment like jokes, innuendo, microaggressions, and bullying.</p>
	<p>*Ensure the Respect in the Workplace policy is a part of onboarding for all new team members.</p>	



A photograph of a classroom with rows of black chairs and white desks, viewed from the side. The room is brightly lit, and a whiteboard is visible in the background.

# 4 Area of Focus

Empower individual accountability for EDI change through learning and community dialogue

## Goals

### 4.1

Create a foundational understanding and awareness of EDI efforts and progress at the County of Dufferin

### 4.2

Build capacity for understanding, supporting, and respecting difference at the County of Dufferin

### 4.3

Create targeted EDI learning outcomes and competencies. for each business function at the County of Dufferin

## Area of Focus #4

# Supporting Insights

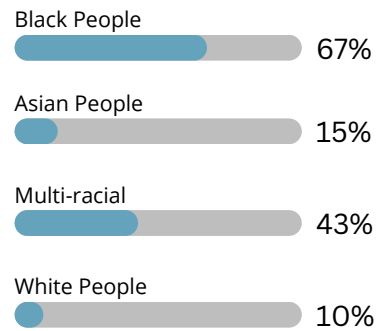
The Equity Audit Findings shared that some people within the County of Dufferin indicate feeling threatened by EDI efforts or misunderstanding their intention. The qualitative data reinforces the need for deeper dialogue, and pragmatic and integrated training at all levels.



### Racial Justice and the Impact on Mental Health

Black or multiracial team members feel the impact of racial injustices on their mental health more than their peers.

Racial Justice Issues are currently impacting my mental health.



Team members want to address **harmful language and behaviours** that contribute to racial exclusion and inequities that team members may not be aware of or may be contributing to uncritically.

A lack of **cultural competence and cultural humility**, as well as an awareness gap, underpinned many of the experiences of people at the County of Dufferin.

# 65%

Leadership understands that diversity is critical to our future success.

# 55%

Believe the County demonstrates a commitment to meeting the needs of team members with accessibility needs.

# 21%

I feel like the County of Dufferin is doing enough to discuss racial justice issues within the organization.

# Area of Focus #4

## Full Strategic Roadmap

Empower individual accountability for EDI change through learning and community dialogue

\*Tactics that have been moved into planning & implementation for 2024

	Phase 1 Starting September 2023	Phase 2 Starting September 2025	Phase 3 Starting September 2026
<p>4.1</p> <p>Create a foundational understanding and awareness of EDI efforts and progress at the County of Dufferin</p>	<p>*Integrate an update on EDI initiatives during Corporate Strategy town hall updates. Create opportunities for open discussion and awareness building.</p>	<p>Create and share an EDI scorecard that aligns the County on current progress, goals, and emerging initiatives.</p>	<p>Standardize critical aspects of onboarding to ensure that every employee receives consistent and comprehensive information on anti-racist, anti-colonial and anti-oppressive principles that govern County culture and workplace practices.</p>
<p>4.2</p> <p>Build capacity for understanding, supporting, and respecting difference at the County of Dufferin</p>	<p>*Incorporate foundational EDI curriculum in onboarding all new team members.</p>	<p>Create a calendar of holidays, celebrations and observances highlighting employee celebrations and important moments (like Mental Health). Create a process for content development, programming, and a policy refresh that aligns with relevant observances.</p>	<p>Source a series of learning opportunities focused on visible and non-visible disabilities and leading practices for inclusive and accessible meetings.</p>
<p>4.3</p> <p>Create targeted EDI learning outcomes and competencies for each business function at the County of Dufferin</p>	<p>*Work with department leadership to identify and prioritize learning opportunities for each department.</p> <p>Create measurable EDI competencies and skills to support the measurement of learning outcomes.</p>	<p>Create regular learning opportunities for all team members to discuss racial injustice, instances of exclusion, and discrimination County and beyond.</p>	<p>Incorporate EDI competencies into the job descriptions to ensure that all positions prioritize and promote EDI competencies throughout the employee lifecycle, starting at recruitment and selection</p>
		<p>Source and roll out a recruitment series focusing on upskilling the recruitment team, hiring managers, and senior leadership including equity competencies.</p>	



# RESOURCING

## 1. Budget & Staffing

The budget of the Equity Strategic Plan should reflect the priority tactics being implemented each year. The budget can be distributed based on the impacted department or consolidated into one shared budget. To support a sustained momentum, the People & Equity department has recommended additional members be hired to support implementation.

- **Manager of Equity** to oversee the implementation & Equity Strategy Implementation Advisory Committee
- **Human Rights Officer/Investigator** to lead the proactive and reactive work to address all of the details related to harassment and discrimination
- **Policy Analyst/Writer** to implement the Supplemental Report
- **2nd Equity Advisor** to support Dufferin Oaks, as it was highlighted in the Findings report as an area of concern and with over half of the County's staff

## 2. Equity Strategy Implementation Advisory Committee

The Equity Strategy Implementation Advisory Committee will act as stewards of the County of Dufferin's Equity Strategy. They will provide advice, direction, and support for the initiatives implemented throughout the four-year strategy. The initiative's owners and SMT will seek out the support of this group as initiatives are designed, executed, and shared. They would focus on:

- Sharing opportunities, learning experiences, and updates
- Acting as champions and mentors for their division/department
- Providing feedback on initiatives
- Participating in task completion for Equity initiatives
- Supporting the research and implementation of Equity initiatives



## Closing Remarks

We want to first thank all of the staff that contributed to the creation of the County of Dufferin's first-ever Equity Strategy, this was truly a collaborative process. This includes all of the courageous staff that participated in the Equity Audit, thank you. It was your feedback, insight, and sharing of your lived experiences that laid the foundation for the development of the Equity Strategy. **Thank you to the Equity Strategic Plan Working Team!** You spent countless hours preparing for meetings, a great deal of time in our planning meetings sharing your wisdom to help create this comprehensive plan. We also want to thank our Senior Leadership Team and County Council, Without your support, provision of resources, and strategic guidance, the development of Equity Strategy would not have been possible.

While we should be proud of our progress, we must confront harsh truths without sugar-coating. The County of Dufferin has systemic inequities that it must acknowledge and deal with head-on. We know from our Equity Audit Findings that not all staff are experiencing the organization the same way. We know that staff who identify as Black, racialized women, LGBTQ+, persons with disabilities, Dufferin Oaks, and caregivers are having some of the worst outcomes and experiences in our organization. Our Equity Audit Findings indicate that some staff interpret equity and anti-oppression efforts as being "anti-white" and that addressing researched and documented inequities in the organization is interpreted by some as taking away from others. We know from our data that issues relating to harassment, discrimination, psychological safety, racial justice, and inclusion are some of the pressing issues that staff at the County are calling on leadership to substantively address.

We face a significant challenge, but also a great opportunity to transform the County of Dufferin into an organization that strives for the best version of itself; one that lives up to its values and ideals, and aligns Equity with the ambitions of our Corporate Strategic Plan. Some staff will have bigger roles to play than others, but each role we have to play in becoming a more equitable organization is an important one! Our Equity Strategy is a data-informed, structured, and comprehensive approach to addressing systemic inequities that were identified through staff's lived experience and a review of County data and policy.

The Equity Strategy was also a collaborative effort that included the voices of all departments across the organization and centered the voices of those staff who are experiencing the worst outcomes. This strategy not only creates a pathway to address systemic inequities and discrimination, but this plan creates hope for all staff and stakeholders that the County of Dufferin is committed and resolute in meeting and surpassing its equity goals and is determined to be an equitable organization that is welcoming and safe for all.



**W. & M. Edelbrock  
Centre, 30 Centre Street,  
Orangeville, ON L9W 2X1**

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## **INFRASTRUCTURE & ENVIRONMENTAL SERVICES COMMITTEE MINUTES**

**Thursday, August 24, 2023 at 9:00 a.m.**

The Committee met at 9:00 a.m. at the W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville.

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

**Members Present:** Councillor Shane Hall (prior notice)  
Councillor Fred Nix (prior notice)

**Other Members Present:** Councillor Earl Hawkins

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

Chair Gerrits called the meeting to order at 9:03 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**

Andrew Stirk, an Amaranth business owner, addressed the Committee regarding Item #2 – Speed & Passing Zone Review – Dufferin Road 11. He owns a business on County Road 11 just north of County Road 109. There is great concern from the businesses in the area regarding irrational driving, including excessive speeding and unsafe passing. He is hoping the County will consider a no passing zone in addition to speed reduction.

## **REPORTS**

1. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 24, 2023 – ITEM #1  
Updated Dufferin County Road Network Rationalization Plan

Michael Cullip, Vice President, Tatham Engineering, presented to the Committee regarding the Road Rationalization Plan.

A report from the Director of Public Works/County Engineer, dated August 24, 2023, to provide an update on the Road Network Rationalization Plan.

**Moved by Councillor Taylor, seconded by Councillor Soloman**

**THAT the report of the Director of Public Works/County Engineer, dated August 24, 2023, Updated Dufferin County Road Network Rationalization Plan, be received;**

**AND THAT the Dufferin County Road Network Rationalization Plan be adopted, excluding uploading Riddell Road to the County Road network;**

**AND THAT staff be directed to proceed with implementation.**

**-Carried-**

2. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 24, 2023 – ITEM #2  
Speed & Passing Zone Review – Dufferin Road 11

A report from the Director of Public Works/County Engineer, dated August 24, 2023, to provide the results of a general review of Dufferin Road 11 between Dufferin Road 109 and 5 Sideroad Amaranth.

**Moved by Warden Mills, seconded by Councillor Horner**

**THAT the report of the Director of Public Works/County Engineer, dated August 24, 2023, Speed and Passing Zone Review – Dufferin Road 11, be**  
Infrastructure & Environmental Services Committee Minutes – August 24, 2023



received;

**AND THAT staff be directed to revise the posted speed limit of the southern portion of Dufferin Road 11 to 70 km/hr;**

**AND THAT Schedule H of the Consolidated Traffic By-Law 2005-32 be revised to include the following:**

<b>County Road Number</b>	<b>From</b>	<b>To</b>
<b>11</b>	<b>A point situated at the northern limit of Dufferin Road 109</b>	<b>A point situated 250 metres north of Shannon Court</b>

**-Carried-**

3. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 24, 2023 – ITEM #3**  
Dufferin County Forest – Oak Wilt Response

A report from the Director of Public Works/County Engineer, dated August 24, 2023, to update Council on expanded precautions and the public communication campaign regarding Oak Wilt.

**Moved by Councillor McLean, seconded by Councillor Soloman**

**THAT the Report, Dufferin County Forest – Oak Wilt Response, dated August 24, 2023, from the Director of Public Works/County Engineer, be received.**

**-Carried-**

4. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 24, 2023 – ITEM #4**  
Household Hazardous Waste Services Update and Event Request

A report from the Director of Public Works/County Engineer, dated August 24, 2023, to provide an update on the Household Hazardous Waste service review and a request from the Township of Mulmur.

**Moved by Warden Mills, seconded by Councillor Soloman**

**THAT the report of the Director of Public Works/County Engineer, dated August 24, 2023, Household Hazardous Waste Services Update and Event**

**Request, be received.**

**-Carried-**

**ADJOURNMENT**

The meeting adjourned at 10:52 p.m.

**NEXT MEETING:** Thursday, September 28, 2023  
W & M Edelbrock Centre, Dufferin Room, 30 Centre Street,  
Orangeville ON

Respectfully submitted,

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



## **GENERAL GOVERNMENT SERVICES COMMITTEE MINUTES**

**Thursday, August 24, 2023 at 11:00 a.m.**

The Committee met at 11:00 a.m. at the W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville.

**Members Present:**

Warden Wade Mills (Acting Chair)  
Councillor Guy Gardhouse  
Councillor Chris Gerrits  
Councillor Philip Rentsch  
Councillor Steve Soloman  
Councillor Todd Taylor

**Members Absent:**

Councillor John Creelman (Chair)(prior notice)  
Councillor Shane Hall (prior notice)

**Staff Present:**

Sonya Pritchard, Chief Administrative Officer  
Michelle Dunne, Clerk  
Rebecca Whelan, Deputy Clerk  
Aimee Raves, Manager of Corporate Finance,  
Treasurer  
Rohan Thompson, Director of People & Equity  
Brenda Wagner, Administrator, Dufferin Oaks

Acting Chair, Warden Mills, called the meeting to order at 11:06 a.m.

### **LAND ACKNOWLEDGEMENT STATEMENT**

Acting Chair, Warden Mills, shared the Land Acknowledgement Statement.

### **ROLL CALL**

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

## **DECLARATIONS OF PECUNIARY INTEREST**

Councillor Taylor declared a pecuniary interest regarding Item #9 – Annual Cost of Living Adjustment, noting a family member is employed by Dufferin County.

## **PUBLIC QUESTION PERIOD**

There were no questions from the public.

## **REPORTS**

1. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #1  
Headwaters Community in Action (HCIA) Mid-Year Report

A presentation and report Jennifer Payne, Executive Director, Headwaters Communities In Action, dated August 24, 2023, to present a mid-year report on activities.

### **Moved by Councillor Gerrits, seconded by Councillor Rentsch**

**THAT the report from Headwaters Communities In Action, dated August 24, 2023, with a mid-year report on activities, be received.**

**-Carried-**

2. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #2  
Access Dufferin Minutes

Minutes from the Access Dufferin meetings on June 21, 2023, July 19, 2023 and August 16, 2023.

### **Moved by Councillor Taylor, seconded by Councillor Gerrits**

**THAT the minutes from the Access Dufferin meetings on June 21, 2023, July 19, 2023, and August 16, 2023, be adopted.**

**-Carried-**

3. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #3  
Diversity, Equity and Inclusion Community Advisory Committee Updates:  
Recommended Appointments & Selection Process

A report from the Director of People & Equity, dated August 24, 2023, to provide

Council with an update about the recommended appointments of community applicants that applied to be members of the Diversity Equity Inclusion Community Advisory Committee (DEICAC).

**Moved by Councillor Taylor, seconded by Councillor Gardhouse**

**THAT the report of the Director People & Equity titled Diversity Equity Inclusion Community Advisory Committee Updates: Recommended Appointments & Selection Process, dated August 24, 2023, be received;**

**AND THAT the names being put forward for appointment to the Diversity Equity Inclusion Community Advisory Committee be approved.**

**-Carried-**

4. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #4  
County of Dufferin Equity Strategy Update

A report from the Director of People & Equity, dated August 24, 2023, to provide an update on the Equity Strategy and next steps to begin implementation.

**Moved by Councillor Soloman, seconded by Councillor Gerrits**

**THAT the report of the Director People & Equity, titled County of Dufferin Equity Strategy Update, dated August 24, 2023, be received.**

**-Carried-**

5. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #5  
Anti-Racism & Intersectional Oppression Training Program

A report from the Director of People & Equity, dated August 24, 2023, to outline a capacity building/training program focused on the topics anti-racism and intersectional oppression for County staff.

**Moved by Councillor Gardhouse, seconded by Warden Mills**

**THAT the report of the Director People & Equity, titled Anti-Racism and Intersectional Oppression Training Program, dated August 24, 2023, be received;**

**AND THAT County Council approve a single source expenditure of \$200,000 for the development and delivery of a 10 module Anti-Racism and**

**Intersectional Oppression Training program with Stephanie Nixon and Associates Inc.;**

**AND THAT the cost of the one-time development of the program be funded as follows: \$50,000 from the current year corporate training budget and \$150,000 from the Rate Stabilization Reserve.**

**-Carried-**

6. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #6  
2024 Budget Schedule

A report from the Manager of Corporate Finance, Treasurer, dated August 24, 2023, to provide Council with the 2024 budget schedule.

