



COUNCIL AGENDA

Thursday, April 14, 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 April 14, 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 March 10, 2022, be adopted.

5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

5.1. Delegation: Sikh Flag Raising

Narinder Paul Singh to delegate to Council to request the Sikh flag be raised in honour of Sikh Heritage Month.

5.2. Delegation: Dufferin County Multicultural Foundation

Althea Alli, President/Founder, Dufferin County Multicultural Foundation, to delegate to Council to request support for the Dufferin County Multicultural Foundation and their 2022 Multicultural Day event.

5.3. Presentation: Headwaters Communities In Action – Community Grant & Food For Thought Grant Allocation Recommendations

A presentation from Jennifer Payne, Executive Director, Headwaters Communities In Action, dated April 14, 2022, to recommend allocation of the Dufferin County Community Grant funds and Food For Thought Grant funds.

For consideration of Council.

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 April 13, 2022.

7. PRESENTATION AND CONSIDERATIONS OF REPORTS

7.1. Diversity, Equity and Inclusion Community Advisory Committee Minutes – March 9, 2022 and April 6, 2022

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee meetings of March 9, 2022 and April 6, 2022.

THAT the minutes of the Diversity, Equity and Inclusion Community Advisory Committee meetings of March 9, 2022 and April 6, 2022, be adopted.

7.2. Health & Human Services Minutes – March 24, 2022

THAT the minutes of the Health and Human Services meeting held on March 24, 2022, and the recommendations set out, be adopted.
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HEALTH & HUMAN SERVICES – March 24, 2022 – ITEM #1
Dufferin County Equity Collaborative 2021 Report to the Community

THAT the report of the Director, Community Services, titled Dufferin County Equity Collaborative 2021 Report to the Community, dated March 24, 2022, be received.

HEALTH & HUMAN SERVICES – March 24, 2022 – ITEM #2
Housing Benefits & Funding Update 2022

THAT the report of the Director, Community Services, titled Housing Benefits and Funding Update Report 2022, dated March 24, 2022, be received.

HEALTH & HUMAN SERVICES – March 24, 2022 – ITEM #3
Dufferin Oaks 2021 Resident & Family Satisfaction Survey

THAT the report of the Administrator of Dufferin Oaks, dated March 24th, 2022, with regards to the Dufferin Oaks 2021 Resident and Family Satisfaction Survey, be received.

7.3. Community Development & Tourism Minutes – March 24, 2022

THAT the minutes of the Community Development and Tourism meeting held on March 24, 2022, and the recommendations set out, be adopted.
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COMMUNITY DEVELOPMENT & TOURISM – March 24, 2022 – ITEM #3
Explore Dufferin Guide

THAT the report from the Director of Development and Tourism, dated March 24, 2022, regarding the Explore Dufferin Guide, be received.

COMMUNITY DEVELOPMENT & TOURISM – March 24, 2022 – ITEM #4
Building Reserve Fund Annual Report

THAT the Manager of Corporate Finance, Treasurer's report, Building Reserve Fund Annual Report, dated March 24, 2022, be received.

7.4. Director of Community Services' Report – Early Learning and Child Care Update

A report from the Director of Community Services, dated April 14, 2022, to provide information on the new Canada-Wide Early Learning and Child Care (CWELCC) agreement and the upcoming Children's Services divisional name change.

THAT the report of the Director, Community Services, titled Early Learning and Child Care Update, dated April 14, 2022, be received.
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7.5. Manager of Corporate Finance, Treasurer's Report – Vacancy Rebates and Reductions

A report from the Manager of Corporate Finance, Treasurer, dated April 14, 2022, to provide Council with additional information related to vacancy rebates and vacancy reductions.

THAT the report of the Manager of Corporate Finance, Treasurer, dated April 14, 2022, regarding Vacancy Rebates and Reductions, be received.

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

A report from the Chief Administrative Officer, dated April 14, 2022, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated April 14, 2022 with respect to Reports from Outside Boards, be received.

7.7. Director of Development and Tourism's Report – Motion to Exempt Surplus Farm Dwellings from Minimum Distance Separation (MDS) Requirements

A report from the Director of Development and Tourism, dated April 14, 2022, to provide planning policy information related to the Minimum Distance Separation requirement for surplus farm dwellings.

THAT the report from the Director of Development & Tourism, dated April 14, 2022, regarding Motion to Exempt Surplus Farm Dwellings from Minimum Distance Separation (MDS) Requirements, be received.

7.8. Director of Development & Tourism's Report – Provincial Growth Plan – Notice of Motion

A report from the Director of Development and Tourism, dated April 14, 2022, to provide planning policy information related to points raised in the Notice of Motion presented at the March 9, 2022 Council meeting, that is being considered at the April 14, 2022 Council meeting.

THAT the report from the Director of Development & Tourism, dated April 14, 2022, regarding Provincial Growth Plan – Notice of Motion, be received.

8. **CORRESPONDENCE**

9. **NOTICE OF MOTIONS**

10. **MOTIONS**

The following motion was deferred from the February 10, 2022 and the March 10, 2022 Council meetings.

10.1. **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.

10.2. **Moved by Councillor Creelman**

WHEREAS the Province of Ontario has required the submission of a Conformity Report to the Growth Plan to be approved by Dufferin County Council and submitted to the Province no later than July 2022;

AND WHEREAS a Lands Need Analysis has been prepared by our consultant WSP and presented to the Community Development and Tourism Committee on January, 2022;

AND WHEREAS municipal consultation is underway and will be considered prior to undertaking any public consultation;

NOW THEREFORE BE IT RESOLVED THAT County Council request WSP to incorporate the following guidelines and principles in the completion of the Land Use Analysis and any subsequent Official Plan policies:

- **While acknowledging the Province's growth targets, the County of Dufferin believes this anticipated growth is best met in urbanized and serviced areas/ communities, which is a clearly an establish principle of the Growth Plan;**
- **Existing municipal inventories of potential residential units should be respected and be included in any growth targets;**

- **Municipal ‘employment lands’ should only be converted for residential purposes in rural or settlement areas outside built boundaries when on existing full services and subject to a comprehensive municipal review of employment and residential designations;**
- **Water and sewage constraints should determine where growth can occur, not through a paper allocation exercise;**
- **Growth should not occur at the expense of the environment. Planning conditions and controls imposed through Provincial Plans such as the Niagara Escarpment Plan, Greenbelt Plan and Oak Ridges Moraine Plan must be respected. Policies and regulations of the local Conservation Authorities should not be compromised;**
- **Growth targets should not be met by non-consensual boundary adjustments (i.e. annexations/amalgamations) in Dufferin County;**

AND THAT the County of Dufferin advise the Ministry of Municipal Affairs that because of the need for further review and analysis, the County will not be submitting the Conformity Amendment until July 2023.

11. CLOSED SESSION

12. BY-LAWS

- | | |
|---------|--|
| 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 – April 14, 2022
(Deferred from the March 10, 2022 Council meeting) |
| 2022-07 | A by-law to establish property tax rates for Upper-Tier (County) purposes for the year 2022.
Authorization: Council – April 14, 2022
(Deferred from the March 10, 2022 Council meeting) |
| 2022-13 | 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 Georgian College of Applied Arts and Technology. (Lease Agreement – Mel Lloyd Centre)
Authorization: Council – April 14, 2022 |

- 2022-14 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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing. (Homelessness Prevention Program – Transfer Payment Agreement)
Authorization: Council – April 14, 2022
- 2022-15 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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing. (Fleet Management Program Solution - Transfer Payment Agreement)
Authorization: Council – April 14, 2022

THAT By-laws 2022-06, 2022-07, 2022-13 through to 2022-15, 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 April 14, 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, March 10, 2022 at 7:00 p.m.

Video Conference

Council Members Present:

Warden Wade Mills (Shelburne)
Councillor Steve Anderson (Shelburne)(joined at 7:08 p.m.)
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)
Councillor Steve Soloman (Grand Valley)
Councillor Darren White (Melancthon)

Council Members Absent:

Councillor Sandy Brown (Orangeville)(prior notice)

Staff Present:

Sonya Pritchard, Chief Administrative Officer
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

Warden Mills called the meeting to order at 7:00 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, March 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.

Warden Mills gave the following statement:

"Before we proceed, you may have seen I released a public statement a week ago today to essentially add Dufferin County's voice to millions of other voice's around the world which have been speaking out to vehemently condemn the Russian military aggression against the people of Ukraine.

A little later on in the agenda tonight, I'm going to be putting forward a motion which deals with this in a little more detail and specifically ask for Council's support to fly the Ukrainian flag at County offices. Given the time sensitivity of this, I am going to ask Council to consider the motion tonight on a without notice basis and hope I can count on the support of my colleagues."

2. **ROLL CALL**

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

3. **APPROVAL OF THE AGENDA**

Moved by Councillor Creelman, seconded by Councillor Nix

THAT the Agenda and any Addendum distributed for the March 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 Macintosh, seconded by Councillor Hawkins

THAT the minutes of the regular meeting of Council of February 10, 2022, be adopted.

-Carried-

6. **PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

PRESENTATION AND CONSIDERATIONS OF REPORTS

7. **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.

Moved by Councillor White, seconded by Councillor Rentsch

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

-Carried-

Councillor Anderson joined the meeting at 7:08 p.m.

8. **PUBLIC QUESTION PERIOD**

Narinder Paul Singh, an Orangeville resident, was in attendance to ask Council to consider supporting the residents of Ukraine. Mr. Singh noted the Ukrainian people will need help for a long time to come due to the widespread destruction from Russian forces. Mr. Singh requests any assistance is sent unitedly from all local municipalities and he urges the County to urgently send any needed items as soon as possible.

Warden Mills noted he would be bringing a motion forward later in the meeting seeking a statement of support. Warden Mills welcomes other councillors to add to his motion or make other notice of motions of support.

PRESENTATION AND CONSIDERATIONS OF REPORTS

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

Moved by Councillor Nix, seconded by Councillor Gerrits

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

-Carried-

10. 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.

11. 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.

12. General Government Services Minutes – February 24, 2022

Moved by Councillor Macintosh, seconded by Councillor Anderson

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

-Carried-

13. 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.

14. 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.

15. 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.

16. 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.

17. **Health & Human Services Minutes – February 24, 2022**

Moved by Councillor Gardhouse, seconded by Councillor Gerrits

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

-Carried-

18. 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).

19. 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.

20. 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.

21. 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.

22. **Community Development & Tourism Minutes – February 24, 2022**

Moved by Councillor Gerrits, seconded by Councillor Rentsch

THAT the minutes of the Community Development and Tourism meeting held on February 24, 2022, and the recommendations set out, be adopted.

-Carried-

23. 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.

24. 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.

25. 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.

26. 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.

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

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

Moved by Councillor Hawkins, seconded by Councillor Creelman

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

-Carried-

28. **Manager of 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.

Moved by Councillor Creelman, seconded by Councillor Nix

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.

-Carried-

29. **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.

Moved by Councillor Macintosh, seconded by Councillor Rentsch

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

-Carried-

30. **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.

Moved by Warden Mills, seconded by Councillor Currie

THAT the report from the Chief Administrative Officer, dated March 10, 2022, regarding the Diversity, Equity and Inclusion Community Advisory Committee (DEICAC), be received.

-Carried-

31. **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.

Moved by Councillor Creelman, seconded by Councillor Gerrits

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

-Carried-

CORRESPONDENCE

32. BDO Canada LLP

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

Moved by Councillor Macintosh, seconded by Councillor Hawkins

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

-Carried-

NOTICE OF MOTIONS

33. Moved by Councillor Creelman

WHEREAS the Province of Ontario has required the submission of a Conformity Report to the Growth Plan to be approved by Dufferin County Council and submitted to the Province no later than July 2022;

AND WHEREAS a Lands Need Analysis has been prepared by our consultant WSP and presented to the Community Development and Tourism Committee on January, 2022;

AND WHEREAS municipal consultation is underway and will be considered prior to undertaking any public consultation;

NOW THEREFORE BE IT RESOLVED THAT County Council request WSP to incorporate the following guidelines and principles in the completion of the Land Use Analysis and any subsequent Official Plan policies:

- While acknowledging the Province's growth targets, the County of Dufferin believes this anticipated growth is best met in urbanized and serviced areas/ communities, which is a clearly an establish principle of the Growth Plan;**

- Existing municipal inventories of potential residential units should be respected and be included in any growth targets;
- Municipal 'employment lands' should only be converted for residential purposes in rural or settlement areas outside built boundaries when on existing full services and subject to a comprehensive municipal review of employment and residential designations;
- Water and sewage constraints should determine where growth can occur, not through a paper allocation exercise;
- Growth should not occur at the expense of the environment. Planning conditions and controls imposed through Provincial Plans such as the Niagara Escarpment Plan, Greenbelt Plan and Oak Ridges Moraine Plan must be respected. Policies and regulations of the local Conservation Authorities should not be compromised;
- Growth targets should not be met by non-consensual boundary adjustments (i.e. annexations/amalgamations) in Dufferin County;

AND THAT the County of Dufferin advise the Ministry of Municipal Affairs that because of the need for further review and analysis, the County will not be submitting the Conformity Amendment until July 2023.

MOTIONS

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

THAT Council suspend the requirement in Section 15.7 of the Procedural By-Law.

-Carried Unanimously-

35. **Moved by Warden Mills, seconded by Councillor Macintosh**

BE IT RESOLVED THAT Dufferin County Council condemns the unjustified aggression being waged by Russian military forces against the people of Ukraine;

AND THAT County Council joins the United Nations Human Rights Commission in condemning reported life-threatening racist and xenophobic treatment of Black Africans, Indian nationals, Pakistani nationals, people of Middle Eastern descent as they attempt to flee the violence in Ukraine;

AND THAT Council signals and affirms the support of our community for the Ukrainian people in defense of their freedom, independence and autonomy;

AND THAT Council calls on the Government of Canada to continue its efforts in cooperation with the global community to unequivocally oppose this aggression;

AND THAT Council authorizes that the Ukrainian national flag be flown at the County offices as a visual display of our community's support for, and solidarity with, the people of Ukraine;

AND THAT communications staff from the County of Dufferin develop an information campaign directing residents to potential organizations for personal donations.

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

	Yay	Nay
Councillor Anderson (1)	x	
Councillor Brown (7)	ABSENT	
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	
Total (32)	25	0
	-MOTION CARRIED-	

Moved by Councillor White, seconded by Councillor Creelman

THAT Dufferin County Council make two donations of \$10,000 each to the Canadian Red Cross and GLOBALMEDIC to assist in the emerging and immediate needs of the people of Ukraine;

AND THAT this expenditure be funded from the Rate Stabilization Reserve.

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

	Yay	Nay
Councillor Anderson (1)	x	
Councillor Brown (7)	ABSENT	
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	
Total (32)	23	2
	-MOTION CARRIED-	

The follow motion was deferred from the meeting of Council on February 10, 2022 and will be brought forward at the April 14, 2022 Council meeting.

36. **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.

37. **CLOSED SESSION**

Moved by Councillor Horner, seconded by Councillor Hawkins

THAT the minutes of the Closed session minutes of Council on February 10, be adopted.

-Carried-

38. **BY-LAWS**

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

Moved by Councillor Horner, seconded by Councillor White

THAT By-Laws 2022-06 and 2022-07 be deferred to the April 14, 2022 Council meeting to allow staff to gather more information to clarify the property subclasses.

-Carried-

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

2022-08 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

Moved by Councillor Nix, seconded by Councillor Currie

THAT By-Law 2022-05, 2022-08 through to 2022-11, inclusive, be read a first, second and third time and enacted.

-Carried-

39. OTHER BUSINESS

Councillor White requested a letter be sent to the Town of Caledon Mayor Allan Thompson to thank him for his service and his dedication to advocating for rural broadband internet. Warden Mills and Councillor White will compose a letter.

Councillor Horner asked if consideration has been given to returning to in person meetings. Sonya Pritchard, Chief Administrative Officer, advised if Council were to return to in person meetings, the meetings would not be live streamed or recorded as we currently do not have a meeting facility with the necessary technology. Staff are investigating options to outfit a County space with this technology and anticipate bringing a report forward in the coming months with recommendations.

Councillor Anderson requested a donation policy be addressed on the next General Government Services agenda. Warden Mills suggested the Committee will develop guiding principles of the policy.

40. CONFIRMATORY BY-LAW

- 2022-12 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.

Moved by Councillor Hawkins, seconded by Councillor Creelman

THAT By-Law 2022-12, be read a first, second and third time and enacted.

-Carried-

41. **ADJOURNMENT**

Moved by Councillor Currie, seconded by Councillor Gardhouse

THAT the meeting adjourn.

-Carried-

The meeting adjourned at 8:47 p.m.

Next meeting: Thursday, April 14, 2022
Video Conference

Wade Mills, Warden

Rebecca Whelan, Deputy Clerk

Dufferin County Multicultural Foundation

Our History

2017

We started planning the very first Multicultural event.

2018

We held the first Multicultural event in Shelburne with community partners such as Shelburne Library, MPP Sylvia Jones, Councillor Steve Anderson, our local elementary schools, Shelburne Police Department, Shelburne Fire Department and our community.

2019

The event doubled in size. The event showcased arts, poetry, food and various entertainment from not only Shelburne but Dufferin County. We had amazing sponsors to help support our growth.

2020

We held our first virtual event. Thanks to the amazing support from our sponsor, political leaders, community partners and Dufferin County and beyond it was a great success!



Our History

2021

June 27th was proclaimed Multicultural Day for the first time here in Dufferin.

The Unity in Diversity flag representing Multicultural Day was created by the multicultural committee. The flag was raised throughout Dufferin and Caledon.



We thought we would give back to the community highlighting the achievements of our great leaders who work behind the scenes. With the partnership of MP Kyle Seeback, MPP Sylvia Jones, Deputy Mayor Steve Anderson, Caledon Councillor Johanna Downey, Museum of Dufferin and our committee were able to recognize these community leaders.

Two promotional posters for the Shelburne Multicultural Event. The left poster is for a virtual event on June 27 at 1pm, featuring the MoD logo and the Unity in Diversity flag. The right poster is for a virtual event on June 27 at 1pm, featuring a grid of eight community leaders' portraits and the MoD logo. The text on the posters includes "Shelburne MULTICULTURAL EVENT", "1pm June 27", "YOUTUBE.COM/DUFFERINONE", "MoD", "In recognition of Canadian Multicultural Day join us for a virtual event and award ceremony.", and "JOIN US ONLINE! YouTube.com/DufferinOne".

Our History

Now 2022 is a very special year for us.

Not only does it mark our 5 years, but we have also now become a registered non-profit to better serve communities in promoting diversity, inclusion and equity.

Our name is now Dufferin County Multicultural Foundation and we're excited to host the 2022 Multicultural Event in partnership with the Museum of Dufferin.



Request

- We are asking for you to be a registered member of the Foundation.
 - A yearly payment of \$250
 - Your logo will be placed on our website with a clickable link to the Town's website.
 - We will work with your DEI on initiatives that support our mission
 - Will share community events/recruitment opportunities on our event page and social media
 - Sponsor of the Multicultural Event
- Our event be listed and shared on your social media, website and event calendar
- Our logo with a clickable to our website be share on your website
- Flag raising ceremony

Thank you!

Questions

REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Headwaters Communities In Action

Meeting Date: Report to Council April 14

Subject: Dufferin County Community Grants - 2022

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 - C.3. Everdale
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 - C.6. Shepherd's Cupboard Foodbank

III. Conclusion

I. Executive Summary

A. Introduction and Background

Headwaters Communities In Action (HCIA) has served Dufferin County and its communities since its inception in 2004 and has a strong record of fostering action on priority issues, providing backbone support, facilitating community connections and multi-sector collaborations in support of community well-being.

Since 2018, HCIA has supported Dufferin County in meeting its strategic priorities by managing the Community Grant Program process. We perform this service on behalf of the General Government Services Committee. HCIA provides a comprehensive assessment of the applications as well as the end-to-end process, working with County staff to ensure a smooth experience for applicants and optimal use of community funds.

The Community Grants program supports not-for-profit or charitable organizations to complete a project or provide programming that benefits the residents of Dufferin County, and which serves one or more of the County's priority areas. The amount of funds available varies each year depending on the budget.

The Food For Thought grants support organizations in providing direct food services to Dufferin residents. Dufferin County allocates a minimum of \$10,000 to this stream each year.

The 2022 iteration of HCIA's involvement continues to refine the application process. This year, applicants used a new digital application form via Join In Dufferin in an effort to streamline the submission process as well as the assessment process. In future, County staff and HCIA will work together to investigate funding alternatives to respond to the needs of ongoing programs.

B. Processes

1. Application Process

2022 grant applications were accepted from December 23, 2021 to February 4, 2022.

A new digital application form was implemented using Join In Dufferin, with branching logic that directed applicants to the appropriate questions for each stream depending on the amount requested for Community Grants (+/- \$1K) or Food For Thought (≤ \$3K).

Instructions and criteria were kept essentially unchanged from previous grant cycles.

Mandatory requirements:

1. Applicants must be a registered not for profit or charitable organization, or partnered with one, and not a municipality. If partnering, a letter of support from the partner not-for-profit/charity was required, supplying their registration number.
2. The project or organization cannot already be supported by the County of Dufferin.
3. Funding requests are limited to one application per organization.
4. Projects must benefit Dufferin County residents. This must be clearly demonstrated in the application.

2. Assessment Process

Team Selection: A team of 2 HCIA Leadership Council (Board) members and 3 citizens were invited to form the HCIA Grant Assessment Team. Citizens were invited on the basis of having had experience in community issues (volunteering, municipal councils, managing community events), and/or experience in assessing grant applications. In cases where there was any possibility of conflict, the committee member recused themselves from assessing or participating in the discussion for that application.

Please see the separate attached file **DC Grant Assessment Team Bios 2022**, for the information of Council - not to be distributed publicly or included with the circulated agenda package.

Governance: The Terms of Reference document was reviewed and initialled to ensure that everyone was clear on their obligations and to ensure transparency.

Grant process refinement: The team notes observations and makes suggestions for the next grant cycle. These will continue to be refined in subsequent discussions with County staff in advance of the next grant cycle.

Review Process Steps:

1. The team conducted a kickoff meeting confirming the qualifying criteria, scoring, and weighting.
2. Each committee member assessed the applications individually to determine scores and allocate appropriate amounts within the provided guidelines.
3. An assessment meeting was held to compare and calibrate scores, discuss as a group, and arrive at final recommendations.

3. Reporting Process:

Report of recommendations: The Assessment Team's final recommendations are compiled into this report of recommendations, and submitted to the General Government Services Committee, to be presented at their next meeting. The Committee's recommendation then goes to the County Council at their next meeting. Following Council's final decision, the approved grants are distributed and applicants notified.

Recipient reports: After project completion, or by November 30, 2022, grant recipients must publish or submit a report sharing the story of how the Dufferin County Grant benefited the community, with a photo and a minimum of 250 words outlining the program, impacts of the project and grant, quotes from beneficiaries and coordinators of the program, and contact information. View grant stories from the March 2021 grant recipients at the following link:
<https://headwaterscommunities.org/community-grants/>

Grant recipient stories from the second (fall) round for 2021 will be collected and included along with the 2022 stories in October/November 2022.

Organizations may also be subject to a project review, and required to submit invoices and proof of payment for goods and services. They are required to keep these records on hand.

C. Project Summary Tables and Charts

The following tables and charts summarize the applications received and grant recommendations for 2022. Charts show the distribution of funding recommendations based on stream, project type, benefit category and by organization within each stream.

Summary Table 1

Available funds	# Applications received	Total funds requested	# Grants recommended	Total funds recommended	Funds remaining
\$120,000	35 Total Community >\$1,000: 21 ≤\$1,000: 8 FFT: 6	\$161,946.44 Community: \$143,946.44 FFT: \$18K	33 Total Community >\$1,000: 20 ≤\$1,000: 7 FFT: 6	\$120,000 Community: \$102K FFT: \$18K	\$0

\$ Requested vs. recommended by stream

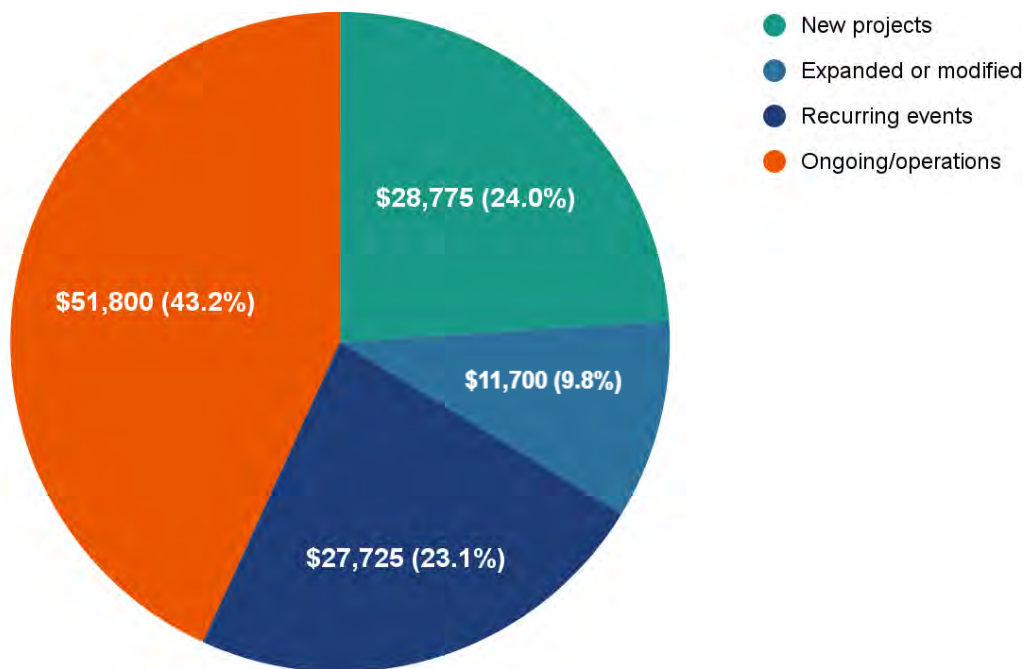


Summary Table 2

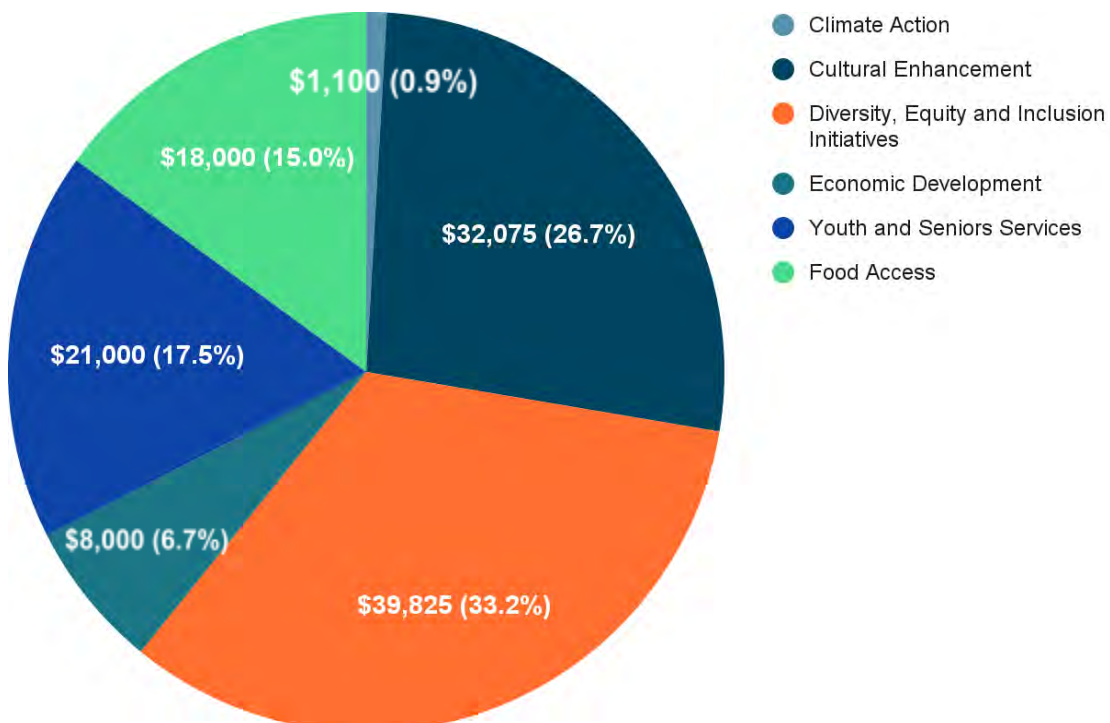
Grant Stream	Applicant	Requested	Recommended
A. Community Grants >\$1,000			
A.1.	164 Shelburne Air Cadets	\$ 6,000	\$ 4,000
A.2.	Bethell Hospice	\$ 2,500	\$ 2,500
A.3.	Big Brothers, Big Sisters of Dufferin and District	\$ 15,000	\$ 5,000
A.4.	Caledon/Dufferin Victim Services	\$ 5,225	\$ 5,225
A.5.	Career Education Council Guelph Wellington Dufferin	\$ 5,000	\$ 3,900
A.6.	Celebrate Your Awesome (Community Living Dufferin)	\$ 5,000	\$ 2,925
A.7.	Dufferin Board of trade	\$ 5,000	\$ 5,000
A.8.	Dufferin County Canadian Black Association	\$ 5,000	\$ 4,300
A.9.	Dufferin Parent Support Network	\$ 15,000	\$ 12,000
A.10.	Fiddlehead Care Farm	\$ 4,850	\$ 4,850
A.11.	First Line for Syria (Shelburne Primrose Pastoral Charge)	\$ 2,000	\$ 2,000
A.12.	Headwaters Arts	\$ 5,000	\$ 2,500
A.13.	Highlands Youth for Christ – Shelburne, Grand Valley & Orangeville	\$ 5,000	\$ 4,500
A.14.	Hockley Historic Community Hall	\$ 8,271	\$ 4,500
A.15.	Music in The Hills (CMHA Waterloo Wellington)	\$ 3,000	\$ 2,000
A.16.	Orangeville Blues and Jazz Festival	\$ 3,000	\$ -
A.17.	Rotary Club of Shelburne	\$ 4,000	\$ 4,000
A.18.	Shelburne Cricket Club	\$ 19,000	\$ 8,200
A.19.	Streams Community Hub	\$ 9,000	\$ 8,700
A.20.	Telecheck	\$ 3,000	\$ 3,000
A.21.	Theatre Orangeville	\$ 7,000	\$ 7,000
TOTAL A.		\$ 136,846	\$ 96,100
B. Community Grants ≤\$1,000			
B.1.	Dufferin Hi-Land Bruce Trail Club	\$ 500	\$ 500
B.2.	Dufferin Town & County Farm Tour	\$ 1,000	\$ 1,000
B.3.	Island Lake Rowing Club (National Sport Trust Fund-Ontario)	\$ 1,000	\$ -
B.4.	Orangeville Community Band	\$ 1,000	\$ 1,000
B.5.	Shelburne and District Horticultural Society	\$ 600	\$ 600
B.6.	Orangeville & District Senior Citizens Centre	\$ 1,000	\$ 1,000
B.7.	St. John Ambulance	\$ 1,000	\$ 1,000
B.8.	Unicamp	\$ 1,000	\$ 800
TOTAL B.		\$ 7,100	\$ 5,900
C. Food For Thought Grants ≤ \$3,000			
C.1.	Caledon Meals on Wheels	\$ 3,000	\$ 3,000
C.2.	Children's Foundation of Guelph & Wellington/Food & Friends	\$ 3,000	\$ 3,000
C.3.	Everdale	\$ 3,000	\$ 3,000
C.4.	Orangeville Food Bank	\$ 3,000	\$ 3,000
C.5.	Primrose Elementary School	\$ 3,000	\$ 3,000
C.6.	Shepherd's Cupboard Foodbank	\$ 3,000	\$ 3,000
TOTAL C.		\$ 18,000	\$ 18,000
GRAND TOTALS		\$ 161,946	\$ 120,000

