

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2019-11

**A BY-LAW TO AUTHORIZE THE EXECUTION OF A HEALTH UNIT AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN, THE CORPORATION OF THE COUNTY OF WELLINGTON, THE CORPORATION OF THE CITY OF GUELPH AND THE BOARD OF HEALTH FOR THE WELLINGTON-DUFFERIN-GUELPH PUBLIC HEALTH UNIT. (WGD Public Health Unit Agreement)**

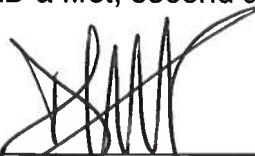
WHEREAS the parties to this Agreement established a Health Unit, by agreement dated April 13, 1967, and renewed under County of Dufferin Bylaw 97-02:

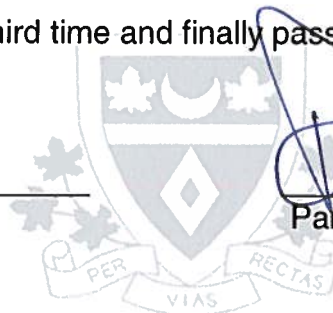
AND WHEREAS the parties wish to continue the Health Unit so established, subject to the terms and conditions of a new Agreement;

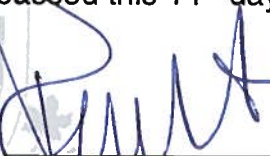
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Head of Council and Clerk be, and are hereby authorized to, execute the Agreement attached hereto as Schedule "A" which forms part of this Bylaw, and to affix the corporate seal thereto;
2. That By-law 97-02 hereby be repealed;
3. That this by-law comes into force immediately upon passing.

READ a first, second and third time and finally passed this 14<sup>th</sup> day of March, 2019.

  
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Darren White, Warden



  
\_\_\_\_\_  
Pam Hillock, Clerk

**Schedule "A"**

AGREEMENT made this     day of                     , 2019.

AMONG:

THE CORPORATION OF THE COUNTY OF WELLINGTON

-and-

THE CORPORATION OF THE COUNTY OF DUFFERIN

-and-

THE CORPORATION OF THE CITY OF GUELPH

-and-

BOARD OF HEALTH FOR THE WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT

WHEREAS the Municipal Parties to this Agreement established a Health Unit, named and designated Board of Health for the Wellington-Dufferin-Guelph Health Unit, by agreement dated April 13, 1967;

AND WHEREAS the Municipal Parties wish to continue the Health Unit so established subject to the terms and conditions of a new agreement;

AND WHEREAS, pursuant to the *Health Protection and Promotion Act* ("HPPA"), R.S.O., 1990, Chap. H.7, Section 72, the Municipal Parties may, by agreement, determine the proportion of the expenses incurred by or on behalf of a board of health of a health unit to be borne by each of the Municipal Parties;

NOW THEREFORE in consideration of the terms and conditions herein, the Municipal Parties mutually covenant and agree as follows:

1. The Board of Health for the Wellington-Dufferin-Guelph Health Unit, referred to in this Agreement as "the Health Unit" is continued.
2. The Health Unit is under the management of a Board of Health, referred to in this Agreement as "the Board".
3. The Health Unit, being the area of jurisdiction of the Board, represents a geographical area containing the County of Wellington, the County of Dufferin and the City of Guelph, referred to in this Agreement as "the Municipal Parties"
4. (1) Subject to the requirements of the HPPA and its Regulations the Board is comprised of municipal and provincial appointees as outlined in the Board By-law No. 1 being the general By-law of the Board for the Health Unit.

(2) The term of office of a municipal member continues at the pleasure of the council that appointed the municipal member but, unless ended sooner, ends with the ending of the term of office of the council.