**Moved by Councillor Gerrits, seconded by Councillor Gardhouse**

**THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, outlining the 2024 budget schedule, be received.**

**-Carried-**

7. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #7  
Tax Policy Review

A report from the Manager of Corporate Finance, Treasurer, dated August 24, 2023, to provide Council with an update on the tax policy review.

**Moved by Councillor Rentsch, seconded by Warden Mills**

**THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the tax policy review, be received;**

**AND THAT the multi-residential class ratio be reduced to 1.7 in 2024, 1.4 in 2025 and 1.1 in 2026;**

**AND THAT the Vacant Land and Excess Land Discounts be eliminated as of 2024.**

**-Carried-**

8. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #8  
Digital Modernization Project Update

A report from the Manager of Corporate Finance, Treasurer, dated August 24, 2023, to update Council on the progress of the Finance and Human Resources information system digital modernization project.

**Moved by Councillor Gardhouse, seconded by Councillor Rentsch**

**THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the digital modernization project update, be received.**

**-Carried-**

Councillor Taylor declared a pecuniary interest in Item #9 and left the meeting at 12:01 p.m.

9. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #9  
Annual Cost of Living Adjustment

A report from the Manager of Corporate Finance, Treasurer, dated August 24, 2023, to recommend the non-union annual cost of living adjustment for 2024.

**Moved by Councillor Rentsch , seconded by Councillor Gerrits**

**THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the annual cost of living adjustment, be received;**

**AND THAT the non-union cost-of-living adjustment for 2024 be set at 4% with an effective date of April 1, 2024.**

**-Carried-**

Councillor Taylor rejoined the meeting at 12:04 p.m.

### **CORRESPONDENCE**

10. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #10  
Town of Caledon

Correspondence from the Town of Caledon, dated August 2, 2023, to advise of the transfer of Part III Provincial Offences Act prosecutions by the Province was

presented to the Committee for information purposes.

**ADJOURNMENT**

The meeting adjourned at 12:04 p.m.

**NEXT MEETING:** Thursday, September 28, 2023  
W & M Edelbrock Centre, Dufferin Room, 30 Centre Street,  
Orangeville ON

Respectfully submitted,

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





## **HEALTH & HUMAN SERVICES COMMITTEE MINUTES**

**Thursday, August 24, 2023 at 1:00 p.m.**

The Committee met at 1:00 p.m. at the W & M Edelbrock Centre, 30 Centre St, Orangeville.

**Members Present:** Councillor Darren White (Chair)  
Councillor Guy Gardhouse  
Councillor Earl Hawkins  
Councillor Gail Little  
Councillor James McLean  
Warden Wade Mills (joined at 2:05 p.m.)  
Councillor Fred Nix  
Councillor Lisa Post  
Councillor Philip Rentsch

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

Chair White called the meeting to order at 1:00 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**

There were no questions from the public.

## **DELEGATIONS**

1. HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #1  
Dufferin Men’s Shelter

Erin Goodyear, Director, and Brian Scott, Board Member, Dufferin Men’s Shelter, delegated regarding current funding gaps and a request for support. Dufferin Men’s Shelter is requesting \$116,000 to continue operating until the end of the year, as well as ongoing funding. The Committee directed staff to work with the shelter to look for sustainable funding solutions and options, as well as bring forward a report regarding the progress to September Council.

## **REPORTS**

2. HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #2  
Paramedic Agreement Extension

A report from the Manager of Corporate Finance, Treasurer and Chief Paramedic, dated August 24, 2023, to seek Council approval to exercise the two-year extension clause within the current Paramedic Services Agreement with Headwaters Healthcare Centre.

### **Moved by Councillor Post, seconded by Councillor Nix**

**THAT the report of the Manager of Corporate Finance, Treasurer and Chief Paramedic, regarding the Paramedic Agreement extension, dated August 24, 2023, be received;**

**AND THAT the Agreement for Provision of Paramedic Services with Headwaters Health Care Centre be extended for a period of two years, ending December 31, 2025.**

**-Carried-**

3. HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #3  
Community Services Activity Report – Second Quarter 2023

A report from the Director of Community Services, dated August 24, 2023, to provide Council with quarterly infographics that summarize the work undertaken by the Community Services Department, across Housing Services, Ontario Works and Early Years and Child Care (EYCC) Divisions.

**Moved by Councillor Little, seconded by Councillor Gardhouse**

**THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Second Quarter 2023, dated August 24, 2023, be received.**

**-Carried-**

4. HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #4  
Annual Rent Increase Guideline 2024

A report from the Director of Community Services, dated August 24, 2023, to seek approval to apply the Annual Rent Increase, as set by the Province, to the Market rents and Affordable rents for County-owned community housing locations.

Warden Mills joined the meeting at 2:05 p.m.

**Moved by Councillor Post, seconded by Councillor Little**

**THAT the report of the Director, Community Services dated August 24, 2023, titled Annual Rent Increase Guideline 2024, be received;**

**AND THAT the 2024 Market Rents of County of Dufferin owned housing units be increased by the maximum level of 2.5% over the previous year.**

**-Carried-**

5. HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #5  
Social Services Relief Fund

A report from the Director of Community Services, dated August 24, 2023, to detail the final spend for all phases of the Social Services Relief Funding (SSRF).

**Moved by Councillor McLean, seconded by Councillor Hawkins**

**THAT the report of the Director, Community Services, titled Social Services Relief Funding Update, dated August 24, 2023, be received.**

**-Carried-**

6. HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #6  
Dufferin Oaks Capital Workplan Update

A report from the Administrator of Dufferin Oaks, dated August 24, 2023, to provide an update regarding necessary changes to the Dufferin Oaks Capital Workplan.

**Moved by Councillor Post, seconded by Councillor Hawkins**

**THAT the report of the Administrator, dated August 24, 2023, regarding the 2023 Capital Workplan Update, be received;**

**AND THAT the upgrade to the Nurse Call System be awarded through Single Source procurement;**

**AND THAT additional costs for the parking lot paving project be funded through the current Dufferin Oaks Capital Reserve Fund;**

**AND THAT the Dufferin Oaks Capital Workplan be adjusted accordingly.**

**-Carried-**

**CORRESPONDENCE**

7. HEALTH & HUMAN SERVICES – August 24, 2023 – ITEM #7  
Federation of Northern Ontario Municipalities

Correspondence from Federation of Northern Ontario Municipalities, dated July 19, 2023, requesting a resolution of support for more funding to address Ontario's housing challenges.

**Moved by Councillor Nix, seconded by Councillor McLean**

**THAT the following resolution from the Federation of Northern Ontario Municipalities, be supported:**

**WHEREAS the Federal and Provincial Governments need to support their most vulnerable households, the ones who are or are at risk of becoming homeless. Overall, housing and services for low-income, vulnerable, or marginalized people should be a primary consideration moving forward so we help those who need it the most;**

**WHEREAS Dufferin County understands every community across Ontario is impacted by a need for affordable housing and support for people at risk of homelessness. Municipal governments are working in collaboration with all orders of government to invest in permanent solutions to the housing and homelessness crisis in Ontario;**

**WHEREAS the Dufferin County understands that the Federal National Housing Strategy allocation formula to provinces and territories for jointly funded housing initiatives, roughly follows their share of the national population. This approach leaves Ontario underfunded because, as per the 2021 Census figures, the number of Ontario households in Community Housing Network as a share of the national total is 44.1 percent, which is well above the provincial share of the national population at 38.5 percent. This is also by far the highest share of national Community Housing Network relative to every other province and territories;**

**WHEREAS receiving a by-population allocation from the federal government hampers Ontario's ability to reach more of those households in need that require assistance with housing;**

**WHEREAS the lack of ongoing federal operating funding for National Housing Strategy initiatives leads to significant underfunding for subsidized housing projects and can undermine the physical and financial viability of the community housing stock;**

**WHEREAS a similar situation occurs with federal homelessness funding to Ontario through Reaching Home, where the share allocated to Ontario is also below the provincial share of Community Housing Network nationally;**

**WHEREAS there is an inequitable distribution of Reaching Home funding in Ontario as only 25 of 47 Service Managers have designated communities receiving funding under the program, despite the prevalence of need across the entire Province;**

**WHEREAS Dufferin County understand the federal government takes the position that its role is to provide capital funding while Provinces and Territories are to fund operating expenses, but this approach does not create an equitable sharing of the burden of funding long term operating costs, which continue for the life of a project;**

**WHEREAS taken altogether, the underfunding to Ontario for housing and homelessness relative to its share of national Canadian Housing Network amounts to approximately \$480 million over the term of the Federal National Housing Strategy;**

**WHEREAS the federal government previously provided leadership in ensuring the long-term financial and physical viability of the social housing stock under the Social Housing Agreement for several decades through federal social housing operating agreements that provided funding for both mortgages and operating costs;**

**WHEREAS without some flexibility on the part of the federal government, Ontario and its municipalities will be poorly positioned to take advantage of this funding, and this will turn into a significant missed opportunity, leading to a further deterioration in the long-term physical and financial sustainability of the community housing stock;**

**THEREFORE BE IT RESOLVED Dufferin County also supports the provincial ask for federal operating funding for National Housing Strategy initiatives;**

**THEREFORE BE IT RESOLVED Dufferin County would appreciate the federal effort to repurpose this funding quickly from the main National Housing Co-Investment Fund program line, Service Managers across the province have indicated their challenges with meeting the terms of the federal proposal, particularly as they relate to cost matching and meeting the requirements for greenhouse gas emissions, energy efficiency and accessibility;**

**THEREFORE BE IT RESOLVED that Dufferin County would like need-driven indicators incorporated into the funding allocation formulas for all federal programs;**

**THEREFORE BE IT RESOLVED THAT FONOM appreciates the federal government's commitment to end chronic homelessness and wishes this to be inclusive across all areas of our province by expanding Reaching Home funding to all Service Managers;**

**THEREFORE BE IT RESOLVED** the Federation of Northern Ontario Municipalities (FONOM) also supports the provincial position in relation to the provinces and territories Repair Fund under the National Housing Co-Investment Fund;

**THEREFORE BE IT RESOLVED** the Federation of Northern Ontario Municipalities (FONOM) supports the Province of Ontario position on the application-based \$4 billion federal Housing Accelerator Fund. We wish to emphasize the importance of providing municipalities with maximum support in preparing applications to the HAF, understanding that some rural and northern municipalities may face capacity challenges in applying to this program on the anticipated tight timelines;

**THEREFORE BE IT RESOLVED** Dufferin County wishes to request that Canadian Mortgage and Housing Corporation consider actions taken by municipalities under the province's Housing Supply Action Plans into account when assessing municipal applications, recognizing that these initiatives have the potential to significantly increase the supply of housing in our communities;

**THEREFORE BE IT RESOLVED** Dufferin County believes the lack of ongoing federal operating funding for National Housing Strategy initiatives leads to significant underfunding for subsidized housing projects and can undermine the physical and financial viability of the community housing stock;

**THEREFORE BE IT RESOLVED** Dufferin County believes the federal government should heed the precedent of the Social Housing Agreement and recommit itself to funding operating costs that often stretch out over decades for the lifetime of a housing project. As an example, the Rapid Housing Initiative's 20-year affordability requirement and lack of federal operating dollars will very likely result in housing providers asking Service Managers and the provincial government to fund operating expenses to ensure the long-term affordability of units given housing providers' limited revenue-raising capacity;

**THEREFORE BE IT RESOLVED** this lack of ongoing federal operating funding for National Housing Strategy initiatives leads to significant underfunding for subsidized housing projects and can undermine the physical and financial viability of the community housing stock;

**THEREFORE BE IT RESOLVED** Dufferin County urges the Federal Government provide additional funding for Ontario so that we can deal with our shortages

**of safe and affordable housing and at the same time build safer and healthier communities for all our residents;**

**FURTHER IT BE RESOLVED THAT a copy of the resolution be forward to the individuals listed below for consideration and support, Prime Minister Trudeau, Minister Sean Fraser, Kyle Seeback, MP, Premier Ford, Minister Clark, Sylvia Jones, MPP, Leaders of the Federal and Provincial Opposition Parties, the Association of Municipalities of Ontario, and the Federation of Northern Ontario Municipalities.**

**-Carried-**

**ADJOURNMENT**

The meeting adjourned at 2:20 p.m.

**NEXT MEETING:** Thursday, September 28, 2023  
W & M Edelbrock Centre, 30 Centre St, Orangeville

Respectfully submitted,

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





## **COMMUNITY DEVELOPMENT AND TOURISM COMMITTEE MINUTES** **Thursday, August 24, 2023 at 3:00 p.m.**

The Committee met at 3:00 p.m. at the Edelbrock Centre, Dufferin Room, 30 Centre St, Orangeville.

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

**Members Absent:** Councillor John Creelman (prior notice)

**Staff Present:** Sonya Pritchard, Chief Administrative Officer  
Michelle Dunne, Clerk  
Rebecca Whelan, Deputy Clerk  
Cody Joudry, Director of Development and Tourism  
Becky MacNaughtan, Chief Building Official  
Yaw Ennin, Manager of Economic Development

Chair Horner called the meeting to order at 3:00 p.m.

### **LAND ACKNOWLEDGEMENT STATEMENT**

Chair Horner shared the Land Acknowledgement Statement.

### **DECLARATIONS OF PECUNIARY INTEREST**

There were no declarations of pecuniary interest.

### **PUBLIC QUESTION PERIOD**

There were no questions from the public.

## **REPORTS**

1. COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #1  
Museum Visitor and Outreach Statistics – Second Quarter

A report from the Director of Development and Tourism, dated August 24, 2023, to provide an update on the Museum visitor and outreach statistics for Q2.

**Moved by Warden Mills, seconded by Councillor Little**

**THAT the report of the Director of Development and Tourism, “Museum Visitor and Outreach Statistics Report Q2”, dated August 24, 2023, be received.**

**-Carried-**

2. COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #2  
2023 International Plowing Match & Rural Expo – Update

A report from the Director of Development and Tourism, dated August 24, 2023, to provide an update on the 2023 International Plowing Match and Rural Expo (2023 IPM).

**Moved by Councillor Post, seconded by Councillor Little**

**THAT the report of the Director of Development and Tourism, “2023 International Plowing Match and Rural Expo – Update”, dated August 24, 2023, be received.**

**-Carried-**

3. COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #3  
New Dufferin County Tourism Brand

A report from the Director of Development and Tourism, dated August 24, 2023, to provide an update on the development and rollout of the new tourism destination brand for Dufferin County.

**Moved by Councillor White, seconded by Warden Mills**

**THAT the report of the Director of Development and Tourism, “County Tourism Brand Development”, dated August 24, 2023, be received;**

**AND THAT the proposed brand be trialed at the International Plowing Match.**  
**-Carried-**

4. COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #4  
Shared Planning Services with Local Municipalities

A report from the Director of Development and Tourism, dated August 24, 2023, to outline the scope of possible shared planning services.

**Moved by Councillor Post, seconded by Councillor White**

**THAT the report of the Director of Development and Tourism, “Shared Planning Services with Local Municipalities”, dated August 24, 2023, be received;**

**AND THAT staff work with local municipal staff to determine the amount of time required for each type of planning service;**

**AND THAT the terms of the Planning Services Memorandum of Understandings be updated as required.**

**-Carried-**

5. COMMUNITY DEVELOPMENT & TOURISM – August 24, 2023 – ITEM #5  
Closed Session Report – Municipal Act Section 239 (2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

**Moved by Councillor White, seconded by Councillor Little**

**THAT Committee move into Closed Session (4:08 p.m.) in accordance with the Municipal Act, Section 239 (2)(f) – advice that is subject to solicitor-client privilege, including communications necessary for that purpose.**

**-Carried-**

While in Closed Session, Committee members received a confidential report from the Director of Development and Tourism.

