



COUNCIL AGENDA

Thursday, March 10, 2022 at 7:00 p.m.

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

1. ROLL CALL

Verbal roll call by the Clerk.

2. APPROVAL OF THE AGENDA

THAT the Agenda and any Addendum distributed for the March 10, 2022 meeting of Council, be approved.
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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 February 10, 2022, be adopted.
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5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

6. PUBLIC QUESTION PERIOD

To submit your request to ask a question, please contact us at info@dufferincounty.ca or 519-941-2816 x2500 prior to 4:30 p.m. on March 9, 2022.

7. PRESENTATION AND CONSIDERATIONS OF REPORTS

7.1. Diversity, Equity and Inclusion Community Advisory Committee Minutes – February 9, 2022

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meeting of February 9, 2022.

THAT the minutes of the Diversity, Equity and Inclusion Community Advisory Committee meeting of February 9, 2022, be adopted.

7.2. Infrastructure & Environmental Services Minutes – February 24, 2022

THAT the minutes of the Infrastructure and Environmental Services meeting held on February 24, 2022, and the recommendations set out be adopted.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – February 24, 2022 – ITEM #1
Township of Amaranth Developments – Work Within County Lands

THAT Report, Township of Amaranth Developments – Work Within County Lands, from the Director of Public Works/County Engineer, dated February 24, 2022, be received;

AND THAT staff be authorized to proceed with developing the agreements for the development as described in this report;

AND THAT the Warden and Clerk be authorized to sign the agreements as described in this report once complete and other related and necessary project details are finalized.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – February 24, 2022 – ITEM #2
Revisiting the Dufferin County Road Network Rationalization Study

THAT staff be directed to engage with the consultants of the Dufferin Road Network Rationalization Study, C.C. Tatham & Associates Ltd., to update the study and move forward with Phase 2;

AND THAT staff be authorized to re-engage the project consultant with an approved estimated cost not to exceed \$75,000.

7.3. General Government Services Minutes – February 24, 2022

THAT the minutes of the General Government Services meetings held on February 24, 2022, and the recommendations set out be adopted.

GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #1 2021 Investment Activity

THAT the Report from the Manager of Corporate Finance, Treasurer dated February 24, 2022 on 2021 Investment Activity be received.

GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #2 Annual Development Charges Report 2021

THAT the report of the Manager of Corporate Finance, Treasurer, dated February 24, 2022, regarding Annual Development Charges Report 2021 be received.

GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #3 Rescue Calls Policy Update

THAT the report of the Manager of Corporate Finance, Treasurer, dated February 24, 2022, regarding Rescue Calls Update be received.

GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #4 Primary Public Safety Answering Point (P-PSAP)

THAT the report of the Manager - Preparedness, 911 & Corporate Projects dated February 24, 2022, regarding Primary – Public Safety Answering Point, be received;

AND THAT the contract with Northern911 for provision of a Primary – Public Safety Answering Point be extended until July, 2025.

7.4. Health & Human Services Minutes – February 24, 2022

THAT the minutes of the Health and Human Services meeting held on February 24, 2022, and the recommendations set out be adopted.

HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #1
Amendment to the User Fees By-law 2015-41

THAT the report of the Administrator of Dufferin Oaks dated February 24, 2022 with respect to an amendment to the User Fee By-law be received;

AND that the fee adjustments as outlined in the report, be approved;

AND THAT Schedule B of Bylaw 2015-41 be amended as follows:

- Hot Meals – increase fee from \$7.25 to \$7.50 per meal (3.4% increase)
- Home Help and Respite – increase fee paid by client to service provider from \$15.00 to \$18.00 per hour (20% increase).

HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #2
Declaration of Compliance

THAT the report of the Administrator of Dufferin Oaks dated February 24, 2022 regarding the Declaration of Compliance be received;

AND THAT Council authorizes the Warden to sign the Declaration on behalf of Council for submission to the Central West LHIN.

HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #3
Quarterly Community Services Activity Report – Fourth Quarter 2021

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Third Quarter, 2021, dated February 24, 2022 be received.

HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #4
Social Assistance Renewal Update and Engagement Results

THAT the report of the Director, Community Services, titled Social Assistance Renewal Update and Engagement Results, dated February 24, 2022 be received.

7.5. Community Development & Tourism Minutes – February 24, 2022

THAT the minutes of the Community Development and Tourism meeting held on February 24, 2022, and the recommendations set out be adopted.
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COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #2
Vaccine Passport Requirement for Museum of Dufferin (MoD)

THAT the vaccine verification process at the Museum of Dufferin be rescinded as of March 1, 2022.

COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #3
2021 Census Population Data

THAT the report of the Director of Development and Tourism, “2021 Census Population Data”, dated February 24, 2022, be received.

COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #4
Economic Development Strategy and Update

THAT the report of the Director of Development and Tourism, “Economic Development Strategy and Update”, dated February 24, 2022, be received.

COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #5
Minimum Distance Separation (MDS) I and Surplus Farm Dwellings

THAT the report of the Director of Development and Tourism, “Minimum Distance Separation I and Surplus Farm Dwellings”, dated February 24, 2022, be received.

7.6. Transit Feasibility Working Group – Summary Notes

A summary of the Transit Feasibility Working Group meeting held on February 11, 2022.

THAT summary notes of the Transit Feasibility Working Group held on February 11, 2022, be received.

7.7. Manager of Corporate Finance, Treasurer’s Report – 2021 Statement of Council Remuneration and Expenses Paid

A report from the Manager of Corporate Finance, Treasurer, dated March 10, 2022, to present to Council the Statement of the Treasurer of the Remuneration and Expenses paid to Members of Council, required by Section 284 (1) of the Municipal Act, 2001, for 2021.

THAT the report on 2021 Statement of Council Remuneration and Expenses Paid, from the Manager of Corporate Finance, Treasurer, dated March 10, 2022, be received.

7.8. Manager of Corporate Finance, Treasurer's Report – 2021 Financial Results

A report from the Manager of Corporate Finance, Treasurer, dated March 10, 2022, to provide Council with an overview of 2021 financial results.

THAT the report of the Manager of Corporate Finance, Treasurer, dated March 10, 2022, regarding 2021 Financial Results, be received.

7.9. Chief Administrative Officer's Report – Diversity, Equity and Inclusion Community Advisory Committee (DEICAC) Term

A report from the Chief Administrative Officer, dated March 10, 2022, to raise the possibility of an extension to the term of the current Diversity, Equity, and Inclusion Community Advisory Committee (DEICAC) members.

For consideration of Council.

7.10. Chief Administrative Officer's Report – Monthly Update from Outside Boards

A report from the Chief Administrative Officer, dated March 10, 2022, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated March 10, 2022 with respect to Reports from Outside Boards be received.

8. CORRESPONDENCE

8.1. BDO Canada LLP

Correspondence from BDO Canada LLP, dated February 24, 2022, containing the audit planning report.

THAT the correspondence from BDO Canada LLP, dated February 24, 2022, containing the audit planning report, be received.

9. NOTICE OF MOTIONS

10. MOTIONS

The following motion was deferred from the February 10, 2022 Council meeting. An information report regarding Minimum Distance Separation 1' setback provisions was received by the Community Development and Tourism Committee on February 24, 2022.

10.1. Moved by Councillor Currie

THAT the requirement that surplus farm dwelling be subject to Minimum Distance Separation 1' setback provisions be removed (if applicable) from soon-to-be-completed County Official Plan.

11. CLOSED SESSION

11.1. Closed Session Minutes – Municipal Act Section 239 (2) (a) – security of the property of the municipality or local board & Municipal Act Section 239 (2)(d) – Labour relations or employee negotiations

Closed Session minutes from the meeting of Council on February 10, 2022.

12. BY-LAWS

- | | |
|---------|--|
| 2022-05 | A by-law to adopt the estimates for the sums required during the year 2022 for general purposes of the Corporation of the County of Dufferin.
Authorization: Council – March 10, 2022 |
| 2022-06 | A by-law to set tax ratios, and to set tax rate reductions, for prescribed property subclasses, for County purposes and lower-tier municipal purposes, for the year 2022.
Authorization: Council – March 10, 2022 |
| 2022-07 | A by-law to establish property tax rates for Upper-Tier (County) purposes for the year 2022.
Authorization: Council – March 10, 2022 |

- 2022-08 A by-law to provide property tax rebates to eligible charities for the year 2022.
Authorization: Council –March 10, 2022
- 2022-09 A by-law to provide tax relief to certain low-income seniors and low-income persons with disabilities, who are owners of real property in the County of Dufferin, for the year 2022.
Authorization: Council – March 10, 2022
- 2022-10 A by-law to amend By-Law 2015-41, fees and charges for services and activities provided by the County of Dufferin. (Schedule "B" – Dufferin Oaks Long Term Care Home)
Authorization: Health & Human Services – February 24, 2022
- 2022-11 A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Tiffany McCabe. (Lease Agreement – Mel Lloyd Centre)
Authorization: Council – March 10, 2022

THAT By-laws 2022-05 through 2022-11, inclusive, be read a first, second and third time and enacted.

13. OTHER BUSINESS

14. CONFIRMATORY BY-LAW

- 2022-xx A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on March 10, 2022.

THAT By-law 2022-xx be read a first, second and third time and enacted.

15. ADJOURNMENT

THAT the meeting adjourn.



DUFFERIN COUNTY COUNCIL MINUTES

Thursday, February 10, 2022 at 2:00 p.m.

Video Conference

Council Members Present:

Warden Wade Mills (Shelburne)
Councillor Steve Anderson (Shelburne)(joined at 3:09)
Councillor Sandy Brown (Orangeville)
Councillor John Creelman (Mono)
Councillor Bob Currie (Amaranth)
Councillor Guy Gardhouse (East Garafraxa)
Councillor Chris Gerrits (Amaranth)
Councillor Earl Hawkins (Mulmur)
Councillor Janet Horner (Mulmur)
Councillor Andy Macintosh (Orangeville)
Councillor Fred Nix (Mono)
Councillor Philip Rentsch (Grand Valley) (joined at 2:23 p.m.)
Councillor Steve Soloman (Grand Valley)
Councillor Darren White (Melancthon)

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Rebecca Whelan, Deputy Clerk
Aimee Raves, Manager of Corporate Finance/Treasurer
Anna McGregor, Director of Community Services
Scott Burns, Director of Public Works/County Engineer
Brenda Wagner, Administrator of Dufferin Oaks
Cody Joudry, Director of Development & Tourism
Rohan Thompson, Director of People & Equity
Tom Reid, Chief, Paramedic Services

Warden Mills called the meeting to order at 2:00 p.m.

Warden Mills announced that the meeting is being live streamed and publicly broadcast. The recording of this meeting will also be available on our website in the future.

Upcoming committee meetings will be held by video conference on Thursday, February 24, 2022 at the following times:

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

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

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

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

1. **LAND ACKNOWLEDGEMENT STATEMENT**

Warden Mills shared the Land Acknowledgement Statement.

2. **ROLL CALL**

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

3. **APPROVAL OF THE AGENDA**

Moved by Councillor Brown, seconded by Councillor Gerrits

THAT the Agenda and any Addendum distributed for the February 10, 2022 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. **APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

Moved by Councillor Hawkins, seconded by Councillor Nix

THAT the minutes of the regular meeting of Council of January 13, 2022, be adopted.

-Carried-

6. **CLOSED SESSION**

Moved by Councillor Horner, seconded by Councillor Macintosh

THAT Council move into Closed Session (2:05 p.m.) in accordance with the Municipal Act Section 239 (2) (a) – security of the property of the municipality

or local board and Municipal Act Section 239 (2)(d) – Labour relations or employee negotiations.

-Carried-

Councillor Gardhouse left during the closed meeting (2:12 pm)

Moved by Councillor Creelman, seconded by Councillor Macintosh

THAT Council move into open session (2:23 p.m.).

Councillor Rentsch and Councillor Gardhouse joined at 2:23 p.m.

7. **BUSINESS ARISING FROM CLOSED**

Moved by Councillor Brown, seconded by Councillor Nix

THAT staff be directed to proceed as discussed in Closed Session.

-Carried-

8. **PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

8.1. **Proclamation & Delegations: Non-Profit Sector Appreciation Week**

Warden Mills proclaimed the week of February 14-20, 2022 to be Non-Profit Sector Appreciation Week in the County of Dufferin. Michele Fisher, Executive Director, Dufferin Community Foundation, was in attendance to accept the proclamation and presented Council with a brief history of Non-Profit Appreciation Week, the employees and how we can show our appreciation.

8.2. **Proclamation: Human Trafficking Awareness Day – February 22, 2022**

Warden Mills proclaimed February 22, 2022 to be Human Trafficking Awareness Day in the County of Dufferin.

9. **PUBLIC QUESTION PERIOD**

There were no questions received from the Public.

PRESENTATION AND CONSIDERATIONS OF REPORTS

10. **Diversity, Equity and Inclusion Community Advisory Committee Minutes – January 12, 2022**

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meeting of January 12, 2022.

Moved by Councillor Horner, seconded by Councillor Gerrits

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

-Carried-

11. **Infrastructure & Environmental Services Minutes – January 27, 2022**

Moved by Councillor Currie, seconded by Councillor Macintosh

THAT the minutes of the Infrastructure and Environmental Services meeting held on January 27, 2022, and the recommendations set out be adopted.

-Carried-

12. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – January 27, 2022 – ITEM #1 Curbside Waste Collection - Contract Award**

THAT Report, Curbside Waste Collection - Contract Award, from the Director of Public Works/County Engineer, dated Thursday, January 27, 2022, be received.

13. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – January 27, 2022 – ITEM #2 Charge Up in Dufferin – Network Usage and Operating Cost Update**

THAT Report, Charge Up in Dufferin – Network Usage and Operating Cost Update, dated January 27, 2022 from the Director of Public Works/County Engineer be received.

14. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – January 27, 2022 – ITEM #3 Dufferin County Forest - LDD Moth Management Update**

THAT the Report, Dufferin County Forest – LDD Moth Management Update, dated January 27, 2022, from the Director of Public Works/County Engineer, be received.

15. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – January 27, 2022 – ITEM #4
Dufferin County Forest – Annual Report 2021

THAT Report, Dufferin County Forest - Annual Report 2021, dated January 27, 2022, from the Director of Public Works/County Engineer be received.

16. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – January 27, 2022 – ITEM #5
Town of Shelburne By-Pass Update – January 2022

THAT Report, Town of Shelburne By-Pass Update – January 2022, dated January 27, 2022 from the Director of Public Works/County Engineer be received.

17. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – January 27, 2022 – ITEM #6
Township of Mulmur

THAT staff report back directly to Council regarding options for recycling election signs.

18. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – January 27, 2022 – ITEM #7
Draft 2022 Budget

THAT the draft road rationalization study completed in 2016 be brought back to Committee.

19. **General Government Services Minutes – January 27, 2022**

Moved by Councillor Soloman, seconded by Councillor Macintosh

THAT the minutes of the General Government Services meetings held on January 27, and February 3, 2022, and the recommendations set out be adopted.

-Carried-

20. GENERAL GOVERNMENT SERVICES – January 27, 2022 – ITEM #1
Headwaters Communities In Action Partnership Agreement: End of Year Report 2021

THAT staff be directed to work with Headwaters Communities in Action to investigate options for offering sustainable funding through the community grants program.

21. GENERAL GOVERNMENT SERVICES – January 27, 2022 – ITEM #2
2021 Compensation Update

THAT the presentation from ML Consulting regarding the 2021 Compensation Update dated January 27, 2022, be received.

22. GENERAL GOVERNMENT SERVICES – January 27, 2022 – ITEM #3
Workforce Planning Next Steps

THAT the report of the Chief Administrative Officer, dated January 27, 2022 with respect to the Workforce Planning Strategy Framework Next Steps, be received.

23. GENERAL GOVERNMENT SERVICES – January 27, 2022 – ITEM #4
Streamline County IT/GIS Services with Local Municipalities

THAT the Report from the Manager of Information Technology & Geographic Information Systems dated January 27th, 2022 titled Streamline County IT/GIS services with local municipalities, be received.

24. GENERAL GOVERNMENT SERVICES – January 27, 2022 – ITEM #5
Emergency Management Program Committee – Terms of Reference

THAT the report of the Manager – Preparedness and 911 dated January 27, 2022 with respect to Emergency Management Program Committee – Terms of Reference, be received;

AND THAT the attached Terms of Reference be approved.

25. GENERAL GOVERNMENT SERVICES – February 3, 2022 – ITEM #2
Closed Session Report (Municipal Act Section 239 (2) (a) – security of the property of the municipality or local board)

THAT the confidential report of the Manager of Corporate Finance, Treasurer and Manager of Information Technology and Geographic Information Systems, dated January 27, 2022, be received.

26. **Health & Human Services Minutes – January 27, 2022**

Moved by Councillor Nix, seconded by Councillor Gerrits

THAT the minutes of the Health and Human Services meeting held on January 27, 2022, and the recommendations set out be adopted.

-Carried-

26. HEALTH & HUMAN SERVICES – January 27, 2022 – ITEM #1
Dufferin Oaks Update

THAT the report of the Administrator dated January 27, 2022 with regards to the Dufferin Oaks Update be received.

27. HEALTH & HUMAN SERVICES – January 27, 2022 – ITEM #2
Dufferin Country Paramedic Services Update

THAT the report of the Chief dated January 27, 2022 with regards to the Dufferin County Paramedic Services Update, be received.

28. HEALTH & HUMAN SERVICES – January 27, 2022 – ITEM #3
Quarterly Community Services Activity Report – Third Quarter 2021

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Third Quarter, 2021, dated January 27, 2022 be received.