Recommendations: Distribution by project type

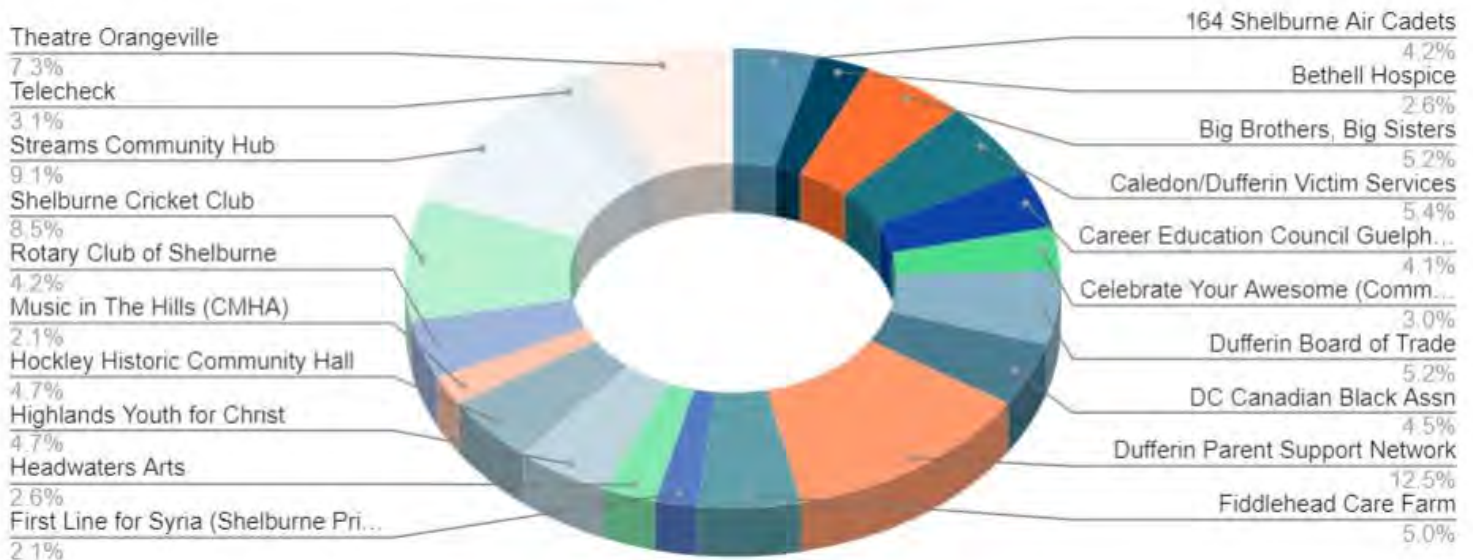
as determined by Assessment Team based on application contents



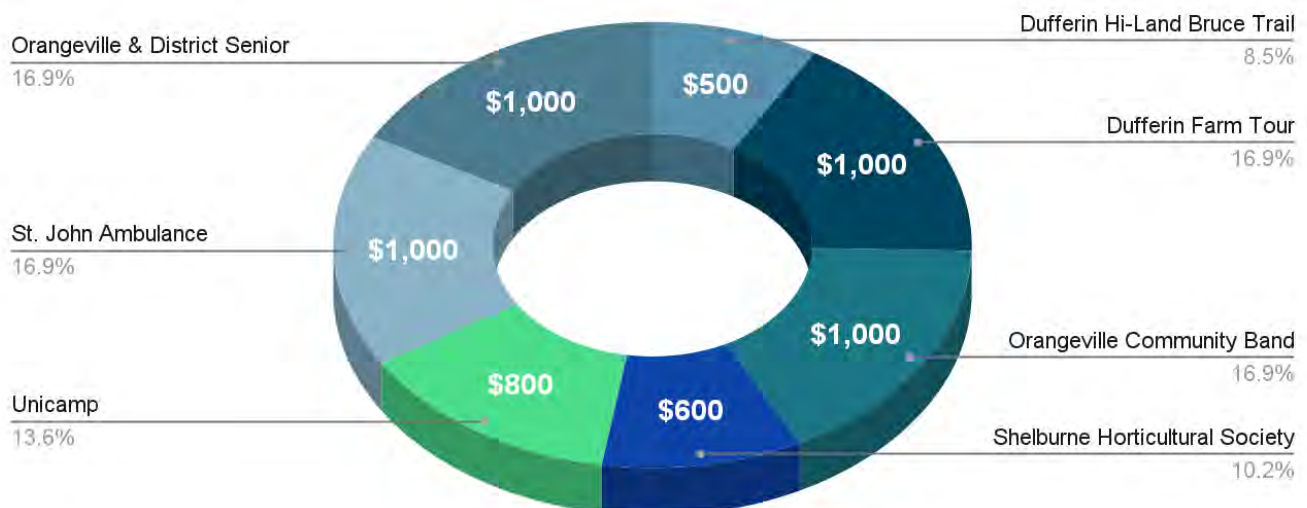
Recommendations: Distribution by primary benefit category



Recommendations: A. Community Grants >\$1,000



Recommendations: B. Community Grants ≤ \$1,000



Recommendations: C. Food For Thought ≤ \$3,000



II. Grant Assessment

Assessment Summary

All applications were assessed for their alignment to the stated Dufferin County strategic priorities. The County has identified the following as its 2022 strategic priorities, or benefit categories, for the purposes of the grants:

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

Applications were scrutinized for completeness, accuracy in answering the questions and compliance with eligibility criteria. Other considerations:

- **Competition:** This is a competitive process. Funding requests may be recommended in full, in part or declined, at the discretion of the assessment committee. Decisions were made after careful consideration of all factors as well as the overall mix of projects and distribution of funds, making side-by-side comparison of applications on specific criteria impractical. 2022 requests exceeded available funds by 35%.
- **Partial or no funding:** When recommending partial or no funding, consideration was given to:
 - competing requests (see above)
 - eligible items listed in the budget
 - organization and mandate alignment with priority areas
 - uniqueness of the program for the population served
 - perceived or demonstrated need and impact
 - likelihood of availability of other funding sources
 - overall fit with criteria
- **Improving future applications:** Several applicants were identified as potentially benefiting from an information session to review the requirements of the Community and Food For Thought Grant applications and how assessments are made. Applicants are also welcome to reach out to HCIA in writing for individual feedback about their applications to improve them in future rounds.
- **Priority:** These grant streams have traditionally been intended to support one-time funding opportunities/projects, with priority given to:
 - One-time funding for new projects
 - Expanded or modified existing programs, with new features or new beneficiaries
 - Events that are not fundraisers (i.e. sponsorship)

Questions

The Assessment Team recommends that all applicants be notified that they are invited and welcomed to contact HCIA with any questions about these recommendations and the outcome of their application.

What we heard: Exploring alternatives to meet ongoing program needs

At the January 27, 2022 meeting of the General Government Services Committee, on behalf of the Grants Assessment Team, HCIA Executive Director Jennifer Payne proposed that the Committee consider allowing some operational funding (also referred to as “sustainability”, “longer term” or “ongoing” funding), potentially through a separate funding mechanism outside of the Community Grant Program. As evidenced by the types of requests the team has seen in recent years, and the fact that some organizations request the same amount every year, with only slight differences in the substance of the proposed activities, it appears that these applicants appear to be more in need of support for their regular programming or operations than for new, one-time projects, which was not the original intention of the Community Grant Program. This year in particular, due to ongoing impacts of COVID-19, exceptions may be expected for organizations having difficulty covering regular programming or operations costs, who may be reluctant to embark on new projects. The Committee expressed general support for the Assessment Team using discretion this round, while ensuring that funding priority was reserved for eligible one-time projects. A motion was passed directing staff to work with HCIA to investigate options for sustainable funding going forward. This work is in progress and has not resulted in policy or criteria changes for this round.

On the 2022 form, the following question was added:

“Would you like to be recommended for longer term, sustainable funding rather than one-time project funding? This recommendation would be made at the committee’s discretion and is subject to Council approval.”

Of the 35 applications received, 26 applicants replied “Yes” to this question. Their combined 2022 application requests total \$136,446. After an initial pass, and considering the organizations’ history with the grant program, the types of proposed activities, the uniqueness of the service they provide and alignment with priority benefit categories, the list was narrowed down to 10 prospects, representing \$58,675 from 2022 requests. This identifies an initial list of organizations that the Assessment Team may recommend to the GGS Committee for consideration under an alternate funding model in future.

This is provided as information and is not intended to recommend those organizations for ongoing funding in this report. Rather, it is offered to help quantify the level of need for this type of support that we are seeing through this program, and to inform the discussion on future criteria or funding stream options.

The next step would be to develop and adopt a policy for this mechanism for Council’s consideration. HCIA and County staff will continue to work together following the 2022 grant process to draft a proposal for GGS and Council to consider, presumably following the October 2022 municipal election. After that, the list of prospective organizations to consider for longer term support will be submitted.

A. Community Grants greater than \$1,000

A.1. 164 Shelburne Air Cadets

Mission, purpose and objectives:

To promote and encourage the nation's youth to develop and maintain an interest in aviation, leadership and citizenship, in partnership with the Canadian Armed Forces and other organizations.

Project Description:

The purpose in which we are requesting the funds is for: cadet training, activities, spirit wear, increasing flying opportunities, enhancing programs such as music and effective public speaking, and enhancing recruitment to youth in the community (ages 12-19)

Community Benefit Category:

- Primary: Diversity, Equity, and Inclusion Initiatives
- Secondary: Youth and Seniors Services

Amount Requested: \$3,000 - \$6,000 **Grant recommendation:** \$4,000

Notes from the Assessment Team:

- Request includes new or modified activities in an ongoing project

A.2. Bethell Hospice

Mission, purpose and objectives:

Bethell Hospice Foundation exists to raise funds to ensure the ongoing operation of Bethell Hospice in the Caledon community. Unlike many other local charities, Bethell Hospice depends on the generosity of donors simply to remain in operation. Government funding through the Ontario Ministry of Health contributes only to direct care medical staffing costs at Bethell Hospice. Every other cost – from food, medication and the resident hospice building, to community bereavement and outreach programs – is funded directly from donations.

To keep the doors of Bethell Hospice open and all programs and services available at no cost to residents, community clients and their families, Bethell Hospice Foundation must raise over \$1,500,000 each year. Every gift makes a meaningful difference that directly impacts many lives, and brings comfort at a difficult time. Thousands of people have benefitted from Bethell Hospice community programs and residential hospice care.

Project Description:

Objective: To host a successful 2022 Hike for Bethell Hospice community event that ensures fundraising targets are met to sustain the needs of Bethell Hospice, while also supporting family members and community participants who have lost a loved one through programs like the Children's Art Therapy, and Family & Friends Support Group.

Goal: Our goal is to raise \$250,000 at the 2022 Hike for Bethell Hospice, contributing to the \$1.5M needed to keep the doors of Bethell Hospice open and all programs and services available for our resident and community clients, at no cost.

Community Benefit Category:

- Primary: Youth and Seniors Services

<u>Amount Requested:</u>	\$2,500	<u>Grant recommendation:</u>	\$2,500
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Notes from the Assessment Team:

- Request includes recurring event(s)
- Request includes an event that also fundraises - recommendation is to support this as a community event, and not as fundraising proceeds

A.3. Big Brothers, Big Sisters of Dufferin and District

Mission, purpose and objectives:

At Big Brothers Big Sisters we enable life-changing mentoring relationships to ignite the power and potential of young people.

Project Description:

The objective of our project is to match more children who live in Dufferin County and who face adversity with a caring Big Brother or Big Sister. The purpose of our project is to help set these children on a more positive path in life as a result of their relationship with a caring Big Brother or Big Sister.

Community Benefit Category:

- Primary: Youth and Seniors Services

<u>Amount Requested:</u>	\$15,000	<u>Grant recommendation:</u>	\$5,000
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Notes from the Assessment Team:

- Request includes operational funding of ongoing activities, which, as noted with previous recommendations, is not the intent of these grants. There is general recognition of the importance of this organization and their work. This situation is under consideration between HCIA and Dufferin County staff, and will be discussed for future recommendations to Council.
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.4. Caledon\Dufferin Victim Services

Mission, purpose and objectives:

CDVS supports victims of crime, abuse, and tragedy, enabling the continuum of recovery. We do this through rapid response, informed referrals, and community partnerships. Our mission is to ensure that those who encounter crisis can cope with their current circumstances. CDVS aims to achieve its goals by:

- A. Liaising with and assisting the police to develop and maintain a service to respond to victims.
- B. Recruiting, training and coordinating a pool of community volunteers.
- C. Providing emotional support, information and practical assistance to victims to reduce the trauma of victimization.
- D. Developing and maintaining the capacity to disseminate accurate information and refer victims to appropriate community services; and
- E. Enhancing the ability of police to meet the immediate needs of victims by increasing their awareness of CDVS and its benefits and resources

Project Description:

CDVS is requesting funds for a new diversity, equity & inclusion project that will:

- Research, explore & connect with current diversity, equity & inclusion initiatives in Dufferin County to identify emerging issues/trends; explore & connect with other agencies & individuals working to combat racism, hate & violence faced by BIPOC or marginalized individuals in our community.
- Liaise with, create & strengthen connections with marginalized communities and identify agencies working to serve them.
- Provide educational awareness for CDVS staff & crisis responders on new learnings and strategies to welcome, support and serve underserved and marginalized individuals and communities.
- Update CDVS client resource binder and crisis responder training resources to include agencies and materials that address diversity, equity and inclusion's support for both victims and the CDVS responders who provide support & services.

- Create CDVS outreach materials & a comprehensive media campaign highlighting services tailored to the unique needs of underserved & marginalized individuals/communities in Dufferin to increase the likelihood of utilization of police & victim services when and if required.

Community Benefit Category:

- Primary: Diversity, Equity, and Inclusion Initiatives
- Secondary: Youth and Seniors Services

Amount Requested: \$5,225 **Grant recommendation:** \$5,225

Notes from the Assessment Team:

- Request includes a new project

A.5. Career Education Council Guelph Wellington Dufferin

Mission, purpose and objectives:

The Career Education Council is a registered charity dedicated to providing meaningful opportunities for experiential learning, career exploration and skill-development. Our regional focus allows us to take a tailored approach to programs, events and resources that closely align with the changing landscape of community needs, economic development, and employment. We aim to enable employers and community partners, taking an active role in engaging their future workforce, with a shared vision of supporting diverse and thriving communities, enriched by people engaged in meaningful work.

Project Description:

The proposed project centres around the continuing development of Dufferin-focused resources for the Career Exploration Portal (CEP). The CEP is a virtual hub for career exploration resources, community contacts, and training programs. The portal provides ongoing connections between local employers and their future workforce, despite the current challenges and uncertainties that the Career Education Council (CEC) faces during the Covid-19 pandemic. This virtual program has proven to be an asset to employers, high school co-op and Specialist High Skills Major (SHSM) programs, and local job-seeking youth, who faced limited in-person training resources in 2020-2021.

The purpose of this project is to extend the CEP's programming, scope, and efficiency, so that more youth, employers, and schools may be serviced in the arenas of career resources, skills training, employment opportunities, and community partnerships in the Dufferin region. Expanding the portal's resources is essential towards meeting virtual training demands brought on during the pandemic. The CEC will continue to keep a pulse on the changing needs and

priorities of Dufferin employers, to ensure that the CEP is able to accurately support and represent their needs. The CEP will continue to support Dufferin teachers who are eager for additional virtual resources due to in-person restrictions on events, workplace tours, career speakers and other important experiential opportunities, that would traditionally allow youth to connect and gather valuable insights, and networking skills, towards local career pathways and possibilities.

The objectives of the project centre around resources required to reach out to new community partners, facilitating resources for Dufferin businesses to join and utilize the CEP, and providing training modules, programs, and certifications within the specific area of Innovation, Creativity, and Information (ICE) challenges. The project will be divided into three main areas:

1. Funding six new activations for Dufferin business not currently involved in the CEP portal, specifically those who have faced financial challenges due to the pandemic. Involvement with the CEP portal helps to extend local business' resources in the fields of job training, youth career pathways, and youth mentorship. (6x activations for \$1500) The CEC will provide the following services to six local businesses:
 - a. Workplace tour videos, with a priority given to in-demand sectors and skilled trades. Videos help to highlight opportunities for co-op, employment, future careers, whilst dispelling myths and common misconceptions about specific lines of work. Editing and camera kits will be provided.
 - b. Career Profiles/Career Videos, which will be added to the CEP's growing library of videos aimed towards youth, highlighting mentorship towards career pathways, specific to individuals and businesses working in Dufferin. Equipment, as well as training and support towards creating dynamic videos, will be provided by the CEC.
 - c. Adding individuals from these businesses into the CEC's Community Career Speaker Database, so that they can speak virtually in classrooms about topics such as work experience, career paths in Dufferin, or specific industries.
 - d. A place on the CEP's Career Page the CEC's database of local employers with video or logo links that lead directly to their career/employment pages.
2. Funding one 'Gold' status activation, for a local business, in a relevant and in demand sector, that is in financial need (value of \$2000). This includes all of the above, as well as: -Sponsoring ten additional activations for Dufferin employers in the CEP Portal - Sponsoring five community career speakers and mentors for the CEP -Logo recognition on monthly CEC newsletter sent to educators, community partners, and other businesses
3. Funding to implement programs and modules around ICE Challenges on the CEP (\$1500). The ICE section of the CEP will allow Dufferin employers to identify specific challenges in their workplaces where they would benefit from the insights of local youth. This will allow Dufferin businesses and youth to form connections, and gain training in the areas of problem solving, prioritizing tasks, creative and collaborative

solutions to systems and business operations, and more. The CEC will facilitate resources and networking for this program via the CEP.

Community Benefit Category:

- Primary: Diversity, Equity, and Inclusion Initiatives
- Secondary: Economic Development

Amount Requested: \$5,000 **Grant recommendation:** \$3,900

Notes from the Assessment Team:

- Request includes new or modified activities in an ongoing project
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.6. Celebrate Your Awesome

Mission, purpose and objectives:

At Celebrate Your Awesome, our vision is to create a family-friendly, safe and inclusive space that allows people to celebrate pride and diversity.

Project Description:

The main objective of our event this year is to continue to promote inclusivity in our community. This year's event will focus on fun, bringing people together and fostering a space for education and learning. Our hope is that people will take the time to learn about each other and what makes each of us unique rather than allowing our differences to divide us.

Community Benefit Category:

- Primary: Cultural Enhancement
- Secondary: Diversity, Equity, and Inclusion Initiatives

Amount Requested: \$5,000 **Grant recommendation:** \$2,925

Notes from the Assessment Team:

- Request includes recurring event(s)
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.7. Dufferin Board of Trade

Mission, purpose and objectives:

The Dufferin Board of Trade (DBOT) is a non-profit community building organization that builds up the community by helping the local businesses within it thrive. Our mission is to be the frontline resource for regional businesses and community partners to ensure a prosperous and innovative business environment in Dufferin County, through:

- networking, promotion and communication;
- advocacy and industry liaison;
- partnership facilitation;
- business intelligence/analysis;
- growing membership.

Project Description:

After hosting a successful Think Local Market last summer, we noticed we had quite a few young vendors participating under the age of 25. Two of which were donating a portion of their sales to local charities. After seeing this, we wanted to encourage more young business entrepreneurs to follow their dreams and have started the Dream Big Market. Our objective is to showcase the talent that Dufferin youth has to offer and provide them with an opportunity they may not be given considering their age and experience.

Community Benefit Category:

- Primary: Economic Development
- Secondary: Youth and Seniors Services

<u>Amount Requested:</u>	\$5,000	<u>Grant recommendation:</u>	\$5,000
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Notes from the Assessment Team:

- Request includes recurring event(s)

A.8. Dufferin County Canadian Black Association

Mission, purpose and objectives:

To work with community partners, businesses and all levels of government to support the Black community in Dufferin County through civic engagement, education, scholarships and advocacy. DCCBA will be a central hub for resources, tools and programs that are unique to the needs of the Black community. Through DCCB's Outreach Team, the organization will work with schools, organizations and businesses to provide educational training on Anti-Racism, Anti-Black Racism, Equity and Systemic Discrimination to ensure that Dufferin County is welcoming to all.

Project Description:

DCCBA is the only organization in Dufferin County specifically designed to serve and cater to the needs of the Black community. DCCBA was created to provide a safe space for members of the Black community and other racialized groups to access and have their voices heard by way of advocacy and amplifying their voices. The main objective of DCCBA is to allow the growing Black community in Dufferin County to be seen, heard and feel valued. In particular, DCCBA wants to support Black and other racialized groups in their educational pursuits through speaking engagements, volunteer opportunities, job opportunities, programs and scholarship opportunities. DCCBA is keen on working with our community partners to support their initiatives on Diversity, Equity and Inclusion.

The specific objective of the funding request is to provide programs, workshops and services that will provide value to the community through education and training so that individuals will be able to advance their skills, and have additional opportunities for success and in return to benefit the overall Dufferin County community.

Community Benefit Category:

- Primary: Cultural Enhancement
- Secondary: Diversity, Equity, and Inclusion Initiatives

Amount Requested: \$5,000 **Grant recommendation:** \$4,300

Notes from the Assessment Team:

- Request includes operational funding of ongoing activities
- Request includes recurring event(s)
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.9. Dufferin Parent Support Network

Mission, purpose and objectives:

To encourage, educate, and support parents of school-aged children and youth by providing opportunities to build positive parenting skills, strong family relationships, and healthy community connections. Through more effective parenting, children and youth will become all that they can be. They will develop emotional and physical well-being. They will be nurtured to believe in themselves, will be better able to handle life's challenges, and will make healthy choices.

Project Description:

The purpose of DPSN's group education program is to support parents and strengthen family connections to help children and youth develop to their full potential. A wide body of research demonstrates that parenting styles and practices affect children's behaviour and outcomes.

Ineffective parenting is known to be a strong predictor of behavioural problems. Effective parenting can be learned, and when parenting practices change, so does children's behaviour, leading to better outcomes.

DPSN's parenting workshops improve parenting knowledge, skills and problem-solving abilities. This helps build strong families and promotes protective factors against adverse childhood experiences (ACEs). These protective factors include nurturing and attachment, parenting competencies and resiliency (both in parents and their children).

As a result of the lockdown measures imposed to fight the pandemic, parents are facing increased challenges, including isolation, schooling from home, and concerns about mental and physical health. The lack of structure, uncertainty and inability to plan have led to disruptions in sleep routines, eating patterns, energy levels, and guilt, according to a 2020 CAMH Toronto study. About 30% of parents with children under 18 still living at home reported being depressed—fully 10% more than adults without children. Statistic Canada's 2020 study concluded that "Results on the impact of the measures to counter COVID-19 suggest that balancing child care, schooling and work during the pandemic raises high levels of concerns for parents and that there may be mental health consequences for those who feel additional stress related to family responsibilities." Nearly three quarters (74%) of parents reported feeling very or extremely concerned about balancing child care, schooling and work. Nearly two-thirds were very or extremely concerned about managing their children's behaviour, and 50% reported concerns about having less patience, raising their voices, scolding, or yelling. Clearly parents need support—and their children need them to receive it. An important takeaway from a study published in December 2021 in the Journal of Affective Disorders is that parental stress and depression is a key contributor to the development of children's mental illness. DPSN's services ensure that parents aren't alone.

Whatever the problem, DPSN provides a community of support and facilitators with effective solutions, as well as referrals to local services that can provide additional support.

Community Benefit Category:

- Primary: Diversity, Equity, and Inclusion Initiatives
- Secondary: Youth and Seniors Services

Amount Requested: \$15,000 **Grant recommendation:** \$12,000

Notes from the Assessment Team:

- Request includes operational funding of ongoing activities, which is not the original intent of these grants, although there is general recognition of the importance of this organization and their work. This situation is under consideration between HCIA and Dufferin County staff, and will be discussed for future recommendations to Council.
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.10. Fiddlehead Care Farm

Mission, purpose and objectives:

Fiddlehead Care Farm (FCF) is a non-profit, accessible Care Farm in Mono, Ontario, which serves people of all ages and abilities. FCF's mission is to provide clinical and therapeutic services to children and young adults with unique needs through animal-assisted Care Farming. FCF's activities are built around Care Farming, an evidence-based practice of using "farms, agriculture and natural landscapes as a base for promoting mental and physical health" (Social Farms and Gardens UK, <https://www.farmgarden.org.uk/>). Although Care Farming is well established in other countries, FCF is the first care farm in Canada.

Project Description:

At Fiddlehead Care Farm, skilled therapists currently use nature-based ecotherapy and animal-assisted interventions to support children and youth facing barriers such as developmental, physical, emotional, and behavioural needs and/or mental health concerns. Most clients are not effectively served in other clinical or school settings and make significant gains in FCF's goal-directed, strength-based programs.

With the generous assistance from the Dufferin Community Grant, FCF plans to offer land-based education targeted at children, youth and young adults. Land-based education focuses on "learning from the land and understanding our connection to it. Understanding our connection will give life to what the land can teach us, how it communicates with us and how it looks after all life upon it." (<https://learningtheland.ca/>). Although all of FCF's programs involve a component of nature-based therapeutic programming, it currently lacks specific and accurate land-based teaching. This is an extremely important part of the therapeutic process in accurately educating the Dufferin County community.

This land-based education pilot project will focus more specifically on using an environmentally-focused approach to encourage a deep, physical, mental, and spiritual connection to the land. According to the Samuel Centre for Social Connectedness, Land-Based Learning is important for "building community connectedness and resilience, improving mental, physical, and spiritual wellness and advancing reconciliation." Being connected to the earth, such as digging in the dirt with bare hands or walking through the forest in bare feet, provides a sense of gratitude in life and appreciation towards nature, both important components in decreasing rates of childhood anxiety.

These 1:1 teachings and small group sessions will be a place where children can experience the energy of the land, be exposed to place-based stories, circle learning, and the cultural and spiritual teachings of Elders and Knowledge keepers. Sessions will be run by FCF's therapists and invited Knowledge Holders (Culture/Language/Medicine) who will help to enrich the children, families and staff's knowledge about their culture, land and protocols. This project will give children and families in Dufferin County increased access to supportive, structured,

educational and therapeutic land-based experiences and teachings. Outcomes of the program will be measured through pre/post surveying. As a result of this project, it is anticipated that participants will report a deeper understanding and connection to the land on a physical, mental and spiritual level.

Community Benefit Category:

- Primary: Diversity, Equity, and Inclusion Initiatives
- Secondary: Youth and Seniors Services

Amount Requested: \$4,850 **Grant recommendation:** \$4,850

Notes from the Assessment Team:

- Request includes a new project

A.11. First Line for Syria, partnered with Shelburne Primrose Pastoral Charge

Mission, purpose and objectives:

Mission/Vision of First Line for Syria We are a group of neighbours who envision a world where refugees are welcomed into the local community and appropriately supported to build a dignified life free from persecution, violence and war. It is our mission to sponsor Syrian refugee families, who have very little opportunities in their current state or location, and support their settlement in Canada. We aim to reunify families separated by war.

THE VALUE OF SANCTUARY - Trinity United Church, Shelburne Primrose Pastoral Charge We desire to be a sanctuary for compassionate care and spiritual nourishment by creating fully integrated community hubs partnering, both virtually and actually, with all those who desire, as we do, to extend grace into this world, contributing to the neighbourhood community in a spirit of radical, generous hospitality. We engage the spirit through enlightened education and nourish the spirit through creative engagement with a wide variety of art forms. We offer compassionate care locally to the immediate community by accompanying them through the various stages of life. We extend that same care into the wider world through socially active initiatives that deem all people to be of infinite value.

THE VALUE OF COMMUNITY CONNECTIONS We are currently partnered in some capacity with ten local community initiatives, two other faith traditions as well as a multi faith group, five international collectives and the ongoing support of EDGE, Embracing the Spirit and Community Innovation Hub.

Project Description:

The purpose of First Line for Syria is to help families who face violence, persecution and war escape those conditions and settle in Canada. Where possible we aim to reunite families divided by circumstances beyond their control due to war. It is our purpose to support the settlement of newcomer families into our community.

Objectives outline:

- Gather all required documentation for the refugee application and submit. Obtain support from and maintain communication with our Sponsorship Agreement Holder (United Church of Canada).
- Privately fundraise and apply for funding opportunities to support settlement - Support settlement of refugee/newcomer family through securing housing for newcomer family, furnishing home, setting up utilities and communication, enrol children in school, ensure the family has access to healthcare, including eye and dental care and access to specialists as needed, introduce family to the community through shopping, meeting people, accessing services etc.
- Support the family financially for the first year while the adults take time to learn English, do job training, learn to understand and manage their own finances in a new country, learn to drive as they desire, etc.
- First Line for Syria maintains the objective that by the end of the first year in our community the newcomer family will be independent and feel safe and supported in their new life in Canada.

Community Benefit Category:

- Primary: Diversity, Equity, and Inclusion Initiatives
- Secondary: Economic Development

Amount Requested: \$2,000

Grant recommendation: \$2,000

Notes from the Assessment Team:

- Request includes new or modified activities in an ongoing project

A.12. Headwaters Arts

Mission, purpose and objectives:

Mission: Headwaters Arts exists to bring together artists and supporters to promote the development, appreciation, and enjoyment of all arts in the Headwaters region (Dufferin County, Town of Orangeville, Town of Caledon, Town of Erin).

Vision Statement: We want to be able to state with confidence that:

- Headwaters Arts is a widely recognized centre for artistic excellence.
- Location of choice for artists seeking a nurturing, collaborative community. - Home to residents and businesses that value, support and participate in the arts.
- Renowned destination for tourists seeking high-quality – and fun – arts experiences.

Project Description:

The purpose of the Project is to upgrade Headwaters Arts computer and associated hardware to support an enhanced marketing strategy in response to COVID related reductions in visitors to the gallery and planned events.

Objectives:

- To celebrate the visual arts and the importance of it in our lives through enhanced marketing strategies.
- To promote an active, healthy living for families, art lovers and people of all ages in the community by engaging them in the arts.
- To advance the careers of our local artists by offering them the opportunity to show and sell their work to a wide audience of art lovers.
- To build the Headwaters region as a desirable destination for visitors to explore both for the arts and other area attractions.

Overview: Due to COVID protocols over the last two years, Headwaters Arts (HA) has had to embark on a new marketing strategy focused on enhancing our digital presence in order to support our member artists and better connect with the arts community, visitors and patrons.

The marketing strategy required a new and improved website capable of supporting enhanced features, including:

- a more visually appealing website reflective of the creativity of Headwaters Arts member artists; • ability to incorporate on-line virtual tours of gallery shows through new software; • the ability to store/archive the virtual tours on our website thereby making past shows available for a period of time for public viewing and potential sales;
- ability to have podcasts to increase website traffic and promote the artists;
- incorporation of on-line point of sales through the website for art shown in the virtual tours, at the gallery or through proposal shows;
- provide digital links to other resources including other cultural venues within the Headwaters region as well as links to our sponsor's and member artist's websites;
- additional software for creating volunteer scheduling for shows (Signup); and • Implementation of software to facilitate the application process for HA art shows.

Through the implementation of our enhanced marketing strategy, it became apparent that our existing computer and related hardware has limited capacity and requires upgrading to a more powerful computer in order to support the increased demands of new software. Therefore, the request is for the replacement of the HA existing computer system. (See Budget)

Community Benefit Category:

- Primary: Cultural Enhancement
- Secondary: Economic Development

Amount Requested: Up to \$5,000 **Grant recommendation:** \$2,500

Notes from the Assessment Team:

- Request includes new or modified activities in an ongoing project
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.13. Highlands Youth for Christ – Shelburne, Grand Valley & Orangeville

Mission, purpose and objectives:

We exist to see every young person living to their full potential. We provide a safe, supervised environment -- in-person and on-line -- where relationships are formed between youth and caring staff and volunteers. We encourage discussion about what's important to them including school, relationships, current issues, career, as well as their hopes and dreams for the future. We desire to see them establish stability in character, build healthy relationships, form a strong sense of identity, discover a clear sense of purpose and direction in life, as well as inspire a willingness to help others. Everything we do is carefully designed to mentor and guide youth toward productive and healthy lives.

Project Description:

We operate physical and virtual youth centres in three communities within Dufferin County. Our "brick and mortar" centres form our base of operations in each community. However, COVID significantly restricted our ability to connect and remain connected with youth over the past couple of years. We moved connections as much as possible to an on-line format with some success. We were also able to continue in-person in some communities due to the nature of those programs (including mental health and food security support). Indeed, we will continue to utilize this model going forward where it makes sense.

As we enter 2022, we are hopeful that we can engage more widely this year as the health risks and restrictions of COVID recede, including restarting our programming in some of the communities which fell dormant. Grand Valley is one such community. The funding we are seeking through this application will help us restart & enhance our programming in Grand Valley.