**Moved by Councillor Hawkins, seconded by Councillor Little**

**THAT Committee move into open session (4:22 p.m.).**

**-Carried-**

**Moved by Councillor White, seconded by Councillor Little**

**THAT staff proceed as discussed during Closed Session.**

**-Carried-**

**ADJOURNMENT**

The meeting adjourned at 4:24 p.m.

**NEXT MEETING:** Thursday, September 28, 2023  
Edelbrock Centre, Dufferin Room, 30 Centre St, Orangeville

Respectfully submitted,

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



A community that grows together

Report To: Warden Mills and Members of County Council

Meeting Date: September 14, 2023

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**Subject: Fire Protection and Prevention Services Study**

**From: Sonya Pritchard, Chief Administrative Officer**

### **Recommendation**

**THAT the report from the Chief Administrative Officer, dated September 14, 2023, regarding a fire protection and prevention services study, be received.**

### **Executive Summary**

At the direction of Council, staff were tasked with preparing a report on the process of engaging subject matter experts to support a study on fire protection and prevention services with the goal of identifying options and recommendations for the most appropriate provision of fire prevention and protection services across Dufferin County.

Fire services were previously reviewed in 2020 during the Service Delivery Review of Shared Services. Information and recommendations from that report could be used as a starting point for a study focusing on alternatives for fire operations and governance and implementation.

### **Background & Discussion**

Section 2(1) of the Fire Protection and Prevention Act, SO 1997 obligates every municipality to (a) establish a program which must include public education with respect to fire safety and certain components of fire prevention; and (b) provide such other fire services as the municipality determines may be necessary in accordance with its needs and circumstances.

Councils of the Dufferin municipalities entered into agreements with other municipalities for the joint management and operation of fire departments and for the establishment of joint boards of management under the authority of Paragraph 5, Section 208 of the *Municipal Act, RSO 1980, C302*. Since that time, there have been several legislative updates to both the Municipal Act and the Fire Protection and Prevention Act, and conditions around the provision of fire services has changed dramatically.

Each of the joint fire service boards serving the municipalities within Dufferin County have been facing the increased challenges that come with a rapidly growing population, greater public scrutiny, climate change, increasing costs, decreasing provincial support, personnel recruitment and retention, equitable service provision, inconsistencies in basic equipment and out-dated communications technology. These challenges have been examined in other municipalities and the fire service board model has been found to no longer be an effective or an appropriate governance model.

Fires Services was included in the Service Delivery Review (SDR) [Part A – Shared Services](#) completed by Optimus SBR in 2020. The review looked at several shared services including fire and made recommendations around governance, cost efficiency, and capacity and competency. The final report provided the following recommendations:

- *Explore alternative structures/governance mechanisms for Fire Departments currently governed by Fire Boards*
  - *Explore the dissolution of current Fire Boards of Management and transfer the Fire Departments to a Member Municipality to reduce risk and increase efficiencies.*
- *Establish a regional Fire Chiefs Association*
  - *Establish a formal mechanism for Fire Departments to share asset management plans, discuss upcoming procurement needs, and identify opportunities for group purchases (for potential cost savings, and to ensure ongoing compatibility of equipment across Fire Departments). In order to find efficiencies and opportunities for joint procurement of significant assets, it is recommended that Fire Chiefs across Dufferin develop an Association for collaboration.*
- *Improve reporting and performance measurement.*
  - *It is recommended that reporting of fire services related performance be recorded for all fire departments and reported to the appropriate governing body.*

These recommendations are consistent with those coming from other jurisdictions who have undertaken similar studies of their respective fire services' delivery models.

Given the work completed to date, a subsequent study would not require a current state review but could focus on detailing options and an implementation plan for alternate structure and governance mechanisms. Although the County currently has no responsibility for fire services, the study could be coordinated by the County with input from each municipality. Another option would be to have one of the local municipalities lead and coordinate such a review. An RFP to procure the services of a subject matter expert would be required under either option.

**Financial, Staffing, Legal, or IT Considerations**

Based on reviews in other areas and taking the previous work completed the cost is estimated to \$50,000-\$75,000.

There are various legislative issues to be reviewed and legal advice will be required to interpret and ensure compliance with current legislation.

**In Support of Strategic Plan Priorities and Objectives**

County Strategic Plan 2023-2026 specifically identifies exploring identified opportunities within the Service Delivery Review Report to achieving the goal to improve governance and service delivery.

**Community** - support community well-being and safety through collaboration and partnerships,

**Governance** - identify opportunities to improve governance and service delivery.

**Equity** – align programs, services, and infrastructure with changing community needs.

---

Respectfully Submitted By:  
Sonya Pritchard  
Chief Administrative Officer

Prepared by: Steve Murphy, Manager – Preparedness, 911 & Corporate Projects

Reviewed by: Sonya Pritchard, Chief Administrative Officer



A community that grows together

Report To: Warden Mills and Members of County Council

Meeting Date: September 14, 2023

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**Subject: Strategic Plan Monthly Update #2**

**From: Sonya Pritchard, Chief Administrative Officer**

### **Recommendation**

**THAT the report of the Chief Administrative Officer, dated September 14, 2023, with respect to Strategic Plan Monthly Update #2, be received.**

### **Executive Summary**

Building a strong foundation is key to achieving results. Moving forward with implementing Strategic Plan 2023-2026 requires a well thought out methodology built on a solid foundation. The plan identifies high-level, interconnected priorities and goals that will be accomplished through a series of initiatives and actions that will be broken down into smaller objectives and key results.

### **Background**

Strategic Plan 2023-2026 is a high-level set of interconnected priorities and goals grounded in a clear vision, mission and values supported by the introduction of two new lenses. (See *Strategic Plan at a Glance* attached.)

*Vision – A community that grows together*

*Mission – Providing programs and services that foster a thriving, equitable, and resilient community in an ever-changing world.*

*Values – Collaboration, Accountability, Innovation, Compassion, and Courage*

*Lenses – Equity and Climate*

Update #1 from July 2023 laid out an iterative approach for implementation with a focus for the next several months on advancing foundational work. This requires coordination



across departments with a clear understanding of who is responsible for various pieces. The Senior Management team is meeting regularly to ensure open communication, robust documentation, and ongoing assessment of progress.

**Discussion**

Work is underway on building the foundational pieces of the plan. The following chart summarizes progress to date versus the expected timeline provided in Update#1.

<b>Foundational Work</b>	<b>Timeline</b>	<b>Progress</b>
Develop Engagement Framework	Fall 2023	Draft Completed, Final version for October Council
Build Climate Lens Guideline – Phase 1	Fall 2023	Draft Completed, Staff training required
Build Equity Lens Guideline – Phase 1	Fall 2023	Draft completed; staff training required
Create Prioritization Framework	September 2023	On track, draft to be included in Update #3
Identify Data Gaps – Phase 1	Fall 2023-Winter 2024	Initial inventory completed; gap analysis underway
Create Advocacy Action Plan – Phase 1	September 2023	On track, draft to be included in Update #3
Develop Strategic Plan Reporting Templates	September 2023	Ongoing, to be implemented later this year
Implement OKR Framework	Fall 2023-Winter 2024	On track

In addition to the foundational pieces, specific priorities and goals within the plan are being advanced as many of the objectives build on previous work. Highlights of progress across the major priority areas is identified below.

**Priority Areas**

**Climate and Environment**

Goal 1 – Establish the County as a Leader in Climate Action

- Continuing to implement the Climate Action Plan and adaptation Strategy:
  - Application for energy retrofit program submitted and under review.
  - Youth Climate Action Circle continues to be engaged.
  - Took delivery of first electric fleet vehicle
  - Collaboration with emergency management on preparedness for severe weather events

Goals 2 – Enhance and Conserve Dufferin’s Natural Environment

- Continuing to implement the Long-Term Waste Strategy
  - Working to find alternative methods to collect household hazardous waste.
- Upgrades to the rail trail to promote more active transportation are underway.
- Continuing support of the rural water quality collaboration with Grand River Conservation Authority

**Community**

Goal 1 – Increase Affordable and Attainable Housing Options

- Working to gather data to better understand local conditions.

Goal 2 – Support Community Safety and Well-being through Community Partnerships

- Continuing collaboration to implement the CSWB Plan 2021-2024
- Updating the Community Grants program in collaboration with Headwaters Communities in Action

Goal 3 – Explore opportunities to improve access to health care services.

- Advocating through the Western Ontario warden’s Caucus for better mental health and addictions services and ongoing founding for the crisis response teams
- Staff representatives participating in the physician recruitment initiative.
- Staff continue to participate in Ontario Health Team planning.

**Economy**

Goal 1 – Advance county-wide economic development and workforce development

- Workshop for Council and senior staff upcoming in November to begin creating an updated Economic Development Strategy

Goals 2 – Improve Broadband and Cellular Connectivity

- Continuing to work with SIFT to advance broadband access.

**Governance**

Goal 1 - Identify Opportunities to Improve Governance and Service Delivery

- Digital Transformation/modernization initiatives including a SharePoint update, a new website, financial system, Human resources system ongoing.
- Research into environmental social governance underway
- Asset Management enhancements and updates ongoing
- Review of policies and procedures to ensure application of climate and equity lenses underway.

Goal 2 – Improve the County’s internal and external communications

- Draft Internal and external communications guidelines being reviewed.
- Council communications tools and media kits are distributed regularly.

## **Equity**

Goal 1 – Align Services Programs and Infrastructure with Changing Community Needs

- Draft community engagement framework in progress

Goals 2 – Ensure that the County is an inclusive, equitable and supportive employer of choice

- Draft Equity Strategy completed with recommendations to address findings in the Equity Audit
- Total Compensation Review in progress with expected completion this fall.

Moving forward additional detail, clear objectives and key results will be developed for each of the goals. This will occur through the implementation of the OKR framework. Over the next several months the foundational work will continue along with action to advance work already under way.

## **Financial, Staffing, Legal, or IT Considerations**

Additional investment will be necessary to create the foundational pieces, to build capacity, to improve data collection and analysis, and to ensure robust reporting. Advancing each priority, goal and initiative will require resources and financing. These items will be incorporated into the annual budgeting process and longer-term financial plans and asset management plans.

## **In Support of Strategic Plan Priorities and Objectives**

This report supports all Strategic Plan priorities:

Climate & Environment, Community, Economy, Governance, and Equity.

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Respectfully Submitted By:

Sonya Pritchard  
Chief Administrative Officer

Attachment: *Strategic Plan at a Glance*

# STRATEGIC PLAN AT A GLANCE

## Vision





A community that grows together.

## Mission

Providing programs and services that foster a thriving, equitable and resilient community in an ever-changing world.

## Values

Collaboration | Accountability | Innovation | Compassion | Courage

EQUITY	 <b>Climate &amp; Environment</b>	<ol style="list-style-type: none"><li>1. Establish the County as a leader in climate action.</li><li>2. Enhance and conserve Dufferin's natural environment.</li></ol>	CLIMATE
	 <b>Community</b>	<ol style="list-style-type: none"><li>1. Increase affordable and attainable housing options.</li><li>2. Support community well-being and safety through collaboration and partnerships.</li><li>3. Explore opportunities to improve access to healthcare services.</li></ol>	
	 <b>Economy</b>	<ol style="list-style-type: none"><li>1. Advance County-wide economic development workforce development.</li><li>2. Improve broadband and cellular connectivity.</li></ol>	
	 <b>Governance</b>	<ol style="list-style-type: none"><li>1. Identify opportunities to improve governance and service delivery.</li><li>2. Improve the County's internal and external communication.</li></ol>	
	 <b>Equity</b>	<ol style="list-style-type: none"><li>1. Align programs, services and infrastructure with changing community needs.</li><li>2. Ensure the County is an inclusive, equitable, and supportive Employer of Choice.</li></ol>	



A community that grows together

Report To: Warden Mills and Members of County Council

Meeting Date: September 14, 2023

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**Subject: Monthly Update from Outside Boards**

**From: Sonya Pritchard, Chief Administrative Officer**

### **Recommendation**

**THAT the report of the Chief Administrative Officer, dated September 14, 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: September 6, 2023

Highlights: The Board received a presentation and report "2023 Poverty and Health Report". The report provided the following key points:

- Poverty and poor health outcomes reinforce and perpetuate each other in a cycle that is difficult to break free from.
- Poverty has detrimental effects on opportunities for education and employment.
- Income inequality has been increasing over the past several decades, while the poorest in society have become less able to exit poverty.

- A long history of stigmatization and systemic discrimination has embedded significant income and health inequalities that can be seen among groups including Indigenous peoples, sexual and racial minorities, and immigrants.

Attached: [Board of Health Agenda – September 6, 2023](#)

### **Niagara Escarpment Commission (NEC)**

Representative(s): Councillor Gail Little

Meeting dates: July 20 and August 17, 2023

Highlights: The Commission was presented with a report regarding NEC comments on the proposed Provincial Planning Statement: the Government’s proposal to replace the A Place to Grow and Provincial Policy Statement with one consolidated provincial planning document.

On August 10, 2023, Councillor Gail Little has been appointed as the member of the Niagara Escarpment Commission representing the County of Dufferin for a fixed term until December 31, 2026.

Attached: [Commission Meeting Agenda – July 2023](#)  
[Commission Meeting Agenda – August 2023](#)  
[Order in Council 1138/2023](#)

### **Dufferin Board of Trade (DBOT)**

Representative(s): Councillor James McLean

Highlights: DBOT is putting out a “Save the Date” for a new event, Dream Dufferin/Career Pathways, that will be held in partnership with the Career Education Council, on November 9<sup>th</sup> 2023. This event will showcase in-demand careers to our local youth.

Attached: [DBOT- Email Newsletter - September 2023](#)

### **Headwaters Communities in Action**

Representative: Councillor Philip Rentsch

Highlights: Jennifer Payne, Executive Director, presented the Mid-Year Activity Report for HCIA.

Attached: Headwaters Communities in Action Mid Year Report

### **Western Ontario Wardens' Caucus (WOWC)**

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

Highlights: The WOWC met at the annual AMO Conference on Sunday, August 20<sup>th</sup> at 2pm. Presentations were provided giving updates on the work of AMO and FCM.

The Executive Director provided an administrative update which included on the WOWC Fall Summit which will see the subject matter expert groups from across each County coming together for further collaboration.

A report from the Executive Director and Manager of Government Relations provided the following updates:

Housing - The WOWC provided their submission to the Provincial government on the proposed changes to the Provincial Planning Statement on June 15<sup>th</sup>. With the tremendous support of the Planning Subject Matter Team the WOWC was able to successfully advocate to the Provincial government for the removal of the provision to allow for the severance of three lots from each farm.

Workforce to Support Economic Growth - WOWC is now a partner with the Elgin Middlesex Oxford Planning Board on an Apprenticeship Conference for Fall 2023. This partnership will serve as a best practice example for other regions on hosting such an event. An inventory of workforce projects being completed in the region will be accessible on the workforce website by the end of August. WOWC staff have also met with Deputy Minister Meredith and Assistant Deputy Minister Nakahara of the Ministry of Labour Immigration Skills Development to discuss the need to include unskilled labour in the Ontario Immigrant Nominee Program. Staff have provided detailed statistics and information to the ADM in support.

Mental Health Addictions and Homelessness – WOWC is working closely with OMSSA and ROMA to advance work on access to health services in rural areas.

The WOWC held a joint meeting with the EOWC at 4pm. The meeting included updates from each Caucus.