29. HEALTH & HUMAN SERVICES – January 27, 2022 – ITEM #4
Town of Orangeville Men's Homelessness Committee

THAT the Town of Orangeville Men's Homelessness Committee Needs Assessment report be received;

AND THAT advocacy for a crisis care bed facility in Orangeville be supported.

Councillor Anderson joined at 3:09 p.m.

30. **Community Development & Tourism Minutes – January 27, 2022**

Moved by Councillor Gardhouse, seconded by Councillor Brown

THAT the minutes of the Community Development and Tourism meeting held on January 27, 2022, and the recommendations set out be adopted.

-Carried-

31. COMMUNITY DEVELOPMENT & TOURISM – January 27, 2022 – ITEM #3
Bousfields Inc. (Flato Developments)

THAT staff report back to the committee providing a status update and provide options available to move the development forward.

32. COMMUNITY DEVELOPMENT & TOURISM – January 27, 2022 – ITEM #5
Municipal Comprehensive Review – Draft Land Need Analysis Report

THAT the Land Needs Analysis prepared by WSP be received;

AND THAT staff be directed to circulate the report to each of the local municipalities for review and comment;

AND THAT once completed, staff and WSP engage with stakeholders and the public.

33. COMMUNITY DEVELOPMENT & TOURISM – January 27, 2022 – ITEM #6
Municipal Comprehensive Review (MCR) Timelines

THAT the report from the Director of Development and Tourism, dated January 27, 2022, regarding the Municipal Comprehensive Review, be received.

34. COMMUNITY DEVELOPMENT & TOURISM – January 27, 2022 – ITEM #7
Shared Land Use Planning Services MOU

THAT the report from the Director of Development and Tourism, dated January 27, 2022, regarding Shared Land Use Planning Services MOU, be received;

AND THAT the Warden and the Clerk be authorized to execute the Memorandum of Understanding with East Garafraxa for a shared Land Use Planning Services.

35. COMMUNITY DEVELOPMENT & TOURISM – January 27, 2022 – ITEM #8
Economic Development Funding Issued in 2020

THAT the report of the Director of Development and Tourism, dated January 27, 2022, with respect to the Economic Development Funding Issued in 2020, be received.

36. COMMUNITY DEVELOPMENT & TOURISM – January 27, 2022 – ITEM #9
Bousfields Inc. - Municipal Comprehensive Review (DiPoce Lands)

THAT the correspondence from Bousfields Inc., dated January 20, 2022 regarding the Municipal Comprehensive Review and the lands owned by DiPoce Management in the Town of Shelburne, be received.

37. COMMUNITY DEVELOPMENT & TOURISM – January 27, 2022 – ITEM #10
Township of Mulmur – Economic Development Fund

THAT the correspondence from the Township of Mulmur, dated January 21, 2022 regarding the Economic Development Fund, be received.

38. COMMUNITY DEVELOPMENT & TOURISM – January 27, 2022 – ITEM #11
Township of East Garafraxa – Municipal Comprehensive Review – Draft Land Needs Analysis Report

THAT the correspondence from the Township of East Garafraxa, dated January 26, 2022 regarding the Municipal Comprehensive Review – Draft Land Needs Analysis report, be received.

39. **Transit Feasibility Working Group – Summary Notes**

A summary of the Transit Feasibility Working Group meeting held on January 28, 2022.

Moved by Councillor Horner, seconded by Councillor Nix

THAT the summary notes of the Transit Feasibility Working Group held on January 28, 2022, be received.

-Carried-

40. **Chief Administrative Officer's Report – Monthly Update from Outside Boards**

A report from the Chief Administrative Officer, dated February 10, 2022, to provide Council with an update of activities from outside boards and agencies.

Moved by Councillor Brown, seconded by Councillor Currie

THAT the report of the Chief Administrative Officer, dated February 10, 2022 with respect to Reports from Outside Boards be received.

-Carried-

41. **Manager of Finance, Treasurer's Presentation – 2022 Draft Budget**

The Manager of Finance, Treasurer, provided Council with a presentation of the 2022 Budget.

42. **Moved by Councillor Nix, seconded by Councillor Anderson**

THAT a one time donation of \$250,000.00 to Headwaters hospital be approved in the 2022 Budget.

A recorded vote was requested on the motion and taken as follows:

	Yea	Nay
Councillor Anderson (1)	x	
Councillor Brown (7)		x
Councillor Creelman (3)		x
Councillor Currie (1)		x
Councillor Gardhouse (2)		x
Councillor Gerrits (1)		x
Councillor Hawkins (1)		x
Councillor Horner (1)		x
Councillor Macintosh (7)		x
Councillor Mills (2)	x	
Councillor Nix (2)	x	
Councillor Rentsch (1)		x
Councillor Soloman (1)		x
Councillor White (2)		x
Totals (32)	5	27
	-MOTION LOST-	

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

THAT the Rural Water Quality program amount be increased to \$40,000.00.

AND THAT the \$20,000.00 increase be taken from the rate stabilization reserve.

-Carried-

44. **Moved by Councillor Macintosh, seconded by Councillor Nix**

THAT 2022 budget with tax levy of \$42,421,260.00 be approved;

AND THAT staff be directed to prepare the necessary by-laws for consideration at the March 2022 Council meeting.

-Carried-

CORRESPONDENCE

45. **Town of Caledon & Town of Mono**

Correspondence from Mayor John Creelman, Town of Mono, and Mayor Allan Thompson, Town of Caledon dated January 7, 2022, to the Ministry of the Attorney General regarding Provincial Offences Court Backlog.

Moved by Councillor Creelman, seconded by Councillor Gardhouse

THAT correspondence from Mayor John Creelman, Town of Mono, and Mayor Allan Thompson, Town of Caledon dated January 7, 2022, to the Ministry of the Attorney General regarding Provincial Offences Court Backlog, be supported.

AND THAT the support be forwarded to the Ministry of the Attorney General, the MPP Dufferin Caledon, Chief Justice, Ontario Court of Justice, Regional Senior Justice, Central West Judicial District and Regional Senior Justice of the Peace.

-Carried-

46. **NOTICE OF MOTIONS**

Councillor Soloman left the meeting (4:07 p.m.)

47. **MOTIONS**

Moved by Councillor Currie, seconded by Councillor Gerrits

THAT the requirement that surplus farm dwelling be subject to Minimum Distance Separation 1' setback provisions be removed (if applicable) from soon-to-be-completed County Official Plan.

Moved by Councillor Currie, seconded by Councillor Gerrits

That the motion be deferred and staff be directed to report back to Council.

-Carried-

48. **BY-LAWS**

2022-03 A by-law to approve an agreement between Corporation of the County of Dufferin and Family Transition Place (Lease Agreement – Mel Lloyd Centre)
Authorization: Council – February 10, 2022

Moved by Councillor Brown, seconded by Councillor Macintosh

THAT By-Law 2022-03 be read a first, second and third time and enacted.

-Carried-

49. **OTHER BUSINESS**

Council discussed and agreed to hold Council meetings at 7 p.m. starting in March.

Councillor Currie inquired on the wording of demolition permits. The Director of Development and Tourism will inquire with the Building division and provide him with an answer.

50. **CONFIRMATORY BY-LAW**

2022-04 A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on February 10, 2022.

Moved by Councillor Currie, seconded by Councillor Brown

THAT By-Law 2022-04, be read a first, second and third time and enacted.

-Carried-

51. **ADJOURNMENT**

Moved by Councillor Horner, seconded by Councillor Gardhouse

THAT the meeting adjourn.

-Carried-

The meeting adjourned at 4:26 p.m.

Next meeting: Thursday, March 10, 2022
 Video Conference

Wade Mills, Warden

Michelle Dunne, Clerk



DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY COMMITTEE MINUTES

Wednesday, February 9, 2022 at 7:00 p.m.

The Committee met at 7:00 p.m. by video conference.

Members Present:

Trisha Linton – Chair
Althea Alli
Jordan Dedier
Sabina Greenley
Meg Haggett
Arvandi Nalisa Komal
Christie Lazo
Mike Marcinkiewicz
Alethia O'Hara-Stephenson
Angela Pollard (staff liaison, non-voting)
Preeya Rateja
Councillor Darren White

Members Absent:

Councillor Steve Anderson (prior notice)
Councillor Sandy Brown

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Rohan Thompson, Director of People & Equity
Laurel Yarenko, Administrative Support Specialist
Timothy Chan, Communications Manager
Steven Murphy, Manager – 911, Preparedness & Corporate Projects

Trisha Linton, Chair, called the meeting to order at 7:05 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

Alethia O'Hara-Stephenson, shared the Land Acknowledgement Statement.

REPORTS

1. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – February 9, 2022
Item #1 – Diversity, Equity and Inclusion Community Advisory Committee Minutes – January 12, 2022

Minutes of the Diversity, Equity and Inclusion Community Advisory Committee meeting from January 12, 2022 for information.

PRESENTATIONS

2. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – February 9, 2022
Item #2 – Memorial Set-up Request

Nicole Rothney and Lucas Auld presented a brief overview of their Ribbons against Residential School campaign to the committee. They would like to implement a park bench with a plaque & tree or ribbons as an indigenous memorial at municipal locations like libraries, town halls and municipal parks. They also requested that the committee provide a letter of support for the campaign. The committee advised Nicole and Lucas that the lower tier municipalities handle their own municipal properties and street signs and that they recommend reaching out to their offices to discuss with them individually. The Chief Administrative Officer advised Nicole and Lucas that she can help assist with providing them the contact information for the lower tier municipalities and assist in extending the conversations around building a package to present to County Council regarding implementing memorials at Dufferin County properties. The committee voted unanimously in approval to provide a letter of support.

DISCUSSION

3. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – February 9, 2022
Item #3 – Emergency Plan

Steve Murphy, Manager – 911, Preparedness provided a presentation to the committee to discuss the Emergency Plan. Key highlights of the presentation were hazard identification & risk assessment, hazards in the County, how the County manages emergencies, their emergency response plan and the work they've put in to improve the plan. Next steps for the program are to engage the whole community in the next HIRA (hazard identification & risk assessment) process, seek out & where possible partner with diverse outlets, operationalize our cultural & religious literary guide and invite community organizations to join our peer network.

4. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – February 9, 2022
Item #4 – Days of Significance Review

Timothy Chan, Communications Manager, advised they received 54 submissions for the subcommittee to review. This does provide some staff capacity issues with getting every day/holiday posted. The subcommittee decided to take a pause and bring back to the committee for discussion. The committee wants to ensure that no days are missed or overlooked, but they need to be realistic about what resonates with the community and also staying within staffing capacities. The committee discussed focusing on highlighting key representations of the community. The subcommittee will share the list of submissions along with additional data to the committee to review and the list will be brought back to the next meeting for discussion.

5. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – February 9, 2022
Item #5 – Sub Committee Updates

5.1. Economic Development

The Economic Development meeting was cancelled.

5.2. Human Services

Christine Madden, Ontario Works Program Manager attended the subcommittee meeting and reviewed the Employment Services Transformation Initiative. The subcommittee also discussed changes in vaccine access, days of significance, and the Orangeville Men's Homelessness Committee's report regarding a crisis care bed facility.

6. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – February 9, 2022
Item #6 – Committee Term

The Chief Administrative Officer discussed the Committee term and asked the committee if they would be interested in her submitting a report to Council regarding extending their committee term. The committee members voted unanimously to stay on for the extended term if approved by Council.

OTHER BUSINESS

Trisha Linton, Chair, did a brief mental check in with the other committee members and the committee had a short discussion regarding current events.

ADJOURNMENT

The meeting adjourned at 9:14 p.m.

Next Meeting: March 9, 2022 at 7:00 p.m.
Video Conference

Respectfully submitted,

Trisha Linton, Chair
Diversity, Equity & Inclusion Community Advisory Committee



INFRASTRUCTURE & ENVIRONMENTAL SERVICES COMMITTEE MINUTES

Thursday, February 24, 2022 at 9:00 a.m.

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

Members Present:

Councillor Sandy Brown (Chair)
Warden Wade Mills
Councillor Steve Anderson (joined at 9:24 a.m.)
Councillor Bob Currie
Councillor Earl Hawkins
Councillor Fred Nix
Councillor Darren White

Staff Present:

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

Chair Brown called the meeting to order at 9:00 a.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Brown 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.

REPORTS

1. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – February 24, 2022 – ITEM #1
Township of Amaranth Developments – Work Within County Lands

A report from the Director of Public Works/County Engineer, dated February 24, 2022, to seek authorization from Committee and Council to proceed with developing the necessary agreements, easements, permissions, etc. to facilitate potential future construction of infrastructure within County right-of-ways related to ongoing development work in the Township of Amaranth.

Moved by Councillor Currie, seconded by Councillor Hawkins

THAT Report, Township of Amaranth Developments – Work Within County Lands, from the Director of Public Works/County Engineer, dated February 24, 2022, be received;

AND THAT staff be authorized to proceed with developing the agreements for the development as described in this report;

AND THAT the Warden and Clerk be authorized to sign the agreements as described in this report once complete and other related and necessary project details are finalized.

-Carried-

2. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – February 24, 2022 – ITEM #2
Revisiting the Dufferin County Road Network Rationalization Study

A report from the Director of Public Works/County Engineer, dated February 24, 2022, to revisit the County's recent Road Network Rationalization Study.

Councillor Anderson joined at 9:24 a.m.

Moved by Councillor Nix, seconded by Councillor White

THAT staff be directed to engage with the consultants of the Dufferin Road Network Rationalization Study, C.C. Tatham & Associates Ltd., to update the study and move forward with Phase 2;

Infrastructure & Environmental Services Committee Minutes – February 24, 2022

AND THAT staff be authorized to re-engage the project consultant with an approved estimated cost not to exceed \$75,000.

-Carried-

OTHER BUSINESS

Councillor Anderson inquired about next steps for the Shelburne By-Pass, which was discussed at last month's meeting. The Director of Public Works/County Engineer advised that after consultation with the province and Shelburne staff, a Transportation Master Plan indicating a need or justification for a by-pass would need to be developed.

Councillor Anderson also inquired about installing a sidewalk along County Road 124. The Director of Public Works/County Engineer advised that the County is willing to work with the Town of Shelburne on this, but sidewalks are under the jurisdiction of the local municipality.

Councillor Currie has concerns about the woodlot on the property discussed in Report #1 - Township of Amaranth Developments. The Director of Public Works/County Engineer stated that there is a woodlot on the property that is protected under the Official Plan and that Planning staff will need to be involved in further conversations.

ADJOURNMENT

The meeting adjourned at 9:42 a.m.

NEXT MEETING: Thursday, March 24, 2022 at 9:00 a.m.
Video Conference

Respectfully submitted,

.....
Councillor Sandy Brown, Chair
Infrastructure & Environmental Services Committee



GENERAL GOVERNMENT SERVICES COMMITTEE MINUTES

Thursday, February 24, 2022 at 11:00 a.m.

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

Members Present: Councillor John Creelman (Chair)
Warden Wade Mills
Councillor Steve Anderson (joined at 11:04 a.m.)
Councillor Janet Horner
Councillor Andy Macintosh
Councillor Philip Rentsch

Members Absent: Councillor Steve Soloman

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 and Equity

Chair Creelman called the meeting to order at 11:01 a.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Creelman shared the Land Acknowledgement Statement.

ROLL CALL

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

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

There were no questions from the Public.

REPORTS

1. GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #1
2021 Investment Activity

A report from the Manager of Finance, Treasurer, dated February 24, 2022, to provide an annual report on investment activity and returns as required per Policy 3-6-9 Investments.

Moved by Councillor Horner, seconded by Councillor Macintosh

THAT the Report from the Manager of Corporate Finance, Treasurer dated February 24, 2022 on 2021 Investment Activity be received.

-Carried-

Councillor Anderson joined at 11:04 a.m.

2. GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #2
Annual Development Charges Report 2021

A report from the Manager of Finance, Treasurer, dated February 24, 2022, is provided under the direction of the Development Charges Act, (DCA), and under Ont. Reg. 82/98 S. 12, and is also required to satisfy the reporting requirement within Dufferin County's own Development Charges ("DC") Bylaw 2017-37 ("the DC Bylaw").

Moved by Warden Mills, seconded by Councillor Macintosh

THAT the report of the Manager of Corporate Finance, Treasurer, dated February 24, 2022, regarding Annual Development Charges Report 2021 be received.

-Carried-

3. GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #3
Rescue Calls Policy Update

A report from the Manager of Finance, Treasurer, dated February 24, 2022, to provide Council with an update related to rescue calls.

Moved by Councillor Horner, seconded by Councillor Rentsch

THAT the report of the Manager of Corporate Finance, Treasurer, dated February 24, 2022, regarding Rescue Calls Update be received.

-Carried-

4. GENERAL GOVERNMENT SERVICES – February 24, 2022 – ITEM #4
Primary Public Safety Answering Point (P-PSAP)

A report from the Manager – Preparedness, 911 & Corporate Projects, dated February 24, 2022, to recommend to Committee and Council that Northern 911 continue to provide Primary – Public Safety Answering Point (P-PSAP) service or, as it was formally known, the Central Emergency Reporting Bureau (CERB).

Moved by Councillor Macintosh, seconded by Councillor Rentsch

THAT the report of the Manager - Preparedness, 911 & Corporate Projects dated February 24, 2022, regarding Primary – Public Safety Answering Point, be received;

AND THAT the contract with Northern911 for provision of a Primary – Public Safety Answering Point be extended until July, 2025.

-Carried-

ADJOURNMENT

The meeting adjourned at 11:15 a.m.