The funds we are seeking will help us:

1. install two or three internet connected computers in our facility
2. update signage as well as fund advertising and promotion and
3. help with the ongoing costs of operating the facility.

Community Benefit Category:

- Primary: Diversity, Equity, and Inclusion Initiatives
- Secondary: Youth and Seniors Services

Amount Requested: \$5,000 **Grant recommendation:** \$4,500

Notes from the Assessment Team:

- Request includes a new project
- Request includes new or modified activities in an ongoing project
- Request includes operational funding of ongoing activities
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.14. Hockley Historic Community Hall and Church

Mission, purpose and objectives:

Mission from our Constitution and By-Laws:

The Hockley Historic Community Hall & Church (HHCHC) will be a fiscally sound, not-for-profit corporation and charitable organization which will maintain and preserve the historically significant community hall and church buildings in Hockley, dating back to 1894 and 1869 respectively, as gathering places in the community. This includes preserving the sacredness and integrity of the church building and commemorating the rich past of both buildings for public benefit.

Vision: Increase community awareness, advance education and appreciation of the historical significance of the buildings by hosting occasional events, such as our annual strawberry Pancake Breakfast & Silent Auction in June, Community Carol Service in December, dinners, concerts, euchre, exercise classes, etc.

Prepare displays and performances that highlight the history and role of the HHCHC within the community, for example, preparing and participating in a community display for the Town of Mono Winterfest every January. Preserve archival documents related to the history of both the Hockley Community Hall and Church buildings under the guidance and supervision of the Museum of Dufferin. Ensure the community hall and church buildings remain available to the public and community, thereby continuing and advancing the historical tradition as vibrant gathering places, and a community and cultural hub. They will be available for rent.

Project Description:

Our main objective is to maintain the Hockley Community Hall & Church buildings in the Village of Hockley. As a member of the Ontario Historical Society (OHS), this goal has a few pillars.

1. To maintain the two buildings and associated property while preserving the history of the two buildings at 125 and 150 years old and counting.
2. Provide a meeting space for both public and private events in order to bring the community together and continue to ensure a gathering place in the Town of Mono.
3. Host events throughout the year to celebrate the history of the community together and continue to ensure a gathering place in the Town of Mono.
4. Recreational opportunities are provided for residents who rent our facilities for activities such as yoga, Zumba and Tai Chi.
5. Partner with other non-profit organizations to provide a space for them to meet to further strengthen our community.

Unfortunately, our buildings have been closed since March 2020 due to the COVID-19 pandemic and public health measures. HHCHC has not been able to open during the pandemic as:

- Public Health states HHCHC is not responsible if an attendee at our facility contracts COVID, but HHCHC is responsible to ensure everyone follows Public Health rules.
- HHCHC, who are all volunteers, must manage rentals for the entire duration of events (ensure mask wearing, vaccine passport verification, social distancing, contact tracing, capacity limits, etc.).
- Insurance will not cover COVID-19 liability at this time.
- We have no constant and reliable revenue stream, however, we still have expenses such as insurance, heat, hydro.

HHCHC is a fiscally responsible and proactive organization. Our buildings are well used and were embraced by the community prior to the pandemic. The financial impact of the pandemic has severely affected us. All grant opportunities have been explored and sadly, we qualified for very few. We are hopeful that we will be able to re-open safely in 2022, but that depends on the status of the pandemic, the direction of our Public Health unit and our financial situation.

Community Benefit Category:

- Primary: Cultural Enhancement
- Secondary: Youth and Seniors Services

Amount Requested: \$8,271.44 **Grant recommendation:** \$4,500

Notes from the Assessment Team:

- Request includes operational funding and maintenance. Insurance is not being requested as an expense for this application.
- Recommended as one-time funding, to help keep an historic property and community gathering place from closing until they can resume pre-COVID fundraising activities.
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.15. Music in The Hills, partnered with CMHA Waterloo Wellington

Mission, purpose and objectives:

Envisioning a community that values and supports the well-being of youth, where they can self determine their future with proper support systems.

Project Description:

To provide funding to local charitable organizations that support at risk youth to support joy, well being, physical and mental health.

OBJECTIVE: Organize the Music in the Hills Mulmur Benefit Concert to be held on June 24th 2022 at the Mansfield Ski Club. This is a live, outdoor event featuring 3 up and coming artists and their original music. There will also be a Rising Star Contest that will showcase local talents of youth ages 5 to 25 with a Celebrity Judge panel. The event is organized entirely by volunteers, made up of a Board of Directors, supported by up to 30 volunteers. The event is being organized with adherence to all COVID restrictions and regulations that will be in place on the day of the event, with a recognition that the situation is fluid.

Community Benefit Category:

- Primary: Economic Development
- Secondary: Youth and Seniors Services

<u>Amount Requested:</u>	\$3,000	<u>Grant recommendation:</u>	\$2,000
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Notes from the Assessment Team:

- Request includes recurring event(s)
- Request includes an event that also fundraises - recommendation is to support this as a community event, and not as fundraising proceeds
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.16. Orangeville Blues and Jazz Festival

Mission, purpose and objectives:

OUR MISSION The Orangeville Blues & Jazz Festival is a non-profit organization that promotes an appreciation of the art of blues and jazz by hosting an annual festival and related events.

OUR VISION To Promote, educate and celebrate the art of the blues and jazz music. Organize an annual community festival accessible to all, that enhances the quality of life. Provide opportunities and recognition for volunteers. Create opportunity and establish exposure for local

emerging and established blues and jazz artists. Provide economic benefit to the local and regional stakeholder. Ensure a financially self-sustaining not-for-profit organization. Be responsible to our community through proper financial accountability. Partner with other community based organizations.

Project Description:

The Festival is seeking funding to help in the presentation and showcasing of local performers as part of the Festival. The opportunity for local artists to participate in the Festival provides them with an ideal professional development opportunity to establish their performance experiences and credentials with a wide audience. This helps emerging and established performers in reaching new audiences and future engagements. The focus of booking and showcasing local talent is a corner-stone of the Festival's commitment to community engagement. Also, this grant from Dufferin County will help support the marketing and communication efforts of the Festival. The Festival is recognized as one of the region's major cultural and community events attracting over 35,000 attendees annually. The Festival represents over \$1.2M of economic impact to the region over the course of the three-day Festival.

Community Benefit Category:

- Primary: Cultural Enhancement
- Secondary: Economic Development

Amount Requested: \$3,000 **Grant recommendation:** \$0

Notes from the Assessment Team:

- Request includes recurring event(s)
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.17. Rotary Club of Shelburne

Mission, purpose and objectives:

Rotary is an international organization whose stated purpose is to bring together business, community and professional leaders in order to provide humanitarian service and to advance goodwill and peace around the world. It is a non-political and non-religious organization open to all people regardless of race, colour, creed, religion, gender, or political preference.

Project Description:

Usually on the weekend that this event is scheduled to take place, the Rotary Club of Shelburne holds the Heritage Music Festival. Due to uncertain times of planning indoor activities this event will be a separate outside event that will keep the tradition of music in Shelburne alive and bring our ever-growing, diverse community together safely to enjoy music, food and fun in our town

park. Rotary theme for 2022 is "Serve to Change Lives" and this event will serve our community with an outdoor event to lift our spirits and bring us together as a community. If provincial restrictions allow, we will welcome participants to meet as a group but the event will also be set up to allow for a "Drive-in" option. It is hoped that this event will attract a diverse crowd of all ages and ethnicities and will please music and food lovers of all tastes.

Community Benefit Category:

- Primary: Cultural Enhancement

Amount Requested: \$4,000

Grant recommendation: \$4,000

Notes from the Assessment Team:

- Request includes recurring event(s)

A.18. Shelburne Cricket Club

Mission, purpose and objectives:

We are working for a game of Cricket in the Town of Shelburne and in Dufferin County to create opportunities for Cricket lovers to come together and grow the game of Cricket in Shelburne and its surrounding areas. We promote diversity and multiculturalism by bringing people together for the love of cricket regardless of their age, gender, or ethnicity. We strive to provide a safe and healthy environment for our youth to play and socialize with like-minded individuals. Our club stands on the basic principles of displaying best behavior, inspiring success, confidence & discipline.

Project Description:

With the requested funds, we can start a local umpiring/coaching program. This program will help us to train local residents interested in the game of Cricket to take a crash course and certification on umpiring/coaching from the registered body of Cricket Canada. Once certified we will pay them to umpire each game instead of requesting and paying the umpires from the GTA to come. This will result in individuals earning while enjoying what they love and the money stays and flows in Dufferin County.

To start this umpiring/coaching program we need equipment such as sports cameras to teach and show techniques, ball speed monitors for bowling practices, a portable batting cage to coach batsmen, etc. With the requested funds, we can buy ground equipment to have a professional game of cricket like a boundary rope, crease marker, sight screen, and a scoreboard, etc. By having the said equipment, we will elevate the club from recreational level to competitive club level. We are also looking to buy a cricket kit (playing equipment: Bat, Gloves, Pads, and helmets, etc.), which our members can share once it is properly sanitized. Even the basic cricket equipment is expensive and most of the youth are not able to afford it.

Community Benefit Category:

- Primary: Diversity, Equity, and Inclusion Initiatives
- Secondary: Economic Development

Amount Requested: \$19,000

Grant recommendation: \$8,200

Notes from the Assessment Team:

- Request includes a new project
- See Assessment Summary on page 11 for more information regarding partial or no funding.

A.19. Streams Community Hub

Mission, purpose and objectives:

Streams Community Hub is an arts-centered, youth-focused registered charity. Founded and based in Shelburne, Ontario, we serve the region of Dufferin County. Over the past four years, through the provision of seasonal creative arts camps and experiences, we have served over 350 children. We are on a mission to ignite learning, inspire youth, and enrich the community through the arts.

Project Description:

This Spring (tentatively April 18), building on the work of last year, we hope to open submissions for the second annual Word of Mouth Monologue Competition, presented by Streams Community Hub. The COVID-19 pandemic continues to make inperson programming and events difficult and in many cases impossible. This competition provides an exciting opportunity for children and youth aged 8–17 from Dufferin County to be engaged, develop and express their creative voices, and showcase the work of diverse Canadian playwrights. They will also have the opportunity to win some significant cash prizes.

Our plan is to make the event mostly virtual, with the hope of an in-person, filmed final event, where the winners will be selected. Between the launch date and the close of submissions, interested participants in two age categories (8-12 and 13-17) will choose from a list of curated monologues. They will film their performances according to our guidelines and submit them online through our website. The public will be engaged to vote for their favourite performances in each category, resulting in two "people's choice" awards. A panel of judges, consisting of actors, teachers and playwrights (such as David Nairn, Artistic Director of Theatre Orangeville) will select 3-5 finalists from each category for the (hopefully) live (no crowd) final. Finalists will present their monologues live, after which winners will be crowned.

This project is designed to accomplish several objectives:

1. Youth engagement, excitement and inspiration
2. Youth exposure and education about Canadian playwrights with diverse storytelling experiences
3. Community engagement in supporting and encouraging young and aspiring artists
4. Frankly, fun. It's been a challenging year, and we all need an outlet of expression and something to make us smile and keep us encouraged.

Community Benefit Category:

- Primary: Youth and Seniors Services

Amount Requested: \$9,000 **Grant recommendation:** \$8,700

Notes from the Assessment Team:

- Request includes recurring event(s)
- See Assessment Summary on page 11 for more information regarding partial funding.

A.20. Telecheck

Mission, purpose and objectives:

One Community Caring Together "TeleCheck is a free, confidential check-in service to support adults 55+ living independently."

Project Description:

TeleCheck is designed to improve safety, independence, and quality of life through companionship and meaningful connection; "friendly visiting" on the phone. Covid-19 changed the direction of our program from being a physical call centre to working remotely. Our volunteers and staff had to quickly adapt by using their personal messaging apps to communicate. We are seeking a communication system that is built for mobility, with remote work apps that offer secured communication for the whole team. With an enhanced communication system our team would be able to connect with one another more effectively and efficiently creating a secure synergy in real time within the team.

Community Benefit Category:

- Primary: Youth and Seniors Services

Amount Requested: \$3,000 **Grant recommendation:** \$3,000

Notes from the Assessment Team:

- Request includes a new project

A.21. Theatre Orangeville

Mission, purpose and objectives:

Theatre Orangeville is a charitable organization that began its journey in 1994, bringing the magic of live professional theatre to the Town of Orangeville and Dufferin County. Our artistic vision guides every aspect of our company and through our commitment to enrich the community with a theatre experience, that showcases the development of new Canadian works; to provide youth opportunities to transform their lives through the performing arts; to provide creative opportunities that grow the cultural experience through community partnerships; and to nurture diversity, promote acceptance and celebrate all abilities.

Through our commitment to creating a safe and welcoming environment, we serve adults and youth of all ages, races, ethnicity, ability, and income level. Every year we produce mainstage productions that are 100% Canadian content, created by Canadian playwrights and delivered by Canadian actors. We provide over 250 youth unique mentoring opportunities to transform their lives through our grassroots Youth Academy programs including after school, performance choir and Young Company. Approximately 5000 school-aged children come to watch live theatre through our Education on Stage program.

We are proud to offer skill and performance-based programming to members of our neuro-diverse community through longstanding partnerships with Community Living Dufferin, Branching Out Support Services, Kerry's Place, and Dufferin Child and Family Services. We know for many that attending the theatre is often not affordable. Our Theatre for Young Audiences brings the wonder of theatre directly to Dufferin-area elementary schools, reaching over 5500 students annually, at no cost to students.

Project Description:

Theatre Orangeville believes all youth deserve the opportunity to access the transformative power that Performing Arts can have on our lives. This positive impact is exceptionally demonstrated through the Theatre for Young Audiences (TYA) program which focuses on helping elementary school students learn how to cope with and address socially based issues that can dramatically impact them at different stages in their development such as bullying, self-identity and family conflict, to name a few.

Under the patronage of our Youth Academy programming, TYA uses storytelling through live performances to explore the influence of these issues & discover ways to manage and minimize their impact. Scripts are chosen or commissioned based on different themes, and how they can support educators in fulfilling the Ontario Elementary Curriculum beyond arts education. The program aims to help youth develop their understanding of different ways to approach & normalize these issues; encouraging open dialogue while providing teachers and parents with the tools to support their students while they learn. We establish a safe environment for discussion and expression, aiding in the healthy development of young minds & community ties.

Under non-pandemic circumstances, the TYA program is performed in-person, performing live in schools' gymnasiums. However, due to continuing uncertainty of government restrictions, the 2022 program will once again be presented through the virtual stage. The performance will be available to teachers through a private online link and streamed in classrooms or shared remotely if students are not in class. For those with difficulties streaming, we will provide an alternate format to ensure accessibility. The performance is followed by a live Q&A session, led by the actors, where students are asked about their interpretation of the performance, specific characters, and key messages. These sessions provide the opportunity for open discussion, without fear of judgement, around the issues highlighted in the performance.

A Study Guide provided to teachers assists them in planning curriculum related activities and discussion with their students before and after viewing. The guides also include a parent package to help families with resources to assist in answering questions their children may have brought home. The TYA program also helps schools to meet their need for more arts programming as laid out by the Ontario Curriculum. Bringing theatrical performances to schools makes art programming more accessible and helps teachers approach the material in an engaging way.

For 2022, we have commissioned a script titled Self-Defence written by John Daniel, which will be performed by three young actors, in an accessible and entertaining way that elementary students can easily understand and relate to. The production focuses on the importance of instilling autonomy in all people, especially young learners. Self-Defence explores this through a storyline that focuses on friendship, teamwork, communication, learning to navigate authoritative relationships, and ultimately realizing one's own self-worth. The performance speaks directly to components of the Ontario curriculum expectations in Drama (Reflecting, Responding, and Analysing), Health and Physical Education (Social Emotional Learning/Healthy Living), Science (Energy and Technology Innovations) and Language Arts (Oral Communication/Media Literacy).

Community Benefit Category:

- Primary: Cultural Enhancement
- Secondary: Youth and Seniors Services

Amount Requested: \$7,000

Grant recommendation: \$7,000

Notes from the Assessment Team:

- Request includes new or modified activities in an ongoing project.

B. Community Grants \$1,000 or less

Note: Benefit Categories are not required to be identified for grants requesting \$1,000 or less, however the projects recommended were deemed to align with the County's strategic priority areas.

B.1. Dufferin Hi-Land Bruce Trail Club

Mission, purpose and objectives:

The Mission Statement of the Bruce Trail Conservancy, of which we are one of 10 clubs, is “to preserve a ribbon of wilderness forever”

The Bruce Trail is a remarkable footpath along the unique and precious Niagara Escarpment. It is explored by thousands of visitors every year who seek a connection with nature in Southern Ontario. However, Many people don't realize that the Bruce Trail is not permanently secure and that roughly one-third of the Bruce Trail corridor is still vulnerable to development.

The BTC is working to fill in the gaps, to secure a home for the Bruce Trail and preserve a ribbon of wilderness along the Niagara Escarpment through the acquisition of land and the creation of BTC-managed protected natural areas. As one of Ontario's largest and most active land trusts, we have been responsible for the preservation of over 17,000 acres of land. We add new protected land to the Bruce Trail's conservation corridor each year and care for these special places through our Land Stewardship Program.

These nature reserves protect a diverse array of habitats including wetlands, karst topography, open meadows, caves, towering scarp edges and lush forests - all within the Niagara Escarpment UNESCO World Biosphere.

Project Description:

Earth Day 2022, and so much to do!

We are a local club with a long history of bringing people together to celebrate our most precious resource here in Dufferin County, our beautiful landscape. While we as a county prosper and grow, we also put pressure on this scarce commodity with new development and more and more people all seeking to get outside and enjoy this wonderful area. Without question, we are the custodians of something really special. This is why the Bruce Trail Conservancy has focused on our area to purchase land with the mission statement of “preserving a ribbon of wilderness forever”. The latest action has been to purchase land adjacent to the Pine River Fishing Area. Familiar to visitors from near and far, this lookout location has been loved by many, but mistreated by some for decades. Heavy equipment was needed to begin the restoration last summer, and heavy barricades were placed to prevent further damage by off road enthusiasts,

but also common litterers. Items still on the property include discarded boat parts, agricultural equipment and years of beer cans, glass and other waste. The land was a dump. We plan to fix this.

With the help of this grant, we intend to rent a large bin and raise a small army of volunteers. Not just the tried and true members of our club, but also reach out to our community for help. It is in this way that we will show those in the area - new and old, that action can be taken. This remediation effort will have a long lasting and wider spread effect than just to toss our trash. People who are involved with this effort will feel some connection to this spot and know that families can make memories right in our backyard, and gain a sense of ownership that all volunteers involved with our club and mission share.

But why can this be considered a climate initiative?

This comes down to one of the big reasons why we are conserving land. Properties that are protected do much more work than to provide recreational areas, they function as an oasis for the plants and animals which support our ecosystem. Not merely a carbon sink, green space and conserved land will be one of our most important tools to combat climate change as time moves forward. Those who participate in our restoration and remediation day will feel empowered to participate in similar conservation efforts, get involved, take action, and make a difference!

Amount Requested: \$500

Grant recommendation: \$500

Notes from the Assessment Team:

- Request includes a new project

B.2. Dufferin Town & County Farm Tour

Mission, purpose and objectives:

Connecting the public with the farmers of Dufferin County's diverse agricultural community.

Project Description:

We showcase 5 to 6 working farms within Dufferin County focusing on food and fibre production. We highlight the diversity of agriculture and the economic value and importance of farming to our County.

Amount Requested: \$1,000

Grant recommendation: \$1,000

Notes from the Assessment Team:

- Request includes recurring event(s)

B.3. Island Lake Rowing Club, partnered with National Sport Trust Fund-Ontario

Mission, purpose and objectives:

Island Lake Rowing Club is an inclusive volunteer organization that inspires health and fitness and builds community through the sport of rowing. We welcome experienced and aspiring rowers of all abilities from Orangeville and surrounding areas.

Project Description:

The "Regatta Transportation Project" aims to provide safe transportation of rowing equipment to regattas on up to eight days over the rowing season, from May through October. It will ensure that the club-owned boat trailer is towed with a safe, licensed and insured vehicle, specifically, a pickup truck with hitch and towing capacity to meet the specifications of the trailer. Typically, there are up to four one- or two-day rowing regattas per season which youth and adult club members may choose to attend. The club provides volunteer coaches, boats, oars and sundry equipment. Volunteer coaches transport these to and from regattas. Rowers provide their own personal transportation. The club owns a 2004 model pick-up truck which historically has towed the trailer. The club's operating budget funds its insurance and ongoing maintenance. In 2019, the last season of competitive rowing before the COVID-19 Pandemic, the truck broke down returning from a regatta and the club borrowed a member's own vehicle to tow the trailer back to the club. The club's truck had minor repairs and it was returned to storage at Island Lake Rowing Club. It has remained there since then. It is now in winter storage in our boathouse and is inaccessible until Spring 2022. The truck will require repairs to be recertified for licensing and insurance. The club will be getting an estimate of needed repairs once the boathouse is opened and it can be accessed.

Amount Requested: \$1,000

Grant recommendation: \$0

Notes from the Assessment Team:

- See Assessment Summary on page 11 for more information regarding partial or no funding.

B.4. Orangeville Community Band

Mission, purpose and objectives:

The Orangeville Community Band (OCB) serves the entire Dufferin community by teaching and performing music suitable for all ages. Bringing concert band music to seniors' homes, Royal Canadian Legions, hospitals, schools, and town festivals, as well as to the public at large, provides the members with an active and rewarding playing season.

We strive to provide an adult example for our youth in music and to provide teaching and mentorship for the support of younger players. Promoting the interests and welfare of the Town of Orangeville and County of Dufferin, as well as modelling good corporate citizenship will have long term benefits for both band and town.

Project Description:

The OCB hopes both itself and the Beginners Band will return to regular rehearsals to perform a series of performances during 2022. These include outdoor concerts for long term care facilities, educational performances at schools, the Blues and Jazz festival, Remembrance Day, and holiday concerts. Due to the ongoing Covid-19 situation, costs to keep band members and audiences safe have increased. These include increased rehearsal and performance space costs, sanitizers, and instrument masks. Alongside or in lieu of live events, the OCB may pay for the rights to record and publish performances virtually in order to abide by public health guidelines. Each season, the OCB purchases new music in order to provide a variety of engaging and entertaining pieces for members and audiences to enjoy. These purchases constitute the bulk of the OCB's expenses for a season. Promotional materials such as posters, tickets, and programs would be purchased and distributed to advertise OCB activities and performances. The OCB is currently funded entirely through member and community charitable donations. This is largely because live concerts have been disrupted and the OCB has not been able to raise funds via ticket sales. The 2022 season will be coordinated by the OCB Executive made up of volunteer members of the band.

Amount Requested: \$1,000 **Grant recommendation:** \$1,000

Notes from the Assessment Team:

- Request includes new or modified activities in an ongoing project

B.5. Orangeville & District Senior Citizens Centre

Mission, purpose and objectives:

The Orangeville Senior Centre is a non-profit Senior Active Living Centre offering social, recreational and volunteer opportunities for older adults (55+) in Orangeville and Dufferin County. Our programs encourage seniors to remain active and independent in their own homes in their own communities.

Project Description:

The Covid-19 pandemic has forced us to alter the way we offer programming for seniors in our community. The Age-Friendly Needs Assessment & Strategic Action Plan final report 7/31/2019 revealed that more than half of our seniors have no access to online programs. This is a huge challenge for an important sector of our community. Having access to the internet and knowing how to access resources is an important part of reducing social isolation and maintaining a safe

and healthy environment to live. We have been able to secure some funds in the past year to assist with our own learner focused cyber senior program. Many of our seniors who do not have access to technology and low income and do not have funds to pay for internet service or iPads, android tablets and phones.

We have begun to offer a program where seniors are mentored on the use of the device of their choice, we offer them access to WIFI within the Centre and have been able to purchase a few devices for their hands-on learning. While we have been able to purchase a few devices, the demand is great and we would strengthen our program by offering more devices with data and technological support to set them up. The program will be staffed by Senior Volunteers with the assistance of the Administrator of the Centre.

Amount Requested: \$1,000 **Grant recommendation:** \$1,000

Notes from the Assessment Team:

- Request includes new or modified activities in an ongoing project

B.6. Shelburne and District Horticultural Society

Mission, purpose and objectives:

To promote conservation and protection of the environment, encourage planting of native trees and flowers, arrange field trips and promote the circulation of horticultural information.

Project Description:

The funds will be used to help pay for Horticultural speakers for our monthly meetings. We cover a variety of topics that help inform people of how to plant and care for many different cultivars. Allowing them to beautify their properties and support the bees and butterflies that provide pollination. Many of our members are seniors, the meetings give them opportunities to connect with others that have the same interest. We have been unable to do our regular fundraising due to Covid. We are a volunteer organization.

Amount Requested: \$600 **Grant recommendation:** \$600

Notes from the Assessment Team:

- Request includes recurring event(s)

B.7. St. John Ambulance

Mission, purpose and objectives:

Orangeville Medical First Response Service – Specially trained volunteers that provide first aid services at public events in Dufferin County. Volunteers, mobile first aid posts and first aid supplies are provided to events to ensure the safety of the participants.

Project Description:

St. John Ambulance is the primary provider of first aid services in Peel Region and Dufferin County. Many of our clients are non-profits, which cannot afford the expense of private first aid services. Without our services, these non-profits would not be able to raise the funds they need through public events, restricting their ability to provide their services to the Dufferin community. St. John Ambulance volunteers save lives, prevent injury and promote recovery through their immediate and expert first response to illness and injury.

<u>Amount Requested:</u>	\$1,000	<u>Grant recommendation:</u>	\$1,000
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Notes from the Assessment Team:

- Request includes operational funding of ongoing activities

B.8. Unicamp

Mission, purpose and objectives:

Unicamp is a Unitarian Universalist camp that is committed to providing a safe and welcoming seasonal camp and spiritual retreat for our diverse community. Unicamp's high quality UU values-based programs and activities enable this community to demonstrate a respect for our natural assets, for each other, and for the interdependent web creation.

Project Description:

Unicamp was founded in 1969 to teach and mentor children. Since then, we've honoured this origin concept by focusing on supporting our children and youth! As an employer, Unicamp is well-suited to help youth build skills today to help them have a better future tomorrow. Elders amongst the staff, volunteers, and campers are naturally drawn to encouraging and supporting our youth. When the Youth shows an interest in or potential for a role at camp, they are connected to those with the most experience to share. As the Youth age out of our Kid's programming, there are a few options for them: taking part in the Counsellor-in Training program or joining the Staff/Volunteer Team. This year, after putting our Mentorship & Training program on hold due to the Pandemic, we are excited to bring it back, with a focus on welcoming youth from outside the general Unicamp community. There are two facets of this potential program: In our Maintenance-in-Training program, lwd by our two Property Managers and supported by and

other skilled workers from the community, the youth will learn job skills such as maintenance of buildings, septic systems, environmental protection, collaboration, and leadership. A kitchen-in-training program is being developed, to offer similar hands-on training for those who would like to work in kitchen environments. Mentorship is a natural part of the Unicamp community; by running these programs, we set intentions for both the facilitators and participants to use the time to gain skills that will come in handy throughout their lives, way beyond our campground. In both these programs, we mentor the youth and help them develop skills related to communications, decision making, time management and relationship building. These programs will run for a maximum of four weeks in May-June, as our budget allows.

Amount Requested: \$1,000

Grant recommendation: \$800

Notes from the Assessment Team:

- Request includes new or modified activities in an ongoing project
- See Assessment Summary on page 11 for more information regarding partial or no funding.

C. Food For Thought Grants up to \$3,000

C.1. Caledon Meals on Wheels

Mission, purpose and objectives:

Caledon Meals on Wheels mission and mandate is to provide a range of programs and services in Caledon, Orangeville and the surrounding areas that promote nutrition, wellness, and social interaction. We believe in a community where individuals can enjoy healthy, independent and connected living at any age.

Project Description:

The purpose of the Subsidized Meal Program (formerly known as the Benevolent Fund) is to provide access to hot and/or frozen prepared meals with additional subsidies (up to 100%) to ensure that all who are financially challenged are able to access the nutrition they need to maintain their health, wellbeing and independence.

Target population: Seniors and people with disabilities living in Orangeville and the surrounding areas (within Dufferin County) who are facing barriers to accessing and cooking nutritious meals for themselves. These individuals typically are living in poverty and are unable to afford the client fees associated with hot or frozen meals. Seniors/people with disabilities who face extraordinary situations (eg. financial abuse by a family member; living alone with dementia and unable to arrange payment of bills) may also be eligible for the Subsidy Program despite having the funds to pay for the meals.

Objective: A minimum of 428 meals will be provided; A minimum of 6 unique individuals served.

The Meals on Wheels & Security Check programs are funded by Ontario Health, donations and through client fees. Fundraising and donations are the only source of revenue for the Subsidy Program. Staff employed through the Meals on Wheels & Security Check programs are the ones who coordinate intake, client preferences, meal delivery and volunteer recruitment as well as who conduct the in-home financial assessments to determine eligibility for the Subsidy Program. Volunteers living in Orangeville and surrounding areas are utilized to deliver the meals. Clients needing the additional subsidy can either self refer or be referred by another community support service or individual. A financial assessment will be conducted, additional community resource information is provided and referrals are often made to other local supports when appropriate.

Community Benefit Category:

- Food Access

Amount Requested: \$3,000

Grant recommendation: \$3,000

Notes from the Assessment Team:

- Request includes operational funding of ongoing activities

C.2. Children's Foundation of Guelph and Wellington/Food & Friends

Mission, purpose and objectives:

Our Vision A community where every child and youth have the opportunity to participate, learn, and grow to reach their full potential.

Our Mission: We empower children and youth by connecting families with opportunities to build hope for lifelong change and break the cycle of poverty.

Project Description:

Like many in Dufferin, Wellington and Guelph, the Children's Foundation is working towards continuing our support of the most vulnerable in our community despite the challenges presented by the COVID-19 pandemic.

We are especially concerned about the children and youth who rely on our Food & Friends student nutrition programs. The Food & Friends Program brings healthy food to hungry minds. Breakfast, morning meal, snack and lunch programs are offered throughout Dufferin schools (elementary and secondary) and provide an atmosphere of social inclusion amongst students who may otherwise feel marginalized. Students have decreased disruptive behaviours in the classroom, learn healthy eating habits and build strong social skills.

Our community partners include agencies, organizations and private sector companies who support us in our mission, principals, and beliefs. Major donors are the Ministry of Children, Community and Social Services, Breakfast Club of Canada and the Grocery Foundation. The program is staffed by one Program Director, one full time Student Nutrition Program Manager and two part time Student Nutrition Program Managers. The program is also supported by a CEO, Senior Director of Development, Finance & Volunteer and Events Manager.

Community Benefit Category:

- Food Access

Amount Requested: \$3,000

Grant recommendation: \$3,000

Notes from the Assessment Team:

- Request includes operational funding of ongoing activities

C.3. Everdale

Mission, purpose and objectives:

Everdale is a place for people to become change makers and food leaders. Together we build healthier connected communities where we all have access to healthy food. Our purpose is to help build a sustainable equitable food system in our region.

Project Description:

Everdale is a community based farm that has a purpose to reduce the number of food insecure people in the region, specifically the Counties of Dufferin and Wellington through a program called The Good Food Project. Currently, each county has a higher than average number of citizens who can not afford healthy food, which is on average 13% higher than the Canadian national average. Everdale grows food for the food banks and emergency food providers (through the Good Food Project), which is distributed by our partners to the people that need it the most.

- Good Food Project Model: Everdale grows food, Everdale raises funds to pay for the food, Everdale works with food providers to determine good fit, crops and quantity, Food is held at Everdale and distributed to providers on a needs basis.
- Community harvest days: These days give clients the opportunity to have agency in becoming part of the solution. Clients come to the farm in different capacities to help grow and harvest the fresh food.
- Program staff: the program operates in conjunction with Everdale's farm production team, machinery and systems to allow for maximum yields and efficiencies.
- Metrics: In 2019, Everdale grew 40,000lbs, in 2020, Everdale grew 65,000lbs and in 2021, Everdale grew 100,000lbs of food for emergency food distribution. Funding for the Good Food Project comes from Corporate event days, sponsorships, private funding and Grant writing. Currently Everdale has funding from the City of Guelph to supply SEED with produce and some funding

Community Benefit Category:

- Food Access
- Food Nourishing

<u>Amount Requested:</u>	\$3,000	<u>Grant recommendation:</u>	\$3,000
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Notes from the Assessment Team:

- Request includes operational funding of ongoing activities

C.4. Orangeville Food Bank

Mission, purpose and objectives:

Our Vision: A community without hunger

Our Mission: Neighbours helping neighbours care for our community

Project Description:

The Orangeville Food Bank supports 700+ community members monthly through our emergency drivethru model and delivery service. Last year we increased the amount of food distributed by 28%. In addition, we also offer support to other community agencies sharing 5,000 pounds of food on average per month. We are almost strictly donor-funded and rely heavily on the generosity of our community members and grants such as this one.