Next Meeting date: WOWC CAOs Friday September 8, 2023

WOWC Friday, October 13, 2023

### **SWIFT Board of Directors**

Representative: Councillor Chris Gerrits

Highlights: SWIFT reported that more than 960 previously underserved homes and businesses in Dufferin County and Caledon now have access to high-speed internet, as the regional broadband expansion program marks construction complete on two fibre-optic projects.

Attached: [SWIFT Media Release – August 1, 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

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Respectfully Submitted By:

Sonya Pritchard  
Chief Administrative Officer





Headwaters  
**Communities**  
*in Action*

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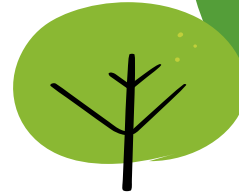
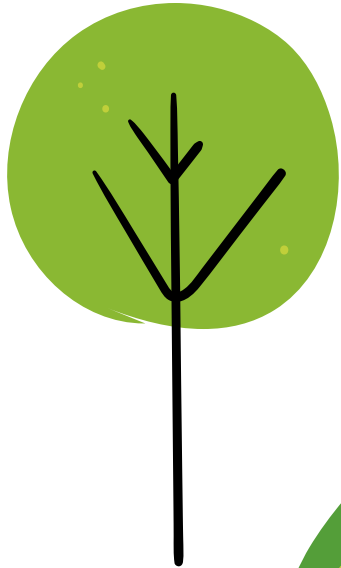
*Making Life Better Together*

**HCIA - Dufferin County Partnership Agreement  
2023 Mid-year Status Report to General Government  
Services**

**Jennifer Payne** Executive Director  
**January - June 2023**

# Our Vision

*“Engaged citizens shaping a vibrant, sustainable and resilient community together.”*



Headwaters  
**Communities  
in Action**

*Making Life Better Together*

# Our Values

Community  
Well-being

We believe in the foundations of a healthy community and the Canadian Index of Well-being

Engagement

We create opportunities for people to shape their communities

Inclusiveness

We welcome diversity and take a holistic view of community

Collaboration

We believe that we achieve more together

Innovation

We foster creative solutions for shared priorities

Accountability

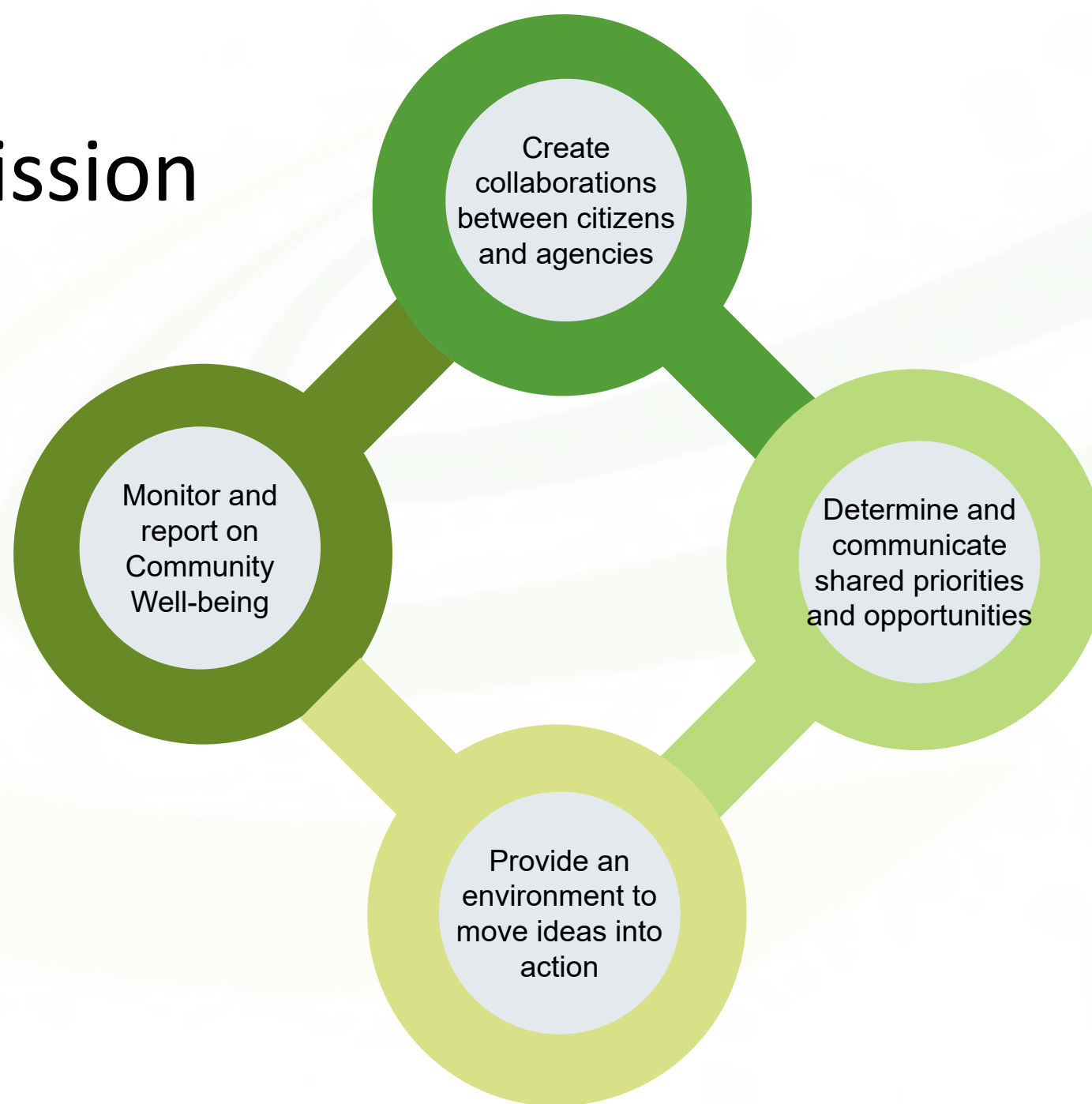
We take responsibility for our actions, outcomes and impact



Headwaters  
**Communities  
in Action**

*Making Life Better Together*

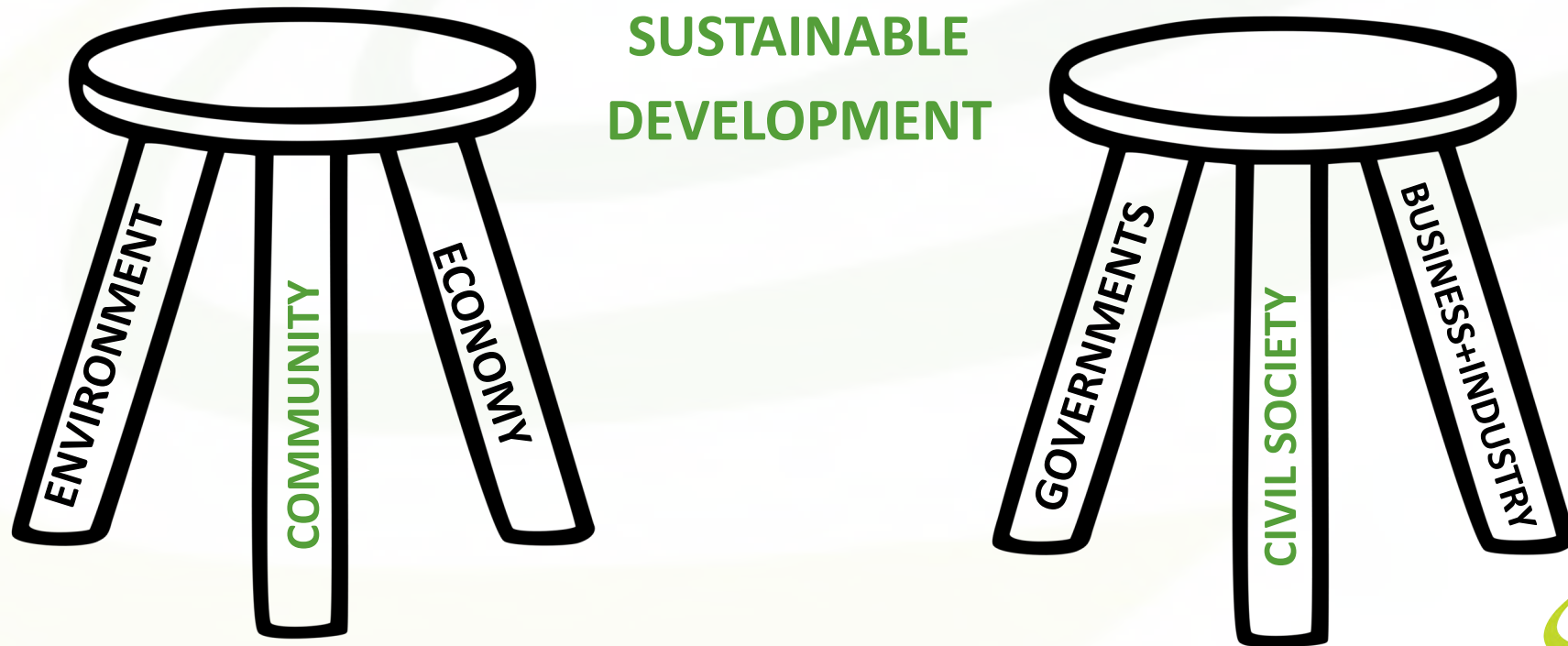
# Our Mission



Headwaters  
**Communities  
in Action**

*Making Life Better Together*

# What (and who) makes a vibrant, sustainable, resilient community?



*We're all in this together*



Headwaters  
Communities  
in Action

*Making Life Better Together*



**Elizabeth  
Hawkins  
Chair**



**Trish  
Keachie  
Vice Chair**



**Jennifer  
Hamilton  
Secretary**



**Jeff  
Sedgwick  
Treasurer**



**Gord  
Gallagher  
Past Chair**



# **HCIA Leadership Council**

**Errol Chambers**



**Philip Rentsch**



**Christine Walker**



**Neetu Dane**





**Jennifer  
Payne**  
Executive Director  
HCIA



**Elaine  
Capes**  
DC MOVES  
DC Equity  
Collaborative



**Betty Harmathy**  
Community  
Connector Lead  
(interim)



**Sheralyn  
Roman**  
Volunteer Dufferin



**Siobhan  
Bonisteel**  
DCEC  
Partners With  
Lived Experience



## **HCIA Admin and Project Team Leads**

Volunteer project leads: **Bob Megens and Marci Lipman, HFFA Co-Chairs**  
**Johnny Yeaman, Team Van Go (Trails)**

# Our Partnership

- Since January 2018
- Current agreement term January 2021 to December 2023, with annual reviews and semi-annual reports
- Work supports the County's strategic priorities and community priorities
- Increasingly collaborative relationship





# Intersections

2020-2023

2023-2026

- Community Assets
- Healthy People
- Dynamic Economy
- Sustainable Environment
- Vibrant Culture
- Engaged Citizens

- Climate Action
- Cultural Enhancement
- Diversity, Equity and Inclusion Initiatives
- Economic Development
- Youth+Seniors Services

- **Climate & Environment**
- **Community**
- **Economy**
- **Governance**
- **Equity**



Headwaters  
**Communities  
in Action**

*Making Life Better Together*



# Supported Projects



## Dufferin County Grants

Supporting agencies, programs and projects that do good for the residents of Dufferin.

## Community Safety & Well-being

Measuring, identifying priorities and facilitating collaborative solutions to increase well-being in Dufferin.



Headwaters  
**Communities  
in Action**

*Making Life Better Together*



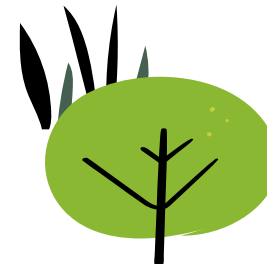
## Volunteer Dufferin

Matching volunteers with a broad range of opportunities through a robust web-based platform, regular communications and member outreach.



## Headwaters Food & Farming Alliance

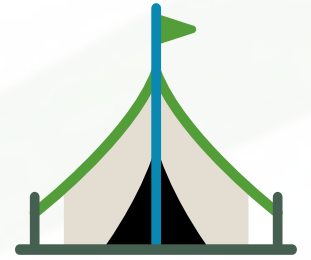
for food. for farming.  
for our future.



## Headwaters Communities In Action

Providing backbone support for groups that are taking action in service to community well-being and making life better...together.

# Other Collaborative Work with the County



DC MOVES and Dufferin County Equity Collaborative (DCEC), including Partners With Lived Experience Project (PWLE)



DC Community Safety and Well-being (CSWB) Integration Table



Communications, project development and grant application support with Development and Tourism, Climate Action in Dufferin, Strategic Plan, MCR and Official Plan consultations





170 Member Organizations  
↑ 10%



2,560 Volunteers  
↑ 4.5%



3,453 Website Visitors (6mo)  
↑ 3%

*Matching volunteers with a broad range of opportunities through a robust web-based platform, regular communications and member outreach.*



# Mid-year 2023 REPORT



- ✓ Launched “Boardward Bound” initiative: core program design group of 8 represents 18-29; 55+ and NFP boards
- ✓ Secured funding to refresh systems and processes to better support engagement
- ✓ Local media coverage: newspaper articles and Discover Dufferin-Caledon episode taped for Rogers TV
- ✓ Nonprofit Appreciation Week Feb 13-19 + National Volunteer Week April 16-22, 2023: Proclamations + photo op
- ✓ Working with IPM 2023 and Dufferin Farm Tour to support volunteer recruitment efforts
- ✓ Member outreach, social media, email campaigns and attendance at events: jobs fair, Caregivers in the Hills, UGDSB Community Fair
- ✓ Memberships/connections with Volunteer Canada Centreville group, Ontario Volunteer Centre Network and Volunteer MBC offer valuable peer networking, information sharing, advocacy and generate new ideas to better serve Dufferin volunteers and agencies.