NEXT MEETING: Thursday, March 24, 2022 at 11:00 a.m.
Video Conference

Respectfully submitted,

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



HEALTH & HUMAN SERVICES COMMITTEE MINUTES

Thursday, February 24, 2022 at 1:00 p.m.

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

Members Present: Councillor Philip Rentsch (Chair)
Warden Wade Mills
Councillor Sandy Brown
Councillor Guy Gardhouse
Councillor Andy Macintosh
Councillor Fred Nix
Councillor Steve Soloman

Members Absent: Councillor Chris Gerrits (prior notice)

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

Chair Rentsch called the meeting to order at 1:01 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Rentsch 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 submitted.

REPORTS

1. HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #1
Amendment to the User Fees By-law 2015-41

A report from the Administrator of Dufferin Oaks, dated February 24, 2022, to recommend changes to user fees charged within the Dufferin Oaks Long Term Care Home, Community Support Services Department.

Moved by Councillor Soloman, seconded by Councillor Nix

THAT the report of the Administrator of Dufferin Oaks dated February 24, 2022 with respect to an amendment to the User Fee By-law be received;

AND that the fee adjustments as outlined in the report, be approved;

AND THAT Schedule B of Bylaw 2015-41 be amended as follows:

- **Hot Meals – increase fee from \$7.25 to \$7.50 per meal (3.4% increase)**
- **Home Help and Respite – increase fee paid by client to service provider from \$15.00 to \$18.00 per hour (20% increase).**

-Carried-

2. HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #2
Declaration of Compliance

A report from the Administrator of Dufferin Oaks, dated February 24, 2022, to approve the signing of the Declaration of Compliance as required by Long Term Care Home Accountability Agreement.

Moved by Councillor Macintosh, seconded by Councillor Brown

THAT the report of the Administrator of Dufferin Oaks dated February 24, 2022 regarding the Declaration of Compliance be received;

AND THAT Council authorizes the Warden to sign the Declaration on behalf of Council for submission to the Central West LHIN.

-Carried-

3. HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #3
Quarterly Community Services Activity Report – Fourth Quarter 2021

A report from the Director of Community Services, dated February 24, 2022, to provide Council with the quarterly infographics that summarize work being undertaken by the Community Services Housing Services, Ontario Works and Children's Services Divisions.

Moved by Councillor Nix, seconded by Councillor Soloman

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Third Quarter, 2021, dated February 24, 2022 be received.

-Carried-

4. HEALTH & HUMAN SERVICES – February 24, 2022 – ITEM #4
Social Assistance Renewal Update and Engagement Results

A report from the Director of Community Services, dated February 24, 2022, to provide Council with an update on Social Assistance Renewal and the results from Provincial engagement activities.

Moved by Councillor Gardhouse, seconded by Councillor Nix

THAT the report of the Director, Community Services, titled Social Assistance Renewal Update and Engagement Results, dated February 24, 2022 be received.

-Carried-

ADJOURNMENT

The meeting adjourned at 1:35 p.m.

NEXT MEETING: Thursday, March 24, 2022 at 1:00 p.m.
Video Conference

Respectfully submitted,

.....
Councillor Philip Rentsch, Chair
Health and Human Services Committee



COMMUNITY DEVELOPMENT AND TOURISM COMMITTEE MINUTES

Thursday, February 24, 2022 at 3:00 p.m.

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

Members Present: Councillor Janet Horner (Chair)
Warden Wade Mills
Councillor Bob Currie
Councillor John Creelman
Councillor Guy Gardhouse
Councillor Chris Gerrits
Councillor Earl Hawkins
Councillor Darren White

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

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

LAND ACKNOWLEDGEMENT STATEMENT

Chair Horner shared the Land Acknowledgement Statement.

ROLL CALL

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

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

There were no questions from the Public.

REPORTS

1. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #1
Landmarks of Dufferin Heritage Map

A report from the Director of Development and Tourism, dated February 24, 2022, to introduce the *Landmarks of Dufferin* heritage mapping project developed by the Museum of Dufferin Archives.

Laura Camilleri, Archivist, Megan Soloman and Danielle Wadden, interns, provided a presentation to the Committee regarding the Landmarks of Dufferin mapping project. The map highlights many Dufferin County historic landmarks such as schools, churches, hotels & community buildings from 1881-1948. This map will enable the public to do their own historic archive searches.

2. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #2
Vaccine Passport Requirement for Museum of Dufferin (MoD)

A report from the Director of Development and Tourism, dated February 24, 2022, to present information on upcoming changes to Ontario's COVID-19 related restrictions and to receive direction from Council.

Moved by Councillor Gardhouse, seconded by Warden Mills

THAT the vaccine verification process at the Museum of Dufferin be rescinded as of March 1, 2022.

-Carried-

3. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #3
2021 Census Population Data

A report from the Director of Development and Tourism, dated February 24, 2022, to provide the Committee an overview of population trend and relevant population specific data.

Moved by Councillor Currie, seconded by Councillor Gerrits

THAT the report of the Director of Development and Tourism, "2021 Census Population Data", dated February 24, 2022, be received.

-Carried-

4. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #4
Economic Development Strategy and Update

A report from the Director of Development and Tourism, dated February 24, 2022, to provide Committee with an update on changes to the timelines of a new Economic Development Strategy.

Moved by Councillor Gerrits, seconded by Councillor Creelman

THAT the report of the Director of Development and Tourism, “Economic Development Strategy and Update”, dated February 24, 2022, be received.

-Carried-

5. COMMUNITY DEVELOPMENT & TOURISM – February 24, 2022 – ITEM #5
Minimum Distance Separation (MDS) I and Surplus Farm Dwellings

A report from the Director of Development and Tourism, dated February 24, 2022, to provide information on the Minimum Distance Separation I (MDS I) as it relates to surplus farm dwellings and removing those setback provisions from the Dufferin County Official Plan.

Moved by Councillor Gerrits, seconded by Councillor Gardhouse

THAT the report of the Director of Development and Tourism, “Minimum Distance Separation I and Surplus Farm Dwellings”, dated February 24, 2022, be received.

-Carried-

OTHER BUSINESS

Councillor Creelman advised he will be putting forward a notice of motion at the next Council meeting regarding a recent motion that was passed by the Region of Halton with respect to the Provincial Growth Plan and urban boundary expansions.

ADJOURNMENT

The meeting adjourned at 4:21 p.m.

NEXT MEETING: Thursday, March 24, 2022 at 3:00 p.m.
Video Conference

Respectfully submitted,

.....

Councillor Janet Horner, Chair
Community Development and Tourism Committee



TRANSIT FEASIBILITY WORKING GROUP NOTES

Friday, February 11, 2022 at 2:00 p.m.

Video Conference

Members Present: Warden Wade Mills
Councillor Steve Anderson
Councillor Sandy Brown
Councillor John Creelman
Councillor Chris Gerrits
Councillor Darren White

Other Councillors Present: Councillor Guy Gardhouse
Councillor Fred Nix

Staff Present: Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Rebecca Whelan, Deputy Clerk

The meeting was called to order at 2:00 p.m.

1. TRANSIT FEASIBILITY WORKING GROUP – ITEM #1
Presentation on Wellington County's RIDE WELL Service

Wellington County Councillor George Bridge, Chair of the Economic Development Committee, Crystal Ellis, Director of Economic Development and James Vaclavek, Economic Development Officer, presented details about Wellington County's RIDE WELL service.

Wellington County completed a rural transportation study in 2015 and put forward two applications – one for a spine service, one for on-demand service - for a Community Transportation Grant through the Ministry of Transportation. Funding was received for the on-demand service which launched October 1, 2019. RIDE WELL is managed through the Economic Development division of the County.

The Community Transportation Grant provided funding for a 5 year pilot project. The funding was extended for an additional 2 years because of the impact COVID-19 had on the project in the first year.

RIDE WELL uses a digital platform to book and schedule rides. The service operates Monday to Friday, 6 a.m. – 7 p.m. Door to door service is offered within Wellington County and service in the City of Guelph is available if the trip starts or ends in the County.

Rides can be booked through the app, on the website, or by phone. The phone line is run in partnership with the Community Resources Centre.

Individuals age 13 – 17 need a waiver signed by a parent or guardian if using the service by themselves. An adult must accompany individuals under the age of 13.

Fares are accepted by credit card only. The minimum one-way fare is \$5 and the maximum one-way fare is \$40. The rate is \$0.60/km.

Service cost is \$30/hour per vehicle. There are also associated licensing, credit card, and marketing fees as well as staff time.

Drivers are hired by the service provider and the vehicles are owned by the drivers. There are stipulations as to the standard of the vehicles. The service provider monitors the maintenance of the vehicles. Cleaning checklists as well as cleaning supplies and masks are provided to each driver.

Pandemic restrictions have limited the service to one booked ride per vehicle but the service will eventually transition back to being a ride share.

Currently, essential trips (work, appointments) are the main reasons for using the service. There are opportunities to expand to social and recreational trips as well as expand youth ridership.

The meeting adjourned at 3:16 p.m.

Next Meeting: To be determined

REPORT TO COUNCIL

To: Warden Mills and Members of County Council

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Meeting Date: March 10, 2022

Subject: **2021 Statement of Council Remuneration and Expenses Paid**

In Support of Strategic Plan Priorities:

Good Governance (GG) - ensure transparency, clear communication, prudent financial management

Purpose

The purpose of this report is to present to Council the Statement of the Treasurer of the Remuneration and Expenses paid to Members of Council, required by Section 284 (1) of the Municipal Act, 2001, for 2021.

Background & Discussion

The Table summarizes amounts paid to, or on behalf of, Members of County Council in 2021.

Financial Impact

In 2018 Council adopted Policy 1-3-7, for payment of conference costs of Councillors, excluding the member who sits as the Warden (paid from a separate Warden's budget). The Policy sets a limit of \$3,000 per year per member of Council over the term of Council, for a total limit of \$12,000. The exception is the Warden whose expenses are tracked separately. Staff track the expenses annually to ensure adherence to the policy.

Recommendation

THAT the report on 2021 Statement of Council Remuneration and Expenses Paid, from the Manager of Corporate Finance, Treasurer, dated March 10, 2022, be received.

Respectfully submitted,

Aimee Raves, CPA CMA
Manager of Corporate Finance, Treasurer

**Statement of Council Remuneration and Expenses Paid as Required by Section
284(1) of the Municipal Act, 2001**

For the Year 2021

Council Members	Remuneration Taxable	Mileage	Other Expenses	Total Paid
Steve Anderson	20,680.26	0	0	20,680.26
Sandy Brown	22,180.26	0	758.11	22,938.37
John Creelman	22,180.26	0	0	22,180.26
Robert Currie	20,680.26	308.64	0	20,988.90
Guy Gardhouse	20,680.26	0	0	20,680.26
Chris Gerrits	20,680.26	0	0	20,680.26
Earl Hawkins	20,680.26	0	0	20,680.26
Janet Horner	22,180.26	0	0	22,180.26
Andy Macintosh	20,680.26	0	0	20,680.26
Wade Mills	23,478.93	0	0	23,478.93
Fred Nix	6,941.76	0	0	6,941.76
Philip Rentsch	21,180.26	0	0	21,180.26
Laura Ryan	14,738.50	0	0	14,738.50
Steve Soloman	20,680.26	0	0	20,680.26
Darren White	51,217.47	0	469.11	51,686.58
2020 Totals	\$ 328,859.52	\$ 308.64	\$ 1,227.22	\$ 330,395.38

Other Expenses include registration fees for conferences, even though the fees are paid directly to the conference organizers, and are not paid to the member of Council, but rather paid on behalf of the member attending. Also included are expenses for accommodations and travel by means other than by using personal vehicle, for which mileage is paid.

Common conferences are ROMA, OGRA, AMO, and FCM. Warden's Expenses include all items charged to the Warden's budget, thus items other than conference costs may be included.

All Council Members receive an Internet Allowance of \$100 per month which is included in the Remuneration Taxable amounts. All payments during 2021 were made pursuant to Bylaw 2018-38.

Council Member Attendance 2021

	Council	General Government Services	Health and Human Services	Infrastructure and Environment	Community Development and Tourism	Absences
Total Meetings	14	9	6	8	9	
Anderson	12		4		7	7
Brown	14			8	8	1
Creelman	14	9		8		0
Currie	12			8	9	2
Gardhouse	14	9	6			0
Gerrits	14	9	6		9	0
Hawkins	11		6	7		14
Horner	14		6		9	0
Macintosh	11	6		6		8**
Mills	13	8		8		2
Nix	6		1		2	0*
Rentsch	13	9	6			1
Ryan	7		4		6	2*
Soloman	13	9		7		2
White	13	9	6	8	9	1

There were 11 regular meetings and 3 special meeting of County Council in 2021.

*Note that Councillor Fred Nix replaced Councillor Laura Ryan in September 2021.

**Councillor Macintosh was on short-term leave for end of October, November and December.



REPORT TO COUNCIL

To: Warden Mills and Members of County Council

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Meeting Date: March 10, 2022

Subject: **2021 Financial Results**

In Support of Strategic Plan Priorities and Objectives:

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

Purpose

The purpose of this report is to provide Council with an overview of 2021 financial results.

Background & Discussion

As reported in the January 13th report to Council, *Anticipated Surplus and Reserve Contributions*, staff were expecting a significant surplus in 2021. This report highlighted a number of contributing items to the expected surplus including additional revenues such as recycling rebate and investment interest as well as savings from staffing vacancies, administrative and office expenses and facilities related costs including utilities.

The January report also recommended reserve transfers for specific purposes to allocate some of the anticipated surplus to reserves. At that time a few amounts were estimates only and would be finalized once all transactions were processed at the end of the year. Staff have completed all year end adjustments and BDO is currently performing their annual audit. As their work is not complete at this time, the numbers contained in this report are unaudited and thus are subject to change.

The chart below summarizes the reserve transfers that were made at the end of the year per the January report. A total amount of \$4,044,799 was transferred to reserves.

Reserve Name	Transfer Amount
Reserve for Housing Programming	\$270,089
Reserve for Remote Work and Hybrid Meetings	\$496,514
Reserve for Insurance Stabilization	\$200,000
Reserve for Interest and Tax Stabilization	\$500,000
Reserve for Waste Services	\$902,965
Reserve for Software Upgrades	\$1,500,000
Reserve for Rate Stabilization (Grants)	\$25,231
Reserve for Roads Equipment	\$150,000

After the additional transfers that were made to reserves the bottom line surplus is approximately \$2.26 million. The chart provides a high level summary of the surplus by department.

(in 000s)	2020 ACTUAL	DEC 2021 ACTUAL	2021 BUDGET	UNSPENT BUDGET	%AGE SPENT
Council	\$515	\$529	\$617	\$88	85.70%
Office of CAO	\$215	\$640	\$625	-\$15	102.36%
People and Equity	\$1,060	\$858	\$892	\$33	96.27%
Corporate Services	\$3,652	\$4,919	\$3,502	-\$1,417	140.47%
Health Services	\$5,475	\$5,552	\$6,291	\$740	88.24%
Infrastructure and Environment	\$16,435	\$16,292	\$16,841	\$549	96.74%
Dufferin Oaks	\$3,391	\$2,653	\$4,179	\$1,527	63.47%
Community Services	\$5,685	\$5,671	\$6,245	\$574	90.81%
Development and Tourism	\$1,613	\$1,670	\$1,850	\$181	90.24%
Total All County Departments	\$38,041	\$38,783	\$41,043	\$2,260	94.49%

The above chart shows that most departments are under budget with a couple of exceptions. Although Office of the CAO appears to be over budget, they were actually on target, the overage relates to a few strategic action plan items that were to be covered by reserve transfers; however, this was not required due to the overall surplus position.

Corporate Services also appears to be significantly overbudget. A number of the additional transfers to reserves that were made at the end of the year flowed through the Finance division within Corporate Services. Without the transfers, they too would be underbudget as can be seen in the chart below.

(in 000s)	DEC 2021 ACTUAL	2021 BUDGET	UNSPENT BUDGET	%AGE SPENT
Corporate Services (per above)	\$4,919	\$3,502	-\$1,417	140.47%
Reserve Transfers	\$2,697			
Corporate Services	\$2,222	\$3,502	\$1,279	63.46%

The main contributors to the surplus in Corporate Services is additional investment income (\$930,000), savings from insurance claim costs (\$85,000), rescue calls (\$69,000) and staff vacancies (\$237,000). As previously reported, the surplus in Health Services is a result of a budget discrepancy with the hospital contract as well as additional funding for COVID related costs. The following is a summary of the largest contributors to the surpluses in the remaining departments:

- Council – conferences, promotions and special council committee (DEI) program costs
- Infrastructure and Environment – staff vacancies, hardtop maintenance, winter control
- People and Equity – consulting fees, training, software annual fees
- Dufferin Oaks – higher subsidies, staff vacancies, consulting and legal fees, less programming provided by Community Support Services
- Community Services – staff vacancies, suspended programming (EarlyON), additional administrative funding on added programs in housing and less building maintenance than budgeted
- Development and Tourism –staff vacancies, additional funding

The chart on the next page provides a summary of different Revenues, Expenditures and Transfers for all departments. Under Revenues the County received an additional \$2.9 million in subsidies (Government Transfers). Most of this is a result of enhanced funding at Dufferin Oaks, new programs and additional funding for COVID. Other revenue is over budget as a result of additional admin recoveries in Community Housing and Children's Service as well as repayments received through our home ownership program. These repayments are subsequently transferred to reserves to permit reinvestment into the same program.