5. (1) The Municipal Parties' share of the annual expense shall be calculated in ratio of their populations as published in the Statistics Canada Census. To reflect the continued ongoing use of the Statistics Canada Census, the Municipal Parties agree that the allocations used in this calculation will be used in the budget year following the year in which new information is released. For example, if new population statistics are published by Statistics Canada in 2021, the updated calculation will be used by the Board to calculate the proportion of the Health Unit's expenses to be paid by each of the Municipal Parties in the 2022 budget year.
- (2) The Municipal Parties' combined share of the annual expenses of the Health Unit shall be calculated on the net revenue and expenditure position inclusive of funding provided by the Ministry of Health and Long-term Care. For more clarity, the Municipal Parties shall fund annually in their proportionate share, the remaining funding requirement of the Health Unit after deducting amounts that will be funded by the Ministry of Health and Long-term Care.
- (3) The Municipal Parties shall pay their share of the total allocation of the Health Unit quarterly on these dates:
- a. January 15
  - b. April 15
  - c. July 15
  - d. October 15
- (4) The Board shall provide a formal funding notice to the Municipal Parties to advise of their share of the total allocation of the Health Unit in advance of the second required quarterly payment, unless the budget has not been approved by the Board of Health by that time.
- (5) The first quarterly payments shall be made in accordance with the estimated allocation. The remaining quarterly payments shall be made in accordance with the finalized allocation schedule with any reconciling adjustment being made in the second quarterly payment.
- (6) In the event that the Municipal Parties' combined share of the total allocation of the Health Unit changes as a result of an unexpected event and/or unexpected funding change by the Ministry of Health and Long-term Care, formal notice shall be provided to the Municipal Parties immediately. The remaining quarterly payments shall be adjusted to reflect the amended allocation.

- (7) Interest shall be charged on late instalments at the prime lending rate of the Health Unit's bank.
6.
  - (1) The Board shall submit to the Municipal Parties on an annual basis an estimate of the revenue and expenses of the Health Unit for the year.
  - (2) This estimate shall be submitted to the Municipal Parties in September for the following year's allocation along with a copy of the draft budget report provided to the Finance-Facilities Committee of the Board.
  - (3) The Health Unit shall forward to the Municipal Parties a copy of the quarterly financial report provided to the Board of Health which shows the current status of the revenue and expenses of the Health Unit.
  - (4) In typical years, the Board approves the final budget by the December Board of Health meeting; however, in municipal election years the timeline is delayed and Board approval typically happens by the February Board meeting.
7. This Agreement shall remain in force from year to year, provided that any of the Municipal Parties may seek for the Lieutenant Governor in Council to alter the boundaries of or dissolve the Health Unit pursuant to subsection 96(5) of the HPPA.
8. In the event of the dissolution of the Health Unit, the assets and liabilities shall be distributed among the Municipal Parties in the proportions set out in section 5(1), except with respect to the 2012 Financial Agreement, which sets out the amounts owing to each of the Municipal Parties to that agreement.
9. It is agreed by the Municipal Parties that, for the purposes of this Agreement, the expenses of the Health Unit shall not include expenses incurred in the hospital care and treatment of any person suffering from a communicable disease under Part IV of the *Health Protection and Promotion Act*.
10. Municipal funding may be used for any expenditures related to the ongoing operations of the Health Unit except the purchase of real property, which requires the consent of the majority of the municipal councils in the Health Unit.
11. The Parties agree that this Agreement replaces and supersedes the previous agreements among the municipal parties pertaining to this subject matter dated 1967 and 1997.
12. Any dispute as to the interpretation or application of any provision of this Agreement shall be settled by arbitration pursuant to the legislation applicable to the respective parties to the dispute.

IN WITNESS WHEREOF the Municipal Parties hereto have affixed hereunto their corporate seals under the hands of their proper officers in that behalf.

**THE CORPORATION OF THE COUNTY OF WELLINGTON**

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**THE CORPORATION OF THE COUNTY OF DUFFERIN**

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**BOARD OF HEALTH FOR THE WELLINGTON-DUFFERIN-GUELPH HEALTH UNIT**

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**THE CORPORATION OF THE CITY OF  
GUELPH**

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