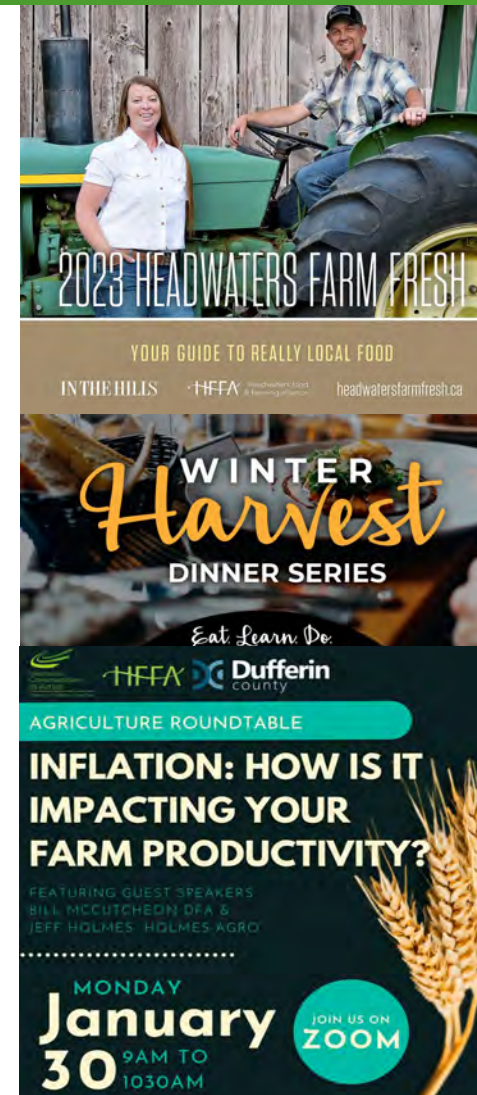


headwaters food  
& farming alliance

## HFFA Mid-year 2023 REPORT

*The Headwaters Food and Farming Alliance (HFFA) envisions a food system that is productive, sustainable, transparent, and fair; supports the health and well-being of our residents and food providers; and contributes to the prosperous and equitable economy.*

- ✓ Headwaters Farm Fresh Guide 2023, with In The Hills Magazine  
**45K copies in magazine + 5K overrun of guide**, plus online directory
- ✓ Hub meetings attended by Sara Wicks, Cody Joudry and Philip Rentsch. Consulted with land-owners seeking regenerative farmers, volunteers interested in food rescue and more
- ✓ Winter dinner series (3 local dinners) + 1 summer social
- ✓ Collaborated on Agriculture Roundtable on inflation
- ✓ Co-Chairing DCEC Health Equity subcommittee working on food insecurity/access
- ✓ **NEXT MEETING of the HFFA HUB is on Monday October 2, 2023 10am to noon**  
**All welcome!**





headwaters food  
& farming alliance

## HFFFA Farm to School Highlights

- ✓ Learning Circle 18-month Journey video published
- ✓ You're The Chef programming
- ✓ Education workshops with 3 farmers
- ✓ 1,230 apples delivered for Great Big Crunch
- ✓ School gardens + community garden partnership with UGDSB
- ✓ Grow towers, water totes, VegTrugs supported
- ✓ Arranged discount for schools at local garden centre
- ✓ Strengthened relationships with community partners
- ✓ Promoted new provincial STEM curriculum on food literacy



This project supports **Governance**, and potentially all Dufferin County strategic priorities via grant criteria

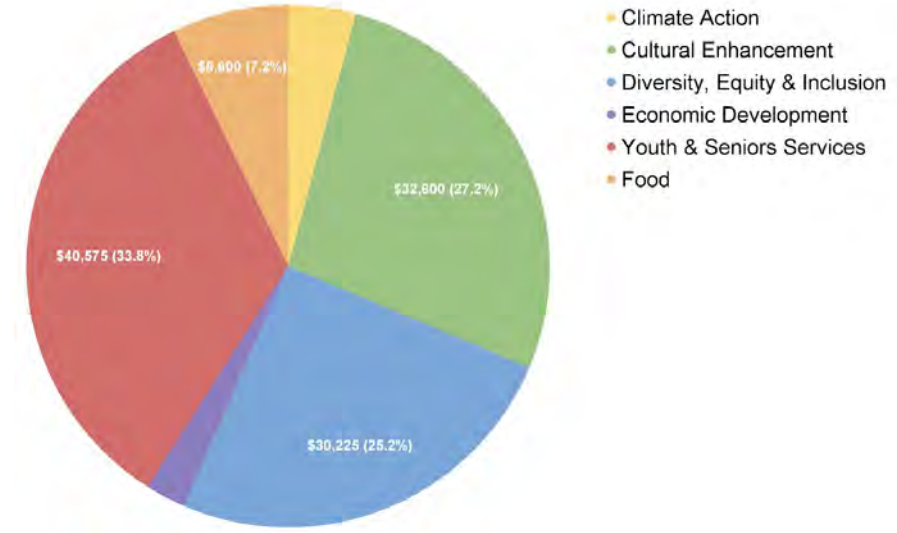


# Community Grants Program 2023 Report

**\$120,000** in grants recommended to **31** local organizations supporting Dufferin residents through:

- ✓ Youth & Seniors Services
  - ✓ Cultural Enhancement
  - ✓ Diversity, Equity & Inclusion
  - ✓ Food
- ...and more

- Webinar with past applicants gathered feedback and suggestions
- Observed need for sustainability funding
- Impact stories to be collected and shared on HCIA website in fall
- Next round will launch in Nov/Dec







Headwaters  
**Communities  
in Action**

*Making Life Better Together*

## HCIA Mid-year 2023 REPORT



- ✓ Backbone/shared platform role: project management; fundraising; strategy & finance; marketing & communications; engagement & outreach; capacity building
- ✓ Strategic planning process in final stages: Theory of Change, Playbook and Action Framework
- ✓ Ad hoc requests, collaborative tables and emerging priorities, e.g. Community Safety and Well-Being; Dufferin Tourism Trails; Economic and Community Development; engaging as stakeholders in others' strategic planning and consultations
- ✓ County funds leveraged into additional funding successes (~\$4:1): Ontario Trillium Foundation, New Horizons for Seniors, United Way GWD, fundraising events, new donors and sponsorships
- ✓ **We're recruiting for our Leadership Council!** Currently prioritizing **underrepresented community voices** and **financial /treasurer competency**.

# Next steps for 2023



Headwaters  
**Communities  
in Action**

*Making Life Better Together*

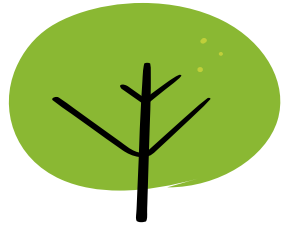
- **Volunteer Dufferin**
  - Consult with members for volunteer portal updates/revamp
  - Continue Boardward Bound initiative and develop program details with core group
  - Back-to-school promotion for student community involvement hours
  - Pro bono Community Consulting Project with Ivey School of Business
- **HFFA:** Ag Roundtables, presence at IPM, Dufferin Farm Tour and Fall Fairs, Farm to School's Big Fresh Goal and Community Connectors, Food Access Subcommittee.
- **Dufferin County Community Grants** 2023 recipient stories will be shared in fall. 2024 round expected to launch in Nov/Dec. **Share the great work your program is supporting!**
- **HCIA**
  - Internal: Strategic Planning including Theory of Change, Playbook and Action Framework to be completed in Sep/Oct. Marketing + Communications strategy and plans
  - Data gathering and community engagement for 2024 CSWB Plan this fall- **watch for requests for your municipality to participate**
  - Explore opportunities for HCIA-Dufferin County Partnership Agreement renewal for Council's consideration





# Thank you

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## Questions?

[jennifer@headwaterscommunities.org](mailto:jennifer@headwaterscommunities.org)  
[headwaterscommunities.org](http://headwaterscommunities.org) | [hcia.ca](http://hcia.ca)

[volunteerdufferin.ca](http://volunteerdufferin.ca)  
[headwatersfoodandfarming.ca](http://headwatersfoodandfarming.ca) | [hffa.ca](http://hffa.ca)  
[headwatersfarmfresh.ca](http://headwatersfarmfresh.ca)  
[hffa.ca/farmentoschool](http://hffa.ca/farmentoschool)  
[dcmoves.org](http://dcmoves.org)  
[dcec.ca](http://dcec.ca)



## Michelle Hargrave

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**From:** Michelle Hargrave  
**Sent:** Friday, September 8, 2023 8:34 AM  
**To:** Michelle Hargrave  
**Subject:** Council Motion: Road Reclassifications

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**From:** Roseann Knechtel <[rknechtel@mulmur.ca](mailto:rknechtel@mulmur.ca)>  
**Sent:** Thursday, September 7, 2023 4:25 PM  
**To:** Michelle Dunne <[mdunne@dufferincounty.ca](mailto:mdunne@dufferincounty.ca)>  
**Subject:** Council Motion: Road Reclassifications

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the contents to be safe.

Hi Michelle,

Please see the motion below passed by Council at their meeting on September 6, 2023. Please let me know if you have any questions or concerns.

### **Moved by Cunningham and Seconded by Lyon**

THAT Mulmur Council support the uploading of 10 sideroad to the County of Dufferin

AND THAT Council request the County of Dufferin retain County Road 19 as a logical continuation of Highway 10 to County Road 17;

AND THAT Council request the County of Dufferin review and reconsider their practices and policies surrounding snow clearing and the environmental affects of salt levels used on County Road networks for the protection of water and natural heritage systems;

AND FURTHER THAT Dufferin residents affected by the uploading/downloading of County roads requiring address changes be compensated \$200.00 by the County of Dufferin to cover associated costs.

**CARRIED.**

Have a great day,

**Roseann Knechtel, BA, MMC | Deputy Clerk / Planning Coordinator**  
*Township of Mulmur | 758070 2<sup>nd</sup> Line East | Mulmur, Ontario L9V 0G8*  
*Phone 705-466-3341 ext. 223 | Fax 705-466-2922 | [rknechtel@mulmur.ca](mailto:rknechtel@mulmur.ca)*  
[Join our email list](#) to receive important information and keep up to date on the latest Township news.

This message (including attachments, if any) is intended to be confidential and solely for the addressee. If you received this e-mail in error, please delete it and advise me immediately. E-mail transmission cannot be guaranteed to be secure or error-free and the sender does not accept liability for errors or omissions.

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-47

### A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND MARCH OF DIMES CANADA. (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 Georgian College of Applied Arts and Technology, 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 14<sup>th</sup> day of September, 2023.

---

Wade Mills, Warden



Rebecca Whelan, Deputy Clerk

**THIS LEASE** made the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**CORPORATION OF THE COUNTY OF DUFFERIN**

(the "Landlord")

AND

**MARCH OF DIMES CANADA**

(the "Tenant")

**ARTICLE 1 - BASIC TERMS AND DEFINITIONS**

**1.1 Basic Terms**

- |     |                               |   |
|-----|-------------------------------|---|
| (a) | Landlord:                     | Corporation of the County of Dufferin   |
|     | Address:                      | 55 Zina Street, Orangeville, ON   |
| (b) | Tenant:                       | March of Dimes Canada   |
|     | Address:                      | 885 Don Mills Road,<br>Suite 202<br>Toronto ON M3C 1V9  |
| (c) | Indemnifier:                  | Not applicable  |
| (d) | Building:                     | Mel Lloyd Centre,<br>200 Mill Street  |
| (e) | Premises:                     | Offices in McKelvie Burnside Village of the<br>Mel Lloyd Centre, as described in Section 1.2<br>(m) |
| (f) | Rentable Area<br>of Premises: | 848 square feet, subject to Section 2.2   |
| (g) | Term:                         | Five (5) years lease subject to Section 2.4   |

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

End of Term: June 30, 2028, subject to Sections 2.3 and 2.4

(h) Basic Gross Rent (Section 3.2):

Period	Per Sq. Ft/year	Per year	Per Month
July 1, 2023 – June 30, 2024	\$22.47	\$19,054.56 + HST	\$1,587.88 + HST
July 1, 2024, - June 30, 2025	\$23.14	\$19,622.72 + HST	\$1,635.23 + HST
July 1, 2025 – June 30, 2026	\$23.83	\$20,207.84 + HST	\$1,683.99 + HST
July 1, 2026 – June 30, 2027	\$24.54	\$20,809.92 + HST	\$1,734.16 + HST
July 1, 2027 – June 30, 2028	\$25.28	\$21,437.44	\$1,786.45 + HST

(i) Permitted Use: Administrative and executive offices of Tenant

(j) Deposit: Not applicable

Rent Deposit: Not applicable

Security Deposit: Not applicable

(k) Lease Year: Lease Year ends on June 30<sup>th</sup> 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
- iv. Schedule "D" Additional Rent

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-48

### **A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND GFL ENVIRONMENTAL INC. (Non-Eligible Sources Recycling Collection)**

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

1. That the Agreement between the Corporation of the County of Dufferin and GFL Environmental Inc., 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 14<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Wade Mills, Warden



\_\_\_\_\_  
Rebecca Whelan, Deputy Clerk



**THIS AGREEMENT** dated this \_\_ day of August 2023

**BETWEEN:**

**GFL ENVIRONMENTAL INC.**  
(hereinafter called the "**Contractor**" or "**GFL**")

OF THE FIRST PART

-and-

**THE CORPORATION OF THE COUNTY OF DUFFERIN**  
(hereinafter called the "**County**")

OF THE SECOND PART

**WHEREAS** the Contractor (GFL Environmental Inc.) was awarded a contract with Circular Materials Ontario ("**CMO**") to collect recyclables in the County of Dufferin from Eligible Sources during the Blue Box transition period of July 1<sup>st</sup>, 2023, to December 31<sup>st</sup>, 2025;

**AND WHEREAS** CMO has expressly agreed to permit GFL to collect recyclables from Non-Eligible Industrial, Commercial and Institutional (IC&I) locations situated on the residential routes included as part of CMO's Eligible Sources recyclables collections contract with GFL until the end of the transition period on or about December 31<sup>st</sup>, 2025;

**AND WHEREAS** and GFL has agreed to include these Non-Eligible IC&I locations located on the residential routes included as part of CMO's Eligible Sources recycling collection and GFL agrees to provide such services in accordance with the terms and conditions of their contract with CMO and as part of this Agreement with the County as may be amended or revised from time to time with the written agreement of the Parties;

**NOW THEREFORE** in consideration of the promises, mutual covenants, and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement as follows:

## 1. DEFINITIONS & INTERPRETATION

### 1.1 DEFINITIONS

All definitions contained in this Agreement are applicable to this Agreement. Any reference to the term "Contract" shall be interpreted as meaning this "Agreement" and any reference to the term "Agreement" shall be interpreted as meaning any references in the documents to the "Contract".

## 1.2 RECITALS

The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

## 1.3 INTERPRETATION

This Agreement between the Parties is for the Contractor's provision of recycling collection services and any related activities to the County as part of the Contractor's CMO contract, for Single Stream Recycling for Non-Eligible IC&I locations (the "**Work**").

The Contract between the Parties is comprised of the following documents, all of which are collectively referred to as the "Contract" or "Agreement":

- (a) this Agreement;
- (b) the correspondence between the County and GFL in response to the County's request for GFL to provide the service, attached as Schedule "A";
- (c) the County's Standard Terms and Conditions, attached as Schedule "B"

Any ambiguity, conflict, or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. This Agreement, and Schedules "A" and "B" shall be collectively referred to as the "**Contract Documents**."

## 1.4 GENERAL TERMS

- (a) All of the headings and subheadings inserted in this Contract are designed for convenience only and do not form a part of this Contract nor are they intended to interpret, define, or limit the scope, extent, or intent of this Contract or any provision hereof.
- (b) The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.
- (c) Any and all references to a statute, regulation or by-law will include and will be deemed to be a reference to such statute, regulation or by-law made pursuant thereto, as amended and in force from time to time, and to any statute, regulation

or by-law that may be passed which has the effect of supplementing or superseding the same.

- (d) All obligations of the parties contained in this Contract, although not expressed to be covenants, shall be deemed to be covenants.
- (e) Words and abbreviations which have well-known technical, or trade meanings are used and will be interpreted in this Contract in accordance with such recognized meanings.
- (f) Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and corporations, and vice versa.
- (g) This Agreement shall enure to the benefit of the County, its successors and assigns and shall be binding on the Contractor, its successor, and assigns.
- (h) All of the provisions of this Agreement are and are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provisions of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.
- (i) This Agreement may be executed and scanned and delivered by electronic transmission (e-mail), and when so executed and delivered, will be deemed an original.
- (j) GFL acknowledges and agrees that the County's Standard Terms and Conditions as set out in Schedule "B" attached shall apply to all of the services provided under this Agreement.
- (k) The Contractor shall be responsible for performing the Work in compliance with all Applicable Laws. The Contractor shall be responsible for obtaining (and maintaining during the Contract Term) all applicable permits and/or licenses necessary to perform the requirements of the Contract in accordance with Applicable Laws, including a valid Environmental Compliance Approval (ECA) and or Environmental Activity and Sector Registry (EASR) issued by the Ministry of Environment, Conservation and Parks (the "**MECP**").
- (l) The Contractor shall perform all Collection Services on a weekly basis commencing no earlier than 7:00 a.m. and ending no later than 6:00 p.m. with the exception of the designated Downtown Areas which Collection Services may commence no earlier than 6:00 a.m.