Although Salaries and Benefits show close to budget, there were significant savings throughout many departments, these savings were partially offset by overages at Dufferin Oaks which were funded through the additional subsidies received. Most staff continued to work remotely in 2021 resulting in savings to a number of admin and office related accounts. Additional savings were seen in consulting fees where many projects related to

the strategic action plan were incomplete or not started. As most of these projects were proposed to be funded from transfer from reserves, this line item in the chart below is also under budget.

(in 000s)	2020 ACTUAL	DEC 2021 ACTUAL	2021 BUDGET	UNSPENT BUDGET	%AGE SPENT
<u>Revenues</u>					
User Fees	-\$5,011	-\$5,213	-\$4,980	\$233	104.68%
Supplemental Taxation	\$40	-\$394	-\$485	-\$91	81.14%
Investment Income	-\$357	-\$1,331	-\$400	\$931	332.63%
Rent Revenue	-\$3,553	-\$3,462	-\$3,840	-\$378	90.16%
Government Transfers	-\$35,412	-\$36,252	-\$33,324	\$2,928	108.79%
Other Revenue	-\$3,908	-\$5,191	-\$4,594	\$597	113.00%
Total Revenues	-\$48,200	-\$51,842	-\$47,623	\$4,220	108.86%
<u>Expenditures</u>					
Salaries and Benefits	\$28,252	\$28,517	\$28,717	\$200	99.30%
Administrative and Office	\$3,836	\$3,847	\$5,072	\$1,225	75.85%
Debt Repayment	\$1,500	\$1,414	\$1,414	\$0	100.00%
Service Delivery	\$32,650	\$33,944	\$35,088	\$1,144	96.74%
IT and Communications	\$974	\$1,269	\$1,218	-\$51	104.21%
Facilities	\$4,240	\$4,493	\$4,649	\$156	96.64%
Vehicles and Equipment	\$1,053	\$1,145	\$1,288	\$143	88.91%
Internal Services Used	\$1,677	\$1,515	\$1,576	\$61	96.14%
Internal Services Recovered	-\$1,643	-\$1,515	-\$1,576	-\$61	96.14%
COVID	\$623	\$682	\$1,383	\$702	49.27%
Capital Contribution	\$13,501	\$11,753	\$13,083	\$1,330	89.84%
Total Expenditures	\$86,664	\$87,065	\$91,913	\$4,848	94.73%
<u>Transfers</u>					
Transfers from Reserves	-\$2,239	-\$1,869	-\$3,467	-\$1,597	53.92%
Transfers from/to Trust	-\$16	-\$1	\$7	\$8	-13.57%
DC Contribution	-\$1,063	-\$985	-\$1,060	-\$75	92.94%
Transfers to Reserves	\$2,895	\$6,415	\$1,272	-\$5,143	504.30%
Total Transfers	-\$423	\$3,560	-\$3,248	-\$6,807	-109.61%
Total All County Departments	\$38,041	\$38,783	\$41,043	\$2,260	94.49%

Once again in 2021, fewer Ontario Works clients is the main contributor to the savings in Service Delivery at over \$2.8 million less than budget. Savings were also seen in operations materials and service contracts. These were offset by overages in both Community Housing and Dufferin Oaks, where additional funding was received. Less maintenance,

hydro savings have led to lower Facilities costs. Vehicles and Equipment are down due to savings in fuel from using the vehicles less and less than anticipated maintenance costs.

COVID costs were substantially less than anticipated specifically under Paramedic Services and Community Housing. The Transfers section shows a significant shift from budget. Mainly as a result of the additional transfers completed at year end as well as transfers not made related to the strategic action plan.

Financial, Staffing, Legal, or IT Considerations

As per policy, any surplus will be placed into the Rate Stabilization Reserve to be used for future purposes.

Recommendation

THAT the report of the Manager of Corporate Finance, Treasurer, dated March 10, 2022, regarding 2021 Financial Results, be received.

Respectfully Submitted By:

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

REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Sonya Pritchard, Chief Administrative Officer

Meeting Date: March 10, 2022

Subject: **Diversity, Equity and Inclusion Community Advisory Committee (DEICAC) Term**

In Support of Strategic Plan Priorities and Objectives:

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

Inclusive and supportive community – support efforts to address current and future needs for a livable community

Purpose

The purpose of this report is to raise the possibility of an extension to the term of the current Diversity, Equity, and Inclusion Community Advisory Committee (DEICAC) members.

Background & Discussion

DEICAC first met in November 2020. In September 2021, the committee implemented an update to its Terms of Reference in order to better reflect the capacity of the members and the staff supporting the committee and to focus the efforts of the group on county service delivery. Since October 2021, the committee has heard monthly presentations from County staff with respect to different services and provided input and suggestions on potential ways to make the services more inclusive.

Given that the committee was established half-way through the Council term and that the Terms of Reference was updated fairly recently; the current members have not had significant time to make an impact. At the February committee meeting, the members expressed a desire to continue past the end of this term of Council. Historically, all

committee terms correspond with the term of Council but it is something Council can consider.

Financial, Staffing Impact

There is no staffing or financial impact from this report.

Recommendations

For the consideration of Council.

Respectfully Submitted by:

Sonya Pritchard, C.P.A., C.M.A
Chief Administrative Officer



REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Sonya Pritchard, Chief Administrative Officer

Meeting Date: March 10, 2022

Subject: **Monthly Update from Outside Boards**

In Support of Strategic Plan Priorities and Objectives:

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

Purpose

The purpose of this report is to provide Council with an update of activities from outside boards and agencies.

Background & Discussion

Wellington Dufferin Guelph Health Unit

Representative(s): Councillor Guy Gardhouse and Ralph Manktelow
Meeting date: March 2, 2022

Highlights: Correspondence from the Health Unit to the Honorable Christine Elliott and Dr. Kieran Moore, requesting equalization of funding to bring WDG Public Health to a 70/30 funding level. WDG Public Health is only one of five public health units in the province that is funding below the 70/30 split between the Ministry and Municipal funders. Currently the Ministry pays 61% and Wellington, Dufferin and Guelph shares the remaining 39%.

Attached: [Board of Health Agenda for March 2, 2022](#)

Niagara Escarpment Commission (NEC)

Representative(s): Councillor Janet Horner

Meeting date: February 17, 2022

Highlights: The Commission was presented a report providing a general update on the NEC's compliance program, as a means of ensuring the Commission is aware of the parameters within which the NEC's provincial offences officers operate.

Attached: [Niagara Escarpment Commission Agenda – February 2022](#)

Dufferin Board of Trade (DBOT)

Representative(s): Councillor Sandy Brown

Highlights: At the Annual General Meeting, Doug Harkness, Orangeville Precast was appointed as the new Chair.

Attached: [Dufferin Board of Trade Newsletter – February 2022](#)

Headwaters Communities in Action

Representative: Councillor Darren White

Highlights: HCIA continues representation on CSWB Integration Table and DC Climate Adaptation Working Group. DC Grants 2021 stories shared and 2022 round in progress. HFFA and Farm to School working on website updates, March 4 Soils and Livestock webinar with OFF, remote education options and learning circle goals. DC MOVES and Volunteer Dufferin partner on resource sharing, Nonprofit Appreciation Week and a March Forum.

Attached: Headwaters Communities in Action Meeting Report – February 2022

Western Ontario Wardens' Caucus (WOWC)

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

The WOWC Annual General Meeting (AGM) followed by a regular meeting was held on February 11, 2022 at 10 am via Zoom. The AGM saw the election of officers for 2022. Warden George Cornell of the County of Simcoe has been re-elected by acclamation as

Chair. Also appointed at the AGM as WOWC officers were Warden Glen McNeil of the County of Huron to the office of Vice-Chair; Mark Aitken, CAO of Simcoe County as Secretary; and Sonya Pritchard, CAO of Dufferin County as Treasurer.

In addition, Mayor George Bridge, Minto Township, was re-appointed as Chair of the WOWC Economic Development Sub-Committee. Committee membership will also include the following Wardens and Mayors: George Cornell, Gary McNamara, Alison Warwick, Selwyn Hicks, Wade Mills, Walter McKenzie, and Jim Ginn, and supported by WOWC member CAOs and Economic Development specialist staff.

BDO was appointed, Auditor, for 2022.

At the regular meeting, the Caucus received a recorded message from the Minister of Municipal Affairs and Housing and updates concerning SWIFT, economic development and government advocacy. The 2002 budget was presented and approved with the annual membership fee set at \$17,000. The Caucus also moved to hire an Executive Director and eliminate the Economic Development position.

Next Meeting date: WOWC CAO March 4, 2022

SWIFT Board of Directors

Representative: Councillor Chris Gerrits

Highlights: SWIFT announced that Cogeco Connexion has completed the construction of a fibre-to-the-home network in Wellington County to bring high-speed internet service to 359 homes in businesses located in the community of Eden Mills.

Attached: [Media Release – February 9, 2022 – SWIFT Continues to Expand High-Speed Internet Service in Wellington County](#)

Recommendation

THAT the report of the Chief Administrative Officer, dated March 10, 2022 with respect to Reports from Outside Boards, be received.

Respectfully Submitted by:

Sonya Pritchard, C.P.A., C.M.A
Chief Administrative Officer

REPORT TO COUNCIL

Headwaters Communities in Action

Representative: Councillor Darren White
Meeting report of February 2022

Highlights: HCIA continues representation on CSWB Integration Table and DC Climate Adaptation Working Group. DC Grants 2021 stories shared and 2022 round in progress. HFFA and Farm to School working on website updates, March 4 Soils and Livestock webinar with OFF, remote education options and learning circle goals. DC MOVES and Volunteer Dufferin partner on resource sharing, Nonprofit Appreciation Week and a March Forum.

Primary Activities:

HCIA Admin:

- Dufferin County Community Safety and Wellbeing Integration Table meeting planning and development of dashboard and lead table reporting procedures.
- Provided letter of support for Climate Action In Dufferin application for the ICLEI Agents of Change grant. HCIA continues representation on Climate Adaptation Working Group.
- Monthly newsletters and weekly/ad hoc social media shares, including promotion of Join In Dufferin initiatives and other opportunities for citizens to engage.
- Internally exploring new funding options, a strategic planning process and recruitment for HCIA Leadership Council and support resources.
- **PROJECT NEWS:**
 - **Dufferin County Community Grants:** 2021 recipient stories shared on social media, local newspapers and here: <https://headwaterscommunities.org/community-grants/> 2022 round is currently in progress. Scoring has been completed and the report is in progress, with plans to be presented at the March 24 meeting of General Government Services.
 - **Volunteer Dufferin:** Participated with Dufferin County, Dufferin Community Foundation, DC MOVES, United Way GWD and Dufferin Board of Trade to promote Nonprofit Appreciation Week in February: <https://headwaterscommunities.org/nonprofit-appreciation-week/> Working with DC MOVES to plan the next Forum, continuing the funding conversation

from December. The Volunteer Dufferin-DC MOVES collaboration has resulted in efficiencies in communications and resource sharing for our shared audiences.

- **HFFA and Farm to School:** HFFA Hub met on Feb. 4. Membership list under review. Next meeting Apr. 1. Members are involved with the Soils and Livestock Webinar Mar. 4 with Our Food Future; website redesign that brings Farm to School and HFFA together on one site with improved features and security. Farm to School Programs continue to adapt school programming with individual kits for students, teacher kits and more virtual farmer visits being booked for April/May/June in coordination with UGDSB. School Food Learning Circle met Feb. 28, setting vision and goals for the group. Planning is beginning for a summer dinner series. Bi-monthly newsletters continue featuring Food Charter pillars and relevant local content. Planning and fundraising for the 2022 Farm Fresh Guide has begun.
- **DC MOVES** planning for Mar 22, 2022 Forum is under way with the theme: Beyond Grant Writing, continuing the funding discussion with Cathy Mann of The Fundraising Lab. DCEC Feb 8th large group check in meeting held, recorded for the first time, will be added to the website with the Power Point presentation. Dufferin County and DCEC have been highlighted in the Tamarack 2021 Covid update article, recognizing the work and successes that have been achieved in Housing and Homelessness, and Health Equity: <https://www.tamarackcommunity.ca/library/article-communities-ending-poverty-2021-progress-covid-19-update>
Support received for DCEC Lived Experience initiative. Information sharing continues through What's On The MOVES newsletters and Did You Know bulletins.

County of Dufferin

Audit planning report to the Members of
Council for the year ended December 31, 2021

START



To the Members of Council of County of Dufferin

We are pleased to provide you with this planning report to highlight and explain key issues which we believe to be relevant to the audit of County of Dufferin (the “Entity”) consolidated financial statements for the year ended December 31, 2021.

The enclosed planning report includes our approach to your audit, the significant risks we have identified and the terms of our engagement. At the year-end meeting, we will provide you with a copy of our draft audit opinion and discuss the nature, extent and results of our audit work. We will also report any significant internal control deficiencies identified during our audit and reconfirm our independence.

Our audit and therefore this report will not necessarily identify all matters that may be of interest to the Members of Council in fulfilling its responsibilities. This report has been prepared solely for the use of the Members of Council and should not be distributed without our prior consent. Consequently, we accept no responsibility to a third party that uses this communication.

We look forward to completing our draft audit report opinion and discussing our conclusions with you. In the meantime, please feel free to contact us if you have any questions or concerns.

Yours truly,

BDO Canada LLP





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Audit at a glance

LEAD
PARTNER
ON YOUR
AUDIT

Traci Smith
CPA, CGA, LPA

E: tsmith@bdo.ca

T: 519-376-1708

START
DATE

February 28, 2022



Your dedicated BDO audit team



Traci Smith, CPA, CGA, LPA

T: 519-376-1708
E: tsmith@bdo.ca

Traci Smith has over 30 years of audit experience, working with various organizations. This experience allows her to address the unique audit and operating needs her clients have.

Traci Smith will be the Engagement Partner for your assurance services. She will assume ultimate responsibility for the provision of all services, monitoring and controlling costs to ensure you receive quality, effective and value-added service.



Angela Nichol, CPA, CA

T: 226-850-1330
E: anichol@bdo.ca

Angela Nichol has over 11 years of audit experience, working with various organizations. This experience allows her to address the unique audit and operating needs her clients have.

Angela Nichol will be the Engagement Manager for your assurance services. She will be responsible for planning, monitoring, scheduling, file review, budget preparation, provision of services, monitoring and controlling costs. She will ensure the smooth execution of fieldwork and provide a detailed review of all audit work and financial statements. She will work closely with Traci to execute the client service plan.

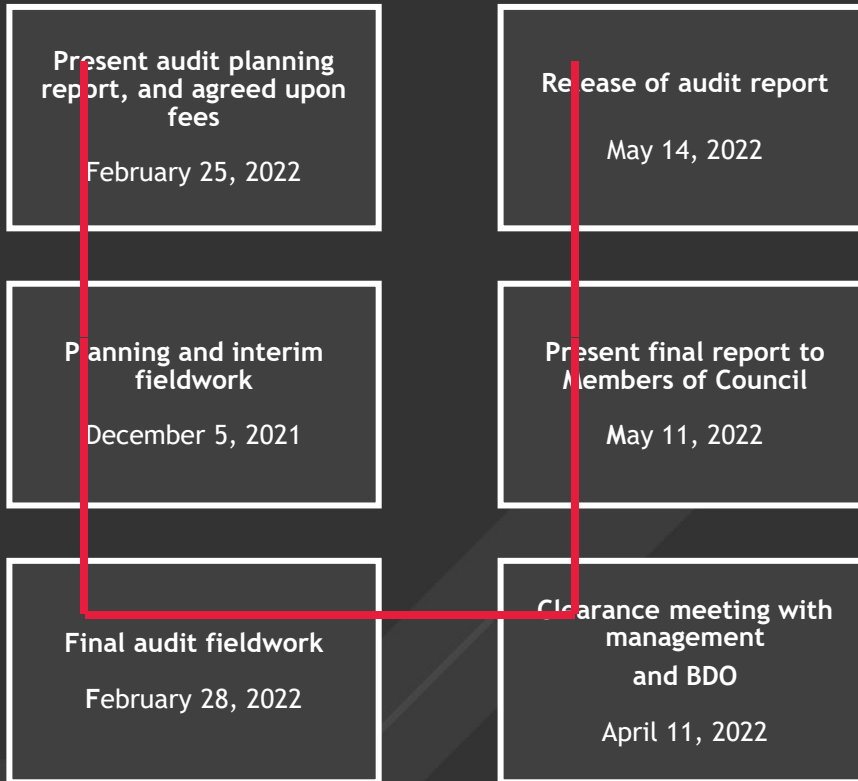
Our independence



We have identified relationships between County of Dufferin and our Firm that may reasonably be thought to have influenced our independence. These are further discussed in [Appendix B](#).



Audit timeline



For the year ended December 31, 2021



BDO'S DIGITAL AUDIT SUITE

APT Next Gen

We use our APT Next Gen software and documentation tool to save time, streamline processes, and go paperless with your audit.

[LEARN MORE](#)

DISCOVER THE
DIGITAL DIFFERENCE





Auditor's responsibilities: financial statements

We are responsible for forming and expressing an opinion on the consolidated financial statements that have been prepared by management, with oversight by those charged with governance. The audit of the consolidated financial statements does not relieve management or those charged with governance of their responsibilities. The scope of our work, as confirmed in our engagement letter attached as Appendix A to this letter, is set out below:

Year-End Audit Work

- ▶ Work with management towards the timely issuance of the consolidated financial statements and tax returns.
- ▶ Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit.
- ▶ Present significant findings to the Members of Council including key audit and accounting issues, any significant deficiencies in internal control and any other significant matters arising from our work.

Year-Round Work

- ▶ Consult regarding accounting, income tax and reporting matters as requested throughout the year.