We currently have 4 full-time staff, our Executive Director in charge of operations, our Food Manager in charge of food in and out, a Volunteer Coordinator working on client services, and an Office Administrator to handle all the pieces in between.

Community Benefit Category:

- Food Access

Amount Requested: \$3,000

Grant recommendation: \$3,000

Notes from the Assessment Team:

- Request includes operational funding of ongoing activities

C.5. Primrose Elementary School

Mission, purpose and objectives:

We strive to provide a school community where every child and youth has the opportunity to participate, learn, and grow to reach their full potential by being fully nourished and prepared for their learning every single day.

Project Description:

The purpose of our program is to provide healthy and nutritious food for each and every student in our building. Life can be challenging when there is barely enough to cover basic human essentials like housing and proper nutrition. For many families in our Primrose Community, the reality is that they have 'just barely enough' to look after basic needs. Life is also an opportunity. Positive and rewarding experiences during key developmental years in childhood and

adolescence can shape a child's future and help break cycles of hardship. Students can only succeed when they are ready to learn and our Breakfast Program provides them with a healthy start to every day so that they can focus on their success at school and not the rumble in their tummy.

Our program is run exclusively on donations by local community agencies and partnerships. It is run by our Educational Assistants and an amazing volunteer. They spend countless hours each week shopping for healthy food options and packing it up every single morning in cooler bags for all of our 22 classes.

Students walk in every morning to a cooler bag that is stocked with one grain, one dairy and one fruit option. There are about 20 items in every class bag to ensure that all students have access to the program. Students are welcome to take items from the bag at any point in the morning that it is needed. Our EA team then collects these bags after our second nutrition break so we will be prepared and ready to greet our students with new fresh items the next day. Our students thoroughly enjoy and benefit from this program.

Community Benefit Category:

- Food Access
- Food Nourishing

Amount Requested: \$3,000

Grant recommendation: \$3,000

Notes from the Assessment Team:

- Request includes operational funding of an ongoing program

C.6. Shepherd's Cupboard Foodbank

Mission, purpose and objectives:

Our vision is to ensure that all people, all cultures and all ages are able to have access to healthy food options. That all of our community members never have to go hungry. To provide ongoing support, to allow our registrants the ability to concentrate on making positive changes, to try and live independently.

Project Description:

We are a food bank in Shelburne, that serves ours and surrounding communities. We provide monthly groceries and personal hygiene products for people in need of help. We aim to ensure that no one in our community goes hungry or is without food. We are hoping to be considered for the Food For Thought Grant. We serve members of our community in all different cultures and ages, from infants through to seniors. People qualify for our service based on various factors. Once registered, they provide details as to the amount of people in their homes and they are given groceries accordingly. They attend the foodbank to receive their food and personal hygiene products. We currently are funded through the generosity of our community in private

donations, as well as apply for various grants and programs through the public sector. Our program is run entirely by volunteers, so we can maximize the amount of money put back into our community.

Community Benefit Category:

- Food Access
- Food Nourishing

Amount Requested: \$3,000

Grant recommendation: \$3,000

Notes from the Assessment Team:

- Request includes operational funding of ongoing activities

III. Conclusion

This round reveals some cautious optimism from applicants who are planning events and in-person activities again, along with some continuing struggles to recover from the impacts of COVID-19. The Assessment Team feels confident that their recommendations represent a good balance of project types and priority areas, and that they will all be of benefit to Dufferin in various important ways. All applicants are providing important services to the community, and if it were possible to recommend them all to their full requirement, the Assessment Team would certainly wish to do so. We wish all the recipients well in carrying out their activities and look forward to sharing their stories in the fall.

On behalf of the Assessment Team and the Leadership Council of HCIA, we would like to thank Dufferin County Council for its continued confidence in our management of the assessment process for its granting programs, and for entrusting this important task to us. We also thank County staff for their guidance and partnership in continuously improving the application process. We look forward to the next steps of sharing grantee stories to show the impact of this valuable work in our communities, and planning improvements to the process for 2023.

Prepared by:

Jennifer Payne, Executive Director, Headwaters Communities In Action
Vicki Sword, Project Lead, DC Community Grants Review, HCIA



DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY COMMITTEE MINUTES

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

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

Members Present:

Trisha Linton – Chair
Mike Marcinkiewicz
Alethia O’Hara-Stephenson
Angela Pollard (staff liaison, non-voting)
Preeya Rateja
Councillor Darren White

Members Absent:

Althea Alli
Councillor Steve Anderson
Councillor Sandy Brown (prior notice)
Jordan Dedier
Sabina Greenley (prior notice)
Meg Haggett
Arvandi Nalisa Komal (prior notice)

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Rohan Thompson, Director of People & Equity
Timothy Chan, Communications Manager
Michelle Hargrave, Administrative Support Specialist

Trisha Linton, Chair, called the meeting to order at 7:02 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

The Committee Chair shared the Land Acknowledgement Statement.

REPORTS

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

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

PRESENTATIONS

2. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – March 9, 2022
Item #2 – People and Equity Department Overview

Rohan Thompson, Director of People and Equity, provided a presentation to the committee regarding the People and Equity department. Mr. Thompson highlighted what the People and Equity department does, what grounds their work, drivers of equity, roles within the department and current recruitment opportunities. Also, current and future projects were reviewed, including a Employment Systems Review, a Staff Census and Staff Climate Survey. The People and Equity department are currently researching a number of consultants to support these projects.

The Committee asked for confirmation that the policy review would include a review of hiring practices, how job postings are developed, and ensuring there is no biases in the interview process. Mr. Thompson confirmed that will be taken into consideration. He will provide a status update to the Committee and will provide opportunities for the Committee to participate and provide input.

DISCUSSION

3. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – March 9, 2022
Item #3 – In-Person Meetings

Rohan Thompson, Director of People and Equity, lead a discussion on the opportunity for in-person meetings. The Committee noted an appetite for hybrid meetings once the technology is available. If an in-person meeting was to take place, the Committee agreed to wait until further into the year.

4. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – March 9, 2022
Item #4 – Transition re: Dufferin County Staff Lead/Support for DEICAC

Sonya Pritchard, Chief Administrative Officer, noted she has handed the lead staff position of the Committee over to Rohan Thompson. The Committee thanked Mrs. Pritchard for her working building the Committee.

5. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – March 9, 2022
Item #5 – Bill Hill Scholarship Program

Rohan Thompson, Director of People and Equity, advised the Clerk's department is seeking a volunteer to sit on the Bill Hill Scholarship selection committee. Information on the scholarship and the selection committee will be circulated to the Committee by email.

6. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – March 9, 2022
Item #6 – Days of Significance Review

Timothy Chan, Communications Coordinator, highlighted the selection process to narrow down the days of significance, focusing on what is meaningful and manageable. Twenty-nine days were selected to be highlighted by original content or content from partner organizations.

7. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – March 9, 2022
Item #7 – Sub Committee Updates

- 7.1. Economic Development

The Economic Development sub-committee met on March 7, 2022. Minutes will be included on the next meeting agenda. Cody Joudry, Director of Development and Planning, will be present at the Committee meeting.

- 7.2. Human Services

Angela Pollard reviewed highlights of the Human Services sub-committee meeting. Members of the Dufferin County Community Services, Housing Services, presented information on the Homelessness Prevention Program. Members discussed the convoy and potential impact on community members, as well as the days of significance.

OTHER BUSINESS

Sonya Pritchard, Chief Administrative Officer, noted a report will be presented to Council on March 10, 2022 regarding the current committee's term, seeking a decision whether to continue the current committee or have the committee term coincide with Council's term.

Mrs. Pritchard advised she has been notified that a portion of the January 12, 2022 committee meeting discussing identifiable individuals has been circulated on social media. Mrs. Pritchard expressed great concern, as all members of the committee agreed the meetings would not be recorded or live streamed to create a safe place to share. Committee members requested Mrs. Pritchard address the video once again at the beginning of the next meeting to inform absent committee members. It was requested to consider drafting an agreement for members to sign, agreeing to the mission and vision of the committee and safe space rules. Mrs. Pritchard noted that the meetings are open to the Public if they wish to observe.

Trisha Linton, Chair, noted she provided a letter of support for a grant on behalf of the committee.

The Committee discussed the recent announcement regarding Ontario's review of the Anti-Racism Strategic Plan. Rohan Thompson, Director of People and Equity, will reach out to see how the committee can provide feedback to the Province.

ADJOURNMENT

The meeting adjourned at 8:04 p.m.

Next Meeting: April 13, 2022 at 7:00 p.m.
Video Conference

Respectfully submitted,

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



DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY COMMITTEE MINUTES

Wednesday, April 6, 2022 at 7:00 p.m.

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

Members Present:

Trisha Linton – Chair
Althea Alli
Councillor Steve Anderson (arrived at 7:58 p.m.)
Councillor Sandy Brown
Jordan Dedier (arrived at 7:17 p.m.)
Sabina Greenley
Arvandi Nalisa Komal
Mike Marcinkiewicz
Alethia O'Hara-Stephenson (arrived at 7:39 p.m.)
Angela Pollard (staff liaison, non-voting)
Preeya Rateja

Members Absent:

Meg Haggett (prior notice)
Councillor Darren White (prior notice)

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Rohan Thompson, Director of People & Equity
Cody Joudry, Director of Development & Tourism
Timothy Chan, Communications Manager
Michelle Hargrave, Administrative Support Specialist

Trisha Linton, Chair, called the meeting to order at 7:02 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

Committee member, Sabina Greenley, shared the Land Acknowledgement Statement.

REPORTS

1. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – April 6, 2022
Item #1 – Diversity, Equity and Inclusion Community Advisory Committee Minutes – March 9, 2022

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

PRESENTATIONS

Jordan Deidler joined the meeting at 7:17 p.m.

2. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – April 6, 2022
Item #2 – Development and Tourism Department Overview

Cody Joudry, Director of Development and Tourism, provided a presentation to the Committee outlining the Development and Tourism department, including the divisions within the department, what they do and the 2022 deliverables for each division.

Cody noted the Building Services Division will be reviewing their processes, especially related to enforcement, with a stronger diversity, equity, and inclusion lens.

DISCUSSION

3. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – April 6, 2022
Item #3 – Committee Term

Sonya Pritchard, Chief Administrative Officer, advised a report was presented to Council regarding the Committee's term. She confirmed it is Council's directive to align the Committee's term with the Council term.

The Committee's application process will be reviewed and streamlined. All Committee members are encouraged to apply for the next Committee term.

4. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – April 6, 2022
Item #4 – Sub-Committee Membership

Trisha Linton, Chair, advised newer Committee members can choose one of the two sub-committees to participate in. Committee members are asked to email their choice to Rohan Thompson.

Alethia O'Hara-Stephenson joined the meeting at 7:39 p.m.

5. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – April 6, 2022
Item #5 – Ontario's Anti-Racism Strategic Plan Feedback

Rohan Thompson, Director of People and Equity, advised he has spoken to the Province regarding the Anti-Racism Strategic Plan feedback. The Province does not have plans to visit Dufferin County to gather feedback. As the deadline for submissions is May 4, 2022, it does not allow for community town hall meetings to take place and information to be synthesized and submitted. Rohan noted the best option is to promote the survey and ask the community to participate directly. Timothy Chan, Communications Manager, advised the link to the feedback survey has been shared with all Dufferin County Clerks and CAO's, as well as Dufferin's many community partners. The survey link will be shared with Committee members so they can promote it as well.

Councillor Anderson joined the meeting at 7:58 p.m.

6. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – April 6, 2022
Item #6 – DEICAC Strategic Plan Development

Rohan Thompson, Director of People and Equity, advised he would like the Committee to establish a plan or a roadmap to provide direction and allow for development of further operational items for the Committee.

The Committee agreed this was a good opportunity to collaborate with a consultant to develop a community survey to gather challenges faced by the Community. Christie Lazo, Sabina Greenley, Althea Alli and Alethia O'Hara-Stephenson will assist in the development of the scope of the project.

7. DIVERSITY, EQUITY & INCLUSION COMMUNITY ADVISORY – April 6, 2022
Item #7 – Sub Committee Updates

7.1. Economic Development

Cody Joudry, Director of Development and Tourism, provided a verbal review of the March 7, 2022 Economic Development sub-committee meeting. The Committee gave input on the Explore Duffering Guide that is being created and learned of the Visiting Artists Display coming to the Museum of Dufferin.

7.2. Human Services

Angela Pollard reviewed highlights of the Human Services sub-committee meeting of March 22, 2022. Angela noted staff members from the Housing Services division presented information on the Homelessness Prevention program and discussed the lack of affordable housing. The subcommittee also discussed the lack of mental health supports in the area, as well as the positive and negative effects of the Community Crisis Support Teams.

ADJOURNMENT

The meeting adjourned at 8:05 p.m.

Next Meeting: May 11, 2022 at 7:00 p.m.
Video Conference

Respectfully submitted,

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



HEALTH & HUMAN SERVICES COMMITTEE MINUTES

Thursday, March 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 (joined at 1:13 p.m.)
Councillor Chris Gerrits
Councillor Andy Macintosh
Councillor Fred Nix
Councillor Steve Soloman

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

Chair Rentsch called the meeting to order at 1:00 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 – March 24, 2022 – ITEM #1
Dufferin County Equity Collaborative 2021 Report to the Community

A report from the Director of Community Services, dated March 24, 2022, to share the 2021 Dufferin County Equity Collaborative (DCEC) Report to the Community.

Moved by Councillor Brown, seconded by Councillor Nix

THAT the report of the Director, Community Services, titled Dufferin County Equity Collaborative 2021 Report to the Community, dated March 24, 2022, be received.

-Carried-

2. HEALTH & HUMAN SERVICES – March 24, 2022 – ITEM #2
Housing Benefits & Funding Update 2022

A report from the Director of Community Services, dated March 24, 2022, to provide an overview of the housing allowance programs the Community Services Housing Services Division will be operating effective April 1, 2022 onwards and details on a newly announced funding consolidation.

Councillor Gardhouse joined the meeting at 1:13 p.m.

Moved by Councillor Gerrits, seconded by Councillor Macintosh

THAT the report of the Director, Community Services, titled Housing Benefits and Funding Update Report 2022, dated March 24, 2022, be received.

-Carried-

3. HEALTH & HUMAN SERVICES – March 24, 2022 – ITEM #3
Dufferin Oaks 2021 Resident & Family Satisfaction Survey

A report from the Administrator of Dufferin Oaks, dated March 24, 2022, to inform committee members of the results of the annual Dufferin Oaks Resident and Family Satisfaction Survey.

Moved by Councillor Gerrits, seconded by Councillor Brown

THAT the report of the Administrator of Dufferin Oaks, dated March 24th, 2022, with regards to the Dufferin Oaks 2021 Resident and Family Satisfaction Survey, be received.

-Carried-

ADJOURNMENT

The meeting adjourned at 1:35 p.m.

NEXT MEETING: Thursday, April 28, 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, March 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 John Creelman
Councilor Guy Gardhouse
Councillor Chris Gerrits
Councillor Darren White

Members Absent: Councillor Bob Currie (prior notice)
Councillor Earl Hawkins

Staff Present: Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Rebecca Whelan, Deputy Clerk
Cody Joudry, Director of Development and Tourism
Aimee Raves, Manager of Finance, Treasurer
Becky Montyro, Chief Building Official
Sarah Robinson, Curator

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.

PRESENTATIONS

1. COMMUNITY DEVELOPMENT & TOURISM – March 24, 2022 – ITEM #1
Building Division Overview

Becky Montyro, Chief Building Official, presented an overview of the Building Services Division.

2. COMMUNITY DEVELOPMENT & TOURISM – March 24, 2022 – ITEM #2
MoD Visiting Artists Installation

Sarah Robinson, Curator, Museum of Dufferin, presented information on the upcoming Visiting Artists Installation at the Museum of Dufferin.

REPORTS

3. COMMUNITY DEVELOPMENT & TOURISM – March 24, 2022 – ITEM #3
Explore Dufferin Guide

A report from the Director of Development and Planning, dated March 24, 2022, to share details of the soon-to-be-released "Explore Dufferin" guide.

Moved by Councillor Gerrits, seconded by Councillor Gardhouse

THAT the report from the Director of Development and Tourism, dated March 24, 2022, regarding the Explore Dufferin Guide, be received.

-Carried-

4. COMMUNITY DEVELOPMENT & TOURISM – March 24, 2022 – ITEM #4
Building Reserve Fund Annual Report

A report from the Manager of Corporate Finance, Treasurer, dated March 24, 2022, to update members of Committee on the Building Reserve Fund (BRF) results for 2021, as required under the Building Code Act, S.O. 1992, Chapter 23.

Moved by Warden Mills, seconded by Councillor Creelman

THAT the Manager of Corporate Finance, Treasurer's report, Building Reserve Fund Annual Report, dated March 24, 2022, be received.

-Carried-

5. COMMUNITY DEVELOPMENT & TOURISM – March 24, 2022 – ITEM #5
Notice of Motion - Land Use Analysis and Official Plan Policies

The Committee discussed the Notice of Motion introduced at the March 10, 2022 Council meeting regarding Land Use Analysis and Official Plan Policies. The motion will be considered at the April 14, 2022 Council meeting.

The Motion reads:

WHEREAS the Province of Ontario has required the submission of a Conformity Report to the Growth Plan to be approved by Dufferin County Council and submitted to the Province no later than July 2022;

AND WHEREAS a Lands Need Analysis has been prepared by our consultant WSP and presented to the Community Development and Tourism Committee in January, 2022;

AND WHEREAS municipal consultation is underway and will be considered prior to undertaking any public consultation;

NOW THEREFORE BE IT RESOLVED THAT County Council request WSP to incorporate the following guidelines and principles in the completion of the Land Use Analysis and any subsequent Official Plan policies:

- **While acknowledging the Province's growth targets, the County of Dufferin believes this anticipated growth is best met in urbanized and serviced areas/ communities, which is a clearly an establish principle of the Growth Plan;**
- **Existing municipal inventories of potential residential units should be respected and be included in any growth targets;**
- **Municipal 'employment lands' should only be converted for residential purposes in rural or settlement areas outside built boundaries when on existing full services and subject to a comprehensive municipal review of employment and residential designations;**
- **Water and sewage constraints should determine where growth can**

- occur, not through a paper allocation exercise;
- **Growth should not occur at the expense of the environment. Planning conditions and controls imposed through Provincial Plans such as the Niagara Escarpment Plan, Greenbelt Plan and Oak Ridges Moraine Plan must be respected. Policies and regulations of the local Conservation Authorities should not be compromised;**
- **Growth targets should not be met by non-consensual boundary adjustments (i.e. annexations/amalgamations) in Dufferin County;**

AND THAT the County of Dufferin advise the Ministry of Municipal Affairs that because of the need for further review and analysis, the County will not be submitting the Conformity Amendment until July 2023.

ADJOURNMENT

The meeting adjourned at 4:12 p.m.

NEXT MEETING: Thursday, April 28, 2022 at 3:00 p.m.
Video Conference

Respectfully submitted,

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



REPORT TO COUNCIL

To: Warden Mills and Members of County Council

From: Anna McGregor, Director of Community Services

Meeting Date: April 14, 2022

Subject: **Early Learning and Child Care Update**

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 provide information on the new Canada-Wide Early Learning and Child Care (CWELCC) agreement and the upcoming Children's Services divisional name change.

Background and Discussion

On March 28, 2022, the Provincial and Federal Governments announced they signed a \$13.2 billion agreement that will lower fees for families and deliver an average of \$10 a day child care by September 2025. Details of the new agreement were announced to Service System Managers, Licensees, Families and the general public on the same day. The new Canada-Wide Early Learning and Child Care (CWELCC) Agreement includes:

- A federal investment of \$13.2 billion over six years with the province having secured more certainty around out-year funding. The deal includes an additional year of funding of at least \$2.9 billion.
- The flexibility to allocate federal funding in a way that will allow the province to deliver an average of \$10 a day child care, including by spending the initial \$10.2 billion over four years instead of five.

- Enhanced protection against funding shortfalls through a mandated financial review process in year three, to reconcile the actual costs of the new national child care plan with funding.
- 25% fee reduction to a minimum of \$12 per day retroactive to April 1, 2022.
- 50% fee reduction before the end of 2022.
- \$10 per day average child care fee before September 2025.
- Protection of all for-profit and non-profit child care spaces, helping to support predominantly female entrepreneurs across the province who provide high-quality child care services.
- Creation of approximately 86,000 new child care spaces for children five years old and younger (this includes 15,000 licensed child care spaces created since 2019).
- Hiring new early childhood educators and support improved compensation for all Registered Early Childhood Educators (RECEs) working in licensed child care.
- Wage increase for RECEs. Wage Floor of \$18 for RECEs and \$25 for Supervisors. \$1 increase per year until 2025.
- Work with municipalities to enrol 5,000 licensed child care centres and home child care agencies into the program between now and September 1, 2022.

Child Care Fee Freeze

The Province want a sustainable approach over time; putting into place consumer protections for parents. Effective March 28, 2022 all Child Care Licensees were prohibited from increasing their fees charged to parents for children in care who are under the age of six or six years old and enrolled in kindergarten.

Fees can not be higher than the amount charged on March 27, 2022, unless a communication had already been provided to parents advising of the planned fee increase. Fees are frozen in effect as enrolment takes place. However, fees are not frozen for operators who opt out of CWELCC.

Child Care Licensees

Enrolment into the CWELCC will be managed at the Service System Manager level. Licensees do have the choice to participate or opt out of participating in the sector wide fee cap. Licensees that do not wish to participate in the CWELCC and wish to have the restriction on fee increases lifted, are required to complete a template form and send it to their Service System Manager before September 1, 2022. Licenced Child Care operators who do participate will need to enter into new Purchase of Sale Agreements/Contracts with their Service System Managers.

Dufferin as the Service System Manager

Service System Managers have been advised by the Province they will continue their critical role as the designated child care and early years Service System Managers, responsible for planning and managing licensed child care services and EarlyON Child and Family Centres in their communities.

The province have also indicated that administrative funding will be restored. The Province recognise this is not the time to implement the previously announced funding cuts of capping administration at 5%. Administration will stay at 10%. However, the impact of this is not fully known until the revised allocations and funding guidelines have been issued.

The Provincial Government will work with Service System Managers to enroll participating licensed child care operators in the new program beginning in April. Details on how that will roll out are still to be provided by the Province.

In the coming weeks, the Ministry will provide Service System Managers with preliminary 2022 allocations to support local planning. Transfer payment agreements and funding guidance to support the work will follow in the spring.

For 2023 and beyond the ministry aims to allocate funding using a revised child care funding formula. Development and consultations with Service System Managers will take place in 2022.

What Does This Mean to Families in Dufferin

Parents do not need to proactively enrol; Licenced Child Care Operators will contact families enrolled with them.

Rebates to parents, retroactive to April 1, 2022, will begin in May, and will follow the enrolment of licensed centres and agencies into the new program.

The Ontario Child Care Tax Credit (CARE) where families can claim up to 75% of their eligible child care expenses will still be available to families who choose to use an operator who is not part of the CWELCC.

Child Care Subsidy program remains in place. The Province recognise that for many families the new average \$10 rate is still unaffordable.

Ontario will still have a fully funded full-day kindergarten program for four and five year old.

Workforce Strategy

Service System Managers will be required to participate in the development of growth plans for their communities, and changes to the licensing process will be introduced to ensure that service managers have the opportunity to advise potential applicants of funding availability in advance of licensing.

Dufferin has already started work locally. On June 3, 2022, there will be an Early Years Professional Learning Symposium.

Over the summer, the Province will be working with Service System Managers and the sector as a whole to create a province wide workforce strategy to create new spaces in the system.

Divisional Name Change

The Children's Services Division has over recent years carried out a full service review and has redesigned and realigned service delivery to ensure the County meets its mandatory obligations in line with provincial requirements and that it aligns services to where they are needed most.

To better reflect the work of the division, as it re-emerges from the pandemic and puts into place the CWELCC agreement the division will change its name to the "Early Years and Child Care Division".

Next Steps

The divisional name change will be communicated to families and providers, with information and marketing materials updated over the coming weeks.

Staff will hold an information session shortly with Licensees in order to hear their thoughts and concerns on the details provided on the CWELCC agreement, by the Province so far. That will allow both Dufferin as the Service Manager, and Dufferin's Ministry of Education Early Years Advisor, to hear from and co-design where possible how the program will roll out. It also offers the chance to gather questions for clarification to take back to the Province.

Over the coming months, the ministry will work closely with Service System Managers, licensees and other sector partners to move the CWELCC agreement forward. As details become available staff will share with Licensees and Families. The Province and Service System Managers will be, in effect, building the bridge with Licensees and families as they walk on it.

Financial, Staffing, Legal, or IT Considerations

There will be considerably more work for all Service System Managers for both the implementation of the CWELCC agreement and the Workforce Strategy. At this time, the level of new funding and the level of new resources are unknown. When the funding allocations and funding guidelines have been issued, those items can be reviewed and a follow up report will be provided to council.

Recommendation

THAT the report of the Director, Community Services, titled Early Learning and Child Care Update, dated April 14, 2022, be received.

Respectfully Submitted By:

Anna McGregor
Director, Community Services



REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Meeting Date: April 14, 2022

Subject: **Vacancy Rebates and Reductions**

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 additional information related to vacancy rebates and vacancy reductions.

Background & Discussion

Vacancy Rebates and Vacancy Reductions are two separate matters. Per Section 364 of the Municipal Act, 2001, vacancy rebates are application based and provide relief to property owners when their commercial or industrial property was either partially or fully vacant. Section 313 of the Municipal Act, 2001, refers to subclass tax reductions. This section permits rate reductions or discounts on vacant commercial and industrial property subclasses, namely land awaiting development.

In June 2019, staff presented the attached report to Council related to vacancy rebates and discounts otherwise known as reductions. Council subsequently approved the following motion:

THAT the Report, Vacancy Rebates and Vacant Land Discounts, form the Treasurer, dated June 27, 2019, be received;

AND THAT the policy for Vacant Unit Rebates be amended, so that Rebates are discontinued commencing in the year 2020;

AND THAT staff be directed to follow the requirements in the legislation to implement this change.

Per the approved motion, the County and local municipalities subsequently discontinued the vacancy unit rebate program beginning in 2020. The subclass tax rate reductions or vacancy reductions were not recommended nor approved for discontinuation, thus the Tax Ratios by-law as presented is accurate.

Financial, Staffing, Legal, or IT Considerations

Ontario Regulation 580/17 was amended to allow municipalities to remove rate reductions for both excess and vacant lands subclasses. There are a number of Municipalities that have already removed these rate reductions or are in the process of phasing them out. Staff intend to review property tax policy in consultation with the local municipalities over the next year. At which time the subclass tax rate reductions can be considered. Upon review any changes will be presented to Council for approval.

Recommendations:

THAT the report of the Manager of Corporate Finance, Treasurer, dated March 24, 2022, regarding Vacancy Rebates and Reductions, be received.

Respectfully Submitted By:

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



REPORT TO COMMITTEE

To: Chair Creelman and Members of General Government Services Committee

From: Alan Selby, Treasurer

Meeting Date: June 27, 2019

Subject: Vacancy Rebates and Vacant Land Discounts

In Support of Strategic Plan Priorities and Objectives:

Good Governance: 3.3.2 Review and update current policies and procedures

Purpose

The purpose of this report is to review existing tax policies for vacancies on commercial and/or industrial properties in Dufferin County.

Background and Discussion

The Town of Orangeville has asked the County, through a Town Council motion passed in May, to “consider opting out of the Vacancy Tax Rebate Program”.

Vacant Unit Rebates (called VU-Rebates in this report) apply to commercial and industrial buildings that were entirely vacant, or where the building was partially vacant, was unused and was clearly delineated or physically separated from the used portions of the buildings. The VU-Rebate program is governed by Section 364 of the Municipal Act, and by Ontario Regulation 325/01.

The cost of VU-Rebates are treated as tax write-offs, and are shared between the local municipality, the County and the School Boards. Property owners must apply to the local municipality for a rebate. This requires administrative time for the municipality to process rebate applications.

VU-Rebates were intended to assist property owners in times of economic downturn, to reduce full tax liability whether or not their property was tenanted. In some cases, the program has led to speculative holding of property, and absentee landlords, with no interest to improve the standards of their buildings. Incentives to revitalize core business sectors, and promote employment growth at the local level, were needed. The Province responded with Ont. Reg. 581/17 to give municipalities flexibility to tailor the rebates program to meet community needs, effective with the 2017 tax year.

The Town of Orangeville has indicated in its motion that it has multiple properties that have applied for VU-Rebates for two or more consecutive years.

The rebate program is a tax policy, and all tax policies are established by the County. County Council must approve any changes to policy. Changes to the vacancy rebate policy can be limited to specific local municipalities, but not others. The County must submit details of proposed changes to the Minister of Finance, along with a Council resolution. The Ministry will notify affected municipalities when the regulation implementing the requested changes is enacted.

Finally, by way of background, there is also a program for undeveloped raw land. There are property sub-classes for such properties, and they receive Discounts (as opposed to Rebates) on their taxes, under Municipal Act section 313(1). These Discounts do not require an application process, and they are not a part of the Town's request. Vacant Land Discount policy could also be amended by the County. However, that would lead to a tax shift away from those sub-classes, and mostly to the Residential class of property. Changes to the Discount policy for vacant land is not recommended.

Financial, Staffing, Legal and IT Considerations

There is a multi-step process to be undertaken in order to respond to the Town's request. The County must decide upon its intention to alter the VU-Rebate policy for 2020, and if so, would the rebates be phased-out, or fully eliminated. The County should also consider if the changes are to be part of a multi-year strategy (that is, to remain eliminated beyond 2020).

Many municipalities have either immediately discontinued their VU-Rebates (Vaughan, Markham, Richmond Hill, Newmarket), while many others have chosen to phase-out theirs. Other jurisdictions have done a 30%, 20%, 10%, Zero phase-out (Caledon, Mississauga) or a 30% to 15% to Zero phase-out (London, Oakville, Ottawa, Toronto). These examples all began their phase-outs with the 2017 or 2018 year, with rebates discontinued in all cases by the 2020 year.

Orangeville advises that the County's share of rebate-driven tax write-offs in 2017 was \$35,426. Financial impact to the Town, for the Town share, was \$78,774 and \$76,492 to the School Boards. (on 31 properties)

Next, each member municipality should be consulted to determine whether or not the VU-Rebate ought to apply to their municipality. The County of Wellington, for example, has altered or eliminated the VU-Rebate program for four of its local municipalities.

The Province provides a Checklist to follow. The municipal Checklist steps were covered above, but there is also some mandatory Business Community Engagement required.

The Province requires that the County includes, as part of the application to the Province for a change in policy, the answers to these questions:

- Have you engaged the local business community?
- Can you provide details on how, and when, you have engaged the local business community?
- Have you considered the potential impacts the proposed changes may have on local businesses?
- Have you communicated potential impacts of proposed changes to the business community?
- Has Council been made aware of the potential impacts on businesses?

Methods for doing this community engagement include:

- Meeting with Dufferin Board of Trade
- Advertising in local newspapers to notify property owners
- Posting details of County proposals on the County website
- Circulating a Notice to local municipalities, with a request to place the Notice as correspondence on their Council Agendas

Notices should explain the intended changes, the reasons for the changes, and what the changes mean for the taxation of certain properties. There could also be a method put in place for property owners to, if they so desire, express their concerns, and provide their comments to local Councillors.

Once all local Council responses come back, and business community input reviewed, County Council would pass the necessary resolution to specify the proposed changes. Then the County would send its application to the Province.

All these steps would be necessary prior to the annual setting of tax policies.