- (m) The Contractor shall provide at their own expense, all materials, staff, and equipment as required to complete the Work. The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to overtime, rates for extra forces and costs for any additional requirements or services as may be necessary to ensure continuous and uninterrupted provision of all the Work required under the Contract.
- (n) In the event that the Work is not completed satisfactorily, as determined by the County in its sole and absolute discretion, the Contractor will be notified to complete the Work to the County's satisfaction within 24 hours, failing which the County reserves the right to use its own forces or another contractor to complete the Work and invoice the Contractor for the completed Work or deduct against future payments owing to the Contractor.
- (o) The following days are statutory or deemed holidays and there shall be no Collection Services provided by the Contractor on these days (unless otherwise directed by the County in writing):
- New Year's Day
  - Family Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - August Civic Holiday
  - Labour Day
  - Thanksgiving
  - Christmas Day

In the event that a regular collection day falls on a holiday as listed above, the collection days affected by the holiday shall shift one day later for the remainder of the week. In order to accommodate these shifts caused by holidays, the Contractor will occasionally be required to work on Saturdays.

- (p) The Contractor shall collect all Collectible Material from all public and private roadways (as designated by the County), all public and private laneways, all public and private driveways, collection points, and enclosures or any other location as directed by the County. The Contractor should be aware that some roadways, laneways, and driveways may be less than five (5) metres in width and must accommodate collection from these locations.

- (q) Where for any circumstantial reason the Work cannot be completed from the locations specified (e.g., due to construction), items for collection shall be placed at alternate locations to be collected by the Contractor. The County and/or Local Municipality shall determine the alternate locations and provide details to the Contractor.
- (r) If the Contractor encounters any impassable obstructions including, without limitation, utilities or other contractors working on the traveled portion of a collection route, the Contractor shall notify the County immediately of the location and shall return at least once that day at a mutually agreeable time, to collect the Collectible Material. The following are not deemed to be impassable obstructions:
  - i. parked vehicles;
  - ii. moving van or trucks;
  - iii. snow banks;
  - iv. ditches; and
  - v. roads under construction.
- (s) All collection locations shall be left in a clean and tidy condition. The Contractor shall immediately clean up all spills of liquid or debris caused by the provision of Collection Services, at their own expense and promptly notify the County. All hydraulic or oil leaks/spills or leaks/spills of any hazardous material(s) shall be reported immediately to the County and the Contractor shall immediately:
  - i. Cease operations until the Contractor's Supervisor has arrived on site and the source of the spill has been identified and remedied such that no further spill shall occur,
  - ii. Place absorbent materials over the affected area and clean up the absorbent materials once the spill has been cleaned. Should a major oil leak/spill take place, the County may determine that a power wash and/or black topping and asphalt repair is required, and the Contractor shall ensure the required work is completed in a timely manner and shall be responsible for all applicable costs.
- (t) The Contractor shall not be relieved of its obligations to strictly perform and collect all Collectible Material as a result of any of the following unless otherwise agreed to by the County: contractor staff shortages; collection vehicle breakdowns; collection vehicle shortages; weather conditions; and labour disruptions and strikes. The Contractor will be prepared to deliver uninterrupted delivery of services under these circumstances. In particular the County has challenging terrain and experiences many inclement weather days and conditions during the winter

months. The Contractor shall ensure its vehicles are equipped to complete the Work in winter conditions, and that pre-winter meetings are held with the County and local municipal Public Works Departments. The Contractor shall not be entitled to any additional compensation for increased costs incurred by the above circumstances and shall ensure all requirements of the Work are met at all times.

- (u) Where the Contractor is anticipating late or missed Collection Services, it shall notify the County *immediately* upon making this determination and shall indicate how and when the situation will be rectified.
- (v) Under no circumstances shall any Collection Vehicle engage in private collections, carrying of materials or any other services to any other party save and except those materials being carried on behalf of Circular Materials Ontario ("CMO") during times in which they are performing the Work for the County as specified in the Contract.
- (w) The Contractor shall provide the Work as indicated in the Contract without any additional claims regarding the size, weight, shape, or contents of any Collectible Material within the prescribed scope of the Contract and the time to empty and/or properly sort Collectible Material while performing the Work.
- (x) The Contractor shall provide quality assurance and quality control on the delivery of the Work and demonstrate to the County upon request.

## 2. TERM

### 2.1 TERM

The Contract Term shall be for a period of 2.5 years, commencing on July 1<sup>st</sup>, 2023, and ending December 31<sup>st</sup>, 2025, unless otherwise advised by the County in writing.

## 3. CONTRACT IMPLEMENTATION

### 3.1 CONTRACTOR'S OBLIGATIONS

The Contractor acknowledges and agrees that:

- (a) All submissions required following the execution of this Agreement shall be submitted by the Contractor within the time periods specified in the Contract Documents;
- (b) The Contractor shall put in effect and maintain insurance for the duration of this Agreement at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Contractor would maintain including, but not limited to, the following:

- i. Commercial General Liability Insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$10,000,000.00 per occurrence and including products and completed operations liability. The policy is to include the following:
  - the County as an "Additional Insured" with respect to liability arising in the course of performance of the Proponent's obligations under, or otherwise in connection with the Contract;
  - contractual liability coverage;
  - cross-liability and severability of interests' clause;
  - employer's liability coverage;
  - 30 day written notice of cancellation, termination, or material change; and
  - non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- ii. The Vendor agrees to insure all vehicles used by him for public liability and property damage in the amount of \$10,000,000.00 inclusive, and the said Vendor will further undertake to indemnify the County of Dufferin against any liability of any kind or nature whatsoever occasioned by reason of the operation of the Vendor's equipment.
- iii. Environmental Liability Insurance to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup, or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release to an inclusive limit of not less than \$5,000,000.00 per occurrence and including products and completed operations liability. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury.

The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the County. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the County. The County has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.

The Contractor shall submit proof of such insurance in the form of a Certificate of Insurance, which includes the County of Dufferin as a named insured. The contractor shall give the County of Dufferin thirty (30) days' notice prior to any cancellation or modification of such insurance.

- (c) The Contractor shall provide the County within five (5) business days of the execution of this Agreement proof of the insurance required by this Agreement

- (d) The Contractor shall provide any and all information requested by the County Representative necessary to implement the Work, as set out in the Contract Documents in addition to provisions within the GFL/CMO Contract as they relate to the Work.

The Vendor shall keep in force for the duration of the Contract, all Insurance coverages in an amount not less than noted above with the County of Dufferin and all subcontractors, named as additional insured.

- (e) Proof of Insurance - The Contractor shall provide the County with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Contractor shall provide the County of Dufferin with renewal replacements on or before the expiry of any such insurance. Upon the request of the County, a copy of each insurance policy shall be made available to it. The Contractor shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the County and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.
- (f) Workplace Safety and Insurance - The Contractor warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the County upon request. The Contractor covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Contractor further agrees to indemnify the County for any and all liability, loss, costs, damages, and expenses (including legal fees) or other charges in connection with the Contractor's failure to comply with any applicable workplace safety and insurance laws or related to the Contractor's status with any workplace safety and insurance board or body.

#### 4. CONTRACTOR'S INDEMNITY

The Contractor hereby agrees to indemnify and hold harmless the County and its elected representatives, employees, contractors, sub-contractors and anyone for whom it is liable for a law (the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, administrative monetary penalties, regulatory orders, administrative prosecutions, applications,



lawsuits or other proceedings, (collectively, "**Claims**"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Contractor's obligations under, or otherwise in connection with, or arising out of the Contract Documents or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor. The Contractor further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit or incurred expense resulting from the disruption of the service, by any person, entity or organization, including, without limitation, the County, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract Documents.

The Contractor agrees to defend, indemnify, and save harmless the County from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with the Workplace Safety and Insurance Board (the "**WSIB**"). This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive the termination or expiry of the Contract Documents.

## 5. REPRESENTATIVES

### 5.1 APPOINTMENT

Each Party shall maintain consistent communication(s) with the other Party in accordance with their respective obligations under the Contract Documents. In particular, the Contractor and the County shall each appoint a representative (either the "**Contractor's Representative**" or the "**County's Representative**") who shall be responsible for instituting and maintaining communication with the other Party as such communications relate to the requirements and obligations of the Contract Documents, the Parties agree to also designate an alternative representative who will be responsible as acting as the representative in the absence or inability to act of the Party's respective primary representative.

### 5.2 CONTRACTOR AND COUNTY REPRESENTATIVES

Contractor Representative:

Craig Nelson  
District Manager, GFL Environmental Inc.  
Phone: (905) 843-2552 Ext. 61911  
Cell: (905) 460-7493  
Email: [cnelson@gflenv.com](mailto:cnelson@gflenv.com)

Alternative Contractor Representative:

Dale Smyth  
Operations Manager, GFL Environmental Inc.  
Phone: (905) 843-2552 Ext. 62427  
Cell: (519) 215-6380  
Email: [dsmyth@gflenv.com](mailto:dsmyth@gflenv.com)

County Representative:

Scott Burns  
Director of Public Works, County of Dufferin  
Phone: (519) 941-2816 Ext. 2601  
Cell: (519) 938-0507  
Email: [directorofpublicworks@dufferincounty.ca](mailto:directorofpublicworks@dufferincounty.ca)

Alternative County Representative:

Melissa Kovacs Reid  
Manager of Waste Services, County of Dufferin  
Phone: (519) 941-2816 Ext. 2622  
Cell: (519) 939-0602  
Email: [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)

### 5.3 REPRESENTATIVE'S AUTHORITY

The Parties acknowledge and agree that:

- (a) Either Party may change its representative or alternative representative by providing written notice to the other Party;
- (b) Each Party's representative will have the power and authority to act on behalf of and to bind such Party with respect to the day-to-day management of matters under or relating to the obligations and terms and conditions set out in the Contract Documents and that each Party's representative will be relied upon by the other Party as the official representative;
- (c) Notwithstanding the foregoing, the County may seek an amendment to the Contract in accordance with the standards terms and conditions set out in Schedule "B" attached.

## 6. SERVICES

### 6.1 COLLECTION, TRANSPORTATION AND PROCESSING

The Contractor shall, in accordance with the Contract Documents, and throughout the Term, perform all the obligations, terms and conditions required for the provision of the Works while at the same time meeting its contractual obligations with CMO. The Contractor is responsible for providing the following services to the County as part of the agreed upon Works including but not limited to:

- (a) Collected recyclables from Non-Eligible IC&I sources shall be included with the Eligible sources recyclables, and managed under the CMO contract.
- (b) The Contractor agrees to provide a four (4) day collection schedule for Non-Eligible IC&I locations on a weekly basis, in accordance with the collection specifications outlined in the Contract between GFL and CMO.
  - (i) The Parties acknowledge and understand that the County may in its sole and absolute discretion upon providing the Contractor thirty (30) days written notice amend this Contract to require the Contractor to discontinue or provide with the consent of the Parties, recycling collection services at specific Non-Eligible IC&I locations on the recycling routes.
  - (ii) Adding or removing locations as requested by the County will be completed by GFL using CMO's process (or potential future process) for this purpose.
- (c) The County shall continue to provide recycling receptacles to the Non-Eligible IC&I sources, and customer service. The County will inform GFL, and likewise GFL will inform the County, of any issues arising from collection or other related activities by GFL, and will work towards a mutually agreeable resolution as required.
- (d) The County will provide GFL with "oops stickers", for GFL staff to utilize to inform Non-Eligible IC&I locations of any improper set outs or other issues that impact collections or proper participation in the program.
- (e) The Contractor shall ensure that all non-compliant Collectible Material are rejected and left behind. All non-compliant Collectible Material shall be tagged with a non-compliance sticker (OOPS sticker) as provided by the County. The Contractor acknowledges that the requirements related to the use of non-compliance stickers (OOPS stickers) may be altered at the County's discretion from time to time. The Contractor will provide the County with a daily list of locations with non-compliant materials or other collection issues, from each collection route.
- (f) The Contractor shall ensure that only compliant Collectible Materials are collected.

- (g) The Contractor acknowledges that there are no set-out limitations for compliant Single Stream Recycling (including cardboard).
- (h) The Contractor shall ensure that Collection Services at schools do not take place during the hours indicated below to minimize interference with student drop-off and pick-up:
  - **8:00 a.m. – 9:30 a.m.**
  - **2:30 p.m. – 4:00 p.m.**

## 6.2 COLLECTION REQUIREMENTS

The Contractor shall ensure that all Blue Boxes are neatly stacked after collection. Empty Blue Boxes and Blue Carts are to be returned to approximately the same location they were placed for collection. At no time following collection are empty Blue Boxes and Blue Carts to be placed on the road surface, impede pedestrian traffic on sidewalks, or be placed in a household driveway/collection point in a manner that impedes movement of a motorized vehicle, or thrown, dropped, and handled in a way that damages the containers. The Contractor will replace containers it has damaged, or containers the County has determined the Contractor has damaged.

## 6.3 ACCEPTABLE RECYCLABLE MATERIALS

All recyclables shall be collected in accordance with the specifications set out and agreed upon between the Contractor and CMO and as set out in the agreement entered into between the Contractor and CMO.

## 6.4 COLLECTION AREAS AND ROUTES

The Parties agree that the Collection Areas and Routes will be in accordance with the specifications outlined within the CMO/GFL Contract Documents and the Contractor shall prepare for the County's review and approval, a written description of all the collection areas and routes within a period of ten (10) business days of the execution of this Contract. The Contractor acknowledges and agrees that no alteration may be made to collection areas and/or routes without the prior written approval of the County Representative.

## 6.5 COLLECTION CONCERNS DUE TO ROAD CONDITIONS/WINTER WEATHER

Collections will be undertaken in accordance with the specifications outlined in this Contract including but not limited to those documents setting out the provision of additional resources and unscheduled collections, notification to the County, and implementing an operational contingency plan. In unforeseeable situations due to hazardous road conditions and/or winter maintenance the Contractor is unable to service 1 to 2 roads and/or partial roads, the Contractor shall offer next day service. If the conditions are such that the Contractor chooses to not collect all the rural roads in the affected area, the Contractor will arrange collections for the affected area(s) on the following Friday. In either case the collection services will be undertaken at no additional cost to the County and IC&I locations shall have the option to double-up set out

volumes the following week. Such failure to collect by the Contractor shall only occur in the most exceptional and unforeseeable circumstances and accordance with the terms and conditions set out in the Contract Documents.

## 6.6 SCAVENGING FORBIDDEN

The Contractor shall not scavenge, or permit any person to scavenge at any time, including during collections at the transfer and disposal sites or otherwise. Scavenging includes sorting through the materials, collected materials or at any stage of the Works provided to look for items that may have monetary value. The Contractor will inform the County of any scavenging activity that they observe during the course of their Work (i.e., on collection routes) by the public.

Scavenging shall not include searches for misplaced or lost items, nor will it include sorting and removing non-compliant material.

## 7. PRICING and ADJUSTMENTS

### 7.1 UNIT PRICES

The Unit Prices as outlined below shall be relied upon to calculate monthly payment for the Contractor.