We are required to obtain an understanding of the system of internal control in place in order to consider the adequacy of these controls as a basis for the preparation of the consolidated financial statements, to determine whether adequate accounting records have been maintained and to assess the adequacy of these controls and records as a basis upon which to design and undertake our audit testing.

We are required to report to you in writing about any significant deficiencies in internal control that we have identified during the audit.



Auditor's responsibilities: fraud

We are responsible for planning and performing the audit to obtain reasonable assurance that the consolidated financial statements are free of material misstatements, whether caused by error or fraud, by:

- ▶ Identifying and assessing the risks of material misstatement due to fraud;
- ▶ Obtaining sufficient and appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and
- ▶ Responding appropriately to fraud or suspected fraud identified during the audit.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

Behind the audit report



Learn how we audit your financial statements

[SEE OUR PROCESS](#)



Auditor's responsibilities: fraud

Throughout our planning process, we performed risk assessment procedures and related activities to obtain an understanding of the entity and its environment, including the Entity's internal control, to obtain information for use in identifying the risks of material misstatement due to fraud and made inquiries of management regarding:

- ▶ Management's assessment of the risk that the consolidated financial statements may be materially misstated due to fraud, including the nature, extent and frequency of such assessments;
- ▶ Management's process for identifying and responding to the risks of fraud in the Entity, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist;
- ▶ Management's communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in County of Dufferin; and
- ▶ Management's communication, if any, to employees regarding its view on business practices and ethical behavior.

We are not currently aware of any fraud affecting the Entity. If you are aware of any instances of actual, suspected, or alleged fraud, please let us know.



Significant risks and planned responses

We have identified the following significant risks that require special audit consideration. These risks were identified based on our knowledge of the Entity, our past experience, and input from management and the Members of Council. Please review these significant risks and let us know your thoughts on these or any other areas of concern.

Areas of focus	Risks noted	Audit approach
Grant Revenue	Area of interest due to: <ul style="list-style-type: none">• Significant grant revenue received during the year.• Possibility of unrecorded deferred revenue.	<ul style="list-style-type: none">• Perform testing of significant grant contracts to determine if unmet criteria exists at year-end.
Control Environment	<ul style="list-style-type: none">• Management may at any time have the opportunity to override internal controls.	<ul style="list-style-type: none">• Test appropriateness of journal entries.• Review accounting estimates for biases and evaluate the risk of material misstatement due to fraud.• For significant transactions that are outside the normal course of business, evaluate the business rationale behind the transaction.

Materiality

We determined preliminary group materiality to be \$1,600,000, based on 3% of revenue.

Misstatements are considered to be material if they could reasonably be expected to influence the decisions of users based on the consolidated financial statements.

Our materiality calculation is based on the Entity's preliminary results. If actual results change significantly, we will communicate those changes to the Members of Council as part of our year-end communication.

We will communicate all corrected and uncorrected misstatements identified during our audit to the Members of Council, other than those which we determine to be "clearly trivial."

We encourage management to correct any misstatements identified throughout the audit process.



Using the work of others

Experts

To complete the audit of your consolidated financial statements, we will rely in part on the work of Nexus Actuarial Consultants Ltd.. Canadian generally accepted auditing standards require us to communicate with the expert. We propose to discuss the following with Nexus Actuarial Consultants Ltd.:

- ▶ The objective and nature of our audit engagement and how we intend to use the expert's findings and report.
- ▶ Our assessment of the significant and risk aspects of the engagement that will affect the expert's work.
- ▶ The requirement to advise us if they have any relationship with the Company which could impair their judgment or objectivity in the conduct of their engagement.
- ▶ The nature, timing and extent of the expert's work and our planned review of it, possibly including review of their working papers.
- ▶ Confirmation that the assumptions used in their calculations are consistent with those used in the prior periods and with industry standards.
- ▶ Their obligation to advise BDO Canada LLP of any matters up to the estimated audit report date that may affect their calculations and their report.

We ask that the appropriate level of management review the data provided to Nexus Actuarial Consultants Ltd. and that they also review the assumptions used and results reported by the expert.





How we audit financial statements: Our six-step audit process

IDENTIFY AND ASSESS RISK

Focus on those areas of financial statements that contain potential material misstatements as a consequence of the risks you face

OBTAIN AUDIT EVIDENCE

Perform audit procedures while maintaining appropriate degree of professional skepticism, to conclude whether or not the financial statements are presented fairly

REPORT

Communicate our opinion and details of matters on which we are required to report

New Standard for Audit Quality



ISQM 1

The quality of an audit depends not only on the people conducting it—but also on the systems underpinning it. These new rules up the ante for your audit quality.

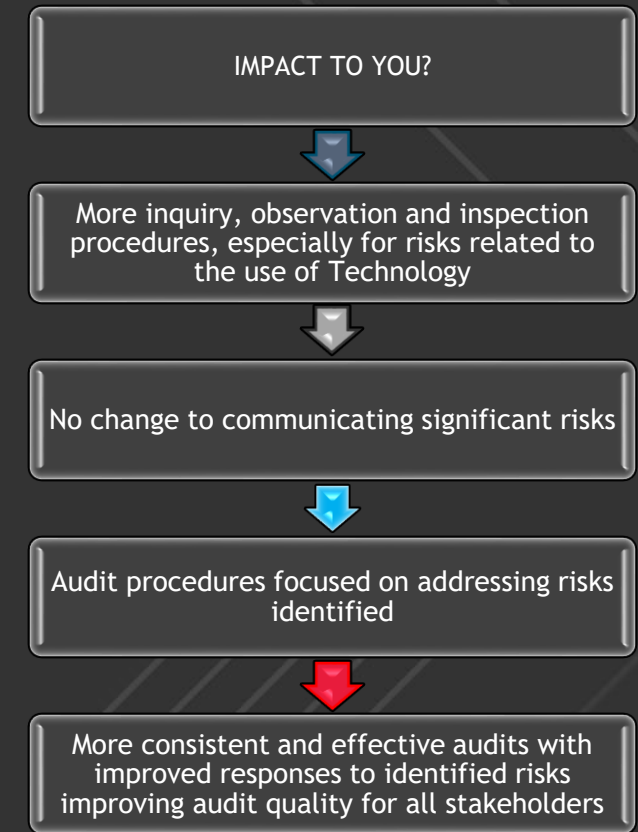
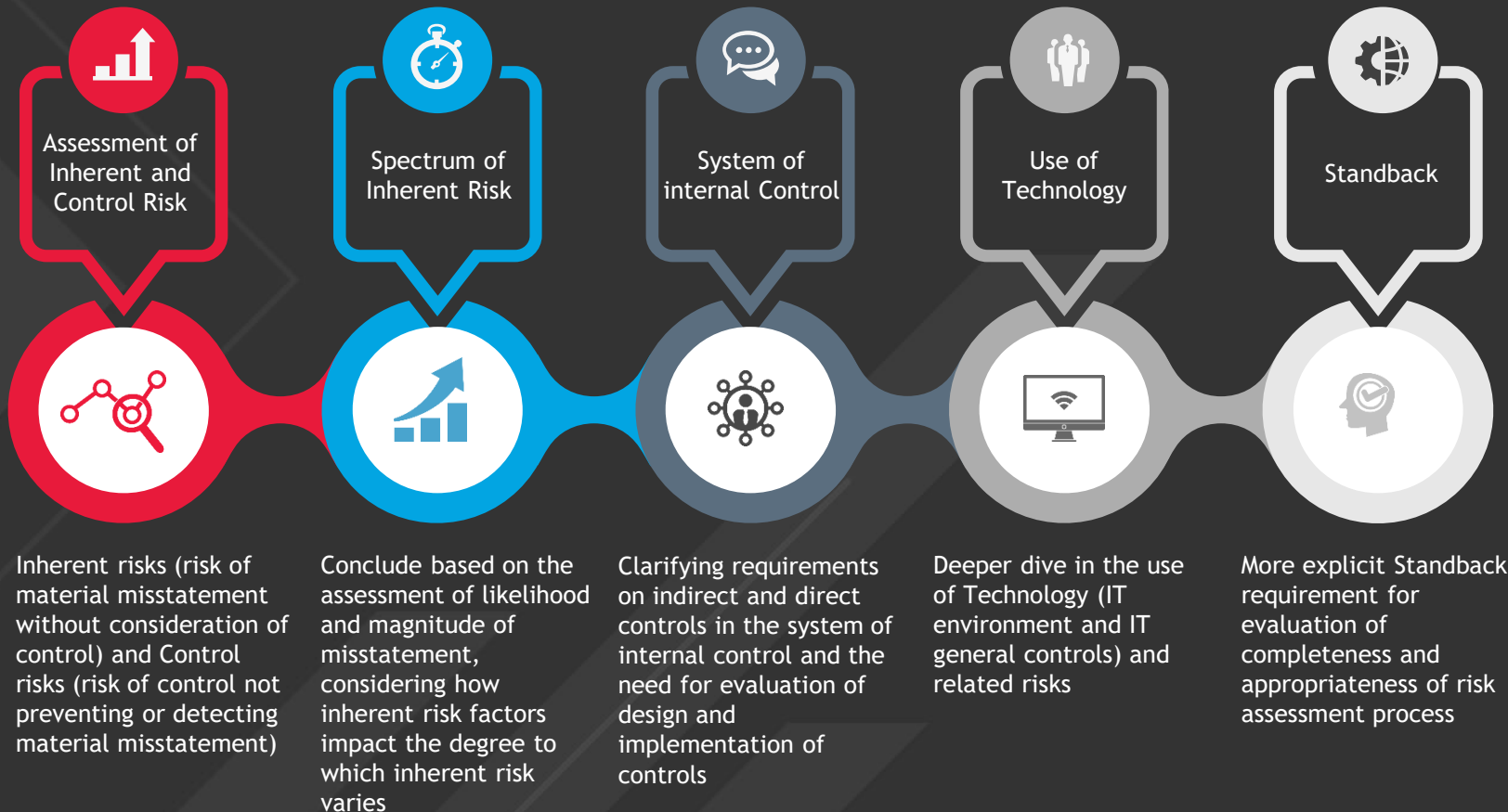
[SEE THE STANDARD](#)





Coming soon: updates to our audit process

Canadian Auditing Standard 315, *Identifying and Assessing the Risks of Material Misstatement*, was significantly revised with a greater focus on more robust Risk Identification, Assessment and Response procedures. The standard will be effective for periods beginning on or December 15, 2021. The updates described below will impact mainly Steps 1 through 3, of our current six step audit process. Key enhancements include:





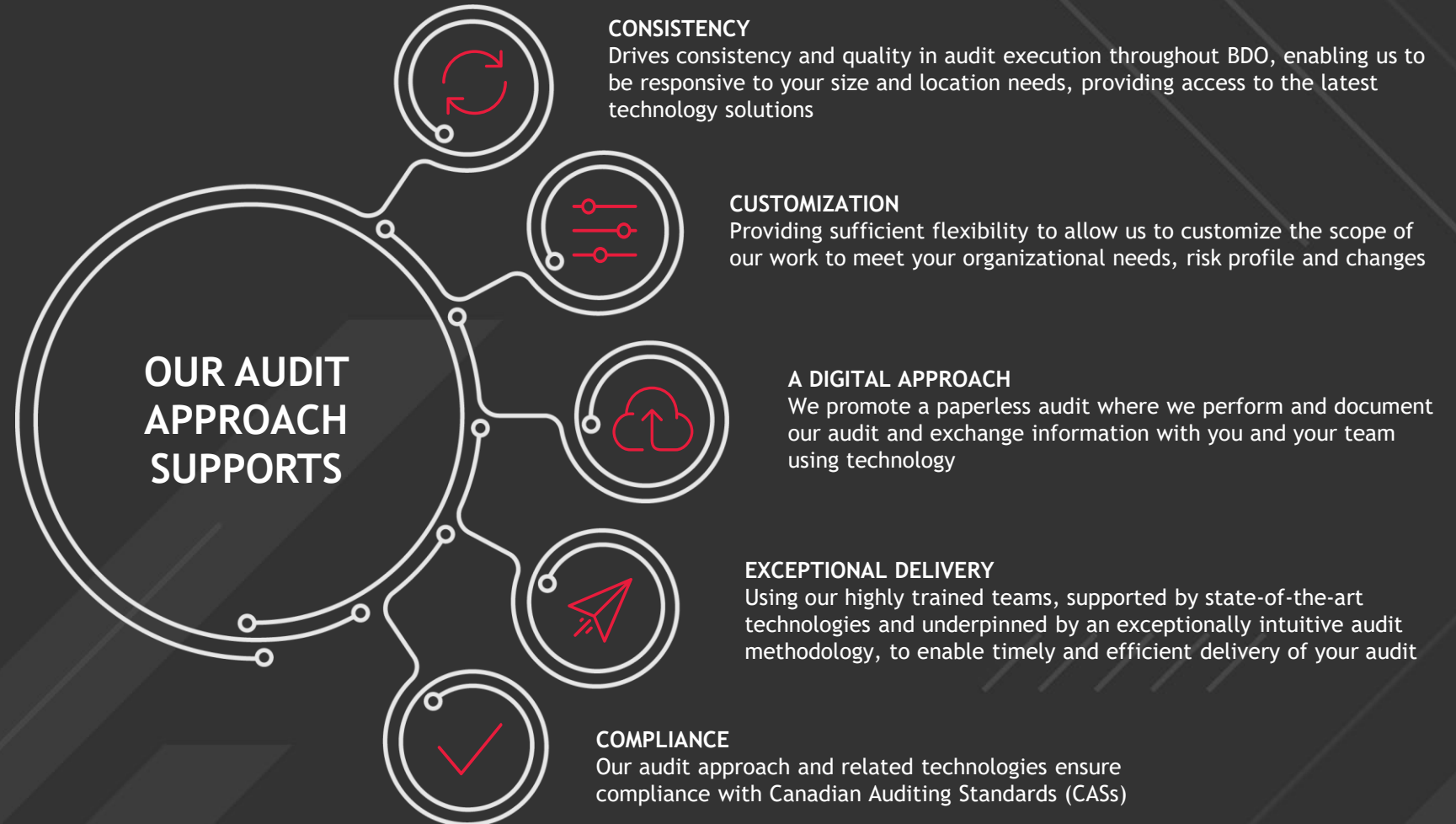
Our audit approach: Responsiveness in action

The cornerstone of each audit engagement is how we deliver our services.

Our firm is deliberately structured to allow one partner to every six staff members. This means easy access to senior staff and the lead partner throughout your audit, as well as a quick turnaround on any questions. It also helps our team gain a better understanding of your organization.

Our audit process differs from the typical audit in our use of in-field reviews, subject to COVID-19 safety protocols. The benefit of these in-field reviews is that final decision-makers are on site ensuring issues are resolved and files closed quickly.

We offer clients the full-service expertise of a national firm. Even more: As part of the global BDO network, we provide seamless and consistent cross-border services to clients with global needs. Yet we maintain a local community focus. The comprehensive range of services we deliver is complemented by a deep industry knowledge gained from nearly 100 years of working within local communities.



BDO's digital audit suite

Our digital audit suite of technologies enables our engagement teams to conduct consistent risk-based audits, both domestically and internationally, with maximum efficiency and minimal disruption to our clients' operations and people.



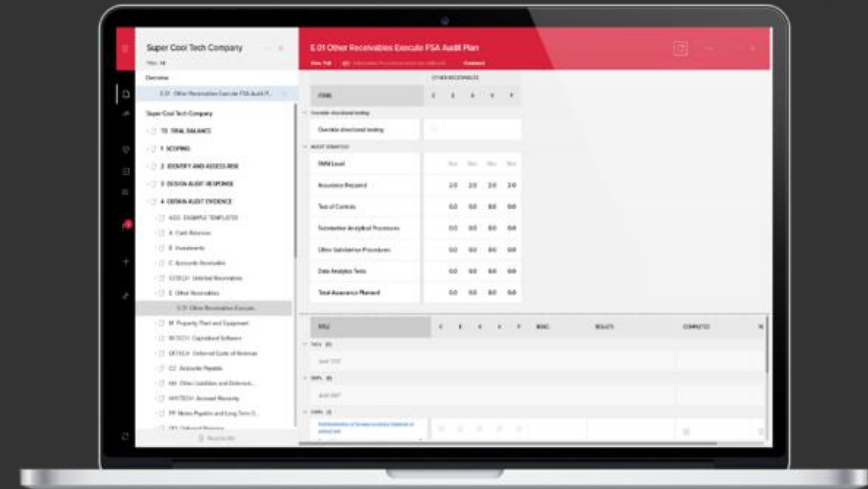
APT Next Gen

Our audit software and documentation tool, APT, is an integral part of our audit methodology. Our professionals engage APT to devise and perform appropriate, risk-based audit procedures and testing based on applicable Canadian Auditing Standards (CASs), as well as to factor in engagement and industry-specific objectives and circumstances.

APT enables us to deliver an audit that fits your organization—whether large or small; complex or basic.

This sophisticated tool also amplifies two key attributes of our audits: consistency and quality. The quality framework that we developed measures our audit performance with hard quality indicators and reflects our indispensable culture for quality. To see our audit quality and consistency in action, look no further than how our teams share best audit practices for continuous improvement.