Strategic Direction and County of Dufferin Principles

Responding to local municipality requests for specific changes to Tax Policies is an identified action in support of the strategic objective to review and update current policies and procedures. It adheres to the County of Dufferin Principles:

1. We Manage Change – by responding to requests to consider amending tax policies;
2. We Deliver Quality Service – by being open to making changes to the status quo, after examining the impacts of policy changes;
3. We Communicate – by informing all affected entities of any proposed changes, after they have come through discussions with Council;
4. We Make Good Decisions – by recognizing changing circumstances that indicate the need to improve existing policies.

Recommendation:

For consideration of Committee.

Respectfully Submitted by:

Alan Selby, CPA CGA
County Treasurer



REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Sonya Pritchard, Chief Administrative Officer

Meeting Date: April 14, 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: April 6, 2022

Highlights: The Board was circulated a presentation and report on Climate Change and Health Vulnerability Assessment Update. The vulnerability assessment focuses on climate change and health impacts related to extreme temperatures, ultraviolet radiation, extreme weather, food- and water-borne illnesses, air quality, vector-borne and zoonotic diseases, and mental health. The Assessment supports prioritizing programming, informing policy, and guiding local climate change adaptation initiatives that are underway or planned across Wellington, Dufferin, and Guelph.

Attached: [Board of Health Agenda for April 6, 2022](#)

Niagara Escarpment Commission (NEC)

Representative(s): Councillor Janet Horner

Meeting date: March 17, 2022

Highlights: The Commission was presented a report on . Proposed regulatory changes for the beneficial reuse of excess soil at pits and quarries in Ontario (Environmental Registry Posting 019-4801). New rules and regulations under the Environmental Protection Act have recently come into effect that encourage the re-use of excess soil where appropriate, thereby treating it as a resource rather than a waste product (unless it is contaminated). As such, pits and quarries are commonly identified as an opportunity to re-use excess soil as part of the rehabilitation process, often as a means of achieving a more intensive restoration of the extracted landscape than what could be achieved using only the overburden retained on site.

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

Dufferin Board of Trade (DBOT)

Representative(s): Councillor Sandy Brown

Highlights: Dufferin Board of Trade is hosting a Dream Big Youth Market on Saturday, April 30. Here is an opportunity to meet over 30 of Dufferin's youngest entrepreneurs at the Dream Big Youth Market. Vendors aged 12-25 will be selling their handmade items while learning about running a business.

Attached: [Dream Big Market – Youth Marketplace Information](#)

Dufferin Board of Trade Newsletter – April 2022

Headwaters Communities in Action (HCIA)

Representative: Councillor Darren White

Highlights: Headwaters Communities In Action continues to partner with Dufferin County on the Community Safety and Well Being Integration Table. Dufferin County 2021 grant stories are being shared and the 2022 grant recommendations report has been submitted for consideration. HFFA and Farm to School are working on a new website, remote education options and learning circle goals. DC MOVES and Dufferin County Equity Collaborative are proceeding with a Lived Experience initiative. Volunteer

Dufferin continues to work with the Upper Grand District School Board to promote volunteer opportunities for students.

Attached: Headwaters Communities in Action Meeting Report – February 2022

Western Ontario Wardens' Caucus (WOWC)

The WOWC Economic Development Committee met on March 25, 2022 at 10 am via Zoom. Chair George Bridge took the opportunity to introduce the new WOWC Executive Director Kate Burns Gallagher. Kate was previously the Economic Development Director and was recently appointed as first Executive Director for the WOWC. The main focus of the meeting was to provide an overview of the recently completed WOWC Workforce: Planning for Prosperity strategy and publication. More information is available at <https://workforcestrategy.wowc.ca/>.

The full Caucus met on April 1, 2022 at 10 am via Zoom. Chair George Cornell welcomed Phillipe Murphy-Rhéaume, Canada Policy Director, for the Great Lakes and St. Lawrence Cities Initiative, to provide an overview of the work the organization is doing to give municipalities a voice on Great Lakes-St. Lawrence water/shoreline issues. Barry Field from SWIFT provided an update indicating that most projects have gone well and are nearing completion but that there have been some issues and delays which they are continuing to work through. Justin Bromberg, WOWC Manager of Government relations then led the Caucus through a review/update of strategic priorities. The Caucus will continue to focus on economic development specifically workforce and attainable housing as well as ongoing support for improved broadband access. New for 2022 was a discussion and agreement on the requirement to advocate for additional mental health supports across the region.

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

Next Meeting date:

WOWC CAOs May 13, 2022 via zoom

WOWC Full Caucus Jun 10, 2022 via zoom

SWIFT Board of Directors

Representative: Councillor Chris Gerrits

Highlights: SWIFT announced that the construction of two high-speed networks in Grey County are now complete and offering 1,040 homes and businesses within the

municipality of West Grey with access to fast reliable broadband connectivity. The regional Southwestern Ontario broadband expansion project is also reported that construction has now begun on an additional three awarded fibre-to-the-home projects to collectively expand high-speed internet service to an additional 1,871 homes and businesses throughout Grey County.

Attached: [Media Release – April 1, 2022 – SWIFT Continues to Expand High-Speed Internet Access in Grey County](#)

Wellington-Dufferin Rural Water Quality Program

Representative: Councillor Guy Gardhouse

Highlights: The Committee reviewed three applications in Dufferin County that were approved for a total grant allocation of \$5,368.

Attached: Wellington-Dufferin RWQP Review Committee Meeting Minutes
March 15, 2022

Recommendation

THAT the report of the Chief Administrative Officer, dated April 14, 2022, with respect to Reports from Outside Boards, be received.

Respectfully Submitted by:

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

Michelle Hargrave

From: Diana @ the Dufferin Board of Trade <diana@dufferinbot.ca>
Sent: Tuesday, April 5, 2022 8:35 AM
To: information
Subject: Laurel, here's the latest local business news you can use - April edition

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



Greetings Fellow Members of the Dufferin Business Community!

I hope that between the time when I write this and you read it that the sleet, snow, freezing rain and wind that we've experienced the last few days have turned to some sun and nicer weather. This winter much like Covid doesn't want to

completely let go.

Your Board of Trade has been busy over the last several weeks planning for the Industry Luncheon this Thursday, April 7th with our partners from the Greater Dufferin Homebuilders Association and the Rotary Club of Orangeville. It is great to see this event return and it will be better still to see so many of you at it in person. It promises to be a great event that wouldn't be possible without our many sponsors.

Next month DBOT will be holding its annual general meeting and I hope that many of you will tune in to see all of the hard work that gets done behind the scenes (mostly by our wonderful staff)! I urge you to

participate in our board and consider one of the two openings that we currently have. It is a great group and I am sure that you would enjoy working with them as I do.

They are a little further down the line but planning is already underway for the Business Excellence Awards as well as municipal all candidates events both provincially and municipally in the fall.

If there is anything that DBOT can do to help your business thrive or to advocate on your behalf we will do our best to be there for you!

Doug Harkness BA, MBA
Chair-elect, Dufferin Board of Trade
doug@dufferinbot.ca

CONNECT

Join our Board of Directors



Can you help us help local business thrive?

We have two upcoming vacancies on our Board of Directors. We are looking for local business owners or managers who can provide

governance to our organization, help shape our strategic plan and priorities, and help local business.

Our board meets six times a year. The time commitment of a director is about 2–4 hours per month on average.

Email our Executive Director for an application form.

Email

Dream Big Youth Market



Meet over 30 of Dufferin's youngest entrepreneurs at the **Dream Big Youth Market**. Vendors aged 12–25 will be selling their handmade items while learning about running a business. Show your support for our young entrepreneurs and find some unique, locally-made treasures.

Dream Big Youth Market



Join us via Zoom for our 2022 AGM

We'll recap our successes from 2021 and share our exciting new projects coming up in 2022.

[Register](#)

SAVE Money

MeridianTM
OCC Affinity Partner

2022 Federal Budget Submission

The pandemic shed light on vulnerabilities in Canada's critical infrastructure. The federal government's 2022 Budget must include key investments in health, climate resilience, transit, and broadband to support growth and recovery. The Ontario Chamber of Commerce and Ontario Chamber Network released their 2022 Federal Budget Submission focused on three pillars – economic recovery, resilient communities, and regulation & fiscal policy.

Federal Budget Recommendations

NEWS FROM COMMUNITY PARTNERS

Dufferin County Launches 2022 Bill Hill Scholarship Program

Apply
TODAY



BILL HILL SCHOLARSHIP



APPLICATION
DEADLINE:

May 15, 2022



Seven \$2,500 scholarships for post-secondary education and training

Dufferin County announces the return of the Bill Hill Scholarship program. Introduced by former Warden Hill in 2015, the program recognizes seven students who pursue post-secondary education and training in the areas of science and technology, business and social sciences, agriculture and environmental studies, arts, and skilled trades.

To qualify, students must submit a 300-word essay and proof of admission to a post-secondary institution or training program by May 15, 2022.

For more information and complete application details, click below.

[More details](#)

How can we help you?

Hello Laurel,

We are all in this together. If there is something you need please reach out to us.

Diana Morris, Executive Director

diana@dufferinbot.ca | 519-941-0490 x 202

Paige Maywood, Administrative Assistant

paige@dufferinbot.ca | 519-941-0490 x 200

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REPORT TO COUNCIL

Headwaters Communities in Action

Representative: Councillor Darren White
Meeting report of March 2022

Highlights: HCIA continues to partner with CSWB Integration Table and DC Climate Action. DC Grants 2021 stories shared and 2022 report submitted. HFFA and Farm to School working on new website, remote education options and learning circle goals. DC MOVES and Volunteer Dufferin partner on resource sharing, Forum and DCEC work.

Primary Activities:

HCIA Admin:

- **Dufferin County Community Safety and Wellbeing Integration Table** met on March 15. meeting planning and development of dashboard and lead table reporting procedures. A report template for the Lead Tables has been developed, plans are in progress for the year 1 annual report and year 2 work plan, as well as sustainability plans, communications plans, including how to share progress and information with the community/general public.
- HCIA has begun working on strategy and plan development for its strategic plan, communications, fundraising and recruitment for HCIA Leadership Council and contractors.
- New employer volunteering programs have introduced new funding and support for **Trails** projects.

- **PROJECT NEWS:**

- **Dufferin County Community Grants:** 2021 recipient stories shared on social media, local newspapers and here:
<https://headwaterscommunities.org/community-grants/>
March 24 General Government Services meeting did not proceed so the 2022 report of recommendations will be presented to Council April 14th.
- **Volunteer Dufferin:** 22.4% of registered volunteers (496 of 2215) identified as Youth in their profiles (35.5% did not specify any age category, so real number likely higher). Participated with UGDSB to promote volunteer opportunities for students seeking community involvement hours as well as Co-op and SHSM credits. We are co-captaining a team for the Earth Month ecochallenge.org with UGDSB and DC Climate Action; the theme is the SDGs. Partnered with DC MOVES on March Forum, continuing the funding conversation from December. National Volunteer Week is April 24-30.
- **HFFA and Farm to School:** HFFA Hub met on April 1 and heard from COIL about their Resource Exchange initiative, and from Martina Rowley about Sustainable Orangeville and Urban Harvest. An Events Subcommittee has been formed to plan summer dinner series and other activities. Bi-monthly newsletters continue featuring Food Charter pillars and relevant local content. Planning and fundraising for the 2022 Farm Fresh Guide is underway. A website redesign is in progress to bring 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 to accommodate both in-class and remote learning. More virtual farmer visits are booked for April/May/June in coordination with UGDSB and their Square Foot Gardening project, reaching 25 schools in Dufferin and Wellington. Ontario Trillium Foundation grant for Farm to School has been extended to end of May. The School Food Learning Circle is refining the vision and goals for the group, and interview were conducted for an evaluation video. Sustain Ontario recently wrapped the 2022 round of the Salad Bar Grants across Canada.

- **DC MOVES** The March 22, 2022 Forum was held on the theme: Beyond Grant Writing, continuing the funding discussion with Cathy Mann of The Fundraising Lab. DC MOVES 2021 Year End Report is on the website for public viewing – the first year this document has been available online. DC Equity Collaborative is planning to proceed with a Lived Experience initiative. Information sharing continues through What's On The MOVES newsletters and Did You Know bulletins.

Wellington-Dufferin RWQP Review Committee Meeting Minutes

March 15, 2022

1:30 p.m. – 4:00 p.m.

Virtual Teams Meeting

Committee members present:

Meagan Ferris, County of Wellington

Henk Denhartog, Christian Farmers Federation of Ontario

Lisa Hern, Wellington Federation of Agriculture

Ken Musselman, Wellington Soil and Crop Improvement Association

Andrew Barrie, OMAFRA

Guy Gardhouse, County of Dufferin

Conservation Authority Staff Present:

Louise Heyming, Grand River

Anne Loeffler, Grand River

Kelly Gibson, Grand River

Dwayne Gilbert, Grand River

Sue Brocklebank, Grand River

Holly Shipclark, Credit Valley

Ben Van Dieten, Maitland Valley

1. Welcome and Introductions

L. Heyming announced that Anne Loeffler will be retiring from the Grand River Conservation Authority at the end June 2022; her job position is currently posted and it is hoped that there will be a new staff to fill her role by May. Congratulations to Anne and her long career with the GRCA and Rural Water Quality Program.

Dufferin County has expressed interest in aligning its Rural Water Quality Program with its climate change action plan. There may be interest in sharing ideas between the Dufferin and Wellington programs to update guidelines.

2. Dufferin RWQP

a) Financial Update

- L. Heyming provided a budget update. The opening balance for the Dufferin RWQP is \$37,251. With project allocations, grant payments made in early 2022 and some estimated promotion, this leaves a balance of \$377. G. Gardhouse announced that the county allocation would double to \$40,000 for 2022; therefore, there is \$40,377 remaining in the budget to allocate to 2022 projects.

b) Review of Dufferin Applications

- Three projects were brought forward for consideration. All were approved for a total grant allocation of \$5,368 (see Table 1).

2. Wellington RWQP

a) Financial Update

- L. Heyming provided a budget update. The Wellington RWQP had an opening balance of \$306,211 with project allocations and estimated expenditures of \$296,023 leaving a remainder of \$10,188. The County of Wellington has provided \$425,000 for 2022 of which \$50,000 is traditionally reserved for non-farm well projects. In 2021 there was an over subscription for this funding and a few projects were conditionally approved based on the 2022 allocation. This leaves \$46,958 for non-farm well projects and \$388,230 for farm projects in 2022.

b) Review of Wellington RWQP Applications

Review of Manure Applications: Three manure storage projects, and their associated projects (NMP, deadstock composting, clean water diversion) were brought forward for consideration. All projects were approved for a total of \$87,250 (see Table 2). Committee discussion as follows:

Wellington #217 (Manure storage, NMP, deadstock composting): The proposed design for the manure storage had a wall height of 2'. Even though the applicant does not plan to stack the manure (indoor windrow composting), the guidelines require that the wall height must be a minimum of 4'. It was noted that the entrance to the proposed manure storage area is close to a crushed stone inlet. Andrew confirmed that the tile inlet would be addressed through the Nutrient Management Act regulatory requirements. The regulation specifies that inlets must be bermed (to redirect surface flow) or removed if they are within a certain distance to a manure storage. Lastly, the proposal for the deadstock composting was based on a one-bin system. OMAFRA's factsheet on [Deadstock disposal options for on-farm](#) identifies that a 3-bin system is preferred to allow for composted materials to be rotated so that thorough decomposition occurs. The projects were approved on the condition that the final design meets all funding and regulatory requirements.

Wellington #1827 (Manure storage, NMP, clean water diversion): Approved on the condition of completing an Environmental Farm Plan.

Review of Non-Farm Well Applications: Two applications were brought forward for consideration. Both projects were approved for a total of \$3,000. (see Table 3).

Review of Farm Well Applications: Three applications were brought forward for consideration. All projects were approved for a total of \$6,500 in grant funding (see Table 4). Committee discussion as follows:

Wellington #1920 (Well upgrade): The well upgrade is complete, but the old well must be decommissioned before the well upgrade (new drilled farm well) funding can be provided. The project was approved on the condition the old well is decommissioned.

Wellington #1923 (Well upgrade): The committee asked about if the licensed well contractor removes the old casing during well upgrade or well decommissioning projects. In the case of well decommissionings, and as per *O. Reg 903 Wells*, well casings are removed, where reasonably possible,

to the abandonment barrier (e.g., bentonite) or approximately two metres below the surface. Licensed well contractors must conform to this regulation and supply a well record on project completion to the Ministry of Environment, Conservation and Parks and to RWQP program staff. The project was approved.

Review of All Other Applications: Five projects were brought forward for funding consideration. All projects were approved for a total of \$27,141 in grant funding (see Table 5). Committee discussion as follows:

Wellington #1446 (Erosion control): The committee was concerned that the proposed tiling to outlet the water and sediment control basins may impact the existing subsurface tile, and possibly cut off the 4" tiles. It was also suggested that the applicant consider enlarging the main tile even further; the original proposal is to enlarge the main from 8" to 10". Lastly, the committee directed that the applicant must determine if a site alteration permit is required for the volume of soil to create three large berms. The committee directed staff to communicate these concerns to the applicant. The project was approved as presented.

Wellington #1887 (Natural area restoration): The committee discussed the impact to water quality and determined that the plants and shrubs would provide a buffer to the existing wetland. The project was approved for the cost-share payment. The project was ineligible for the incentive payment as the area was previously taken out of farm production.

Wellington #1925 (Crop nutrient plan): The committee reminded staff that they would like to see examples of prepared plans. The project was approved.

3. Other Business

- Staff will prepare a presentation on the crop nutrient plan project category for the next meeting.

4. Next Meeting – TBD

- To be scheduled as needed – likely June 2022

Dufferin RWQP Projects - March 15, 2022

Table 1: Dufferin RWQP Projects -March 15, 2022

File #	Project	Est. Cost	Est. Grant	Incentive	Mun well	WHPA	Vul	ICA	Decision
35	tree planting	\$ 1,553	\$ 1,165	\$ -	n/a	n/a	n/a	n/a	1 - Approved
164	tree planting	\$ 7,302	\$ 3,299	\$ -	n/a	n/a	n/a	n/a	1 - Approved
174	well decomm	\$ 904	\$ 904	\$ -	n/a	n/a	n/a	n/a	1 - Approved
Total		\$ 9,759	\$ 5,368	\$ -					

Wellington RWQP Projects - March 15, 2022

Table 2: Wellington manure storage projects

File #	Project	Est. Cost	Est. Grant	Incentive	WHPA	Vul	ICA	Decision
217	manure storage	\$ 74,545	\$ 25,000	\$ -	Harriston D	2	no	2 - Approved on condition final design meets funding and regulatory requirements
	NMP	\$ 2,000	\$ 1,500	\$ -				1 - Approved
	deadstock composting	\$ 5,500	\$ 2,750	\$ -				2 - Approved on condition final design meets funding and regulatory requirements
1011	manure storage	\$ 125,000	\$ 25,000	\$ -	no	n/a	n/a	1 - Approved
	NMP	\$ 2,000	\$ 1,500	\$ -				1 - Approved
1827	manure storage	\$ 67,000	\$ 25,000	\$ -	no	n/a	n/a	2 - Approved on conditional of completing EFP
	cwd	\$ 10,000	\$ 5,000	\$ -				
	NMP	\$ 2,000	\$ 1,500	\$ -				
TOTAL		\$ 288,045	\$ 87,250	\$ -				

Wellington RWQP Well Projects - March 15, 2022

Table 3: Wellington County non-farm well projects

File #	Project	Age (yrs)	Depth (ft)	Diameter (")	Test results	Type	WHPA	Vul	ICA	Est. Cost	Est. Grant	Decision
1922	well decomm	?	?	44	not taken	dug	C Cent Well	6	yes	\$ 1,500	\$ 1,500	1 - Approved
1926	well decomm	51	75	4	positive - e.coli	drilled	Guelph B	10	no	\$ 2,260	\$ 1,500	1 - Approved
TOTAL										\$ 3,760	\$ 3,000	

Table 4: Wellington County RWQP farm well projects

File #	Project	Age (yrs)	Depth (ft)	Diameter (")	Test results	Type	WHPA	Vul	ICA	Est. Cost	Est. Grant	Decision
1920	well decomm	47	127	4	poor	drilled	no	n/a	n/a	\$ 3,250	\$ 2,500	1 - Approved
1920	well upgrade	0	-	6	-	drilled	no	n/a	n/a	\$ 8,478	\$ 2,000	2 - Approved on condition old well is decommissioned
1923	well upgrade	>30	140	5	not taken	drilled	no	n/a	n/a	\$ 3,000	\$ 2,000	1 - Approved
TOTAL										\$ 14,728	\$ 6,500	

Wellington RWQP Projects - March 15, 2022

Table 5: Wellington other projects

File #	Project	Est. Cost	Est. Grant	Incentive	WHPA	Vul	ICA	Decision
1417	tree planting	\$ 7,446	\$ 3,723	\$ -	-	-	-	1 - Approved
1446	erosion control	\$ 22,000	\$ 15,000	\$ -	-	-	-	1 - Approved
1887	natural area restoration	\$ 3,782	\$ 3,026		-	-	-	1 - Approved
1924	tree planting	\$ 4,240	\$ 3,392	\$ -	-	-	-	1 - Approved
1925	crop nutrient plan	\$ 2,790	\$ 2,000	\$ -	Guelph D	6,4,2	no	1 - Approved
	TOTAL	\$ 40,258	\$ 27,141	\$ -				

REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Cody Joudry, Director of Planning & Tourism

Meeting Date: April 14, 2022

Subject: Motion to Exempt Surplus Farm Dwellings from Minimum Distance Separation (MDS) Requirements

In Support of Strategic Priorities:

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

PURPOSE

The purpose of this report and attached correspondence from the County's Planning consultants WSP is to provide planning policy information related to the Minimum Distance Separation requirement for surplus farm dwellings.

BACKGROUND & DISCUSSION

At the January 13, 2022 Council meeting, the following Notice of Motion was presented by Councillor Bob 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.

The motion was discussed at the February 10 Council meeting and staff were asked to bring back further information on this matter. The County's Planning consultants WSP, has provided policy context and recommendations in respond to the proposed motion to exempt surplus farm dwellings from the Minimum Distance Separation Formulae requirements.

Recommendation

THAT the report from the Director of Development & Tourism, dated April 14, 2022, regarding Motion to Exempt Surplus Farm Dwellings from Minimum Distance Separation (MDS) Requirements, be received.

Respectfully Submitted,

Cody Joudry
Director of Development & Tourism

Reviewed by: Sonya Pritchard, Chief Administrative Officer

Attachments: Correspondence from WSP, dated April 1, 2022



April 1, 2022

Project Number: 15M-00152-01

Cody Joudry
Development and Tourism
Dufferin County
30 Centre Street
Orangeville, ON L9W 2X1

Dear Mr. Joudry,

Subject: Motion to Exempt Surplus Farm Dwellings from MDS Requirements

At the January 13th, 2022 Dufferin County Council meeting the following notice of motion was given:

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.

This motion was discussed further at the February 10th, 2022 Council meeting. Staff were asked to bring back further information on this matter.

This memo provides policy context and recommendations in response to the proposed motion to exempt surplus farm dwellings from Minimum Distance Separation Formulae requirements.

Background and Planning Framework

The Provincial Policy Statement 2020 was issued under Section 3 of the Planning Act and came into effect on May 1, 2020. The Act requires that decisions affecting planning matters “shall be consistent with” policy statements issued under the Act.

PPS policies related to MDS include policies 1.1.5.9 and 2.3.3.3 which respectively state that on rural lands and in prime agricultural areas, “new land uses, including the creation of lots, and new or expanding livestock facilities shall comply with the Minimum Distance Separation Formulae”.

The Minimum Distance Separation (MDS) formulae and guidelines are land use planning tools used to determine appropriate setback distances between sensitive land uses like homes, and livestock barns, manure storages or anaerobic digesters, with the objective of minimizing land use conflicts and nuisance complaints related to odour.

To be consistent with the above-noted PPS policies, all planning decisions made on or after March 1, 2017, for new land uses, including the creation of lots, and the adoption of an Official Plan or amendment are required to comply with the MDS Formulae.

The Dufferin County Official Plan, section 4.2.5(c) currently states:

Where a previous or current farm acquisition has rendered a residence surplus to a farming operation, a consent may be permitted subject to the following conditions:

- i. the retained farm parcel will be zoned so as to prohibit the construction of any additional dwellings;
- ii. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and
- iii. the surplus dwelling parcel will be subject to Minimum Distance Separation I setback provisions, and be zoned to recognize the non-farm residential use, as required.

The Dufferin County Municipal Comprehensive Review is currently underway to update the Dufferin County Official Plan to implement new policy direction from the province including MDS requirements.

Implementing the Minimum Distance Separation Formulae

“MDS I” setbacks are applied when a new or expanding non-agricultural land use is proposed in proximity to an existing agricultural building or facility. “MDS II” setbacks are applied when new or expanding agricultural buildings and facilities are proposed in proximity to existing non-agricultural land uses.

In most cases, MDS I setbacks are implemented when land use planning applications are made under the Planning Act. MDS II setbacks are implemented when the building permit applications are submitted to the Chief Building Official.

The MDS Guideline Document (Guidelines 7, 8 and 9) provides limited options for exemptions from the MDS I setback formula, however, such exemptions are strongly discouraged since there are no exemptions from MDS II available. This means new or expanding agricultural buildings and facilities will continue to be impacted by sensitive land uses that received an exemption.

MDS I is not intended to apply in cases where the existing dwelling to be severed and a nearby livestock facility or anaerobic digester are located on separate lots prior to the consent, but municipalities may choose to require MDS I setbacks in this case.

In the case of Surplus Farm Dwelling severances, the MDS guidelines require an MDS I setback for a proposed lot with an existing dwelling when prior to the consent, that dwelling is located on the same lot as an existing livestock facility or anaerobic digester. There is no opportunity for municipalities to provide an exemption from this requirement.

Conclusions and Recommendation

The County Official Plan is required to be consistent with the Provincial Policy Statement, 2020. The PPS requires that surplus farm dwelling severances must comply with the Minimum Distance Separation Formulae. Therefore, the removal of MDS requirements from the County Official Plan would not be consistent with the PPS, and would not be approved by the Province.

We recognize that the Official Plan policies related to MDS are somewhat ambiguous and property owners may not have understood the full context and implications of applying MDS. The MCR provides an opportunity to review and evaluate the current policies and update them as necessary to improve planning outcomes in the County.

As an alternative to the proposed exemption from MDS requirements, we propose that the Official Plan update include new policies based on the following principles:

- Provide general MDS policies that describe MDS in more detail, including the intended outcomes of its implementation;
- Establish a clearer process for evaluating surplus farm dwelling severances, including complete application requirements;
- Directly address the options provided by the MDS Guidelines for exemptions; and
- Clearly set out the options available to local municipalities, including how to implement MDS through local Official Plans and Zoning By-laws.

As the MCR process continues there will be opportunities for County and local Councils to review and provide comments on the proposed policies.

Sincerely,



Matt Alexander, MCIP, RPP
Project Manager



REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Cody Joudry, Director of Planning & Tourism

Meeting Date: April 14, 2022

Subject: Provincial Growth Plan – Notice of Motion

In Support of Strategic Priorities:

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

PURPOSE

The purpose of this report and attached correspondence from the County's Planning consultants WSP is to provide planning policy information related to points raised in the Notice of Motion presented at the March 9, 2022 Council meeting, that is being considered at the April 14, 2022 Council meeting.

BACKGROUND & DISCUSSION

At the March 9, 2022 Council meeting, the following Notice of Motion was presented by Councillor John Creelman:

WHEREAS the Province of Ontario has required the submission of a Conformity Report to the Growth Plan to be approved by Dufferin County Council and submitted to the Province no later than July 2022;

AND WHEREAS a Lands Need Analysis has been prepared by our consultant WSP and presented to the Community Development and Tourism Committee on January, 2022;

AND WHEREAS municipal consultation is underway and will be considered prior to undertaking any public consultation;

NOW THEREFORE BE IT RESOLVED THAT County Council request WSP to incorporate the following guidelines and principles in the completion of the Land Use Analysis and any subsequent Official Plan policies:

- **While acknowledging the Province’s growth targets, the County of Dufferin believes this anticipated growth is best met in urbanized and serviced areas/ communities, which is a clearly an establish principle of the Growth Plan;**
- **Existing municipal inventories of potential residential units should be respected and be included in any growth targets;**
- **Municipal ‘employment lands’ should only be converted for residential purposes in rural or settlement areas outside built boundaries when on existing full services and subject to a comprehensive municipal review of employment and residential designations;**
- **Water and sewage constraints should determine where growth can occur, not through a paper allocation exercise;**
- **Growth should not occur at the expense of the environment. Planning conditions and controls imposed through Provincial Plans such as the Niagara Escarpment Plan, Greenbelt Plan and Oak Ridges Moraine Plan must be respected. Policies and regulations of the local Conservation Authorities should not be compromised;**
- **Growth targets should not be met by non-consensual boundary adjustments (i.e. annexations/amalgamations) in Dufferin County;**

AND THAT the County of Dufferin advise the Ministry of Municipal Affairs that because of the need for further review and analysis, the County will not be submitting the Conformity Amendment until July 2023.

Staff asked WSP to provide an overview of the planning policies related to the ones that are within the motion and how they will be addressed through the current Municipal Comprehensive Review (MCR).

Recommendation

THAT the report from the Director of Development & Tourism, dated April 14, 2022, regarding Provincial Growth Plan – Notice of Motion, be received.

Respectfully Submitted,

Cody Joudry
Director of Development & Tourism

Reviewed by: Sonya Pritchard, Chief Administrative Officer

Attachments: Correspondence from WSP, dated March 31, 2022



March 31, 2022

Project Number: 15M-00152-01

Cody Joudry
Development and Tourism
Dufferin County
30 Centre Street
Orangeville, ON L9W 2X1

Dear Mr. Joudry,

**Subject: Community Development & Tourism Committee – March 24, 2022
– Item #5 Motion**

The purpose of this memo is to provide planning policy background information related to the points raised in the Motion being presented to the Dufferin County Council at its meeting on April 14, 2022. The motion reads as follows:

WHEREAS the Province of Ontario has required the submission of a Conformity Report to the Growth Plan to be approved by Dufferin County Council and submitted to the Province no later than July 2022;

AND WHEREAS a Lands Need Analysis has been prepared by our consultant WSP and presented to the Community Development and Tourism Committee on January, 2022;

AND WHEREAS municipal consultation is underway and will be considered prior to undertaking any public consultation;

NOW THEREFORE BE IT RESOLVED THAT County Council request WSP to incorporate the following guidelines and principles in the completion of the Land Use Analysis and any subsequent Official Plan policies:

- While acknowledging the province's growth targets, the County of Dufferin believes this anticipated growth is best met in urbanized and serviced areas/ communities, which is a clearly an establish principle of the Growth Plan;
- Existing municipal inventories of potential residential units should be respected and be included in any growth targets;
- Municipal 'employment lands' should only be converted for residential purposes in rural or settlement areas outside built boundaries when on existing full services and subject to a comprehensive municipal review of employment and residential designations;

- Water and sewage constraints should determine where growth can occur, not through a paper allocation exercise;
- Growth should not occur at the expense of the environment. Planning conditions and controls imposed through Provincial Plans such as the Niagara Escarpment Plan, Greenbelt Plan and Oak Ridges Moraine Plan must be respected. Policies and regulations of the local Conservation Authorities should not be compromised;
- Growth targets should not be met by non-consensual boundary adjustments (i.e. annexations/amalgamations) in Dufferin County;

AND THAT the County of Dufferin advise the Ministry of Municipal Affairs that because of the need for further review and analysis, the County will not be submitting the Conformity Amendment until July 2023.

The following is an overview of planning policies related to the above-noted guidelines and principles and the ways in which they are, or will be, addressed by the Municipal Comprehensive Review (MCR).

1. While acknowledging the Province’s growth targets, the County of Dufferin believes this anticipated growth is best met in urbanized and serviced areas/communities, which is a clearly an established principle of the Growth Plan;

The first guideline has been a general principle throughout the MCR process and has been incorporated within the Conformity Report to the Growth Plan (still in progress). It is a policy of the Growth Plan that the majority of growth will be directed to ‘settlement areas’.

Among settlement areas, growth is to be prioritized to those with a delineated built boundary, with existing or planned municipal water and wastewater systems, and where complete communities can be supported. In contrast, growth is to be limited in settlement areas that are rural, are not serviced, and are in the Greenbelt Area.