- (a) GFL acknowledges and agrees that it shall invoice the County on a monthly basis for the collection and management of the Non-Eligible IC&I sources materials. The two costs invoiced by GFL on a monthly basis shall be for: (i) collections; and (ii) management/processing:
  - (i) The County will make payment for the Non-Eligible source collection services provided under the terms of this Agreement directly to the Contractor. The curbside collection cost per Non-Eligible IC&I location shall be \$6.91/month multiplied by the number of Non-Eligible IC&I locations that are included on the Non-Eligible IC&I list submitted by the County to GFL (and subsequently to CMO);
  - (ii) The Parties acknowledge and agree that the Non-Eligible Source Unit Price is set by CMO at \$200 per tonne for management/processing of the collected materials. Any tonnes of materials collected from Non-Eligible IC&I sources shall be calculated using the number of Non-Eligible IC&I source stops divided by total number of stops, multiplied by tonnes collected. For example purposes only:  
$$433 \text{ IC\&I stops} / 24000 \text{ total stops (including residential)} * 500 \text{ tonnes} = 9.02 \text{ tonnes}$$

GFL shall invoice the County monthly for the management/processing charge for Non-Eligible IC&I Sources, as calculated and charged by CMO to GFL (using the tonnage calculation above multiplied by the \$200 per tonne management and processing unit price set out above). GFL's monthly

invoice to the County shall include the supporting documentation from CMO regarding the tonnages and calculated charges.

## 7.2 UNIT PRICE CHANGE/ANNUAL INFLATION ADJUSTMENT

- (a) Unit Prices set out in the Contract Documents shall remain firm and fixed for the duration of the Contract Term and shall be subject to CPI adjustments in accordance with the Contract Documents.
- (b) Unit Prices shall be adjusted annually during the Contract Term based on the percentage change in the posted All-items CPI (Consumer Price Index) for Ontario for the previous twelve (12) month period ending June of the contract renewal year. The CPI figures are posted on the Government of Canada website at <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>. This adjustment shall be applied to the Unit Prices each year on the date of execution of the Contract starting in the second year of the Contract.

The increase, or decrease, as the case will be based on the following formula:

$$\text{CPI Adjustment} = \text{Current Unit Price} \times \frac{\text{All-items CPI June upcoming year}}{\text{All-items CPI June current year}}$$

## 8. GENERAL NOTIFICATION REQUIREMENTS

### 8.1 NOTICE

Communications among the County and the Contractor, including all written notices required by the Contractor, may be delivered by hand, email or by pre-paid registered mail to the address as set out below:

- (a) Notice to the County:  
The Corporation of the County of Dufferin  
30 Centre St.  
Orangeville, ON L9W 2X1  
Email: [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)  
Attention: Manager of Waste Services
- (b) Notice to the Contractor:  
GFL Environmental Inc.  
19 Commerce Rd.  
Orangeville, ON, L9W 3X5  
Email: [cnelson@gflenv.com](mailto:cnelson@gflenv.com)  
Attention: District Manager

A communication or notice that is addressed as above will be considered to have been received:

- (a) Immediately upon delivery, if delivered by hand;
- (b) Immediately upon transmission if sent and received by email during business hours and deemed to have been received the following business day if received after 4:30 pm: or
- (c) On the date it is actually received, if sent by registered mail

The County or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address which is then applicable.

*One signature page to follow.*

**IN WITNESS** whereof, the Parties have by their authorized signing officers duly authorized in that regard hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED**

**GFL ENVIRONMENTAL INC.**



Per: Craig Nelson  
Title: General Manager  
Date: Sept 1, 2023

Per:  
Title:  
Date:

*I/We have the authority to bind the Corporation*

**THE CORPORATION OF THE COUNTY OF DUFFERIN**

Per:  
Title: **Warden, County of Dufferin**  
Date:

Per:  
Title: **Clerk, County of Dufferin**  
Date:

*I/We have the authority to bind the County*



SCHEDULE "A": COUNTY AND GFL CORRESPONDENCE

**From:** [Craig Nelson](#)  
**To:** [Melissa Kovacs](#)  
**Cc:** [Scott Burns](#); [Linde Devins](#); [Tushar Kumar](#)  
**Subject:** RE: Dufferin County Non-eligible sources - collections list for Circular Materials  
**Date:** Tuesday, August 15, 2023 2:03:00 PM  
**Attachments:** [image001.png](#)

---

Ok thanks,

**Craig Nelson** | District Manager

GFL Environmental Inc.

19 Commerce Rd., Orangeville, ON L9W 3X5

**T** (905) 843-2552 Ext. 61911 | **F** (519) 940-4167 | **C** 905-460-7493 | [CNelson@gflenv.com](mailto:CNelson@gflenv.com) | [www.gflenv.com](http://www.gflenv.com)

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**From:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>

**Sent:** Tuesday, August 15, 2023 12:58 PM

**To:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>

**Cc:** Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Linde Devins <[LDevins@gflenv.com](mailto:LDevins@gflenv.com)>; Tushar Kumar <[tusharkumar@gflenv.com](mailto:tusharkumar@gflenv.com)>

**Subject:** RE: Dufferin County Non-eligible sources - collections list for Circular Materials

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Craig,

Thanks for this.

Also, please find attached the updated excel sheet with the additional stop we added – and you sent to CMO/for inclusion . There are 433 stops.

We will have the contract document to you shortly.

Thanks, and have a great day,  
Melissa

**Melissa Kovacs Reid** | Manager of Waste Services

County of Dufferin | 519.941.2816 x2622 | [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

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**From:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>  
**Sent:** Tuesday, August 15, 2023 10:19 AM  
**To:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>  
**Cc:** Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Linde Devins <[LDevins@gflenv.com](mailto:LDevins@gflenv.com)>; Tushar Kumar <[tusharkumar@gflenv.com](mailto:tusharkumar@gflenv.com)>  
**Subject:** RE: Dufferin County Non-eligible sources - collections list for Circular Materials

Hi Melissa,

We will be invoicing the County \$6.91 per stop per month X 432 stops based on the list provided by the County and agreed by RLG and GFL. You can use the CPI and Fuel index wording from your contract for this collection to avoid any confusion.

Regards,

**Craig Nelson** | District Manager

GFL Environmental Inc.

19 Commerce Rd., Orangeville, ON L9W 3X5

**T** (905) 843-2552 Ext. 61911 | **F** (519) 940-4167 | **C** 905-460-7493 | [CNelson@gflenv.com](mailto:CNelson@gflenv.com) | [www.gflenv.com](http://www.gflenv.com)

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**From:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>  
**Sent:** Tuesday, August 15, 2023 9:01 AM  
**To:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>  
**Cc:** Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>  
**Subject:** RE: Dufferin County Non-eligible sources - collections list for Circular Materials

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Craig,

Thanks for sending along the pricing information.

Reading the information, I don't fully understand the breakdown/how the calculation will be made. Could you please let us know how GFL will be calculating the monthly invoice, including the base collection price per unit of \$6.91/stop/month?

Thanks,  
Melissa

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**From:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>  
**Sent:** Monday, August 14, 2023 6:40 AM

**To:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>

**Subject:** RE: Dufferin County Non-eligible sources - collections list for Circular Materials

Hi Melissa,

Attached are the documents you requested.

Thanks

**Craig Nelson** | District Manager

GFL Environmental Inc.

19 Commerce Rd., Orangeville, ON L9W 3X5

**T** (905) 843-2552 Ext. 61911 | **F** (519) 940-4167 | **C** 905-460-7493 | [CNelson@gflenv.com](mailto:CNelson@gflenv.com) | [www.gflenv.com](http://www.gflenv.com)

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**From:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>

**Sent:** Thursday, August 10, 2023 2:08 PM

**To:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>

**Cc:** Dale Smyth <[dsmyth@gflenv.com](mailto:dsmyth@gflenv.com)>; Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>

**Subject:** RE: Dufferin County Non-eligible sources - collections list for Circular Materials

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Craig,

For the non-eligible sources (IC&I) recycling collection pricing (as included in your email below), please confirm if this is a set price or does GFL have an annual price adjustment clause (e.g. CPI increase) in your collection contract with CMO that will also be applied to the contract between GFL and Dufferin. If so, please send us the wording to be included in the GFL-Dufferin contract, which we are almost ready to send GFL for review and signing.

Thanks,  
Melissa

**Melissa Kovacs Reid** | Manager of Waste Services

County of Dufferin | 519.941.2816 x2622 | [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

---

**From:** Melissa Kovacs

**Sent:** Monday, June 5, 2023 9:59 AM  
**To:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>  
**Cc:** Dale Smyth <[dsmyth@gflenv.com](mailto:dsmyth@gflenv.com)>; Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>  
**Subject:** RE: Dufferin County Non-eligible sources - collections list for Circular Materials

Good morning Craig,

Thank you for your response, and the pricing for the non-eligible sources collections.

Best regards,  
Melissa

**Melissa Kovacs Reid | Manager of Waste Services**  
**County of Dufferin** | 519.941.2816 x2622 | [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

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**From:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>  
**Sent:** Monday, June 5, 2023 9:54 AM  
**To:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>  
**Cc:** Dale Smyth <[dsmyth@gflenv.com](mailto:dsmyth@gflenv.com)>; Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>  
**Subject:** RE: Dufferin County Non-eligible sources - collections list for Circular Materials

Good Morning Melissa,

I have forwarded the list to CMO and requested they add it to our SoW for the collections contract.

For pricing on the collection of the non-eligible sources we will be charging \$6.91/month/unit for the weekly collections.

Regards,

**Craig Nelson** | District Manager

GFL Environmental Inc.

19 Commerce Rd., Orangeville, ON L9W 3X5

**T** (905) 843-2552 Ext. 61911 | **F** (519) 940-4167 | **C** 905-460-7493 | [CNelson@gflenv.com](mailto:CNelson@gflenv.com) | [www.gflenv.com](http://www.gflenv.com)

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**From:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>  
**Sent:** Friday, May 26, 2023 3:49 PM  
**To:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>

**Cc:** Dale Smyth <[dsmyth@gflenv.com](mailto:dsmyth@gflenv.com)>; Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>

**Subject:** Dufferin County Non-eligible sources - collections list for Circular Materials

**Importance:** High

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Craig,

Please find attached the Non-eligible sources collections list for inclusion in GFL's contract with Circular Materials, under the Residence and Facility SoW Exhibit 6.

As per CM's instructions, please send it to them.

Please let us know if you require anything else, and please confirm when the list is sent. CM is requesting it is sent asap.

Thanks,  
Melissa

**Melissa Kovacs Reid | Manager of Waste Services**

**County of Dufferin** | 519.941.2816 x2622 | [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

---

**From:** Melissa Kovacs

**Sent:** Tuesday, May 23, 2023 2:41 PM

**To:** [cnash@circularmaterials.ca](mailto:cnash@circularmaterials.ca); [operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)

**Cc:** [CNelson@gflenv.com](mailto:CNelson@gflenv.com); Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>

**Subject:** RE: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

Good morning Carrie and CM team,

I am following up on my email below. Thanks Carrie for explaining CM's position on not allowing the adding of non-eligible sources to the collection list once it has been submitted.

We understand that there is effort involved with adding new non-eligible sources, just as there is effort with removing them. We would be amenable for a discussion around including a process for adding locations, and potential service fee for this inclusion. As I mentioned below, we are sure there will be some new businesses (addresses) starting up over the next few years. We don't expect a large number, however there will be some. Similar to households, municipalities can expect growth within the non-eligible IC&I sector. We understand that as of 2026 municipalities will need to determine non-eligible sources collections for recycling, and are figuring out our options with our contractor for that time.

In the meantime, we are appreciative to CMO for the option to include non-eligible sources on the

recycling routes during transition, and appreciative to GFL for agreeing to it. The last step is allowing our community to add to the collection list, just as we would households. Please let us know when we can further discuss.

On another note, we have been working with GFL and we are very close to having our non-eligible sources list confirmed. We will be sending the confirmed list to GFL this week, to send to CMO for inclusion in your Residence and Facility SoW Exhibit 6.

A big thanks to the CMO team as the pieces are worked out for transition.

Best regards,  
Melissa

**Melissa Kovacs Reid | Manager of Waste Services**  
**County of Dufferin** | 519.941.2816 x2622 | [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

---

**From:** Melissa Kovacs  
**Sent:** Wednesday, May 10, 2023 11:21 AM  
**To:** 'Carrie Nash' <[cnash@circularmaterials.ca](mailto:cnash@circularmaterials.ca)>; Circular Materials Operations <[operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)>  
**Cc:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>; Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>  
**Subject:** RE: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

Good morning Carrie and CM team,

Thank you for the response. We will be meeting Craig from GFL tomorrow to discuss next steps with the list of non-eligible sources, so GFL can submit the addresses to be added to the SoW Exhibit 6. We will have the list finalized by the end of next week.

There is the mention in the email below regarding *submitting any requests to remove non-eligible source addresses to CM's contractor (i.e. the contractor can submit a change order request to the CCS Operator to remove non-eligible source addresses from its Residence and Facility SoW Exhibit 6).*

Over 2.5 years of the transition period, we are sure there will be new non-eligible sources that start up (i.e. request service) that aren't at an existing location on the address list. As there is a process to remove stops, we're requesting that the same/similar process to add stops be available. Please let me know when we can discuss this.

Thanks and have a great day,  
Melissa

**Melissa Kovacs Reid | Manager of Waste Services**  
**County of Dufferin** | 519.941.2816 x2622 | [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

---

**From:** Carrie Nash <[cnash@circularmaterials.ca](mailto:cnash@circularmaterials.ca)>

**Sent:** Tuesday, May 9, 2023 9:41 AM

**To:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>; Circular Materials Operations <[operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)>

**Cc:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>; Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>

**Subject:** RE: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

Hi, Melissa. Further to our call yesterday, our team reviewed your inquiry and developed the response below. Once you have had a chance to review, please reach out if you have questions. Talk soon, Carrie.

### **Securing collection service for non-eligible sources for opt-out communities**

The Eligible Community (EC) must:

- Establish an arrangement with Circular Materials (CM) Residence and Facility (R&F) Contractor that addresses compensation for collection from non-eligible sources and compensation for the Non-Eligible Source Unit Price that CM will charge its contractor for receiving, hauling, and processing blue box material collected from non-eligible sources.
  - As part of this arrangement, the EC and CM's R&F Contractor must agree on the list of non-eligible source addresses.
  - The arrangement should be established prior to CM and its contractor executing their agreement. Where this does not occur, the arrangement must be established sufficiently in advance of the EC's transition date to accommodate CM amending the agreement with its contractor to add the non-eligible source addresses to Exhibit 6 and to accommodate CM modifying its administrative systems to avoid delays in payments to its contractor.
  - Neither CM nor the CCS Operator (RLG) is party to the arrangement between the EC and CM's contractor for the collection of non-eligible sources.
  - The Non-Eligible Source Unit Price is set at \$200/tonne. Tonnes collected from non-eligible sources will be calculated using the number of non-eligible source stops as a percentage of total stops multiplied by tonnes collected. The charge will be deducted from the monthly compensation due from CM to its contractor under the Residence and Facility SoW.
- Make payment for the non-eligible source services directly to CM's contractor per the terms of the EC's arrangement with CM's contractor to service non-eligible sources.
- Submit any requests to remove non-eligible source addresses to CM's contractor.
  - Note: the contractor can submit a change order request to the CCS Operator to remove non-eligible source addresses from its Residence and Facility SoW Exhibit 6.

CM's contractor must:

- Provide the list of non-eligible source addresses to CM for inclusion in the contractor's Residence and Facility SoW Exhibit 6.
  - This list should be provided by CM's contractor to CM prior to executing the agreement with CM. Where this does not occur, the list must be provided sufficiently in advance of the SoW Service Commencement Date (i.e., the EC's transition date) to accommodate CM amending the agreement with its contractor to add the non-eligible source addresses to Exhibit 6 and to accommodate CM modifying its administrative systems to avoid delays in



payments to its contractor.