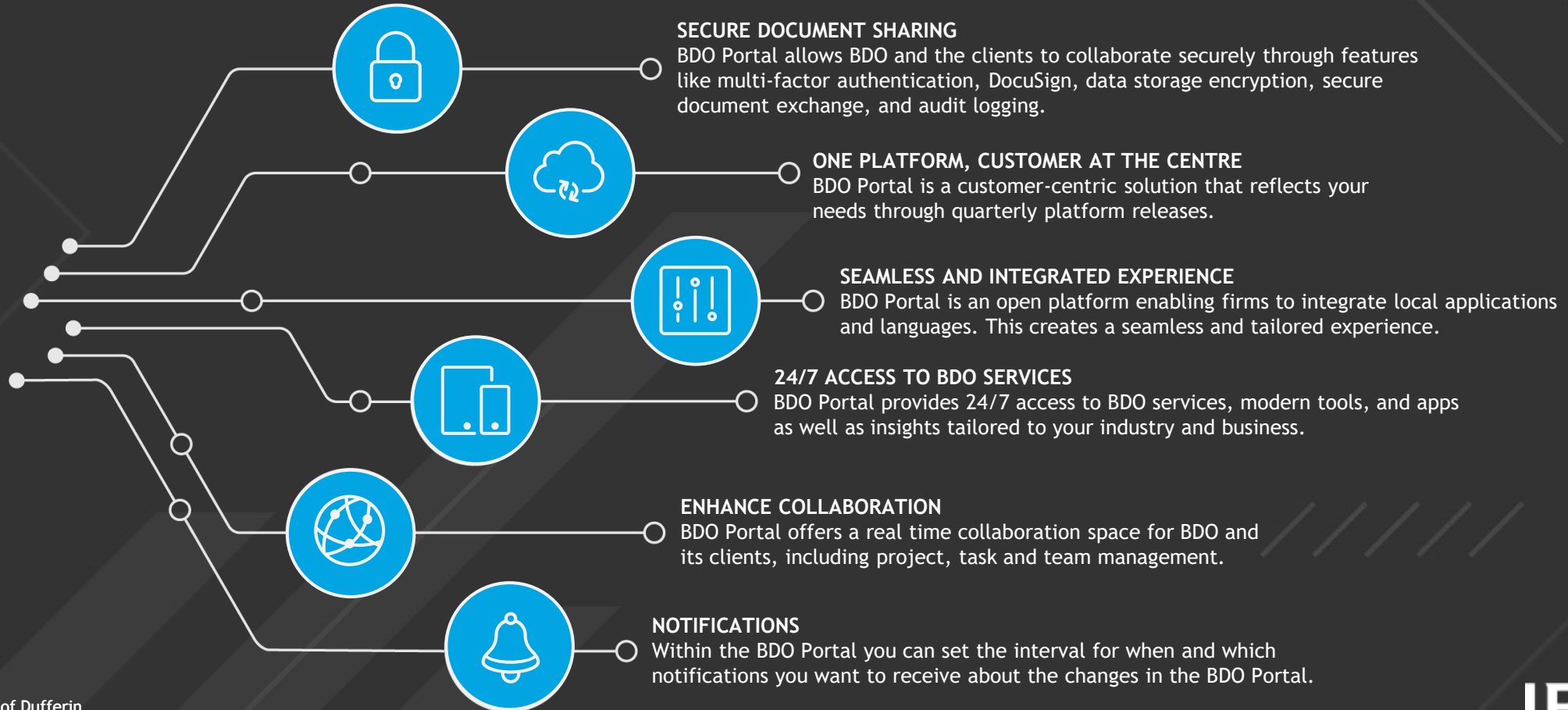
Through a strategic alliance with Microsoft and the introduction of new technology, this global, cloud-based application can now streamline and focus the audit process in even more ways for BDO professionals and their clients.

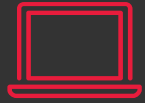




BDO Portal

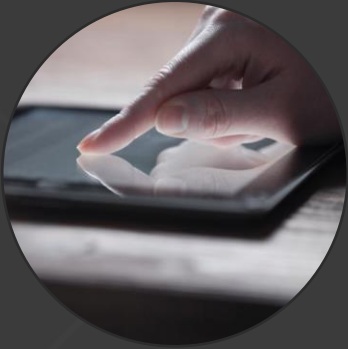
BDO Portal transforms and enhances your digital experience with your BDO advisors. Available at any time, Portal enables you to access all services, tools, apps, and information and to collaborate with your advisors in a seamless way through a flexible, appealing, and secure environment.





Recommended resources

Key changes to financial reporting



When the rules of reporting change, you may need to fine-tune how to present financial statements and govern the organization.

**ACCESS OUR
KNOWLEDGE CENTRE**

The latest tax pointers



Corporate. Commodity. Transfer pricing. International tax. Government programs. Together they add up to immense differences on the organization's bottom line. Our tax collection keeps you current.

STAY ON TOP OF TAXES

BDO Canada Sustainability Practice



Whether you're building a recovery plan, scanning new opportunities for growth, or revisiting your response—you'll find something to help you in our library of 100-plus webinars, articles, infographics, and videos.

LEARN MORE

Specific to you



We think the resource below may be of interest to the Members of Council

READ ARTICLE

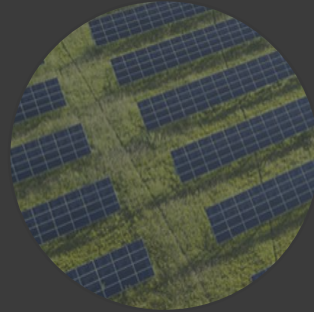


Spotlight on Sustainability

Transformative world events—an international health crisis, social movements, shareholder and investor values, global supply chains, energy transition, smart cities, and sustainable finance—are transforming Canadian business.

Standards and regulations are rapidly changing to reflect the goals of all of your stakeholders. Organizations, investors, and customers are embracing environmental, social, and governance (ESG) considerations as important measures of success. Non-financial and financial information is becoming more interconnected.

How climate change became a business issue worth reporting



[READ ARTICLE](#)

Why manufacturers should be reviewing their ESG strategy now



[READ ARTICLE](#)

What executives need to do to align ESG with strategy



[READ ARTICLE](#)

5 reasons why businesses should care about ESG



[READ ARTICLE](#)

How does COVID-19 impact the environment?



[READ ARTICLE](#)

BDO Global Sustainability Resource Hub



[EXPLORE NOW](#)

ESG, and the business case for dealing with climate change



[READ ARTICLE](#)

Appendices

- ▶ Appendix A: Engagement Letter
- ▶ Appendix B: Independence Letter



Appendix A: Engagement Letter



Tel: 519-376-6110
Fax: 519-376-4741
www.bdo.ca

BDO Canada LLP
1717 2nd Avenue East, 3rd Floor
P.O. Box 397
Owen Sound ON N4K 5P7

July 25, 2019

Corporation of the County of Dufferin
Attention: Alan Selby
55 Zina Street
Orangeville, Ontario
L9W 1E5

Dear Sir/Madam,

We understand that you wish for us to continue as the auditors of Corporation of the County of Dufferin for its fiscal year ended December 31, 2019 and subsequent years.

We are pleased to continue as your auditors subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Traci Smith, CPA, CGA, LPA, BA will be the Engagement Partner for the audit work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of Services.

Our Role as Auditors

We will conduct our audit(s) in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements ("financial statements") prepared in accordance with Canadian public sector accounting standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.





We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or the board of directors.

Since this is a group audit where we may be relying on component auditors or they may be relying on us as component auditors, please note the following:

- (a) there will be unrestricted communication between the group engagement team and the component auditors to the extent allowable under law or regulation;
- (b) important communications with the component auditors, those charged with governance of the group and the component and management of the component, including communication of significant deficiencies in internal controls, shall be communicated to the group engagement team;
- (c) important communications with regulatory authorities and components related to financial reporting matters, shall be communicated to the group engagement team;
- (d) to the extent it is determined to be necessary, the group engagement team will be permitted access to the component information, those charged with governance of the component, and the component auditors (including relevant audit documentation); and
- (e) the group engagement team will be permitted to perform work or request a component auditor to perform work on the financial information of the component.

Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian public sector accounting standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
 - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - additional information that we may request for the purpose of the audit;



- unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;
- financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and
- written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

Financial Statement Services

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.

As agreed, we will provide assistance in the preparation of the financial statements.

These services create a threat to our independence. We, therefore, require that the following safeguards be put into place:

- (a) that you create the source data for all accounting entries;
- (b) that you develop any underlying assumptions for the accounting treatment and measurement of entries; and
- (c) that you review and approve the draft financial statements, including the notes to the financial statements.

Tax Services

Our audit is conducted primarily to enable us to express an opinion on the financial statements. The audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the entity has specific tax compliance issues. We understand that you are not looking to BDO to provide you with any guidance or advice in regard to tax planning or compliance.

Additional Services

We are available to provide a wide range of services beyond those outlined in this Agreement. To the extent that any additional services that we provide to you that are not provided under a separate written engagement agreement, the provisions of this Agreement will apply to the services.



Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

The fees and work to be performed are detailed in Appendix 2.

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.

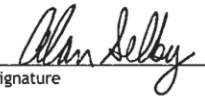
It is a pleasure for us to be of service and we look forward to many future years of association with you.

Yours truly,

BDO Canada LLP

Chartered Professional Accountants, Licensed Public Accountants

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

 Signature	<u>TREASURER</u> Position
<u>ALAN SELBY</u> Name (please print)	<u>Aug 21, 2019</u> Date





Appendix 1 - Standard Terms and Conditions

1. Overview and Interpretation

1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

1.2 In this agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, and any supporting schedules or other appendices to the letter

Services - the services provided or to be provided under this Agreement

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - information that contains identifying features that can be attributed to you or individual personnel

2. BDO Network and Sole Recourse

2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.

2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.

2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this agreement.



3. Respective Responsibilities

- 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.
- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.

4. Working Papers and Deliverables

- 4.1 **Ownership** - Any documents prepared by us or for us in connection with Services belong solely to us.
- 4.2 **Oral advice and draft deliverables** - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Translated documents** - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
- 4.4 **Reliance by Third Parties** - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any third party other than you and any party to whom the assurance report is addressed. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
- 4.5 **Consent to use the Report** - If we are requested to consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document, we will consider, at the relevant time, providing consent and any conditions applicable to our consent. Our consent must be in writing. In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial statements. We will require adequate notice of the request for consent to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost.

5. Confidentiality

- 5.1 We agree to use Confidential Information provided by you only in relation to the services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing Services. Any party to whom we subcontract work will be required to keep Confidential Information confidential either by professional obligation or contract



with us. Any BDO Member Firms or other subcontractors we use will be bound by the same confidentiality obligations.

- 5.2 BDO shall be entitled to include a description of services we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal purposes or to provide industry/sector wide information to our clients or potential clients. You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

6. Independence

- 6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence.

7. Offers of Employment

- 7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

8. Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the Services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.



9. Privacy and Consents

- 9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such information disclosed by you of a personal nature (personal information). Our Services are provided on the understanding that:
- (a) you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and
 - (b) we will hold all personal information in compliance with our Privacy Statement.

10. Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 By signing this agreement, you provide BDO with express consent to communicate with you and your employees, as applicable, electronically, including sending BDO newsletters, publications, announcements, invitations and other news and alerts that may be of interest to you. You and your employees may withdraw such consent at any time by contacting BDO at www.bdo.ca/unsubscribe.

11. Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the Services performed by BDO pursuant to this Agreement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount no more than three times the fees paid by you to BDO in the twelve months preceding the incident giving rise to the claim.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of



any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

- 11.5 You agree claims or actions relating to the delivery of Services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

12. Indemnity

- 12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:
- (a) a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest;
 - (b) the services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by you, failing which, the matter may be referred to dispute resolution in accordance with the terms of this letter.

13. Alternative Dispute Resolution

- 13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this agreement or the Services provided hereunder through good faith negotiations.
- 13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

14. Limitation Period

- 14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware or ought reasonably to have become aware of the facts giving rise to any such claim.
- 14.2 You shall in no event make any claim relating to the Services or otherwise under this Agreement later than two years after the completion of the Services under this Agreement.



14.3 To the extent permitted by law, the parties to this Agreement agree that the limitation periods established in this Agreement replace any limitation periods under any limitations act and/or any other applicable legislation and any limitation periods under any limitations act and/or any other applicable legislation shall not alter the limitation periods specified in this Agreement.

15. Québec Personnel

15.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as grounds for excluding or limiting their own liability. The provisions in Sections 11 (Limitation of Liability) and 14 (Limitation Period) shall therefore not apply to limit the personal civil liability of partners and employees who are members of the Ordre des comptables professionnels agréés du Québec.

16. Termination

16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).

16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all Services performed up to the date of termination, including Services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

17. Fees and Billings

17.1 Our estimated fee is based on an assumed level of quality of your accounting records, the agreed upon level of preparation and assistance from your personnel and adherence to the agreed-upon timetable. Our estimated fee also assumes that your financial statements are in accordance with the applicable financial reporting framework and that there are no significant new or changed accounting policies or issues or internal control or other reporting issues. We will inform you on a timely basis if these factors are not in place.

17.2 Should our assumptions with respect to the quality of your accounting records be incorrect or should the conditions of the records, degree of cooperation, results of audit procedures, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates.

17.3 Our professional fees will be based on our billing rates which depend on the means by which and by whom our Services are provided. We also will bill you for our out-of-pocket expenses, our administrative charge (described below), and applicable Goods and Services Sales Tax, Harmonized Sales Tax, Quebec Sales Tax and Provincial Sales Tax.





- 17.4 Our administrative charge is calculated as a percentage of our professional fee and represents an allocation of estimated costs associated with our technology infrastructure, telephone charges, photocopying and some support staff time costs.
- 17.5 The expenses and charges referred to in Sections 17.3 and 17.4 are included in the fee as agreed to in the BDO response to the County of Dufferin RFP R2019-TR-19-02 (Audit Services) and detailed in Appendix 2 Section A.
- 17.6 Our accounts are due when rendered. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.
- 18. Governing Laws**
- 18.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or territory in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.
- 19. Entire Agreement and Survival**
- 19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. It is understood that this Agreement will not be superseded by any contract with us for other specific services that are not of the same scope as the Services contemplated in this Agreement, unless the other contract explicitly references this Agreement and an intent to supersede it.
- 19.2 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.
- 20. Force Majeure**
- 20.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.
- 21. Assignment**
- 21.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.
- 21.2 The cost of independent contractors and BDO Member Firms referred to in Section 21.2 are included in the fee as agreed to in the BDO response to the County of Dufferin RFP R2019-TR-19-02 (Audit Services) and detailed in Appendix 2 Section A.



22. Severability

- 22.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.

Version: 201809



Appendix 2

A Maximum Fee

The total amount payable by the County to BDO under the RFP R2019-TR-19-02 shall not exceed One hundred fifty-six thousand five hundred seventy-five (\$156,575.00) plus HST. These prices are firm and fixed for a four-year term (2019-2022). The breakdown of prices are as follows:

2019 \$ 38,000.00 + HST 2020 \$ 38,750.00 + HST
2021 \$ 39,500.00 + HST 2022 \$ 40,325.00 + HST

A Work to be Performed

Work to be Performed	Relevant Dates
Interim Audit	Last week of November
Audit Work	Last two weeks of February
Draft Financial Statements	April 15
Council Presentation	Second Thursday of May
Community Support Services Programs (Review Engagement)	June 30
Long Term Care Facility (Review Engagement)	September 30
Ontario Works programs (Review Engagement)	May 31
Children Services programs (Review Engagement)	May 31





Appendix B: Independence Letter



February 11, 2022

Members of Council
County of Dufferin

Dear Members of Council:

We have been engaged to audit the consolidated financial statements of County of Dufferin (the "Entity") for the year ended December 31, 2021.

Canadian generally accepted auditing standards require that we communicate at least annually with you regarding all relationships between the Entity and our Firm that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, the standards require us to consider independence rules and interpretations of the CPA profession and relevant legislation.

We have prepared the following comments to facilitate our discussion with you regarding independence matters arising since May 13, 2021, the date of our last letter.

We are aware of the following relationships between the Entity and us that, in our professional judgment, may reasonably be thought to have influenced our independence. The following relationships represent matters that have occurred from May 13, 2021 to February 11, 2022.

- We have provided advice and comments to management regarding several financial statement measurement, presentation and disclosure matters.
- We have provided assistance in the preparation of the consolidated financial statements , including adjusting journal entries and/or bookkeeping services. These services created a self-review threat to our independence since we subsequently expressed an opinion on whether the presented fairly, in all material respects, the financial position, results of operations and cash flows in accordance with Canadian public sector accounting standards.
- We, therefore, required that the following safeguards be put in place related to the above:
 - Management provided us with a trial balance prior to completion of our audit.
 - Management created the source data for all the accounting entries.
 - Management reviewed and approved all journal entries prepared by us, as well as changes to financial statement presentation and disclosure.
 - Someone other than the preparer reviewed the proposed journal entries and consolidated financial statements.

This letter is intended solely for the use of the Members of Council, management and those charged with governance of the Entity and should not be used for any other purpose.



Yours truly,

BDO Canada LLP

Chartered Professional Accountants, Licensed Public Accountants

For the year ended December 31, 2021

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-05

A BY-LAW TO ADOPT THE ESTIMATES FOR THE SUMS REQUIRED DURING THE YEAR 2022 FOR GENERAL PURPOSES OF THE CORPORATION OF THE COUNTY OF DUFFERIN.