The above-noted guideline has been incorporated through the MCR process and the Conformity Report to the Growth Plan.

2. Existing municipal inventories of potential residential units should be respected and be included in any growth targets;

The land needs analysis prepared as part of the MCR (presented to the Community Development and Tourism committee on January 27, 2022) was based on residential land inventories determined in consultation with local municipalities.

The above-noted guideline has been incorporated through the MCR process and the Conformity Report to the Growth Plan.

3. Municipal ‘employment lands’ should only be converted for residential purposes in rural or settlement areas outside built boundaries when on

existing full services and subject to a comprehensive municipal review of employment and residential designations;

The County Official Plan does not currently identify or designate employment lands. The MCR team is working with local municipalities to identify employment lands to be designated by the County Official Plan, however, the conversion of employment lands to residential uses is not part of the County MCR project.

Any employment areas that are not designated in the County OP as a result of the MCR may be converted by the local municipality in which they are located, through a local Municipal Comprehensive Review, subject to the following policies of Section 2.2.5.9 of the Growth Plan:

- there is a need for the conversion;
- the lands are not required over the horizon of this Plan [the Growth Plan] for the employment purposes for which they are designated;
- the municipality will maintain sufficient employment lands to accommodate forecasted employment growth to the horizon of this Plan;
- the proposed uses would not adversely affect the overall viability of the employment area or the achievement of the minimum intensification and density targets in this Plan, as well as the other policies of this Plan; and
- there are existing or planned infrastructure and public

Section 2.2.5.10 allows for the conversion of employment lands before completion of a Municipal Comprehensive Review, subject to the above-noted requirements and additional criteria.

The above-noted guideline has been incorporated through the MCR process and the Conformity Report to the Growth Plan.

4. Water and sewage constraints should determine where growth can occur, not through a paper allocation exercise;

It is a key principle of the Growth Plan that the majority of growth will be directed to urban settlement areas where there are existing or planned services. All local municipalities have been consulted regarding their ability to accommodate the proposed growth allocations. In all cases, the municipalities have existing capacity to service growth in the short term, and have plans to expand servicing capacity in the long term.

Through the development approval process, municipalities have the authority to withhold final approval of any development that would exceed the capacity of municipal sewer and water services.

The above-noted guideline has been incorporated through the MCR process and the Conformity Report to the Growth Plan.

5. Growth should not occur at the expense of the environment. Planning conditions and controls imposed through Provincial Plans such as the Niagara Escarpment Plan, Greenbelt Plan and Oak Ridges Moraine Plan

must be respected. Policies and regulations of the local Conservation Authorities should not be compromised;

The MCR is required to conform with the Niagara Escarpment Plan, Greenbelt Plan and Oak Ridges Moraine Plan. The Ministry of Municipal Affairs and Housing will circulate the updated Official Plan to all relevant ministries to ensure it does not conflict with these plans, and that any proposed settlement area expansions are appropriately justified in the context of Provincial policy.

The above-noted guideline has been incorporated through the MCR process and the Conformity Report to the Growth Plan.

6. Growth targets should not be met by non-consensual boundary adjustments (i.e. annexations/amalgamations) in Dufferin County;

The MCR team is working closely with local municipalities to identify the size and location of appropriate lands for expansion of settlement areas, where necessary. Annexation, or amalgamation of municipalities is not part of the MCR and cannot be achieved through the MCR process.

The MCR is required by the Growth Plan to designate lands and establish targets for intensification and greenfield densities to accommodate the population and employment growth forecasts for Dufferin County provided in Schedule 3 of the Growth Plan. The Province has authority, under the Planning Act, to modify the County Official Plan update to meet the requirements of the Growth Plan.

The above-noted guideline has been incorporated through the MCR process and the Conformity Report to the Growth Plan.

7. AND THAT the County of Dufferin advise the Ministry of Municipal Affairs that because of the need for further review and analysis, the County will not be submitting the Conformity Amendment until July 2023.

The MCR project continues to aim for completion by July 1, 2022. Setting a new completion target of July, 2023 will allow more time to resolve concerns that have been raised by local municipalities regarding land needs forecasts, and identification of settlement area expansion lands.

The proposed completion target will also result in additional project management costs including additional meetings with County and local municipal staff, additional circulations of draft documents and policies, or other unanticipated tasks which are not part of the current budget of the project.

The intent of the MCR process is to work collaboratively with the local municipalities to ensure the MCR conforms with the Growth Plan as required, while achieving the planning objectives of the local municipalities.

We hope this provides helpful context when discussing the proposed motion.

Sincerely,



Matt Alexander, MCIP, RPP
Project Manager



Angela Zhao, MCIP, RPP
Project Planner

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 14th day of April, 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 14th day of April, 2022.

Wade Mills, Warden



Michelle 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 2022-13

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 GEORGIAN COLLEGE OF APPLIED ARTS & TECHNOLOGY. (Lease Agreement – Mel Lloyd Centre)

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

1. That the agreement between the County of Dufferin and Georgian College of Applied Arts & Technology, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to ratify such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 14th day of April, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk

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THIS LEASE made the 24th day of March 2022.

BETWEEN:

CORPORATION OF THE COUNTY OF DUFFERIN

(the "Landlord")

AND

THE GEORGIAN COLLEGE OF APPLIED ARTS & TECHNOLOGY

(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: | The Georgian College of Applied Arts & Technology |
| | Address: | One Georgian Drive, Barrie, ON L4M 3X9 |
| (c) | Indemnifier: | Not applicable |
| (d) | Building: | Mel Lloyd Centre, 167 Centre Street,
Shelburne, ON |
| (e) | Premises: | Located within or near Dufferin Employment
Resource Centre as described in Section 1.2
(m) |
| (f) | Rentable Area of Premises: | 100 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): \$_____

Period	Per Sq. Ft/year	Per year	Per Month
April 1, 2022 to March 31, 2023	\$17.74	\$1,774.00 +HST	\$147.83 +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" 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) Building or Common Areas; and
- m) do and perform such other acts in and to the Lands, Building and Common Areas as the Landlord determines to be advisable or necessary.

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

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

4.8 No Abatement

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

4.9 Fire Alarm System

So long as the Tenant in occupation of the Premises is Georgian College of Applied Arts & Technology 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 (24) hours' 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 Georgian College of Applied Arts & Technology, 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, a 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:

A black ink signature, appearing to be 'Wade Mills', written over a horizontal line.

Name: Wade Mills,

Title: Warden

Per:

A blue ink signature, appearing to be 'Michelle Dunne', written over a horizontal line.

Name: Michelle Dunne

Title: Clerk

We have authority to bind the Corporation.

TENANT**THE GEORGIAN COLLEGE OF APPLIED ARTS AND
TECHNOLOGY**Per: Angela Lockridge

Name: Angela Lockridge

Title: VP, Student Success and Corporate Services

I have authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION

PIN: 341300033

ROLL NUMBER: 222100000101500

CON 2 W PT LOT 32

SCHEDULE "B"
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,

rag, 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 2022-14

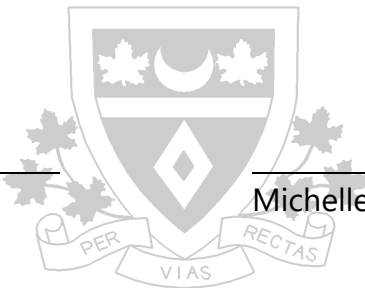
A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING. (Homelessness Prevention Program – Transfer Payment Agreement)

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

1. That the Agreement between the County of Dufferin and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 14th day of April, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk

MULTI-PROGRAM ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 1st day of April, 2022 (the “**Effective Date**”)

B E T W E E N:

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “**Province**”)

- and -

County of Dufferin

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The Agreement, together with:

Schedule “A” - General Terms and Conditions,

and in respect of each Program funded under this Agreement,

Schedule “B” - Program Specific Information and Additional Provisions

Schedule “C” - Program

Schedule “C-1” Capital Component

Schedule “C-2” Program Guidelines

Schedule “D” - Reports, and

any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the provisions in Schedule "A" and the provisions of any other Schedule, the following rules will apply:
- (a) the Parties will interpret any other Schedule in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
 - (b) where it is not possible to interpret the other Schedule in a way that is consistent with the provisions in Schedule "A", the other Schedule will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS & E-SIGNATURES

- 3.1 This Agreement may be executed and delivered in counterparts by electronic means, including by email transmission in PDF format, and the Parties may rely on such electronic execution as though it were an original hand-written signature.

4.0 AMENDING THE AGREEMENT

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 The Recipient acknowledges that:
- (a) the Funds are to assist the Recipient to carry out the Programs and not to provide goods or services to the Province;
 - (b) the Province is not responsible for carrying out the Programs; and
 - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name:

Title:

COUNTY OF DUFFERIN

March 28, 2022
Date




Name: Wade Mills

Title: Warden

I have authority to bind the Recipient.

March 28, 2022
Date



Name: Rebecca Whelan

Title: Deputy Clerk

I have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means, in respect of a Program, the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Annual Funding Allocation" in respect of each Funding Year, means the amount that the Province notionally allocates to the Recipient for a Program.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Capital Component" means the component of the Program governed by Schedule "C-1" and the Program Guidelines.

"Community Homelessness Prevention Initiative" means the Service Manager Service Agreement entered into by the Province and the Recipient effective as of January 1, 2013.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

“Expiry Date” means the date on which the Agreement will expire and is the latest date set out in Schedule “B” in respect of a Program funded under this Agreement.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Home for Good” means the Ontario Transfer Payment Agreement entered into by the Province and the Recipient, if applicable.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Investment Plan” means an Investment Plan substantially in the form of Appendix “A” to Schedule “D.”

“Maximum Funds” means, in respect of a Program, the maximum Funds set out in Schedule “B.”

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the Program described in Schedule “C”, Schedule C-1” and Schedule “C-2”.

“Program Guidelines” means the guidelines for the Program attached as Schedule “C-2”, as amended by the Province from time to time, and any future supplementary guidelines for the Program issued by the Province.

“Program End Date” means, in respect of a Program, the date on which the Program will terminate as set out Schedule “B”.

“Proponent” means any recipient of Funds pursuant to an agreement with the

Recipient.

“Reports” means the reports described in Schedule “D”.

“Strong Communities Rent Supplement Program” means the Memorandum of Understanding entered into by the Province and Recipient, if applicable.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Programs;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of a Program, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 and Governance. The Recipient represents, warrants and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively.
- (e) procedures to enable the Recipient to complete each Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Program, and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the

Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0 or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will, in respect of each Program:

- (a) make a notional allocation of funding for each Funding Year
- (b) provide the Recipient up to the Maximum Funds for each Funding Year for the purpose of carrying out the Program;
- (c) provide the Funds to the Recipient in accordance with the payment plan set out in the Program Guidelines attached as Schedule "C-2" to the Agreement; and
- (d) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds in respect of any Program until it is satisfied with the progress of the Program;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Programs or any Program; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry out the Programs. The Recipient will, in respect of each Program, do all of the following:

- (a) comply with the Program Guidelines and all Notices provided by the Province;
- (b) carry out the Program in accordance with the Agreement, including the Program Guidelines and any Notice provided by the Province;
- (c) use the Funds only for the purpose of carrying out the Program;
- (d) spend the Funds only in accordance with the Agreement, including the Program Guidelines;
- (e) use the Funds provided for administration costs only to offset the costs of performing tasks under the Program; and
- (f) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out each Program and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article 6.0, a conflict of interest includes any circumstances where, in respect of each Program:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to each Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to each Program.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon

the Recipient's premises to review the progress of the Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Projects, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Programs; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in

connection with each Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Programs would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate any Program and/or the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient. If the Province gives such Notice in respect of a Program, it may require the Recipient to take reasonable steps within the Notice period to wind down the Program.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Program, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Programs and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If pursuant to section A12.2(c), the Province determines that the costs to wind down the Programs exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out any Program;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) there is a breach by any Proponent of any Program related agreement between it and the Recipient.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement or a Program at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds provided for the Funding Year as provided for in the Program Guidelines, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON PROGRAM END DATE AND EXPIRY OF AGREEMENT

A15.1 Funds Upon Program End Date. In respect of each Program, the Recipient will, upon the Program End Date, return to the Province any Funds remaining in its possession or under its control.

A15.2 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an

- amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario. To the extent any debt is owing by the Recipient under this Agreement in respect of a Program, that debt may be deducted from any debt owing by the Province to the Recipient under this Agreement in respect of the same or any other Program.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or by fax.

A17.4 Notice of Proponent's Breach. If the Proponent breaches any Program related agreement between it and the Recipient, the Recipient shall immediately

provide Notice of the breach to the Province.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The Recipient will in any agreement that it enters into in connection with its obligations hereunder shall require the other party to acknowledge that the Recipient is not an agent of the Province of Ontario and cannot bind the Province.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

A22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A23.0 GOVERNING LAW

A23.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 AMENDMENT BY NOTICE

A28.1 Amendment by Notice. The Province may issue amended, updated and/or supplementary Program Guidelines from time to time without the agreement of the Recipient provided that the changes do not impose substantial additional liability on the Recipient. The Province shall provide any such amended and/or updated Program Guidelines to the Recipient by Notice.

A29.0 SURVIVAL

A29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section 2.1(a), section A4.2(d), section A4.5, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0, Article A28.0 and Article 29.0.

- END OF GENERAL TERMS AND CONDITIONS -

Homelessness Prevention Program

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	For each Funding Year, the amount of the Annual Funding Allocation
Program End Date	Subject to termination rights in Article A11.0, A12.0 and A13.0 of the Agreement, the date indicated in a Notice provided by the Province to the Recipient as being the Program End Date.
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Director, Housing Programs Branch, Ministry of Municipal Affairs and Housing</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, ON M7A 2J3</p> <p>Fax:</p> <p>Email: Sebastian.Franks@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Anna McGregor, Director, Community Services, County of Dufferin</p> <p>Address: 30 Centre Street, Orangeville, ON L9W 2X1</p> <p>Fax: 519-941-0271</p> <p>Email: amcgregor@dufferincounty.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: Aimee Raves, Treasurer, County of Dufferin</p> <p>Address: 30 Centre Street, Orangeville, ON L9W 2X1</p> <p>Fax: 519-941-0271</p> <p>Email: araves@dufferincounty.ca</p>

Additional Provisions:

1. The following provisions are added as Additional Provisions.

30.0 PROGRAM OVER BUDGET

30.1 Program Over Budget. The Recipient acknowledges that should Program expenses exceed the amount of the Funds, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to carry out the Program.

31.0 BY-NAME LISTS

31.1 By-Name Lists. The Parties acknowledge that, as described in Schedule C-2, the Province intends to issue supplementary guidelines for the Program, pursuant to section A28.1, that provide new By-Name List requirements that will build on the current requirements.

32.0 STATUS OF OTHER PROVINCIAL PROGRAMS

32.1 Termination of Home for Good. If the Recipient entered into Home for Good with the Province, Home for Good is automatically terminated on the Effective Date of this Agreement.

32.2 Home for Good – Service Manager Program Delivery. If the Recipient entered into Home for Good with the Province for Service Manager Program Delivery, the following provisions apply in addition to section 32.1:

- (a) Despite termination, the Province will continue to provide Funds to the Recipient for the Capital Component in accordance with the Affordability Payment Schedule(s) as defined and set out in Home for Good; and
- (b) The Articles and sections in Article A29.0 (Survival) and sections in section 30.7 (Survival) of Schedule “B” of Home for Good will continue in full force and effect until the Province has made the last payment under the Affordability Payment Schedule and the Recipient has submitted the final Annual Occupancy Report as defined in Home for Good, to the Province’s satisfaction.

32.3 Home for Good – Direct Delivery. If the Recipient entered into Home for Good with the Province for Direct Delivery with an Effective Date of March 31, 2020, the following provision applies in addition to section 32.1:

- (a) Despite termination, the Articles and sections in Article A29.0 (Survival) and any additional sections regarding survival in Schedule “B” will continue in full force and effect for a period of seven years from the last day of the Affordability Period as defined and set out in Home for Good.

32.4 Termination of Community Homelessness Prevention Initiative. The Community Homelessness Prevention Initiative is automatically terminated on the Effective Date of this Agreement. Despite termination, the Recipient will continue to confirm that projects funded under the Capital Funding – New Facilities component of the Social Services Relief Fund Phases 2 and 4 continue to be used for their intended purpose, or for longer-term housing solutions, for a minimum period of 10 years following completion.

32.5 Termination of Strong Communities Rent Supplement Program. If the Recipient entered into Strong Communities Rent Supplement Program with the Province, Strong Communities Rent Supplement Program is automatically terminated on the Effective Date of this Agreement. Despite termination, sections 4.8 and 4.9 of the Strong Communities Rent Supplement Program will continue in full force and effect until the submission of the Recipient’s final report. The Recipient is required to submit the final report for Strong Communities Rent Supplement Program in a form determined by the Province by June 30, 2022.

33.0 SURVIVAL

33.1 Survival. The following sections, and all applicable cross references, schedules and appendices will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 30 and 31, and Section 4 of Schedule “C.”

Homelessness Prevention Program

SCHEDULE "C"

PROGRAM

Background

The Homelessness Prevention Program (HPP) is a result of the consolidation of funding from three Ministry of Municipal Affairs and Housing programs beginning April 1, 2022. The HPP combines the former Community Homelessness Prevention Initiative, Home for Good, and the Strong Communities Rent Supplement Program programs into one new program. The new Homelessness Prevention Program aims to prevent, address and reduce homelessness.

1. Investment Plan.

- (1) The Recipient shall develop and submit to the Province for approval an Investment Plan prior to April 1st of each Funding Year.
- (2) The Investment Plan must be approved by the Recipient's council, through delegated authority or by the Board, as applicable.
- (3) The Investment Plan shall contain, among other things, the following information for the Funding Year:
 - (a) the amount of Funds projected to be used quarterly under each service category, as defined in the Program Guidelines;
 - (b) the number of units that are expected to be created and retrofitted and the number of households that are expected to be assisted under each service category
 - (c) the number of households that are expected to be assisted under each service category activity, as defined in the Program Guidelines;
 - (d) the amount of Funds to be used under each service category activity;
 - (e) the amount of Funds that will be used for administration costs and a rationale for the proposed use of administration funding; and
 - (f) additional details as requested by the Province.
- (4) The Province will provide Notice of its decision with respect to the approval of the Investment Plan with such amendments as the Province considers appropriate within a reasonable amount of time.

- (5) The Recipient acknowledges that the Province will use the Investment Plan to track the Recipient's progress against its Annual Funding Allocation for the Program.

2. **Updates to the Investment Plan.**

- (1) As reflected in Schedule "D", the Recipient shall update its Investment Plan on a quarterly basis and submit the updates to the Province.
- (2) Updates will include the Recipient's progress against its Annual Funding Allocation and the actual number of households assisted under each spending category.
- (3) The most recently reviewed update to the Investment Plan will be deemed to replace the previously reviewed update to the Investment Plan with respect to ongoing payments.
- (4) If changes in operating and capital funding are required, the Recipient must submit a business case to the Ministry for approval.

3. **Approvals.** With the exception of the initial payment in each Funding Year by the Province to the Recipient, the Investment Plan must be approved by the Province before the Recipient is entitled to receive any Funds in accordance with the plan, unless directed otherwise by the Province in writing.

4. **Adjustment.** For greater certainty, despite section A4.1 of Schedule "A", in order to more accurately reflect the Recipient's anticipated need for Funds, the Province may reduce the amount of the Funds to be provided and any instalment of Funds, based upon a failure to spend any part of the Annual Funding Allocation in the relevant Funding Year and/or the spending forecasts submitted by the Recipient under this Agreement.

5. **Administration Costs.** In the 2022-23 Funding Year, the Recipient may apply to use up to seven and a half per cent (7.5%) of its Annual Funding Allocation for the costs of administering the Program through the Investment Plan and updates to the Investment Plan. Starting in the 2023-24 Funding Year, and for subsequent Funding Years, the Recipient may apply to use up to five per cent (5%) of its Annual Funding Allocation for the costs of administering the Program.

Homelessness Prevention Program

SCHEDULE "C-1" CAPITAL COMPONENT

1. Interpretation.

- (1) In this Schedule "C-1", capitalized terms have the meaning given to them in Schedule "A" and the following terms shall have the following meanings:

"Affordability Period" means for Supportive Housing Projects either:

- a) the twenty (20) year period following the Occupancy Date of a New Facilities Project; or,
- b) the ten (10) year period following the Completion Date of a Retrofit Project.

"Commitment" means a conditional commitment to provide Funding to a Proponent for either:

- a) the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project under a Contribution Agreement; or,
- b) the retrofit of an approved Retrofit Project under a Funding Agreement.

"Completion Date" means the date of substantial completion of the Development Activities for a Project.

"Conditional Letter of Commitment" means a letter issued by the Province confirming approval of a New Facilities Project.

"Contribution Agreement" means an agreement entered into by the Recipient and a Proponent for the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project and for Funding for the approved Project.

"Development Activities" means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property.

"Emergency Shelter Solutions" means emergency shelters and the services and supports offered in emergency shelters that provide relief or protect people

who are experiencing homelessness.

“Funding Agreement” means an agreement signed by the Service Manager and Proponent that is approved for contributions for a Retrofit Project.

“Intended Use” means the intended use of the Project once it is complete, as set out in the Project Information Form for the Project.

“Intended Use Period” means:

- (a) the minimum twenty (20) year period following the Completion Date for an Emergency Shelter Solutions New Facilities Project;
- (b) the minimum ten (10) year period following the Completion Date for an Emergency Shelter Solutions Retrofit Project; or
- (c) the minimum ten (10) year period following the Completion Date for a Supportive Housing Project during which support services shall be provided.

“New Facilities Project” means one of the following to create additional Emergency Shelter Solutions spaces or Supportive Housing Units:

- (a) acquisition of buildings that would be converted/upgraded;
- (b) conversion of an existing property and/or expansion of an existing facility; or
- (c) conventional or modular construction.

“Occupancy Date” means the date on which occupancy of all Units in a New Facilities Project is permitted.

“Permitted Encumbrances” means (i) the construction, acquisition, rehabilitation and/or conversion financing in respect the New Facilities Project approved by the Recipient, (ii) if the New Facilities Project is to be added to, or part of, a building with an existing mortgage, the existing mortgage on the building up to the amount owing under it prior to putting the construction, acquisition, rehabilitation and/or conversion financing in place (iii) any necessary easements for the supply of domestic utility or telecommunications services to the New Facilities Project or adjacent properties, (iv) any necessary easements for drainage, storm or sanitary sewers, public utility lines, or other services which

do not materially affect the use of the property as residential dwellings; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, and (vi) any registered restrictions that run with the land providing such are complied with.

“Project” means either a New Facilities Project or a Retrofit Project.

“Project Information Form” means the form submitted by the Recipient to the Province for consideration of a Project.

“Retrofit Project” means an Emergency Shelter Solutions or Supportive Housing Project to which health and safety upgrades including major repairs, rehabilitation or accessibility modifications are made.

“Supportive Housing” means a combination of housing assistance with individualized and flexible support services to enable people to live as independently as possible in their community.

“Unit” means a unit of Supportive Housing including self-contained residential dwellings, multi-bedroom units which are used for congregate living, and disabled/accessible units.

2. References in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

NEW FACILITIES PROJECTS

3. **Proposed New Facilities Projects.** The Recipient shall submit to the Province a Project Information Form for each New Facilities Project that it would like funded. The Project Information Form must be approved by the Recipient’s council, through delegated authority or by the Board, as applicable. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.
4. **New Facilities Project Eligibility.** Each New Facilities Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
 - (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;

- (b) the New Facilities Project must have all required municipal approvals such as zoning, minor variances, land severances, or site plan approvals in place to permit the proposed development, or be well advanced in the planning approvals process;
 - (c) the New Facilities Project must be financially viable from a construction and operating cost perspective based on Recipient confirmation;
 - (d) the New Facilities Project must meet current Ontario Building Code requirements;
 - (e) the completed New Facilities Project must comply with the Program Guidelines; and
 - (f) the Recipient must have a plan in place to ensure that the New Facilities Project will be used for its Intended Use for the entire Intended Use Period.
5. **Conditional Letter of Commitment.** If the Province approves the New Facilities Project, the Province shall advise the Recipient of the approval and provide the Recipient with a Conditional Letter of Commitment.
6. **Changes.** The Recipient shall advise and request approval from the Province for any changes to the New Facilities Project which may affect how the Project will be used.
7. **Contribution Agreement.** Following the approval of each New Facilities Project by the Province, the Recipient shall, where a Proponent other than the Recipient will own the New Facilities Project, arrange for an appropriate form of Contribution Agreement with the Proponent to be executed.
8. **Funding Conditions.**
- (1) Before the Recipient enters into a Contribution Agreement with a Proponent for an approved New Facilities Project, the Recipient shall:
 - (a) ensure that the Proponent has disclosed all of its creditors, debt and the proposed construction, acquisition, rehabilitation and/or conversion costs in full; and
 - (b) confirm to the Province the source and availability of adequate ongoing funding for any acquisition of property or Development Activities for the New Facilities Project and the support services that will be made available to the public through the Project once complete.
 - (2) The Recipient shall ensure that the Contribution Agreement with each Proponent requires the Proponent to comply with the requirements of the Program, and, if the New Facilities Project involves Development Activities, includes obligations

to:

- (a) complete the construction of the approved Project within construction budgets and financing approved by the Recipient and required timelines;
- (b) ensure that until construction of the approved Project is complete (i) all claims for lien registered against the Project(s) are promptly vacated, (ii) the Proponent does not incur any additional construction financing, capital or operating debt related to the Project without the Recipient's consent (iii) the Project(s) are not encumbered by any registered encumbrances other than Permitted Encumbrances, (iv) the Proponent remains in good standing under the Permitted Encumbrances and (v) any work orders issued against the Project(s) by any governmental entity, agency or official are addressed to the satisfaction of the Recipient;
- (c) obtain all the insurance a reasonably prudent person carrying out the Project would obtain, including at least \$2,000,000 in commercial general liability insurance, and all other the insurance required by Schedule "A" to this Agreement read as if it applied to the Proponent, and including:
 - (i) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction projects, including a negotiated sub-limit for earthquake and flood. The policy must include the following:
 - 1. replacement cost value;
 - 2. stated amount of co-insurance;
 - 3. waiver of subrogation; and
 - 4. loss payable in favour of the Recipient and the Indemnified Parties.
 - (ii) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis. The policy must include the following:
 - 1. repair and/or replacement value;
 - 2. stated amount co-insurance;
 - 3. waiver of subrogation; and
 - 4. loss payable in favour of the Recipient and the Indemnified Parties.
 - (iii) Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit per occurrence and products and completed operations aggregate that a reasonably prudent person undertaking such a Project would

obtain. The insurance shall be in the joint names of the Recipient, the Indemnified Parties, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Recipient may require to be added as insured parties. The policy must include the following:

1. premises and operations;
2. owner's and contractor's protective liability;
3. broad form products and completed operations liability;
4. cross liability;
5. blanket written and oral contractual liability;
6. all risks tenant's legal liability;
7. hoist liability;
8. firefighting and forest fire fighting expense liability;
9. employer's liability and voluntary compensation;
10. non-owned automobile liability;
11. directors, officers, employees, shareholders, the Recipient and the Indemnified Parties added as insureds and/or additional insureds;
12. shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
13. sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
14. thirty (30) days written notice of cancellation.

(iv) Valid coverage and clearance certificates of coverage under the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA") for all persons working on the Project(s);

- (d) provide to the Recipient valid insurance and WSIA certificates evidencing the above coverage;
- (e) use its property insurance proceeds to repair or rebuild the Project(s) in the event of damage to all or part of them;
- (f) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
- (g) refund to the Recipient any misused funds; and

- (h) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
- (3) The Recipient agrees that, where it is to be the owner of a New Facilities Project, the provisions of subsection 8(2) apply to it with the necessary changes.
- (4) The Recipient shall ensure that each Contribution Agreement contains provisions to the effect that,
 - (a) the payment of Funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the Province's undertakings are insufficient for all of the Province's undertakings; and
 - (b) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule "C-1".
- 9. **Contribution Agreement Deadline.** No Contribution Agreement under this Schedule can be signed after November 30 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
- 10. **Intended Use.** The Recipient shall ensure that each completed New Facilities Project is used for its Intended Use for the entire Intended Use Period.
- 11. **Disposition of Acquired Facilities.** For Emergency Shelter Solutions New Facilities Projects acquired by the Recipient for the purposes of the Program, the Recipient may dispose of the Project after the expiry of the Intended Use Period, or at an earlier date if the Recipient is of the view that the Project is no longer needed for its Intended Use, provided that the Recipient has complied with the Program Guidelines, including this Schedule "C-1", and the Recipient reinvests the proceeds of disposition, if any, in the housing and homelessness sector.

RETROFIT PROJECTS

- 12. **Proposed Retrofit Projects.** The Recipient shall submit to the Province a Project Information Form for each Retrofit Project that it would like funded. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.

13. **Retrofit Project Eligibility.** Each Retrofit Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
- (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;
 - (b) the Retrofit Project must meet current Ontario Building Code requirements;
 - (c) the completed Retrofit Project must comply with the Program Guidelines; and
 - (d) the Recipient must have a plan in place to ensure that the Retrofit Project will be used for its Intended Use for the entire Intended Use Period.
14. **Funding Conditions.**
- (1) The Recipient shall ensure that the Funding Agreement with each Proponent requires the Proponent to comply with the requirements of the Program and includes obligations to:
 - (a) complete the Development Activities within construction budgets and financing approved by the Recipient and required timelines;
 - (b) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
 - (c) refund to the Recipient any misused funds; and
 - (d) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
 - (2) The Recipient agrees that, where it is to be the owner of a Retrofit Project, the provisions of subsection 14(1) apply to it with the necessary changes.
 - (3) The Recipient shall ensure that each Funding Agreement contains provisions to the effect that,
 - (c) the payment of Funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the

Province's undertakings are insufficient for all of the Province's undertakings; and

- (d) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule "C-1".

- 15. **Funding Agreement Deadline.** No Funding Agreement under this Schedule can be signed after December 31 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
- 16. **Intended Use.** The Recipient shall ensure that each completed Retrofit Project is used for its Intended Use for the entire Intended Use Period.

ALL PROJECTS

- 17. **Payments.** Funds shall be paid in accordance with the Program Guidelines.
- 18. **Acknowledgement.** The Recipient acknowledges that the requirements in this Schedule "C-1" relating to the Project(s) are not all that is required, advisable and/or prudent in connection with their construction.
- 19. **Monitoring.** The Recipient shall monitor the construction of all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Contributions Agreement or Letter of Agreement and the Program Guidelines, including this Schedule "C-1".
- 20. **Budget and Financing.** The Recipient shall ensure that any property for an approved Project is acquired and that approved Project(s) are constructed and/or retrofitted by Proponents(s) within budgets and financing approved by the Recipient.
- 21. **Construction Start.** The Recipient shall use its best efforts to ensure that construction for each approved Project commences within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project has not commenced within those timelines or the end of the extended period, whichever is applicable, the Recipient or the Province may cancel the Funds for the Project.
- 22. **Construction Completion.** Construction for each approved Project must be completed within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project is not completed by that date, the Province may cancel the Funds for the Project.

23. **Confirmation of Construction Start.** The Recipient shall provide the Province with a completed Confirmation of Construction Start at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
24. **Proof of Completion.** The Recipient shall provide the Province with proof that that the Project is complete and may be used for its Intended Use.
25. **Enforcing Contribution Agreement and Letter of Agreement.** The Recipient shall, after consultation with and if required by the Province, use its best efforts to enforce the terms of all Contribution Agreements, Letters of Agreement and Security.
26. **Proof that Units Can be Occupied.** The Recipient shall, at the request of the Province, provide the Province with proof that occupancy of all Units in a completed New Facilities Project is permitted.
27. **Initial Occupancy Report.** Upon initial occupancy of a completed Supportive Housing Project, the Recipient shall obtain and validate from each Proponent, the Project Initial Occupancy Report, as described in Schedule "D", and submit it to the Province.
28. **Annual Occupancy Reports.** During the period between the Occupancy Date of each completed Supportive Housing Project and the end of the Affordability Period, the Recipient shall obtain annually from each Proponent a completed Annual Occupancy Report as described in Schedule "D" and submit it to the Province.
29. **Notices.** The Recipient shall immediately inform the Province in writing of the following matters as soon as it becomes aware of them:
 - (a) a request by a Proponent to transfer responsibility for an approved Project to another entity;
 - (b) any failure by the Proponent to carry out Development Activities which threatens the completion of an approved Project;
 - (c) if the construction, acquisition, rehabilitation and/or conversion of an approved Project has not commenced within ninety (90) days of the date of the Commitment for the Project;
 - (d) any substantial breach by the Proponent of its Contribution Agreement or Letter of Agreement with the Recipient;
 - (e) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any

proposal or making any assignment for the benefit of creditors or any arrangement or compromise;

- (f) the appointment of a receiver or a receiver and manager for all or a portion of an approved Project;
- (g) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets;
- (h) if the construction, acquisition, rehabilitation and/or conversion, repair and/or upgrade activity has not been or is not likely to be completed within the timelines outlined in the Program Guidelines; and
- (i) any significant changes to a Proponent's business structure.