**Carrie Nash | Senior Transition Manager**

Email: [cnash@circularmaterials.ca](mailto:cnash@circularmaterials.ca)

Phone: 519-282-1035

Website: [CircularMaterials.ca](http://CircularMaterials.ca)

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**From:** Melissa Kovacs <[mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca)>  
**Sent:** Monday, May 8, 2023 2:23 PM  
**To:** Circular Materials Operations <[operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)>  
**Cc:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>; Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>  
**Subject:** RE: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

**CAUTION:** This email originated from outside of the organization.

Good afternoon CM team,

Following up on my email below. Could you please let us know next steps, so we can do what is needed ahead of our July 1<sup>st</sup> transition.

Many thanks,  
Melissa

**Melissa Kovacs Reid | Manager of Waste Services**  
**County of Dufferin** | 519.941.2816 x2622 | [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

---

**From:** Melissa Kovacs  
**Sent:** Wednesday, April 26, 2023 10:43 AM  
**To:** [operations@circularmaterials.ca](mailto:operations@circularmaterials.ca)  
**Cc:** Craig Nelson <[CNelson@gflenv.com](mailto:CNelson@gflenv.com)>; Scott Burns <[sburns@dufferincounty.ca](mailto:sburns@dufferincounty.ca)>; Chris Fast <[cfast@dufferincounty.ca](mailto:cfast@dufferincounty.ca)>  
**Subject:** Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

Good morning Circular Materials team,

Dufferin County has decided to collect ineligible sources during Blue Box transition. GFL has agreed to collect these locations. We are in the midst of confirming the location addresses for these approximately 450 stops.

Please let us know the next steps:

Collection – do we only need an agreement with GFL to collect these locations, or does CM also need to be part of this agreement? What else does CM require regarding the collections (e.g. the list of addresses, etc.)?

- Processing – will there be an agreement between the County and Circular Materials for the processing of ineligible sources recyclables, which also outlines the calculation that will be utilized for the tonnage (i.e. similar to the Blue Box Datacall?) What else does CM require regarding processing?
- Anything else?

I've cc'd Craig Nelson (District Manager) into this email, who is our County GFL contact.

Many thanks,  
Melissa

**Melissa Kovacs Reid | Manager of Waste Services**

**County of Dufferin** | 519.941.2816 x2622 | [mkovacs@dufferincounty.ca](mailto:mkovacs@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

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SCHEDULE "B": STANDARD TERMS AND CONDITIONS

# Standard Terms and Conditions

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## ARTICLE 1 – INTERPRETATION

### 1.01 **Defined Terms**

When used in the Contract, the following words or expressions have the following meanings:

**“Authority”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

**“Business Day”** means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the County has elected to be closed for business;

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Contractor had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the County and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Contractor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

**“Contractor Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Contractor’s Intellectual Property”** means Intellectual Property owned by the Contractor prior to its performance under the Contract or created by the Contractor during the Term of the Contract independently of the performance of its obligations under the Contract;

**“County Confidential Information”** means all information of the County that is of a confidential nature, including all confidential information in the custody or control of the County, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into

the knowledge, possession or control of the Contractor in connection with the Contract. For greater certainty, County Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the County, the Contractor or any third-party; (ii) all information (including Personal Information) that the County is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Contractor of any duty of confidentiality owed by the Contractor to the County or to any third-party; (ii) the Contractor can demonstrate to have been rightfully obtained by the Contractor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Contractor free of any obligation of confidence; (iii) the Contractor can demonstrate to have been rightfully known to or in the possession of the Contractor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Contractor; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

**“County Representative”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Deliverables”** means everything developed for or provided to the County in the course of performing under the Contract or agreed to be provided to the County under the Contract by the Contractor or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

**“Effective Date”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Indemnified Parties”** means the County and the County’s officials, directors, officers, agents, employees and volunteers;

**“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Contractor establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering

gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the County;

**“Intellectual Property”** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

**“Newly Created Intellectual Property”** means any Intellectual Property created by the Contractor in the course of performance of its obligations under the Contract;

**“Person”** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual;

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding;

**“Rates”** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

**“Record”** means any recorded information, including any Personal Information, in any form: (a) provided by the County to the Contractor, or provided by the Contractor to the County, for the purposes of the Contract; or (b) created by the Contractor in the performance of the Contract;

**“Requirements of Law”** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

**“Term”** is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); and

**“Third-Party Intellectual Property”** means any Intellectual Property owned by a party other than the County or the Contractor.

## **ARTICLE 2 – GENERAL TERMS**

### **2.01 No Indemnities from the County**

Notwithstanding anything else in the Contract, any express or implied reference to the County providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the County beyond the obligation to pay the Rates in respect of Deliverables accepted by the County, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

### **2.02 Entire Contract**

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

### **2.03 Severability**

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### **2.04 Failure to Enforce Not a Waiver**

Any failure by the County to insist in one or more instances upon strict performance by the Contractor of any of the terms or conditions of the Contract shall not be construed as a waiver by the County of its right to require strict performance of any such terms or conditions, and the obligations of the Contractor with respect to such performance shall continue in full force and effect.

### **2.05 Changes by Written Amendment Only**

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.



## 2.06 **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

## 2.07 **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the County Representative and the Contractor Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

## 2.08 **Governing Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN COUNTY AND CONTRACTOR**

### 3.01 **Contractor's Power to Contract**

The Contractor represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the County under the Contract.

### 3.02 **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

### 3.03 **Contractor Not a Partner, Agent or Employee**

The Contractor shall have no power or authority to bind the County or to assume or create any obligation or responsibility, express or implied, on behalf of the County. The Contractor shall not hold itself out as an agent, partner or employee of the County. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the County and the Contractor or any of the Contractor's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

### 3.04 **Non-Exclusive Contract, Work Volumes**

The Contractor acknowledges that it is providing the Deliverables to the County on a non-exclusive basis. The County makes no representation regarding the volume of goods and services required under the Contract. The County reserves the right to contract with other parties for the same or similar goods and services as those provided by the Contractor and reserves the right to obtain the same or similar goods and services internally.

### 3.05 **Responsibility of Contractor**

The Contractor agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Contractor's liabilities under the Contract and under the general application of law. The Contractor shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Contractor pursuant to the Contract or otherwise at law or in equity, the Contractor shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

### 3.06 **No Subcontracting or Assignment**

The Contractor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the County. Such consent shall be in the sole discretion of the County and subject to the terms and conditions that may be imposed by the County. Without limiting the generality of the conditions which the County may require prior to consenting to the Contractor's use of a subcontractor, every contract entered into by the Contractor with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the County.

**3.07 Duty to Disclose Change of Control**

In the event that the Contractor undergoes a change in control the Contractor shall immediately disclose such change in control to the County and shall comply with any terms and conditions subsequently prescribed by the County resulting from the disclosure.

**3.08 Conflict of Interest**

The Contractor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the County without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the County to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the County may immediately terminate the Contract upon giving notice to the Contractor where: (a) the Contractor fails to disclose an actual or potential Conflict of Interest; (b) the Contractor fails to comply with any requirements prescribed by the County to resolve a Conflict of Interest; or (c) the Contractor's Conflict of Interest cannot be resolved to the satisfaction of the County. This paragraph shall survive any termination or expiry of the Contract.

**3.09 Contract Binding**

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

**ARTICLE 4 – PERFORMANCE BY CONTRACTOR**

**4.01 Commencement of Performance**

The Contractor shall commence performance upon receipt of written instructions from the County.

#### 4.02 **Deliverables Warranty**

The Contractor hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the County, are inadequately provided or require corrections, the Contractor shall forthwith make the necessary corrections at its own expense as specified by the County in a rectification notice.

#### 4.03 **Health and Safety**

Without limiting the generality of section 4.02, the Contractor warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Contractor's obligations under the Contract. The Contractor shall provide the County with evidence of the Contractor's compliance with this section upon request by the County.

#### 4.05 **Use and Access Restrictions**

The Contractor acknowledges that unless it obtains specific written preauthorization from the County, any access to or use of the County property, technology or information that is not necessary for the performance of its contractual obligations with the County is strictly prohibited. The Contractor further acknowledges that the County may monitor the Contractor to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Contractor.

#### 4.06 **Notification by Contractor of Discrepancies**

During the Term, the Contractor shall advise the County promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

#### 4.07 **Change Requests**

The County may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Contractor shall comply with all reasonable County change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Contractor is unable to comply with the change request, it shall promptly notify the County and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

#### 4.08 **Pricing for Requested Changes**

Where a County change request includes an increase in the scope of the previously contemplated Deliverables, the County shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Contractor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the County and the Contractor within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

#### 4.09 **Performance by Specified Individuals Only**

The Contractor agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Contractor shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the County, which may not arbitrarily or unreasonably be withheld. Should the Contractor require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Contractor shall not claim fees for any replacement individual greater than the Rates established under the Contract.

#### 4.10 **Time**

Time is of the essence of the Contract.

#### 4.11 **Rights and Remedies Not Limited to Contract**

The express rights and remedies of the County and obligations of the Contractor set out in the Contract are in addition to and shall not limit any other rights and remedies available to the County or any other obligations of the Contractor at law or in equity.

## **ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT**

### **5.01 Payment According to Contract Rates**

The County shall, subject to the Contractor's compliance with the provisions of the Contract, pay the Contractor for the Deliverables provided at the Rates established under the Contract.

### **5.02 Hold Back or Set Off**

The County may hold back payment or set off against payment if, in the opinion of the County acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

### **5.03 No Expenses or Additional Charges**

There shall be no other charges payable by the County under the Contract to the Contractor other than the Rates established under the Contract.

### **5.04 Payment of Taxes and Duties**

Unless otherwise stated, the Contractor shall pay all applicable taxes, including excise taxes incurred by or on the Contractor's behalf with respect to the Contract.

### **5.05 Withholding Tax**

The County shall withhold any applicable withholding tax from amounts due and owing to the Contractor under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

### **5.06 Interest on Late Payment**

If a payment is in arrears through no fault of the Contractor, the interest charged by the Contractor, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

### **5.07 Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Contractor shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Contractor shall permit and assist the County in conducting audits of the operations of the Contractor to verify (a) and (b) above. The County shall provide the Contractor with at least ten (10) Business Days prior notice of its requirement for such audit. The Contractor's obligations under this paragraph shall survive any termination or expiry of the Contract.

## **ARTICLE 6 – CONFIDENTIALITY**

### **6.01 Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Contract shall be at the sole discretion of the County. The County may, in its sole discretion, acknowledge the Deliverables provided by the Contractor in any such publicity or publication. The Contractor shall not make use of its association with the County without the prior written consent of the County. Without limiting the generality of this paragraph, the Contractor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the County.

### **6.02 County Confidential Information**

During and following the Term, the Contractor shall: (a) keep all County Confidential Information confidential and secure; (b) limit the disclosure of County Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any County Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the County and (ii) in respect of any County Confidential Information about any third-party, the written consent of such third-party; (d) provide County Confidential Information to the County on demand; and (e) return all County Confidential Information to the County on or before the expiry or termination of the Contract, with no copy or portion kept by the Contractor.

### **6.03 Restrictions on Copying**

The Contractor shall not copy any County Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Contractor, the Contractor must reproduce all notices which appear on the original.

#### **6.04 Notice of Breach**

The Contractor shall notify the County promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of County Confidential Information.

#### **6.05 Injunctive and Other Relief**

The Contractor acknowledges that breach of any provisions of this Article may cause irreparable harm to the County or to any third-party to whom the County owes a duty of confidence, and that the injury to the County or to any third-party may be difficult to calculate and inadequately compensable in damages. The Contractor agrees that the County is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

#### **6.06 Notice and Protective Order**

If the Contractor or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any County Confidential Information, the Contractor will provide the County with prompt notice to that effect in order to allow the County to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the County and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Contractor will disclose only that portion of County Confidential Information which the Contractor is legally compelled to disclose, only to such person or persons to which the Contractor is legally compelled to disclose, and the Contractor shall provide notice to each such recipient (in co-operation with legal counsel for the County) that such County Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such County Confidential Information subject to those terms and conditions.

#### **6.07 Records and Legislative Compliance**

The Contractor and the County acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Contractor agrees (a) to keep Records secure; (b) to provide Records to the County within seven (7) calendar days of being directed to do so by the County for



any reason including an access request or privacy issue; (c) not to access any Personal Information unless the County determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the County; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a County representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the County would improve the adequacy and effectiveness of the Contractor's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the County may be disclosed by the County where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

#### **6.08 Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

### **ARTICLE 7 – INTELLECTUAL PROPERTY**

#### **7.01 County Intellectual Property**

The Contractor agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the County to the Contractor shall remain the sole property of the County at all times.

#### **7.02 No Use of the County Insignia**

The Contractor shall not use any insignia or logo of the County except where required to provide the Deliverables, and only if it has received the prior written permission of the County to do so.

#### **7.03 Ownership of Intellectual Property**

The County shall be the sole owner of any Newly Created Intellectual Property. The Contractor irrevocably assigns to and in favour of the County and the County accepts

every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the County all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Contractor's Intellectual Property, the Contractor grants to the County a licence to use that Contractor Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Contractor by the County.

#### **7.04 Contractor's Grant of License**

For those parts of the Deliverables that are Contractor Intellectual Property, the Contractor grants to the County a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the County.

#### **7.05 No Restrictive Material in Deliverables**

The Contractor shall not incorporate into any Deliverables anything that would restrict the right of the County to modify, further develop or otherwise use the Deliverables in any way that the County deems necessary, or that would prevent the County from entering into any contract with any Vendor other than the Contractor for the modification, further development of or other use of the Deliverables.

#### **7.06 Third-Party Intellectual Property**

The Contractor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Contractor further represents and warrants that it has obtained assurances with respect to any Contractor Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

#### **7.07 Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

### **ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION**

#### **8.01 Immediate Termination of Contract**

The County may immediately terminate the Contract upon giving notice to the Contractor where (a) the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Contractor's insolvency; (b) the Contractor breaches any provision in Article 6 (Confidentiality); (c) the Contractor breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between County and Contractor); (d) the Contractor, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the County; (e) the Contractor undergoes a change in control which adversely affects the Contractor's ability to satisfy some or all of its obligations under the Contract; (f) the Contractor subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the County; or (g) the Contractor's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

#### **8.02 Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Contractor fails to comply with any of its obligations under the Contract, the County may issue a rectification notice to the Contractor setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the County. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the County may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor shall allow the County to immediately terminate the Contract.

#### **8.03 Termination on Notice**

The County reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Contractor.

#### **8.04 Contractor's Obligations on Termination**

On termination of the Contract, the Contractor shall, in addition to its other obligations under the Contract and at law (a) at the request of the County, provide the County with any completed or partially completed Deliverables; (b) provide the County with a report detailing: (i) the current state of the provision of Deliverables by the Contractor at the date of termination; and (ii) any other information requested by the County pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such

documentation as may be required by the County to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the County, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

**8.05 Contractor's Payment Upon Termination**

On termination of the Contract, the County shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Contractor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the County may hold back payment or set off against any payments owed if the Contractor fails to comply with its obligations on termination.

**8.06 Termination in Addition to Other Rights**

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the County under the Contract, at law or in equity.

**8.07 Expiry and Extension of Contract**

The Contract shall expire on the original Expiry Date, unless the County exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the County giving notice to the Contractor not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

**8.08 Evaluation of Performance**

The Contractor will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Contractor fails to perform its obligations under the Contract, the County may, in addition to any and all legal and equitable remedies available to it, place the Contractor on probation or suspend the Contractor from participating in future procurement opportunities.

# 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 SEPTEMBER 14, 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 September 14,, 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 14<sup>th</sup> day of September, 2023.

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Wade Mills, Warden



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Rebecca Whelan, Deputy Clerk