WHEREAS the Corporation of the County of Dufferin (hereinafter referred to as "the County") shall in each year prepare and adopt a budget, including Estimates of the sums it requires during the year for the general purposes of the County, pursuant to Section 289(1), the *Municipal Act, 2001*, as amended (hereinafter referred to as "the Municipal Act");

AND WHEREAS the general upper-tier Levy shall be determined from the Estimates adopted in the budget;

AND WHEREAS the County has agreed that any changes to the 2022 Annual Estimates that would arise from the PSAB 3150 capital asset accounting rules are to be disregarded, as permitted by *O. Reg. 284/09*, for the purposes of Schedule "A" to this Bylaw;

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

1. THAT the County adopt the Levy of Forty Two Million, Four Hundred Twenty One Thousand, Two Hundred and Sixty One Dollars **(\$42,421,260)** as detailed in Schedule "A" attached hereto, as its estimate of the Property Tax Levy required during the year 2022 for the general purposes of the County.
2. THAT the various bodies, local boards, and departments of the County are hereby authorized to proceed with the expenditures and approved programs as provided for by the Annual Estimates, subject to any approved County policies respecting same.
3. THAT this by-law comes into force on January 1, 2022.

READ a first, second and third time and finally passed this 10th day of March, 2022.

Wade Mills, Warden



Dunne, Clerk

SCHEDULE "A"

2022 Budget Estimates

(in 000s)	NON-TAX REVENUES	EXPENSES	RESERVES	2021 NET COST
Council	\$0	\$713,410	-\$35,730	\$677,680
Office of CAO	\$0	\$798,670	-\$80,000	\$718,670
Corporate Services	-\$1,106,110	\$7,093,596	-\$2,168,880	\$3,818,606
People and Equity	-\$84,525	\$1,718,360	-\$432,190	\$1,201,645
Health Services	-\$4,936,240	\$11,154,167	-\$201,610	\$6,016,317
Infrastructure and Environment	-\$7,172,517	\$25,749,397	-\$1,543,325	\$17,033,555
Dufferin Oaks	-\$17,056,412	\$21,447,877	\$255,430	\$4,646,895
Community Services	-\$18,511,945	\$25,934,702	-\$1,172,640	\$6,250,117
Development and Tourism	-\$1,240,350	\$3,893,245	-\$745,120	\$1,907,775
Totals	-\$50,108,099	\$98,503,424	-\$6,124,065	\$42,271,260
				Tax Levy

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW 2022-06

A BY-LAW TO SET TAX RATIOS, AND TO SET TAX RATE REDUCTIONS, FOR PRESCRIBED PROPERTY SUBCLASSES, FOR COUNTY PURPOSES AND LOWER-TIER MUNICIPAL PURPOSES, FOR THE YEAR 2022.

WHEREAS Section 308 of the Municipal Act, 2001 ("Municipal Act") requires the Council of an Upper-Tier Municipality to pass a by-law in each year to establish the tax ratios for that year for the Upper-Tier Municipality and its lower-tier municipalities;

AND WHEREAS Section 313 of the Municipal Act, 2001 requires the Council of an Upper-Tier Municipality to specify, by by-law, the percentage reductions for the subclasses prescribed under subsection 8(1) of the Assessment Act;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN ENACTS AS FOLLOWS:

1. THAT for the purpose of this bylaw:
 - a) the commercial property class includes all commercial office property, shopping centre property, parking lot property and new construction property;
 - b) the industrial property class includes all large industrial property and new construction property;
 - c) all subclasses of farmland awaiting development consist of land as defined in accordance with Regulations passed under the Municipal Act and the Assessment Act

ESTABLISHING TAX RATIOS

2. THAT the tax ratios for the County of Dufferin, which represent the relationship of municipal tax burdens among property classes at the time of re-assessment, be the transition ratios as prescribed by the Province of Ontario, as listed below:

Residential	1.0000
Multi-Residential	2.0000
New Multi-Residential	1.1000
Commercial	1.2200
Industrial	2.1984
Pipeline	0.8421
Landfills	1.1815
Farmlands	0.2200
Managed Forest	0.2500

3. THAT the tax ratios, as established, are to be utilized for both upper-tier and lower-tier purposes.

SUBCLASS TAX RATE REDUCTIONS

4. THAT the subclass tax rate reduction for:
- a) the vacant land, vacant units and excess land subclasses within the commercial property tax class is 30%;
 - b) the vacant land, vacant units and excess land subclasses within the industrial property tax class is 30%;
 - c) all subclasses of farmland awaiting development in the residential, multi-residential, commercial or industrial property classes is 65%.
5. THAT this bylaw comes into force on the day it is passed.

READ a first, second and third time and finally passed this 10th day of March, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW 2022-07

A BY-LAW TO ESTABLISH PROPERTY TAX RATES FOR UPPER-TIER (COUNTY) PURPOSES FOR THE YEAR 2022.

WHEREAS Section 311 of the Municipal Act, 2001 requires an Upper-Tier Municipality, annually, to pass a by-law directing each lower-tier municipality to levy a separate tax rate, as specified in the by-law, on the assessment in each property class in the lower-tier municipality rateable for upper-tier purposes;

AND WHEREAS By-law 2022-05 of the Corporation of the County of Dufferin, dated March 10, 2022, adopted the annual County Budget, including estimates of all sums required during the year 2022 by the County of Dufferin, pursuant to section 289 of the Municipal Act, 2001;

AND WHEREAS the general upper-tier levy was determined from the estimates adopted in By-law 2022-05 to be \$41,271,260;

AND WHEREAS all property assessment rolls on which the 2022 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act, 1990 chapter A.31 as amended (hereinafter referred to as the "Assessment Act") subject to appeals at present before the Assessment Review Board, the Ontario Municipal Board and the District Court;

AND WHEREAS the "Residential Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Office Building Assessment", "Shopping Centre Assessment", "Parking Lot Assessment", "Industrial Assessment", "Large Industrial Assessment", "Pipeline Assessment", "Farmlands Assessment", "Managed Forest Assessment", "New Construction Assessment", and their applicable subclasses pursuant to the Assessment Act, as amended, have been determined on the basis of the aforementioned property assessment rolls and are detailed on Schedule "A" attached hereto, and which forms part hereof;

AND WHEREAS the Tax Ratios and the Tax Rate Reductions for prescribed property subclasses have been set out in By-law 2022-06 of the Corporation of the County of Dufferin dated March 10, 2022;

AND WHEREAS these tax rates on the aforementioned "Residential Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Office Building Assessment", "Shopping Centre Assessment", "Parking Lot Assessment", "Industrial Assessment", "Large Industrial Assessment", "Pipeline Assessment", "Farmlands Assessment", "Managed Forest Assessment", "New Construction Assessment", and their applicable subclasses have been calculated pursuant to the provisions of the Municipal Act, 2001;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN ENACTS AS FOLLOWS:

1. DEFINITIONS:

In this By-law:

- a) "lower-tier municipalities" mean those municipalities that are member municipalities which form part of the County of Dufferin";
- b) "Property classes" are as prescribed under the Assessment Act and include the residential property class, the multi-residential property class, the commercial property class and its subclasses, the industrial property class and its subclasses the pipeline property class, the farmlands property class and the managed forest property class;
- c) "Tax rate" means the tax rate to six decimal places to be levied against the assessment of the property;
- d) "Tax ratio" means the ratio between the tax rates for each property class and the tax rate for the residential property class, when the residential property class ratio is 1.0;
- e) "Upper-tier municipality" means the Corporation of the County of Dufferin.

2. THAT for the year 2022, the lower-tier municipalities in the Corporation of the County of Dufferin shall levy upon Residential assessment, Multi-residential assessment, Commercial assessment, Industrial assessment, Pipeline assessment, Farmland assessment and Managed Forest assessment, and applicable subclasses, the upper-tier tax rates for County purposes as set out in Schedule "B" attached hereto and which forms part hereof.

3. THAT County Council directs that the general upper-tier tax levy, for each lower-tier municipality (as detailed in Schedule "C" attached hereto) be paid to the Treasurer of the Corporation of the County of Dufferin in four instalments, as per s. 311(13) of the Municipal Act, 2001.
4. THAT the amounts outlined in s. 311(13) which are not received by the Corporation of the County of Dufferin on the dates specified shall bear interest thereon at the rate of 15 per cent per year pursuant to s. 311 (19) of the Municipal Act, 2001.
5. THAT the County Treasurer is hereby directed and authorized to undertake any required action necessary to collect the levies herein, including advising the lower-tier municipalities of the terms of this by-law forthwith, after its enactment.
6. THAT for payments-in-lieu of taxes, as defined in s.306 of the Municipal Act, 2001 and due to the County of Dufferin under s. 322, s.323 and O. Reg. 423/02 of the Municipal Act, 2001:
 - a) the estimated amount will be provided to the County Treasurer by the Treasurer of each lower-tier municipality as required under the Municipal Act;
 - b) the actual amount due to the County of Dufferin will be based on the assessment rolls and the County rates of taxation for the year 2022.
7. THAT this bylaw comes into force on the day it is passed.

READ a first, second and third time and finally passed this 10th day of March, 2022.

Wade Mills, Warden



Dunne, Clerk

Schedule "A" to By-law # 2022-07

Current Value Assessment, using Phased-in Re-assessment Values of 2016 (Phase-in year 4 of 4) for purposes of 2022 Taxation

		2208	2201	2204	2219	2212	2214	2216	2221	
PROPERTY CLASS	CODE	AMARANTH	EAST GARAFRAXA	GRAND VALLEY	MELANCTHON	MONO	ORANGEVILLE	MULMUR	SHELburne	COUNTY TOTAL
Residential - Full	RT	666,275,700	536,913,000	501,495,168	431,872,000	2,065,519,098	3,648,300,026	801,333,100	886,539,700	9,538,247,792
Residential - Full, Shared PIL	RH		153,400	101,000						254,400
Sub-Total RESIDENTIAL		666,275,700	537,066,400	501,596,168	431,872,000	2,065,519,098	3,648,300,026	801,333,100	886,539,700	9,538,502,192
Multi-Residential - Full	MT			1,032,000			82,344,000		16,332,200	99,708,200
Multi-Residential - Farmland Awaiting Dev.	NT						2,262,000			2,262,000
Sub-Total MULTI-RESIDENTIAL		0	0	1,032,000	0	0	84,606,000	0	16,332,200	101,970,200
Commercial - Full	CT	14,912,729	5,896,300	6,270,100	7,199,900	87,724,554	322,312,000	10,300,600	42,669,300	497,285,483
Commercial - Excess Land	CU	1,527,271	227,600	232,200	401,700	5,159,498	4,597,700	525,700	1,058,400	13,730,069
Commercial - Vacant Land	CX	442,000		494,500	68,000	6,151,000	11,618,700	179,000	14,411,000	33,364,200
Commercial - Full, Shared PIL	CH					45,000	7,001,000			7,046,000
Commercial - New Constr. Full	XT	8,131,000	10,765,900	5,527,460	3,050,300	21,501,000	51,635,400	1,540,600	10,686,500	112,838,160
Commercial - New Constr. Excess Land	XU	31,800	165,100	444,300			242,600		791,700	1,675,500
Commercial - New Constr. Vacant Land	XX								681,000	681,000
Commercial - Farm Business	C7					36,400				36,400
Office Building - Full	DT						2,014,400			2,014,400
Parking Lot - Full	GT			34,000			2,581,000		123,000	2,738,000
Shopping Centre - Full	ST					3,644,154	133,801,200		1,698,500	139,143,854
Shopping Centre - Excess Land	SU					168,347	657,700			826,047
Sub-Total COMMERCIAL		25,044,800	17,054,900	13,002,560	10,719,900	124,429,953	536,461,700	12,545,900	72,119,400	811,379,113
Industrial - Full	IT	4,537,500	3,455,300	408,200	11,496,200	6,771,200	42,399,300	444,100	13,594,100	83,105,900
Industrial - Excess Land	IU	157,800	21,600			13,900	1,443,600		346,100	1,983,000
Industrial - Vacant Land	IX	1,338,000		155,000	141,000	1,750,000	4,739,500		2,796,000	10,919,500
Industrial - Full, Shared PIL	IH	619,700		109,200	117,000	255,100	262,000	58,500	113,000	1,534,500
Industrial - Full, Shared PIL Excess Land	IK	266,300				94,900				361,200
Industrial - Farm Business	J7	11,800								11,800
Industrial - Farmland 1	I1						2,779,000			2,779,000
Industrial - New Constr. Full	JT	5,908,200	3,214,100	5,918,566	27,442,300	7,616,800	8,286,000	55,100	7,628,100	66,069,166
Industrial - New Constr. Excess Land	JU		2,800			65,900			1,175,900	1,244,600
Large Industrial - Full	LT						10,857,600		24,154,000	35,011,600
Large Industrial - Excess Land	LU						511,600			511,600
Sub-Total INDUSTRIAL		12,839,300	6,693,800	6,590,966	39,196,500	16,567,800	71,278,600	557,700	49,807,200	203,531,866
Pipeline	PT	2,039,000	386,000	909,000	1,939,000	5,027,000	6,031,000	39,500	2,084,000	18,454,500
Farmlands	FT	266,386,200	229,937,600	189,079,924	251,367,400	174,529,823	108,800	201,857,300	441,500	1,313,708,547
Managed Forest	TT	3,756,000	6,634,400	2,473,600	3,252,500	35,848,300		52,680,300		104,645,100
TOTAL TAXABLE		976,341,000	797,773,100	714,684,218	738,347,300	2,421,921,974	4,346,786,126	1,069,013,800	1,027,324,000	12,092,191,518
Payments-in-lieu	PIL	2,939,500	0	4,693,000	853,000	16,134,000	6,846,400	14,371,000	4,559,300	50,396,200
Exempt	E	26,639,400	16,806,200	16,615,900	13,553,300	148,586,726	248,165,800	90,533,000	55,637,200	616,537,526
TOTAL Phased-in Values for 2020		1,005,919,900	814,579,300	735,993,118	752,753,600	2,586,642,700	4,601,798,326	1,173,917,800	1,087,520,500	12,759,125,244

Schedule "B" to By-law # 2022-07
2022 COUNTY OF DUFFERIN TAX RATES AND LEVY

Property Class	Code	2022 County Tax Rates	2022 Phased-in CVA from MPAC (per Schedule A)	Total Taxes Per Class 2022	Total Taxes 2021 (info only)
Residential	RT	0.369676%	9,538,247,792	\$35,260,560	\$34,229,928
Residential Full, Shared PIL	RH	0.369676%	254,400	\$940	\$667
Multi Residential - Full	MT	0.739352%	99,708,200	\$737,195	\$702,015
Multi-Residential - Farmland Awaiting Develop.	NT	0.258773%	2,262,000	\$5,853	\$0
Commercial - Full	CT	0.451005%	497,285,483	\$2,242,781	\$2,195,641
Excess Land	CU	0.315703%	13,730,069	\$43,346	\$43,635
Vacant Land	CX	0.315703%	33,364,200	\$105,332	\$68,295
Full, Shared PIL	CH	0.451005%	7,046,000	\$31,778	\$28,705
Commercial New Constr. - Full	XT	0.451005%	112,838,160	\$508,905	\$450,894
Excess Land	XU	0.315703%	1,675,500	\$5,290	\$6,543
Vacant Land	XX	0.315703%	681,000	\$2,150	\$0
Commercial - Farm Business	C7	0.451005%	36,400	\$164	\$161
Office Building - Full	DT	0.451005%	2,014,400	\$9,085	\$8,934
Parking Lot - Full	GT	0.451005%	2,738,000	\$12,349	\$11,993
Shopping Centre - Full	ST	0.451005%	139,143,854	\$627,545	\$616,611
Excess Land	SU	0.315703%	826,047	\$2,608	\$2,750
Industrial - Full	IT	0.812696%	83,105,900	\$675,398	\$636,894
Excess Land	IU	0.568887%	1,983,000	\$11,281	\$11,867
Vacant Land	IX	0.568887%	10,919,500	\$62,120	\$72,911
Full, Shared PIL	IH	0.812696%	1,534,500	\$12,471	\$12,282
Full, Shared PIL Excess Land	IJ	0.568887%	361,200	\$2,055	\$2,333
Farm Business	J7	0.812696%	11,800	\$96	\$92
Farmland 1	I1	0.284444%	2,779,000	\$7,905	\$7,774
Industrial New Constr. - Full	JT	0.812696%	66,069,166	\$536,941	\$446,677
Excess Land	JU	0.568887%	1,244,600	\$7,080	\$384
Large Industrial - Full	LT	0.812696%	35,011,600	\$284,538	\$279,822
Excess Land	LU	0.568887%	511,600	\$2,910	\$2,862
Pipeline	PT	0.311304%	18,454,500	\$57,450	\$56,078
Farmlands	FT	0.081329%	1,313,708,547	\$1,068,422	\$1,053,734
Managed Forests	TT	0.092419%	104,645,100	\$96,712	\$92,819
			12,092,191,518	\$42,421,260	\$41,043,301

2022 Tax Levy

Schedule "C" to By-law # 2022-07
2022 TAX LEVY for Upper Tier Purposes by Area Municipality