30. Additional Events of Default.

- (1) If,
 - (a) a Proponent does not complete construction, acquisition, rehabilitation and/or conversion of an approved Project;
 - (b) a Proponent ceases to use the Project for its Intended Use during the Intended Use Period;
 - (c) a Proponent uses the Funds provided to it by the Recipient for a purpose other than that contemplated by the Project Information Form; or
 - (d) one of the events referred to in section 29 has occurred in relation to a Proponent,

the Province may suspend, reduce or cease funding in relation to the Project, shall have no obligation to provide any further Funds in respect of that Proponent and shall have no liability for any consequential or other damages and/or liability incurred by the Recipient or the Proponent as a result of the suspension, reduction and/or cessation of funding.

- (2) For greater certainty, the above rights are in addition to any other rights the Province may have under the TPA and any other rights the Province may have at law.

31. Signage.

- (1) For Projects approved by the Province to receive \$100,000 or greater of Funds, a sign must be present at the construction site at all stages including before

construction work starts and throughout construction unless directed otherwise by the Province in writing.

- (2) The Recipient is responsible for removing the signage within six months of the completion of the project.
- (3) The Province must provide to the Recipient digital artwork and any guidelines that the Recipient must use to create the signage.
- (4) The Recipient must provide the Province with photographs of the signage once it is on display.
- (5) The Province will monitor compliance with the requirements of this section, and may, at its discretion, advise the Recipient of issues and required adjustments.

32. Affordability Requirements. The Recipient acknowledges and agrees that the Rental Protocol set out in Appendix "A" to this Schedule applies to all Supportive Housing Projects by virtue of the contractual terms of this Agreement, whether or not the Rental Protocol applies to Supportive Housing Projects under the Residential Tenancies Act, 2006, and shall ensure that the Proponent agrees in writing that Appendix "A" to this Schedule applies to its Supportive Housing Project(s).

Homelessness Prevention Program

APPENDIX "A" RENTAL PROTOCOL

1. DEFINITIONS

- 1.1 In this Appendix "A", unless the context requires otherwise,

"Average Market Rent" means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Annual Market Rent Survey or as determined by the Minister, based on available data in areas where there is no or insufficient information from the CMHC Average Market Rent Survey; and

when used in this Appendix "A", the term "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

- 1.2 The definitions in the Agreement shall apply to this Appendix "A", in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Appendix are references to sections of the Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

- 2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Supportive Housing Project in excess of the affordable rent permitted under this Appendix "A" nor increase any rent charged for a Unit except as permitted in this Appendix "A".

3. RENTS

- 3.1 The weighted average rent of all Units in:
- (a) a Supportive Housing New Facilities Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of Average Market Rents in the geographical area.

- (b) a Supportive Housing Retrofit Project for which Program Funds have been utilized shall not exceed one hundred per cent (100%) of Average Market Rents in the geographical area.
- 3.2 If rent supplements or housing allowances are used for Program funded units to provide deeper affordability for tenants, the Recipient shall ensure that the total rent received by a Proponent, including rent for a tenant and any rent supplement from a service manager or other party, shall not exceed one hundred per cent (100%) of Average Market Rent for units of a similar type in the geographical area.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
 - (a) since the day of the last rent increase respecting the Unit, if there has been an increase; or
 - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Supportive Housing Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that regardless of whether the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation, applies to the Supportive Housing Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "A".
- 4.3 For Supportive Housing New Facilities Projects, subject to the *Residential Tenancies Act, 2006*, or any successor legislation from the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may apply to the Recipient to increase Unit rents to an amount not to exceed Average Market Rent for units of a similar type in the geographical area.

5. EXCEPTION

- 5.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Appendix "A" respecting rent increases during the Affordability Period, where the Recipient implements income verification of tenants following the initial occupancy of a Unit, the Recipient may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Supportive Housing Project does not exceed the permitted rents for the Supportive Housing Project.

6. AFTER AFFORDABILITY PERIOD

- 6.1 After the end of the Affordability Period, the Proponent shall be permitted to rent Units in the Supportive Housing Project to new tenants at rents agreed to by the Proponent and the new tenants.

Homelessness Prevention Program

**SCHEDULE "C-2"
PROGRAM GUIDELINES**

SEE ATTACHED

Homelessness Prevention Program

SCHEDULE "D"

REPORTS

Name of Report	Due Date
1. Investment Plan	In accordance with Schedule "C-2".
2. Updates to Investment Plan	In accordance with Schedule "C-2".
3. Year-End Report	In accordance with Schedule "C-2".
4. Project Information Forms(s)	In accordance with Schedule "C-2".
5. Contribution Agreement(s)	In accordance with Schedule "C-2".
6. Project Initial Occupancy Report	In accordance with Schedule "C-2".
7. Project Annual Occupancy Report	In accordance with Schedule "C-2".
8. Confirmation of Construction Start	In accordance with Schedule "C-2".
9. New Facilities Project Audited Financial Statement	In accordance with Schedule "C-2".
10. French Language Services Report	On May 31 of each Funding Year.
11. Reports as specified from time to time	On a date or dates specified by the Province.

Report Due Date

The Reporting period is based on the Funding Year.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

Submission of Reports

All reports are to be submitted through Transfer Payment Ontario (TPON) unless the Province notifies the Recipient otherwise. Reports attached to the Schedule are samples of the reports required.

Report Details

1. The Investment Plan shall be substantially in the form of Appendix "A" to this Schedule.

2. Updates to the Investment Plan will provide, among other things, actuals for service category activities that have been spent and updated projections for future spending.
3. Through the Recipient's quarterly updates to the Investment Plan, the Province will obtain information on:
 - (a) the Recipient's progress against its Annual Funding Allocation by service category;
 - (b) the actual number of households assisted under each service category;
 - (c) variance explanation, as required
4. The Year End Report shall be in the form determined by the Province and shall include the following information:
 - (a) actual quarterly operating expenditures and capital commitments for the previous Funding Year and households assisted by service category;
 - (b) actual expenditures and households assisted by spending category activity;
 - (c) municipal homelessness Program spending; and
 - (d) performance indicator reporting for previous Funding Year.
5. The Project Information Form shall be in the form determined by the Province and shall be accompanied by all supporting documentation required under it.
6. The Project Initial Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate from each Proponent information regarding unit and household types, rents at occupancy, and the depth of affordability of units.
7. The Project Annual Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate annually from each Proponent information regarding unit and household types, rents at year-end, and the depth of affordability of units.
8. The Confirmation of Construction Start shall be in the form of Appendix "B" to this Schedule.
9. The French Language Services Report will be in the form of Appendix "C" to this schedule and shall set out whether the Recipient has complied with the French Language Services requirements of the Agreement.

10. The Province will specify the timing and content of any other reports as may be necessary.

Homelessness Prevention Program

APPENDIX "A"

INVESTMENT PLAN

Introduction

Service Managers are required to submit an annual Investment Plan for review and approval by the Ministry. The Investment Plan is comprised of two parts:

1. This form, in which you are required to:
 - a. forecast and outline your anticipated quarterly spending in the upcoming fiscal year and projected number of households assisted for the program year across all HPP service categories
 - b. forecast and outline your anticipated annual expenditures and projected number of households assisted across various program activities
 - c. provide an attestation that the information provided in this plan is true and correct and that funding will be spent according to HPP program requirements, including those outlined in the program guidelines.
2. The HPP Proposed Plan, in which you are to provide written details on your proposed use of funds, including information on the types of services and activities that will be funded for each service category.

This Investment Plan must be approved by the Service Manager's local Council, District Social Services Administration Board, or a delegated authority.

For further information, please consult the HPP Program Guidelines.

Section A – Contact Information

Service Manager Contact Information

Contact Name (First and Last Name):	
Contact Email:	
Contact Phone Number:	

Section B - Planned Commitments by Quarters

For the HPP Operating Service Categories, enter the projected spending in each quarter of the program year and projected total number of households to be assisted.

For the Capital HPP Service Category Activities (i.e., New Facilities and Retrofits), enter the estimated amount of HPP funding to be committed in each quarter of the program year and the projected total number of units to be funded in the program year.

Details on the Service Categories and Service Category Activities are outlined in the HPP Program Guidelines.

Service Category		Planned Financial Commitments by Quarter				###,###.##
Operating	Projected Households Assisted (Annual)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Community Outreach and Support Services						
Emergency Shelter Solutions						
Housing Assistance						
Supportive Housing						
Total Operating						
Capital	Projected Units Funded (Annual)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Emergency Shelter - New Facilities						
Emergency Shelter - Retrofits						

Supportive Housing - New Facilities						
Supportive Housing - Retrofits						
Total Capital						
Administration	%	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Administration Fees	%					
Grand Total						
Variance						0

- 1.0 Please complete the charts below detailing the projected number of households assisted and funding by each of the categories' activity:

Section C - Planned Commitments by Activities

Community Outreach and Support Services		####,###.##
Activities	Projected # Households Assisted	Projected Funding
Mental Health and Addictions Supports		
Other Health-Related Supports		
Life Skills Development / Daily Living Supports		
Food Security		
Employment / Education / Training Supports		
Case Management and Outreach		
Culturally-Relevant Supports for Indigenous Peoples		
By-Name List Activities		
Total		####,###.##
Variance		0

Housing Assistance		####,###.##
Activities	Projected # Households Assisted	Projected Funding
Long-Term Housing Assistance		

Short-Term / Emergency Assistance		
Non-Financial Assistance		
Total		
Variance		0

Supportive Housing		###,###.##
Activities	Projected # Households Assisted	Projected Funding
Housing Assistance		
Mental Health and Addictions Supports		
Other Health-Related Expenses		
Life Skills Development / Daily Living Supports		
Culturally-Relevant Supports for Indigenous Peoples		
Other Supports Not Captured Above		
Minor Repairs	n/a	
Residential Services Homes*		
Total		
Variance		0

*Projected Households Assisted and Projected Funding for the **Residential Services Homes** activity should not be included in the other Supportive Housing activities.

Section - Attestation

- ☐ I declare that, to the best of my knowledge and belief, the information provided in this report and the attached Proposed Plan for the Homelessness Prevention Program is true and correct, with approvals by local Council/Board or their delegated authority.
- ☐ I certify that Funds for Administration Fees are to be used in accordance with Homelessness Prevention Program 2022-23 Guidelines and as outlined in the HPP Proposed Plan.

*Prepared By (Name and Title):	*Date:
*Approved By (Delegated Service Manager Authority):	*Date:

HPP PROPOSED PLAN

Section B – Planning Overview

1. Please provide a strategic overview of what you intend to achieve with HPP funding. Describe how the services and activities that you plan to fund under HPP in 2022-23 are aligned with your Housing and Homelessness Plan, including:
 - How does your proposed plan support people who are at risk of homelessness and provide housing stability for those experiencing homelessness?
 - How does your plan contribute to a reduction in chronic homelessness?
 - How will your plan support priority populations (e.g., youth, Indigenous Peoples, people transitioning from provincial institutions)?

2. HPP has consolidated funding from the Community Homelessness Prevention Initiative, Home For Good, and the Strong Communities Rent Supplement Program. How will your use of funding be impacted by the additional flexibility under the consolidated program? How will the additional flexibility under the consolidated program allow you to continue to provide services to protect tenants including those formerly supported under the SCRSP program? How will your plan support cost avoidance (e.g., help avoid the use of high-cost systems by helping people achieve housing stability? Please provide specifics.

3. Do you plan to use HPP funding to sustain/continue initiatives developed through the Social Services Relief Fund (e.g., temporary shelters) once this funding winds down? If yes, please provide details.

4. Please outline how you plan to use your By-Name List in 2022-23 to:
- Help connect people to services and supports;
 - Track progress in addressing homelessness.

Please describe any planned changes to service delivery in 2022-23 that are being implemented to support the use of By-Name Lists to connect people to services and supports.

Section C – Capital

1) Supportive Housing Capital

If you plan to use HPP funding towards **Supportive Housing Capital**, please provide details including:

- evidence of local need,
- target group and the types of supports to be provided,
- Number of Units/Facilities to be created or repaired/retrofitted,
- Other costs that may be avoided through investments in supportive housing/services (e.g., Emergency shelter use, acute medical services).

Please describe how you plan to fund the ongoing operational requirements from any new Supportive Housing units you plan to create.

2) Emergency Shelter Solutions Capital (i.e., New Facilities and Retrofits)

If you plan to use HPP funding towards Emergency Shelter Solutions **Capital**, please provide **evidence of local need** and why this should be prioritized for funding.

--

3) Administration

Please provide details on your proposed use of HPP funding to support the **administration of homelessness prevention programs** (e.g., staffing, general office expense, professional services etc..).

--

4) Residential Services Homes Framework

Will you be using HPP funds for Residential Services Homes covered under the Standards Framework (e.g., housing formerly known as domiciliary hostels)? If yes, please attach a copy of your local standards via Transfer Payment Ontario.

Did you make significant changes to your Standards? If yes, please provide a brief summary of the changes.

Homelessness Prevention Program

APPENDIX "B"

CONFIRMATION OF CONSTRUCTION START

This is to confirm that the _____ project in the _____ [SM name] has commenced construction on _____ [date].

The start of construction for this project is within one hundred twenty (120) days of the date of the project's Contribution Agreement, which was signed on _____ [CA date].

I declare that the above information is true and complete.

Signature

Dated at _____ this _____ day of _____, 20____

Name and Title of Service Manager / Authorized Signing Officer

Homelessness Prevention Program

“APPENDIX C”

FRENCH LANGUAGE SERVICES REPORT

Please complete and submit this Report, including Schedule A, on an annual basis by May 31st of each year.

Service Manager:

Service Manager Address:

Service Manager Contact:

Name:

Number:

Email:

This report is to confirm that the _____ [Service Manager name] is providing services under the Homelessness Prevention Program and has an office(s) located in or serving an area designated in the Schedule to the French Language Services Act (“FLSA”).

The _____ [Service Manager name] confirms that it is:

Providing Homelessness Prevention Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA as described in Schedule A; and,

Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with Homelessness Prevention Program are available in French.

I declare that the above information is true and complete.

Service Manager Signature

Name:

Title:

I have the authority to bind _____[Service Manager name]

Dated at _____ this _____ day of _____, 20__.

Schedule A

As a Service Manager providing services under the Homelessness Prevention Program and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the French Language Services Act, please complete the section below. A list of designated areas can be found in Schedule B.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under the Homelessness Prevention Program in an office (or the office of a sub-contractor) that is located in or services a designated area.

Signage and visibility of available services in French

Over-the-counter services are available in French

Written correspondence and telephone service are available in French

Translation of written material produced for public use is available in French

Other _____ [please specify]

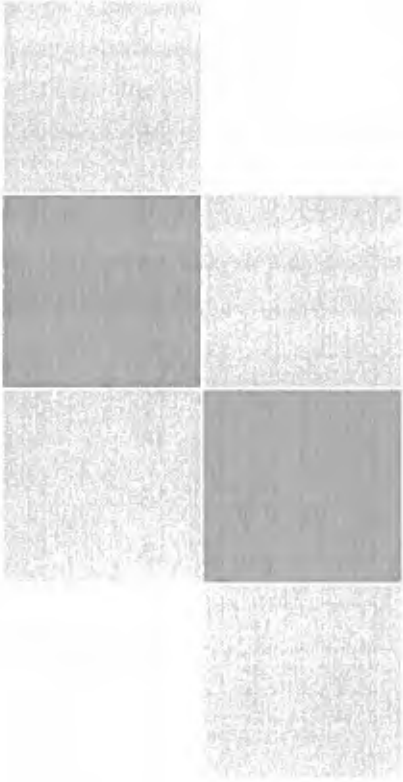
Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

Schedule B

List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
Central Region	
Regional Municipality of York	City of Markham
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
Eastern Region	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
Western Region	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester

Service Manager	Designated Area(s)
Northeast Region	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
Northwest Region	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay



Homelessness Prevention Program (HPP)

Program Guidelines

April 2022



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Introduction

The Homelessness Prevention Program (HPP) is a provincially-funded program that supports Ontario's 47 municipal Service Managers to provide affordable housing and support services for people at risk of or experiencing homelessness. The objective of the program is to support Service Managers in preventing, addressing and reducing homelessness, including chronic homelessness.

This document provides a framework for the administration and delivery of the HPP, including key program requirements. It is intended to assist Service Managers with the implementation of the HPP in their local communities, and forms part of the transfer payment agreement governing the program.

These guidelines are effective April 1, 2022 and will be updated as program implementation progresses. The ministry intends to continuously improve the program design in these guidelines in the coming years to reflect engagement and consultation with Service Managers and to ensure the HPP is effective in achieving intended outcomes.

The ministry welcomes feedback on the design of HPP, as well as questions of clarification on the implementation of the program. Should you wish to share your thoughts or ask a question, please [contact MMAH staff](#).

Context

The HPP is a result of the consolidation of funding from three Ministry of Municipal Affairs and Housing (MMAH) programs. It combines the former Community Homelessness Prevention Initiative (CHPI), Home for Good (HFG)¹ and the Strong Communities Rent Supplement Program (SCRSP) into one new program under a single policy and accountability framework.

¹ Note that legacy Home for Good capital will continue to be administered through the Home for Good Transfer Payment Agreement.

Homelessness Prevention Program Funding in the 2022-23 Fiscal Year



The program consolidation responds to several findings and recommendations from the December 2021 Office of the Auditor General of Ontario (OAGO) [Value for Money audit of homelessness programs](#), the recent Multi-Ministry Supportive Housing Initiative (MMSHI), [housing engagement sessions with Service Managers in 2020-21](#) and program reviews of CHPI, HFG and SCRSP. See [Appendix A](#) for more information on the inputs informing the development of the program.

Summary of Changes in 2022-23

The HPP is intended to be flexible and streamlined, so that Service Managers can target funding where community need is greatest and can make the most impact on reducing and preventing homelessness. Key changes include:

Priority	Key Change
1. Sustainability	<ul style="list-style-type: none"> <i>Increased overall funding:</i> the HPP consolidates the funding envelopes of CHPI, HFG, and SCRSP and provides an additional increase of \$24.7M for a total of \$463.4 million in 2022-23. <i>Stability for recipients of SCRSP:</i> long-term rent supplement assistance is an allowable program expense and funding will be sustained so that Service Managers can continue to support SCRSP recipients beyond the planned end date of SCRSP on March 31, 2023.
2. Equity	<ul style="list-style-type: none"> <i>Updated funding allocation methodology:</i> as an immediate step to improve equity of the allocations for 2022-23, the increase of \$24.7 million will be allocated based on the proportional share of Deep Core Housing Need and priority population indicators from Census 2016

	data. A funding model review to further address ongoing equity concerns is planned for 2022-23.
3. Flexibility	<ul style="list-style-type: none"> • <i>New, clearer service categories:</i> consolidated service categories have been developed that clarify eligible expenditures and enable Service Managers to utilize funding for a wider variety of eligible activities. • <i>Capital expenses:</i> Service Managers will be able to allocate as much or as little funding as needed to capital spending that supports the creation and renewal of supportive housing and emergency shelters.
4. Accountability	<ul style="list-style-type: none"> • <i>Requirements for By-Name Lists</i> as a condition of HPP funding, Service Managers are required to maintain a By-Name List in accordance with provincial requirements. The ministry intends to release new By-Name List requirements that will build on the current requirements. These new requirements will be expected to be implemented by April 1, 2023. • <i>New outcomes measures:</i> Informed in part by recently established By-Name Lists, new outcomes measures have been developed to track provincial progress in preventing, addressing and reducing homelessness, including chronic homelessness.
5. Efficiency	<ul style="list-style-type: none"> • <i>Streamlined administration:</i> The new HPP will streamline the number of transfer payments agreements and associated take up documents and reports that Service Managers need to submit, helping to focus administrative efforts on frontline program delivery. • <i>Reduced administrative spending:</i> In order to focus funding on frontline service, the cap on administration spending will be 7.5 per cent of each Service Manager's annual funding allocation starting in 2022-23. This will be reduced to 5 per cent in 2023-24.

Overview of Program Design

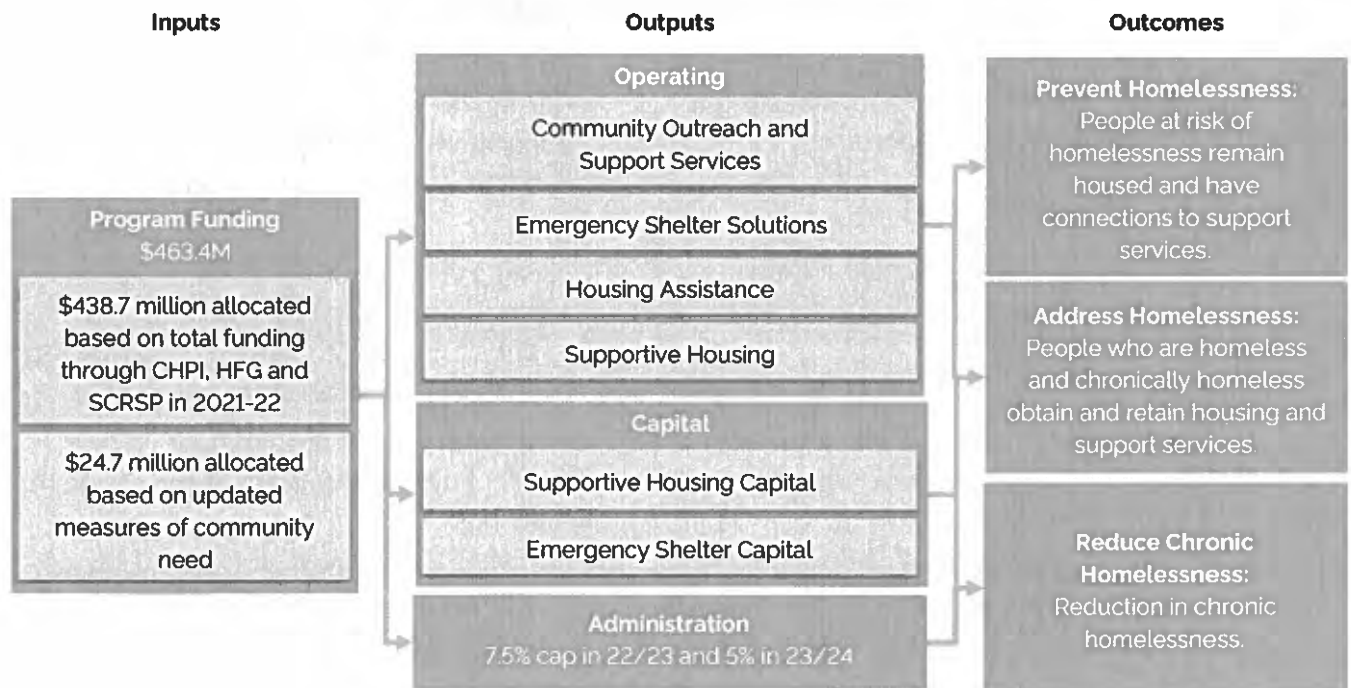
The overall vision of the HPP is to provide Service Managers with the resources needed to establish a coordinated housing and homelessness system in each community so that:

People at risk of or experiencing homelessness have the housing and support services that they need to retain and/or obtain stable housing and achieve better outcomes.

In support of this vision, the HPP provides funding (*inputs*) to support Service Managers in implementing a variety of flexible, local approaches to the delivery of services and supports (*outputs*) aligned with three key goals (*outcomes*):

1. **Prevent homelessness:** People at risk of homelessness remain housed and have connections to support services.
2. **Address homelessness:** People who are homeless and chronically homeless obtain and retain housing and support services.
3. **Reduce chronic homelessness:** Reduction in chronic homelessness.

Homelessness Prevention Program Logic Model



Roles and Responsibilities

MMAH and Service Managers will be responsible for specific tasks, including but not limited to:

Province	Service Managers
Establishing the policy framework and Program Guidelines.	Engaging in planning activities related to program delivery, which may include assessing service needs, identifying partners, and developing planning processes.
Ensuring administrative accountability for the HPP.	Delivering services and administering the program in accordance with these Program Guidelines and the Transfer Payment Agreement.
Entering into Transfer Payment Agreements with Service Managers.	Entering into Transfer Payment Agreements with the Province.
Administering funding.	Creating, entering into, and monitoring service contracts with service providers as appropriate.
Assisting with developing, reviewing and approving Service Manager Investment Plans and quarterly reports.	Submitting annual Investment Plans outlining how program funds (including administrative funding) will be used and submitting quarterly reports outlining use of funds.
Approving capital projects for funding.	Soliciting and reviewing capital project proposals and submit to the Ministry for funding approval. Monitoring capital project progress and affordability requirements.
Monitoring compliance with the Transfer Payment Agreement and Program Guidelines.	Complying with the requirements in the Transfer Payment Agreement and Program Guidelines.
Taking appropriate and progressive corrective action for non-compliance with the terms and conditions of the Transfer Payment Agreement and Program Guidelines.	Submitting timely reporting and complying with the requirements in the Transfer Payment Agreement and Program Guidelines.

MMAH is required to comply with financial management directive and policies as issued by the government. These directives and policies include the [Transfer Payment Accountability Directive](#) and the [Transfer Payment Operational Policy](#).

Where applicable, these directives and policies inform and constrain MMAH. All ministry specific and Treasury Board financial management policies are subject to Public Sector Accounting Standards.

Key Dates and Timelines

Report	Due Date	Details
Investment Plan	April 15 th of each year for the next program year	Projected quarterly operating expenditures and capital commitments by Service Category. Proposed Plan including proposed use of funding by Service Category.
Q1 Report Back	July 15 th of each year	Actual quarterly expenditures and commitments for Q1 and projected quarterly expenditures and commitments for Q2-Q4 by Service Category.
Q2 Report Back	October 15 th of each year	Actual quarterly expenditures and commitments for Q1 and Q2 and projected quarterly expenditures and commitments for Q3 and Q4 by Service Category.
Deadline for Capital Commitments for New Facilities	November 30 th of each year	Deadline to execute Contribution Agreements and submit executed Agreements of Purchase and Sale (for acquisition projects), registration of mortgage security or an alternate form of security (for conventional, conversion, or modular housing projects)
Q3 Report Back	January 15 th of each year	Actual quarterly expenditures and commitments for Q1-Q3 and projected quarterly commitments and expenditures for Q4 by Service Category. Attestation that Service Managers intends to fully take-up all funding by fiscal year end.

Year End Report	May 31 st of each year for the previous program year	Actual quarterly operating expenditures and capital commitment for previous program year. Municipal homelessness program spending. Performance indicator reporting for previous program year.
French Language Services Report	May 31 st of each year for the previous program year	Report to the ministry annually confirming that the requisite French language services are being provided by Service Managers who are located in or servicing an area that is designated under the French Language Services Act

The Ministry reserves the right to request additional reporting as required.

Inputs: Program Funding

For the 2022-23 fiscal year, \$463.4 million in total HPP funding will be provided to Service Managers. This funding amount represents an increase of \$24.7 million from the total combined funding under CHPI, HFG and SCRSP provided in the 2021-22 fiscal year.

Allocation Methodology



For the 2022-23 fiscal year, the ministry will provide Service Managers with a single funding allocation that is calculated based the sum of two components:

- **Base funding:** to support planning stability, each Service Manager will continue to be allocated a funding envelope equivalent to the sum of operating funding allocated under the former CHPI, HFG and SCRSP programs in the 2021-22 fiscal year.
- **Needs-based funding:** all Service Managers will be allocated a portion of the additional investment of \$24.7 million in 2022-23 based on updated Statistics Canada socioeconomic data from the 2016 Census. Approximately half will be allocated based on Deep Core Housing Need, while the other half will be allocated based on the Provincial Priorities Indicator component of the former CHPI program.

Component of Needs-Based Funding	Proportion
<i>Deep Core Housing Need:</i> Service Manager area share of households in Deep Core Housing Need as defined by the Canada Mortgage and Housing Corporation (CMHC).	50%
<i>Low Income and Shelter:</i> Service Manager area share of households that are LIM-BT (Low Income Measure 50 per cent before tax) and that pay more than 50 per cent of before tax income on shelter, as a percentage of total provincial households.	17%
<i>Unemployment:</i> Service Manager area share of unemployed population, as a percentage of total provincial unemployed population.	17%
<i>Indigenous Identity:</i> Service Manager area share of provincial Indigenous identity population (including First Nations, Inuit, and Métis).	8%
<i>Youth:</i> Service Manager area share of youth population aged 16-25 years	8%

Future Fiscal Years

Please note that funding allocations for the 2023-24 fiscal year and beyond are contingent on provincial budget approvals and will be communicated at a later date. Service Managers will be notified of any changes to their HPP allocations and/or allocation methodology.

To make further progress in allocating funding to meet local need, the ministry intends to review the funding allocation methodology for the overall HPP funding envelope. The Ministry intends to consult with Service Managers. Further details regarding consultation and next steps will be communicated in 2022-23.

Transfer Payment Agreements

Service Managers are required to enter into a new Transfer Payment Agreement (TPA) with MMAH in order to participate in the HPP and to receive the funding allocated to them. The TPA outlines the roles, responsibilities, and accountability requirements of the program.

The new HPP TPA will replace the existing CHPI Service Manager Service Agreement, HFG Transfer Payment Agreement and Strong Communities Rent Supplement Program Memorandum of Understanding. Please note, however, that existing HFG capital affordability and milestone transfer payment arrangements committed prior to April 1, 2022 will continue to be administered as a legacy component of HFG.

The TPA may need to be renewed and/or amended as program implementation progresses and the program matures. This may include but may not be limited to amendments to terms and conditions, program updates including updated program guidelines, and additional program communications.

Investment Plan

Service Managers are required to submit an annual HPP Investment Plan for ministry approval outlining how the Service Manager plans to allocate funding among the different service categories of the HPP (see [Outputs](#) section below), and how this is intended to contribute to the objectives of the program.

While planning for the implementation of the HPP, Service Managers are encouraged to consider how investments:

- support a shift away from emergency responses towards prevention and permanent housing and contribute to a reduction in chronic homelessness.
- support priority populations who may be at a greater risk of homelessness (for example, youth, Indigenous Peoples, and people transitioning from provincial institutions.)

The ministry will review Investment Plans for alignment with the intended outcomes of the HPP and to verify compliance with the HPP Transfer Payment Agreement, HPP Program Guidelines, and any other applicable government directives or legislation.

The plan will be **due to the ministry no later than April 15th** of each year and must be approved by the Service Manager's local Council, District Social Services Administration Board, or a delegated authority. The plan must include at minimum the information requested in the ministry's Investment Plan templates, including:

- Projected use of funding and number of households supported for each service category in each quarter.
- Details on the types of services and activities that will be funded for each service category.
- An outline of strategic considerations informing the Investment Plan.
- Attestation that funds used for program administration comply with program guidelines (i.e., they are being used only to fund the administration of HPP services and supports) and that all information submitted is accurate.
- Local standards as required by the standards framework for Residential Services Homes, if applicable (see Appendix C – Guide to the Residential Services Homes Standards Framework for more information)

Please note that there are no requirements for a minimum or maximum amount of operating and/or capital expense within each service category. Service Managers are best placed to determine local needs and will be provided the flexibility to determine these amounts in their Investment Plans.

Service Managers must report back on progress on a quarterly basis through the Transfer Payment Ontario (TPON) system. Quarterly updates must provide a forecast reflective of any

variances from the initial plan and a detailed variance explanation if applicable. When completing the Investment Plan and quarterly updates, Service Managers must provide the most accurate forecast and reflection of expenditures for the year.