			2208	2201	2204	2219	2212	2214	2216	2221	
PROPERTY CLASS	Code	TAX RATE	AMARANTH	EAST GARAFRAXA	GRAND VALLEY	MELANCTHON	MONO	ORANGEVILLE	MULMUR	SHELBURNE	COUNTY TOTAL
Residential - Full, Shared PIL	RH	0.369676%	2,463,061	1,984,839	1,853,907	1,596,527	7,635,728	13,486,837	2,962,336	3,277,325	35,260,560
Residential - Full	RT	0.369676%	0	567	373	0	0	0	0	0	940
Sub-Total RESIDENTIAL			2,463,061	1,985,406	1,854,281	1,596,527	7,635,728	13,486,837	2,962,336	3,277,325	\$35,261,500
Multi-Residential - Full	MT	0.739352%	0	0	7,630	0	0	608,812	0	120,752	737,195
Multi-Res - Farmland Awaiting Dev.	NT	0.258773%	0	0	0	0	0	5,853	0	0	5,853
Sub-Total MULTI-RESIDENTIAL			0	0	7,630	0	0	614,665	0	120,752	\$743,048
Commercial - Full	CT	0.451005%	67,257	26,593	28,278	32,472	395,642	1,453,642	46,456	192,441	2,242,781
Commercial - Excess Land	CU	0.315703%	4,822	719	733	1,268	16,289	14,515	1,660	3,341	43,346
Commercial - Vacant Land	CX	0.315703%	1,395	0	1,561	215	19,419	36,681	565	45,496	105,332
Commercial - Full, Shared PIL	CH	0.451005%	0	0	0	0	203	31,575	0	0	31,778
Commercial New Constr. - Full	XT	0.451005%	36,671	48,555	24,929	13,757	96,971	232,878	6,948	48,197	508,905
Commercial New Constr. - Excess Land	XU	0.315703%	100	521	1,403	0	0	766	0	2,499	5,290
Commercial - New Constr. Vacant Land	XX	0.315703%	0	0	0	0	0	0	0	2,150	2,150
Commercial - Farm Business	C7	0.451005%	0	0	0	0	164	0	0	0	164
Office Building - Full	DT	0.451005%	0	0	0	0	0	9,085	0	0	9,085
Parking Lot - Full	GT	0.451005%	0	0	153	0	0	11,640	0	555	12,349
Shopping Centre - Full	ST	0.451005%	0	0	0	0	16,435	603,450	0	7,660	627,545
Shopping Centre - Excess Land	SU	0.315703%	0	0	0	0	531	2,076	0	0	2,608
Sub-Total COMMERCIAL			110,246	76,387	57,058	47,712	545,654	2,396,308	55,629	302,339	\$3,591,333
Industrial - Full	IT	0.812696%	36,876	28,081	3,317	93,429	55,029	344,577	3,609	110,479	675,398
Industrial - Excess Land	IU	0.568887%	898	123	0	0	79	8,212	0	1,969	11,281
Industrial - Vacant Land	IX	0.568887%	7,612	0	882	802	9,956	26,962	0	15,906	62,120
Industrial - Full, Shared PIL	IH	0.812696%	5,036	0	887	951	2,073	2,129	475	918	12,471
Industrial - Full, Shared PIL Excess Land	IJ	0.568887%	1,515	0	0	0	540	0	0	0	2,055
Industrial - Farm Business	J7	0.812696%	96	0	0	0	0	0	0	0	96
Industrial - Farmland 1	I1	0.284444%	0	0	0	0	0	7,905	0	0	7,905
Industrial New Constr. - Full	JT	0.812696%	48,016	26,121	48,100	223,022	61,901	67,340	448	61,993	536,941
Industrial New Constr. - Excess Land	JU	0.568887%	0	16	0	0	375	0	0	6,690	7,080
Large Industrial - Full	LT	0.812696%	0	0	0	0	0	88,239	0	196,299	284,538
Large Industrial - Excess Land	LU	0.568887%	0	0	0	0	0	2,910	0	0	2,910
Sub-Total INDUSTRIAL			100,048	54,341	53,187	318,205	129,953	548,276	4,532	394,253	\$1,602,795
Pipeline	PT	0.311304%	6,347	1,202	2,830	6,036	15,649	18,775	123	6,488	57,450
Farmlands	FT	0.081329%	216,648	187,005	153,776	204,434	141,943	88	164,168	359	1,068,422
Managed Forest	TT	0.092419%	3,471	6,131	2,286	3,006	33,131	0	48,687	0	96,712
TOTAL TAX LEVY			\$2,899,823	\$2,310,472	\$2,131,047	\$2,175,919	\$8,502,058	\$17,064,949	\$3,235,475	\$4,101,516	\$42,421,260
											per Schedule B
% SHARE OF UPPER TIER LEVY			6.84%	5.45%	5.02%	5.13%	20.04%	40.23%	7.63%	9.67%	100.00%

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-08

A BY-LAW TO PROVIDE PROPERTY TAX REBATES TO ELIGIBLE CHARITIES FOR THE YEAR 2022.

WHEREAS Section 361(1) of the Municipal Act, 2001, C.25, requires that every municipality, other than a lower tier municipality, shall have a tax rebate program for eligible charities for the purpose of giving them relief from taxes on eligible property they occupy:

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

1. To be eligible for tax rebates, organizations must meet the following criteria:
 - a) be a charitable organization (or not for profit organization) as defined in subsection 248(1) of the Income Tax Act and have a registration number issued by the Canada Customs and Revenue Agency;
 - b) be occupying commercial or industrial property
2. The amount of the rebate provided under this by-law to each eligible charity will be set at a minimum of 40 per cent, up to a maximum of 100 per cent, of the taxes payable by the eligible charity on the property it occupies.
3. Rebates under this by-law shall be administered by the Treasurers of the lower-tier municipalities of Dufferin County.
4. The costs of a rebate of taxes paid, pursuant to this by-law, shall be shared by the lower-tier municipality, the County and school boards that share in the revenue from the taxes on the property, in the same proportion as the municipalities and school boards share in those revenues.
5. No similar organizations will be provided with a rebate under this by-law.
6. Application for a rebate may be filed by an eligible charity with the Treasurer of the lower-tier municipality, according to the procedures and in the form specified by the said lower-tier Treasurer.

7. Such applications must be made after July 1 of the taxation year to which the rebate applies, and no later than the last day of February of the following taxation year.
8. Payment of the first instalment of the rebate shall be made within 60 days after the receipt by the municipality of the application of the eligible charity. The first instalment must be at least 50% of the estimated rebate for the year.
9. The second payment, if applicable, of the balance of the estimated rebate shall be made within 120 days of the receipt of the application.
10. Final adjustments to rebates are to be made after the taxes to be paid by the charity are determined annually, in respect of the difference between the estimated rebate paid by the lower-tier municipality and the rebate to which the charity is entitled.
11. As a condition of receiving a rebate for a year, a charity must repay a prorated share of the rebate if its eligible status changes, or if it relocates outside the County, during the year.
12. Tax rebates are not retroactive, and will be not be paid for years prior to the current taxation year.
13. That this by-law comes into force immediately upon passing.

READ a first, second a

y of March, 2022.

Wade Mills, Warden



unne, Clerk

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-09

A BY-LAW TO PROVIDE TAX RELIEF TO CERTAIN LOW-INCOME SENIORS AND LOW-INCOME PERSONS WITH DISABILITIES, WHO ARE OWNERS OF REAL PROPERTY IN THE COUNTY OF DUFFERIN, FOR THE YEAR 2022.

WHEREAS Section 319 of the Municipal Act, 2001, C.25, provides that, for the purpose of relieving financial hardship, the Council of a municipality, other than a lower tier municipality, may pass a by-law providing for relief, in respect of tax increases, on property in the Residential/Farm property class, for owners who are, or whose spouses or same sex partners are, low-income seniors as defined in the by-law, or low-income persons with disabilities, as defined in the by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN ENACTS AS FOLLOWS:

1. THAT for the purpose of this by-law:

"applicant" means an individual who makes application for relief;

"lower-tier municipality" means the Town of Mono, the Town of Orangeville, the Town of Shelburne, the Township of Amaranth, the Township of East Garafraxa, the Town of Grand Valley, the Township of Melancthon, and the Township of Mulmur;

"eligible rebate amount" for 2022, means the full amount of any increase in property taxes, payable for school board purposes, and for lower tier municipality purposes, and for upper tier municipality purposes, exceeding the total property taxes for the same property for 2021;

"eligible person" means an individual who meets the requirements of eligibility to receive a rebate in accordance with this by-law;

"eligible property" means property in respect of which an application may be made in accordance with this by-law;

"owner" means an individual who has been assessed as an owner;

"rebate" means the rebate of a property tax increase in accordance with this by-law;

"Treasurer" means the Treasurer of the Corporation of the County of Dufferin.

2. An application may be made by an owner to the Treasurer for a rebate of property tax increases for an eligible property.
3.
 - a) An application shall be made prior to November 30, 2022.
 - b) An application may be made for the rebate of a property tax increase only for the taxation year in which the application is made.
 - c) An application shall demonstrate to the satisfaction of the Treasurer that the application meets all requirements established by this by-law, including that the application is made in respect of eligible property.
 - d) An application shall be in the form prescribed by the Treasurer.
4. A property is an eligible property for the purposes of this by-law if:
 - a) it is property in the residential/farm property class;
 - b) it is the principal residence within the meaning of the Income Tax Act (Canada), of an owner of the property or the spouse of an owner;
 - c) every owner of the property is either an eligible person or the spouse of an eligible person; and
 - d) no arrears of property tax are payable in respect of the property.
5.
 - a) A person is an eligible person for the purpose of this by-law if:
 - i) the person is at the time of making the application
 - 1) 65 years of age or older, and eligible for and in receipt of an increment paid under the Guaranteed Income Supplement (GIS) authorized under Part II of the Old Age Security Act (Canada); or
 - 2) eligible for and in receipt of an allowance, benefits or income support as a disabled person or as a person with a disability under the Ontario Disability Support Program Act, R.S.O. 1997, ch.25, Sch. B; and
 - ii) the person has owned real property within the County of Dufferin for at least one year immediately preceding the date of the application.
 - b) No person shall be considered to be an eligible person for the purposes of an application under this by-law in connection with more than one application in

any taxation year.

6.
 - a) Statutory references in this by-law shall be deemed to refer to those provisions as amended or replaced from time to time.
 - b) This by-law may be cited as the "Tax Relief for Low-Income Seniors and Low-Income Persons with Disabilities By-law, 2022."
7. Tax rebates are not retroactive, and will be not be paid for years prior to the current taxation year. The tax rebate approved shall be fully funded by the County of Dufferin.
8. This by-law comes into force immediately upon passing.

READ a first, second and third time and finally passed this 10th day of March, 2022.

Wade Mills, Warder



Dunne, Clerk

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-10

A BY-LAW TO AMEND BY-LAW 2015-41, FEES AND CHARGES FOR SERVICES AND ACTIVITIES PROVIDED BY THE COUNTY OF DUFFERIN. (Schedule "B" – Dufferin Oaks Long Term Care Home)

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, S. 391 provides that municipalities may pass by-laws imposing fees or changes on any class of persons.

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

1. That Schedule "B" be amended as follows:

Service	Fee
Meals on Wheels – Orangeville	\$7.50 per meal**
Meals on Wheels – Shelburne	\$7.50 per meal**
Home Help (laundry, meal prep, cleaning, etc.)	\$18.00 per hour
Respite	\$18.00 per hour

** effective April 1, 2022

2. This by-law shall come into full force and effect on the day of its passing.

READ a first, second and third time and finally passed this 10th day of March, 2022.

Wade Mills, Warden



Ile Dunne, Clerk

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-11

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

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

1. That the agreement between the County of Dufferin and Services and Tiffany McCabe, 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 10th day of March, 2022.



Wade Mills, Warden

Clerk

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THIS LEASE made the 1st day of April 2022.

BETWEEN:

CORPORATION OF THE COUNTY OF DUFFERIN

(the "Landlord")

AND

Tiffany McCabe

(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: | Tiffany McCabe |
| | Address: | 515020 2 nd Line,
Amaranth, ON L9W 0S7 |
| (c) | Indemnifier: | Not applicable |
| (d) | Building: | Mel Lloyd Centre, 167 Centre Street,
Shelburne, ON L9V 3R8 |
| (e) | Premises: | Suite # as described in Section 1.2 (m) |
| (f) | Rentable Area of Premises: | 225 square feet, subject to Section 2.2 |
| (g) | Term: | One year subject to Section 2.3 |

Commencement Date: April 1, 2022, subject to Section 2.4

End of Term: March 31, 2023, subject to Sections 2.3 and 2.4

(h) Basic Gross Rent (Section 3.2): \$18.73 (+ 3% yearly increase) + HST

Period	Per Sq. Ft/year	Per year	Per Month
April 1, 2022 to March 31, 2023	\$18.73	\$4,214.25 +HST	\$351.19 +HST

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

(j) Deposit: Not applicable

(k) Rent Deposit: Not applicable

(l) Security Deposit: Not applicable

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

Schedules forming part of this Lease:

i. Schedule "A" Legal Description

ii. Schedule "B" Floor Plan

iii. Schedule "C" Rules and Regulations

1.2 Definitions

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

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

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

commencement of the Term, and any such property taxes levied or assessed against the Landlord on account of its ownership of the Building or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;

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

ARTICLE 2 - DEMISE AND TERM

2.1 Demise

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

2.2 Measurement

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

2.3 Term

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

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

2.4 Delay in Possession

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

2.5 Overholding

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

ARTICLE 3 - RENT

3.1 Covenant to Pay

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

3.2 Basic Gross Rent

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

3.3 Additional Rent

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

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

3.4 Gross Lease

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

3.5 Business and Other Taxes

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

3.6 Payment Method

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

3.7 Deposit - Not applicable

3.8 Rental Taxes

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

3.9 Rent Past Due

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

ARTICLE 4 - CONTROL AND OPERATION OF BUILDING BY LANDLORD

4.1 Building Operation and Repair

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

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

4.2 HVAC Systems

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

4.3 Tenant Requirements

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

4.4 Use of Common Areas

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

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

4.5 Janitorial Services

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

4.6 Rules and Regulations

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

4.7 Lands and Building

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

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

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

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

4.8 No Abatement

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

4.9 Fire Alarm System

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

ARTICLE 5 - USE OF PREMISES

5.1 Use of Premises

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

5.2 Observance of Law

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

5.3 Waste and Nuisance

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

5.4 Utilities

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

ARTICLE 6 - MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES

6.1 Inspection Maintenance and Repair of Premises

The Tenant shall, at its own expense and cost, operate, maintain and keep in good condition and substantial repair, order and condition the Premises and all parts thereof, save and except for repairs required to be made by the Landlord pursuant to Section

4.1. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises, and shall meet the requirements of all authorities having jurisdiction, as well as the insurance underwriters.

The Landlord may, at all reasonable times during the Term and upon twenty-four hours'

(24) telephonic notice to the Tenant, enter the Leased Premises to inspect their condition. Where an inspection discloses that maintenance or repair action is necessary, the Landlord shall so advise the Tenant in writing, who shall, if directed by the Landlord, forthwith undertake the same in a timely and good and workmanlike manner using new materials.

6.2 Entry

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

6.3 Repair where Tenant at Fault

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

6.4 Permitted Alterations

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

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

6.5 Signs

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

6.6 Construction Liens

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

6.7 Removal of Improvements and Fixtures

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

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

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

6.8 Surrender of Premises

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

ARTICLE 7 - INSURANCE AND INDEMNITY

7.1 Indemnity by Tenant

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

7.2 Release of Landlord

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

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

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

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

7.3 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

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

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

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

7.4 Landlord's Insurance

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

ARTICLE 8 - ASSIGNMENT AND SUBLETTING

8.1 Assignment, Subletting

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

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

8.2 Landlord's Consent

If the Tenant desires to assign this Lease, sublet the Premises, or otherwise deal with this Lease or its interest in the Premises, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing, and the Landlord shall, within

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

8.3 Requests for Consent

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

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

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

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

8.4 Change of Control

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

8.5 No Advertising

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

8.6 Assignment by Landlord

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

8.7 Status Certificate

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

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

8.8 Subordination

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

ARTICLE 9 - QUIET ENJOYMENT

9.1 Quiet Enjoyment

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

ARTICLE 10 -DAMAGE AND DESTRUCTION

10.1 Destruction of or Damage to Building

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

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

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

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

10.2 Certificate Conclusive

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

ARTICLE 11 – DEFAULT AND DISPUTE RESOLUTION

11.1 Default and Right to Re-enter

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

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

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

11.2 Default and Remedies

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

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

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

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

11.3 Distress

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

11.4 Costs

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

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

11.5 Remedies Cumulative

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

11.6 Dispute Resolution

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

11.7 Arbitration Procedure

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

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

11.8 Injunctive Relief

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

ARTICLE 12 - GENERAL

12.1 Entry

(1) The Landlord shall be entitled at any time during the last nine (9) months of the Term:

- (a) to place on the exterior walls of the Premises, at a height not lower than the upper limit of the windows of the Premises, the Landlord's usual notice(s) that the Premises are "For Rent"; and
- (b) on reasonable prior notice, to enter on the Premises during Normal Business Hours for the purpose of exhibiting same to prospective tenants.

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

12.2 Force Majeure

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

12.3 Effect of Waiver or Forbearance

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

12.4 Notices

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

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

12.5 Registration

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

12.6 Relocation

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

12.7 Interpretation

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

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

construction or interpretation of this Lease.

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

12.8 Entire Agreement

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

12.9 Time of the Essence

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

12.10 Successors and Assigns

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

12.11 Indemnifier - Not applicable.

12.12 Confidentiality

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

12.13 Early Termination

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

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

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

12.14 Execution and Counterparts

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

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

LANDLORD

CORPORATION OF THE COUNTY OF DUFFERIN

Per: 

Name: Wade Mills,
Title: Warden

Per: 

Name: Michelle Durme
Title: Clerk

We have authority to bind the Corporation.

TENANT**[Tenant]**

Per: Tiffany McCabe
Name:
Title:

Per: Tiffany McCabe
Name:
Title:

We have authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION

PIN: 341300033

ROLL NUMBER: 222100000101500

CON 2 W PT LOT 32

SCHEDULE "B"
FLOOR PLAN

To be inserted

SCHEDULE "C"
RULES AND REGULATIONS

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

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

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

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-xx

A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AT ITS MEETING HELD ON MARCH 10, 2022.

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 March 10, 2022 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 10th day of March, 2022.

Wade Mills, Warden



☞ Dunne, Clerk