Operating Payment Process

Subject to the TPA, operating funding will be issued to Service Managers based on projections in their approved Investment Plans and quarterly updates each year. Payments typically follow a quarterly schedule (in April, July, October, and January of each year), subject to quarterly report reconciliation of actual program spending and forecasts.

The first quarter (April) operating payment for fiscal 2022-23 will be initiated upon receipt of an executed Transfer Payment Agreement, based on 25% of the Service Manager's total allocation. Subsequent quarterly payments (Q2, Q3, Q4) will be issued based on the approved annual Investment Plans and quarterly updates.

Please note that payments related to capital projects follow a different process. Please see [Capital Funding Requirements](#) for further information.

Outputs: Service Categories

The HPP recognizes that Service Managers know where community need is greatest and where investments can make the most impact on preventing, addressing and reducing homelessness, including chronic homelessness. Service Managers have the flexibility to use allocated funding for any of the following service categories, provided the ministry has approved the Service Manager's Investment Plan and the expense is eligible.

A. Operating Service Categories

- **Supportive Housing**

- Refers to a combination of housing assistance with individualized, flexible, and ongoing support services (for example, mental health and addictions supports, assistance with daily living, and other services).
- For the purposes of HPP, this category includes transitional housing and residential services homes (i.e., former domiciliary hostels).

- **Community Outreach and Support Services**

- Refers to services and supports, such as community outreach and food security programs, as well as case management and referrals for people on By-Name Lists.
- Also includes ongoing supports and services (such as counselling, medical care, or assistance with daily living) for people not receiving long-term housing assistance, which would be considered supportive housing under HPP.

- **Housing Assistance**

- Refers to short-term/emergency assistance, non-financial housing assistance, and long-term housing assistance (such as rent supplements and housing allowances) for people not receiving ongoing support services, which would be considered supportive housing for the purposes of the HPP.
- Includes rent supplements under the former SCRSP program.

- **Emergency Shelter Solutions**

- Refers to expenses directly related to operating and staffing emergency shelters.

B. Capital Service Categories

- **Supportive Housing:** new facilities and retrofits.
- **Emergency Shelters:** new facilities and retrofits.

C. Administration

- Costs not directly related to delivering services and supports, such as back-office administration, professional services, and office expenses.

Eligible Expenses

Compared with the former CHPI, HFG and SCRSP programs that the HPP replaces, service categories in the HPP are designed to be better defined, so that Service Managers have more guidance on how program costs should be classified. They are also more flexible in that a wider variety of program expenses are recognized.

Please note, however, that Service Managers **may only allocate funding towards eligible expenses under each service category**. If a proposed expense does not clearly fall within a service category's eligible expenses as outlined in this guide, the Service Manager should contact MMAH staff for guidance. In some cases, the ministry may authorize Service Managers to allocate funding to an expense not specifically listed in this document and may reflect this approval in future versions of these program guidelines.

A. Operating

Supportive Housing

Supportive housing combines long-term housing assistance (e.g., rent supplements, housing allowances) with individualized, flexible, and ongoing support services (e.g., , counselling, life skills training, activities of daily living, behaviour supports) to enable people to live as independently as possible in their community.

Supportive housing may be place-based (situated in one building or location) or in scattered sites where supports are delivered through home visits, in the community or via phone/virtually. As well, supportive housing may include congregate living arrangements or may be available through a self-contained unit. For further clarity, this could exist within the context of social housing and other forms of government-assisted housing (e.g., rent supplements, housing allowances).

For the purposes of HPP, supportive housing also includes:

- Transitional housing, which is typically considered as an intermediate step between emergency shelter and permanent housing and has limits on how long an individual or family can stay (generally up to four years). It is intended to offer a supportive living environment for its residents, including offering them structure, supervision, support (for addictions and mental health, for instance), and life skills to become more independent.
- Residential Services Homes, i.e., housing in which the Residential Services Homes Standards Framework applies (see [Appendix B](#)). Residential Services Homes include long-term housing facilities that were previously funded under the former Domiciliary Hostel Program, or housing where the housing provider delivers both long-term housing and on-site daily supports and services to its tenants. Examples of on-site daily supports and

services may include providing tenants with meals, laundry and cleaning services, and assistance with personal care and medication.

Eligible Expenses

- **Housing assistance for people in supportive housing.**
 - Ongoing / long-term housing assistance including rent supplements and housing allowances provided as part of supportive housing.
- **Support services for people in supportive housing. E.g.:**
 - Mental health and addictions (MHA) supports:
 - Activities could include assessment, support, treatment, withdrawal and counselling services; case management and navigation; delivery of harm reduction activities; prevention, interventions and recovery related supports.
 - Other health-related supports not covered under MHA supports.
 - Activities could include community nursing; community paramedicine; assistance with medication; and wellness/health promotion activities and education.
 - Life skills development and daily living supports:
 - Activities could include life skills development such as budgeting; assistance with personal care; daily living supports such as housekeeping, laundry, cooking and shopping; and assistance to access education, training, employment or income support.
 - Culturally-relevant supports for Indigenous people:
 - Activities could include traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community; and supports to access traditional or culturally sensitive healing services (e.g., healing circles, sweat lodges ceremonies, access to traditional medicines).
 - Other supports not included above for people in supportive housing.
 - For example, costs to reduce the potential for infection and transmission in congregate supportive housing settings, such as the purchase of Personal Protective Equipment.
- **Minor retrofits or upgrades to existing supportive housing facilities** with a total funding request of up to \$50,000
- **Residential services homes.**
 - Costs associated with providing housing in Residential Services Homes.
 - Necessary basic needs (e.g., food, clothing, blankets, hygiene items, and other essentials).

- On-site daily supports and services (e.g., meals, laundry and cleaning services, and assistance with personal care and medication).
- Costs to reduce the potential for infection and transmission of contagious illnesses among residents and staff of Residential Services Homes (e.g., personal protective equipment).

Community Outreach and Support Services

This service category refers to operating supports and services provided outside to individuals not in supportive housing (i.e., the services are short-term/emergency supports or are ongoing but not linked to a person receiving long-term housing assistance). Services provided on an ongoing basis to a person receiving long-term housing assistance should be expensed under the supportive housing service category.

This category also captures expenses related to maintaining a By-Name List, a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers are required to maintain a By-Name List that meets the provincial requirements.

Costs that can be expensed under this service category include engaging clients from the By-Name List through assessments, case management and referrals, including within emergency shelters or supportive housing settings. Costs associated with maintaining a By-Name List are also eligible under this service category.

Note: Service Managers that receive funding from other sources for By-Name List implementation and associated activities are expected to allocate those funds first before using their HPP funding for By-Name List activities.

Eligible Expenses

- **Case Management and Outreach.**
 - For example, outreach to people experiencing homelessness which may include wellness checks; clothing and blankets; hygiene items; referrals to community agencies and other supports.
 - Costs associated with other important case management and individualized planning processes, such as pre-discharge planning from provincial institutions (e.g., hospitals and correctional facilities) and development of support service plans.
- **By-Name List related activities** and other important case management/referrals processes. E.g.:

- Costs associated with engaging clients from the By-Name List including assessments, case management, navigation, referrals, assistance to access support service, and development of support service plans.
 - Costs associated with maintaining a By-Name List to meet provincial requirements (e.g., staffing, data management, and training).
- **Food security.**
 - For example, food banks, grocery vouchers, food assistance.
- **Employment, education, training supports.** E.g.:
 - Services directed towards individuals and families to help them access income benefits.
 - Pre- and post-employment services that bridge individuals and families to the labour market and assist them to maintain employment and build self-sufficiency.
 - Services to support essential skills development; and services to connect individuals and families to education and training programs.
- **Mental Health and Addiction (MHA) supports for individuals not in supportive housing.**
 - For example, support, treatment, withdrawal and counselling services; case management and navigation; delivery of harm reduction activities; prevention, interventions, and recovery.
- **Other health-related supports not included under MHA supports for individuals not in supportive housing.:**
 - For example, community nursing; community paramedicine, assistance with medication; and wellness/health promotion activities and education.
- **Life skills development and daily living supports in the community.:**
 - For example, life skills development such as budgeting; assistance with personal care; daily living supports such as housekeeping, laundry, cooking and shopping; and assistance to access education, training, employment or income support.
- **Culturally-relevant supports for Indigenous people.**
 - For example, traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community; and supports to access traditional or culturally sensitive healing services (healing circles, sweat lodges ceremonies, access to traditional medicines)

Housing Assistance

This service category covers the use of operating funding to support people in obtaining and retaining housing, including both financial and non-financial housing assistance. This kind of assistance is an important tool in preventing and addressing homelessness.

Please note that long-term financial housing assistance for people receiving ongoing support services should generally be expensed as part of the supportive housing service category.

Eligible Expenses

- **Short-term / emergency financial assistance:**
 - This could include assistance with rent arrears (e.g. rent banks), utilities arrears, time limited rental assistance (e.g. rapid rehousing; emergency housing assistance), and emergency repairs to housing units.
 - Financial assistance to set up a housing unit. This includes: first/last months' rent, moving costs, costs for start-up items such as furniture, household products and housewares.
- **Long-term housing assistance:**
 - Housing allowances or rent supplements intended to be ongoing (e.g., lasting for year or more) not provided as part of supportive housing, transitional housing or Residential Services Homes.
- **Non-financial assistance:**
 - Activities could include housing help, eviction supports, legal supports to avert eviction, budgeting assistance, shelter diversion, hoarding assistance, landlord-tenant assistance.

Emergency Shelter Solutions

Emergency shelter solutions include services and supports that provide immediate relief or protect households / people who are experiencing homelessness. Operating funding under the Emergency Shelter Solutions service category may be used to support the operating costs of providing shelter, services, and basic needs in emergency shelter facilities.

Emergency shelters may target specific sub-populations, including women, families, youth or Indigenous persons. These shelters typically have minimal eligibility criteria, may offer shared sleeping facilities and amenities, and may expect clients to leave in the morning. They may offer food, clothing or other services. This would include hotel and motel stays, for example where no emergency shelters exist or in overflow situations.

The ministry recognizes that emergency shelters are an important pillar of support for people experiencing homelessness. However, as Investment Plans are developed, Service Managers are encouraged to consider how investments can best be made to shift from a reliance on emergency shelters towards prevention and long-term housing.

Eligible Expenses

- **Services related to the provision of emergency shelter beds** including beds provided in hotels/motels and vouchers for hotels/motels.
- **Necessary basic needs.** E.g., food, clothing, blankets, hygiene items, diapers, and other essentials
- **Services offered within the emergency shelter or by shelter employees.** E.g., housing search assistance; childcare within the shelter; nursing; transportation for shelter residents; outreach to former shelter residents.
- **Costs to reduce the potential for infection and transmission among shelter residents and those who work with them.** E.g., purchase of Personal Protective Equipment.
- **Minor retrofits or upgrades to existing emergency shelters** with a total funding request of less than \$50,000.

B. Capital

To support Service Managers in maintaining and expanding the supply of supportive housing and in maintaining the availability of emergency shelters where there is a local need, the HPP provides the flexibility for Service Managers to allocate funding towards capital expenses.

Please note that all ongoing operating costs associated with capital projects funded under HPP will be the responsibility of the respective Service Manager, and Service Managers will be expected to articulate how they plan to manage these costs as part of Project Information Forms.

Please refer to [Capital Funding Requirements](#) later in this document for further guidance on approval, reporting and payment processes related to capital.

Eligible capital expenses include the following

Supportive Housing

- **New Facilities:**

- Acquisition and, where required, rehabilitation of existing buildings to create transitional housing or permanent supportive housing.
- Conversion of existing buildings to create transitional or permanent supportive housing.
- Expansion of an existing transitional housing or permanent supportive housing facility.
- Conventional or modular construction of a new permanent supportive or transitional housing facility or expansion of a current transitional or permanent supportive housing construction project in-progress to increase capacity.

- **Retrofits:**

- Renovation, retrofitting, repair and upgrading of existing transitional housing and permanent supportive housing facilities, for example, to meet building code standards and public health requirements. (Note that retrofit / renovation costs below \$50,000 should be considered as an operating expense.)

Emergency Shelters

- **New Facilities:**

- Costs to assist with the acquisition of buildings that would be converted/upgraded to provide emergency shelter.
- Conversion of an existing property and/or expansion of an existing facility to create additional emergency shelter spaces.
- Conventional or modular construction to increase emergency shelter capacity.

- **Retrofits:**

- Renovation, retrofitting, repair and upgrading of existing emergency shelters to meet building code standards and public health requirements (e.g., building self-contained bedrooms, adding walls/partitions, washrooms)

C. Administration

Eligible administrative expenditures are those supporting but not directly related to the delivery of HPP programming, including but not limited to:

- **Staff that do not directly deliver services to clients.**
 - Salaries, wages and benefits for administrative staff and back-office functions, such as those providing accounting, reporting, IT support, communications, security, and human resources and program management functions.
 - Administrative costs associated with planning, managing and evaluating homelessness supports and services, enumeration (in years the ministry requires Service Managers to complete enumeration).
 - Professional development and staff training.
- **General office expenses:**
 - Utilities, information technology, phone/internet, postage/courier, office supplies, and cleaning.
- **Professional services:**
 - Contracting for services such as bookkeeping, consulting, communications, translation, legal fees, and audit costs.

Ineligible expenses include administration costs not associated with the HPP program delivery and capital costs (outside of eligible expenses related to supportive housing and emergency shelters outlined in other service categories.)

In the 2022-23 fiscal year, Service Managers may use up to 7.5 per cent of their annual HPP allocation for program administration costs. Starting in the 2023-24 fiscal year, this cap will be reduced to 5 per cent of each Service Manager's annual funding allocation, to help ensure more funding is directed towards front line programming.

Service Managers must ensure that program administration funds are used efficiently and only in support of the delivery of HPP services and supports. Service Managers are required to include the amount of HPP funding used for program administration in their Investment Plans and report back on the use of this funding in their quarterly updates and year-end reports. Service Managers must ensure any underspending in administration is recovered by the ministry or reallocated towards eligible HPP operating expenses in the same fiscal year (see [Other Program Requirements](#) below.)

Notwithstanding the cap on administrative spending, the ministry may authorize Service Managers to spend above the cap in exceptional circumstances. Prior approval from the ministry must be sought; Service Managers should [contact MMAH staff](#) for guidance.

Outcomes

Reporting

Generally, all Service Manager reporting must be done through the government's Transfer Payment Ontario (TPON) system, unless otherwise indicated by the ministry. This includes but is not limited to the submission of investment plans, quarterly reporting, project information forms, and project documentation.

There are five reports due for each program year:

Report	Due Date	Details
Investment Plan	April 15 th of each year for the next program year	Projected quarterly operating expenditures and capital commitments by Service Category. Proposed Plan including proposed use of funding by Service Category.
Q1 Report Back	July 15 th of each year	Actual quarterly expenditures and commitments for Q1 and projected quarterly expenditures and commitments for Q2-Q4 by Service Category.
Q2 Report Back	October 15 th of each year	Actual quarterly expenditures and commitments for Q1 and Q2 and projected quarterly expenditures and commitments for Q3 and Q4 by Service Category.
Q3 Report Back	January 15 th of each year	Actual quarterly expenditures and commitments for Q1-Q3 and projected quarterly commitments and expenditures for Q4 by Service Category. Attestation that Service Managers intends to fully take-up all funding by fiscal year end.
Year End Report	May 31 st of each year for the previous program year	Actual quarterly operating expenditures and capital commitment for previous program year. Municipal homelessness program spending. Performance indicator reporting for previous program year.

By-Name Lists

A By-Name List is a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers have an operational By-Name List in place to better understand homelessness in their communities, track changes in service needs over time, and effectively coordinate and prioritize service delivery. As part of HPP requirements, Service Managers must maintain their By-Name List in accordance with Ontario requirements and report on key performance measures.

Please note that the ministry intends to release new By-Name List requirements that will build on the current requirements. These new requirements will be expected to be implemented by April 1, 2023. Further details on the new requirements for By-Name Lists will be provided in a separate document to be released in early 2022.

Performance Indicators

Building on the implementation of By Name Lists as well as the recommendations outlined in [Appendix A](#), a set of performance indicators have been developed to monitor and track progress on the achievement of HPP outcomes, including the ultimate goal of measuring a reduction in homelessness and chronic homelessness.

For each performance indicator, data elements will be reported annually in the year-end report by Service Managers. It includes reporting on unique households assisted, By-Name List data and breakdowns by the provincial priority groups (i.e., Chronic Homelessness, Youth, Indigenous, Transitions from Provincial Institutions) as recommended by the Expert Advisory Panel on Homelessness (2015) and (re)recommended by the Auditor General in December 2021.

By collecting data elements to calculate the following indicators, HPP can monitor progress towards the goals of preventing, addressing and reducing homelessness, including chronic homelessness. The data elements will be collected for the overall population participating in the program and by provincial priority group of participants (i.e., Chronic Homelessness, Youth, Indigenous, Transitions from Provincial Institutions).

Performance indicators for measuring the achievement of the HPP's outcomes include:

- #/% of participant households who were at-risk of homelessness at program entry
- #/% of at-risk participant households assisted to retain housing by provincial priority group by housing type
- #/% of at-risk participant households assisted who retained housing for 12 months or more
- #/% of at-risk participant households who received community outreach and support services

- #/% of participant households who were experiencing homelessness at program entry
- #/% of participant households experiencing homelessness who received assistance to obtain housing by provincial priority group by housing type
- #/% of participant households experiencing homelessness assisted to retain their housing for 12 months or more
- #/% of participant households experiencing homelessness assisted with community outreach and supportive services
- #/% of people on BNL who obtain housing
- #/% of people on BNL participating in HPP
- #/% change in units of supportive housing stock preserved and created
- Emergency shelter usage
- Emergency shelter capacity
- Change in number of individuals on BNL
- #/% of people experiencing homelessness by provincial priority group, including chronic homelessness
- # of people who become homeless (new or return)

Please note that a separate **HPP Performance Indicators Reporting Guide** will be released with details on specific data elements, definitions and instructions.

Capital Funding Requirements

New Facilities

Project Submission Process

Service Managers will solicit proposals and select projects through appropriate procurement processes to recommend to the Ministry for funding approval within their allocations.

Recommended projects shall:

- Be approved by Council and/or Board;
- Be able to sign a Contribution Agreement and registration of mortgage security or an alternate form of security (conversion, conventional, or modular housing projects) **no later than November 30** of each program year;
- For acquisition projects, the executed Agreement of Purchase and Sale must have a **closing date no later than March 1** of each program year;
- Commence construction, acquisition, rehabilitation and/or conversion within 120 days of the date of commitment and be completed within two years of the date of commitment;
- Meet the current Ontario Building Code, public health, and other applicable requirements;
- Reflect the best value for money, for example by using competitive procurement processes where possible, and ensuring that costs per unit are reasonable;
- Include information on how the on-going operating financial requirements for the project will be met; and
- Address local housing/homelessness needs.

In addition, for Supportive Housing New Facilities projects:

- have rents that on average are at or below 80 per cent of the Canada Mortgage and Housing Corporation (CMHC) Average Market Rent (AMR) for the community or as approved by MMAH for a minimum of 20 years; and
- Provide a clear indication about the types of supports that will be made available directly, or via partnership (via agreement, Memorandum of Understanding, or other arrangement). Support services must be provided for a minimum period of 10 years.

In addition, for Emergency Shelter Solutions New Facilities projects, facilities must operate for their intended use for a minimum of 20 years.

Service Managers are encouraged to give priority consideration to projects that:

- Have contributions by others, including the Service Manager, host municipality, and proponent, to be used in partnership with HPP funding;
- Are sponsored by providers that agree to project affordability periods beyond the minimum 20-year term to ensure the longer-term supply of affordable housing stock;
- Have energy efficiency features that reduce and/or eliminate greenhouse gas emissions; and
- Are fully accessible and/or have units that are accessible to persons with disabilities.

All projects must be submitted through the TPON system along with additional project background information such as information contained in Council/Board reports.

Contributions by Others

Service Managers and proponents are encouraged to provide contributions in order to increase the financial viability of the project and/or to provide deeper affordability.

Contributions by Service Managers may include: waiving or reducing development charges, planning approvals application fees, building permit fees, and full property tax exemptions as well as contributions of municipal grants, and municipally-owned land.

Project Approval Process

Project approval will be based on alignment with the approved Investment Plan, consideration of the information submitted to the Ministry and the ability to meet the program's eligibility criteria and timelines.

Once approved, a project will receive a Conditional Letter of Commitment from MMAH, which confirms ministry approval and outlines the steps to take prior to signing a Contribution Agreement.

The Contribution Agreement shall describe legal obligations and reporting requirements for the project. All Service Managers are required to enter into Contribution Agreements directly with proponents and shall require the forgivable loan to be secured through a mortgage or alternate form of security.

The deadline to commit funding – i.e., execute Contribution Agreements and submit executed Agreements of Purchase and Sale (for acquisition projects), registration of mortgage security or an alternate form of security (for conventional, conversion, or modular housing projects) – will be November 30 of each program year, to allow time for realignment between operating and capital funding, or reallocation of funds if necessary.

The Ministry reserves the right to return a project application for revision and resubmission if it is

not consistent with these Program Guidelines and/or required information is missing.

Funding

Emergency Shelter Solutions and Supportive Housing New Facilities capital funding must be provided as a secured forgivable capital loan.

Service Managers are required to perform their due diligence to ensure that a project is financially viable from a construction cost and on-going operating perspective, and the program expenditures represent a prudent and best value use of public dollars.

Payment Process

The Ministry will advance funding directly to Service Managers, who will be responsible for making project payments to proponents. Service Managers will advance funds to proponents based on the completion of milestones and compliance with the program requirements.

Funding for acquisition, rehabilitation and/or modular housing will be advanced to Service Managers based on the following instalments:

1. Up to 90 per cent following signing of the Contribution Agreement; and
 - a. submission of Agreement of Purchase and Sale for acquisition projects (funding will be advanced within 15 business days of the closing date); or,
 - b. registration of mortgage security or an alternate form of security that is acceptable to the ministry.
2. Remaining funding upon confirmation of completion and submission of required documentation including registered security.

Up to 100 per cent of the funding may be provided, if required, to finance the purchase. If the capital funding provided under the HPP is insufficient to cover the cost of the acquisition of the building and/or any rehabilitation work required, the Service Manager must demonstrate the additional funding sources being accessed to complete the project.

Funding for conventional and other projects will be based on the following instalments:

1. 50 per cent at signing of the Contribution Agreement and submission of mortgage security registration or alternate form of security that is acceptable to the Ministry;
2. 40 per cent at confirmation of 50 per cent construction completion; and
3. Remaining upon confirmation of completion and submission of required documentation.

All final payments are required to be made within two years of signing the Contribution

Agreement. Service Managers are required to ensure that all projects are completed and request the final payment prior to this deadline.

Project Reporting

Service Managers must complete a Project Information Form (PIF) through the TPON System supplemented by regular milestone updates in TPON, along with detailed construction / acquisition / rehabilitation progress reports to ministry contacts describing project progress and potential issues of concern that might delay or jeopardize the project.

Any delays to the construction start or completion timelines for New Facilities projects must be communicated to the ministry as early as possible. Extensions to the construction start and completion timelines are subject to ministry approval.

Service Managers must also ensure that the following documentation is submitted in the TPON System:

- For acquisition projects, registration of mortgage security or an alternate form of security once acquisition is complete;
- Confirmation of Construction Start (for conventional and other projects);
- Confirmation of 50 per cent construction completion (for conventional and conversion projects);
- Confirmation of Project Completion/Initial Occupancy Report (for all projects); and
- An Audited Financial Statement for the project within six months following project completion/initial occupancy date, or such additional time acceptable to MMAH.
- Annual Occupancy Reports for the affordability period.

PIFs will require Service Managers to report on the following information for performance indicators:

- Number of new facilities/housing (and number of units) created (i.e. acquisition, conversions, modular units) by type of housing; and
- The population targeted for the housing project.

Service Managers must confirm that capital projects funded under the HPP meet the affordability requirements and/or continue to be used for their intended purpose.

During the minimum 20 year intended use period for Emergency Shelter Solutions New Facilities projects, proponents may not, without the Ministry's consent, dispose of assets developed/acquired with Funds under these Program Guidelines. However, new facilities

developed/acquired by the Service Manager may be sold prior to the expiry of the minimum 20-year intended-use period, so long as the Service Manager is of the view that the facility is no longer needed for its intended use, and ensures that all proceeds are reinvested into the housing and homelessness sector.

Affordability Criteria and Rents

Approved Supportive Housing New Facilities projects must remain affordable for a minimum period of 20 years. Affordability is defined as having rents for the project that are at or below 80 per cent of CMHC AMR at the time of occupancy. If the Service Manager wishes to provide greater affordability to tenants, then rent supplements may also be utilized.

Average rent is calculated using actual rents paid by tenants, and any rent supplements provided by the Service Manager. If rent supplements are used in HPP units to provide deeper affordability for tenants, the Service Manager shall ensure that total rent received by a proponent, including rent from the tenant and any rental supplements from the Service Manager or other party shall not exceed 100 per cent of CMHC AMR. In addition, the total of the rent paid by the tenant and any federal and/or provincially funded rent supplements paid to the proponent must be used to calculate the weighted average rent in a project.

While individual unit rents may be set above or below the 80 per cent threshold, in no instance shall an HPP-funded unit have a rent that is greater than the CMHC AMR for the relevant bedroom type for the area.

If CMHC AMRs are not available for certain communities, or in instances where in the opinion of Service Managers the CMHC AMRs do not reflect the actual AMRs in the local market area, Service Managers may request an alternate AMR by submitting a business case including a local market rent survey for the Ministry's consideration.

Projects may include both HPP units and market units; however, only units with rents that meet affordability requirements will receive HPP funding.

Rent increases under this program must be in accordance with the *Residential Tenancies Act, 2006* (RTA) rent increase guideline. The Transfer Payment Agreement provides that rent increases follow the RTA rent increase guidelines (irrespective of whether they apply) and that average rent for a Supportive Housing New Facilities Project must still remain at or below 80 per cent of CMHC AMR.

Retrofits

Project Submission and Approval Process

The Service Manager is responsible for selecting all eligible projects, monitoring progress, completion of projects, quality of work, and for advancing funds.

Once an eligible project has been approved by the Service Manager, a completed Project Information Form along with an executed loan agreement and promissory note securing the funding must be entered and submitted in the TPON System for ministry review and approval to commit the funding.

MMAH reserves the right to return a project application for revision and resubmission if it is not consistent with the Program Guidelines or if information is missing or incomplete.

Funding

Emergency Shelter Solutions and Supportive Housing Retrofit funding must be provided as a secured forgivable capital loan based on the cost of the work items approved by the Service Manager. Loans are to be secured by a mortgage registered on title upon project completion.

Payment Process

Funding will be advanced to Service Managers and based on the following instalments:

1. 50 per cent when a completed Project Information Form along with an executed loan agreement between the Service Manager and proponent, and signed promissory note are submitted and approved by MMAH in TPON;
2. 40 per cent at confirmation of 50 per cent project completion; and
3. 10 per cent at confirmation of final project completion and mortgage registered on title.

MMAH may consider a higher upfront payment based on local need with supporting documentation.

Service Managers must ensure project status is updated and documents are posted in TPON on an on-going basis. Retrofit activities must start within 120 days of the date of the funding agreement.

Service Managers are responsible for project selection and approval, monitoring progress and completion of projects, quality of work, and for the advancement of funds. Retrofit activities must be completed in two years of the date of loan agreement.

Any delays to the repair start or completion timelines for Retrofit projects must be communicated

to the ministry as early as possible. Extensions to the repair start and completion timelines are subject to ministry approval.

Project Reporting

Service Managers must regularly update progress on project activities and payments to proponents through the TPON system. Confirmation of construction start and completion for each project must be submitted in TPON.

PIFs will require Service Managers to report on the following information for performance indicators:

- Number of units retrofitted/repaired.
- Vulnerable population group(s) targeted for the housing project.

Service Managers must confirm that Retrofit projects funded meet the affordability requirements (i.e., with rents at or below AMR for the bedroom type for the local area) and/or continue to be used for their intended purpose, for a minimum period of 10 years following completion.

Other Program Requirements

Reallocation

Service Managers must make best efforts to ensure that planned operating and capital expenditures are accurate. If changes in operating and capital funding are required, Service Managers must submit a business case to the ministry for approval. Please note that **requests to realign operating and capital funding made after November 30th of the respective fiscal year may not be approved.**

The Ministry, at its sole discretion, reserves the right to re-allocate funds to another Service Manager in instances where a Service Manager may not be able to fully utilize their annual HPP allocation within a fiscal year.

After the end of Quarter 3 of each fiscal year (December 31st), the Ministry will review Service Manager progress in their spending against their annual allocation to determine if there will likely be unspent program funds in a Service Manager area. If it is determined that under-spending is likely to occur, funds may be reallocated to another Service Manager area before the end of the fiscal year.

Year-End Reconciliation

Service Managers are required to fully spend their annual operating funding and commit capital funding in the fiscal year that the funds are allocated.

With the ministry's approval, where an approved eligible capital project is cancelled or reduced after the end of the fiscal year (March 31st) in the year approved, the affected funding will be considered to remain approved provided that the Service Manager recommits the affected ministry funding to previously approved eligible project(s) eligible under the same capital service category and within the same fiscal year in which the cancellation or reduction occurred within the original approved allocation.

The recommitment period is limited to one subsequent fiscal year (i.e. the subsequent March 31st) following the year of initial commitment. Any subsequent savings identified through cancelled or reduced projects must be returned (recovered) to the Ministry upon demand and generally cannot be carried over into the next fiscal year.

Service Managers are required to submit a year-end financial report to the Ministry by May 31 of each year outlining actual expenditures for the prior fiscal year (April 1 to March 31). Identified savings will remain unspent (recoveries) and may be required to be returned (recovered) to the Ministry upon demand and cannot be carried over into the next fiscal year.

All recoveries will be completed through the Transfer Payment Ontario (TPON) system. Service Managers will be notified by the Ministry prior to any recoveries made with information regarding the recovery and next steps.

Return of Funding

Operating funds allocated in a fiscal year are required to be fully spent by March 31. Operating expenditures are considered spent if funds have been paid by March 31 and, if not paid, owed to [others] as of March 31 by the Service Manager.

If funds are not fully spent by Service Managers or are not used for an eligible expense under these Program Guidelines, funds shall be returned to MMAH on demand.

All remedies under these Program Guidelines shall survive any termination or expiry of the Program.

Audit Requirements and Reviews

Service Managers shall support the ministry in exercising its rights to audit and inspect Service Managers to ensure program funding is used in compliance with these Program Guidelines as is set out in the HPP Transfer Payment Agreements.

Risk Assessment

The ministry is committed to ensuring risk management planning is incorporated into policies, operations and program delivery. Service Managers are encouraged to assess their risk and capacity to deliver the HPP on an annual basis. The ministry will make available a Risk and Capacity Assessment template to assist service managers in this work.

Indemnification and Repayment

There are obligations for all HPP parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Transfer Payment Agreement.

Compliance with Statutes: Attestation and Tax Compliance Verification

Service Managers are required to have good standing with tax laws and attest to being in good standing with labour and environment laws. Valid compliance information is required to be submitted within the organization's profile in TPON by April 1, 2022:

- Compliance with tax laws – tax compliance verification completed on the [Tax Compliance Verification Portal](#).
- Compliance with labour and environment laws – an attestation. An attestation form is available to be completed within the organization's profile in TPON.

French Language Services Act Compliance

Service Managers who are located in or servicing an area that is designated under the French Language Services Act (FLSA) are required to:

- Ensure services are provided in French; and,
- Make it known to the public (through signs, notices, other information on services, and initiation of communications in French) that services provided to and communications with the public in connection with HFG are available in French.

Services being provided to the public directly by Service Managers, or through the office of a sub-contractor (such as a local non-profit agency), are required to comply with the FLSA.

To demonstrate compliance, Service Managers are required to complete and submit a French Language Services Report to the ministry annually confirming that the requisite French language services are being provided.

Glossary

Term	Explanation
At risk of homelessness	Refers to households who are not homeless, but whose current economic and/or housing situation is precarious and/or does not meet public health, or safety standards.
Average Market Rent (AMR)	AMRs refer to the average rent by bedroom type for each community published yearly by the Canada Mortgage and Housing Corporation (CMHC) in the Rental Market Report.
By-Name List	Real-time list of people experiencing homelessness in the Service Manager area who consent to be on the list to be connected to supports and services they need.
Chronic Homelessness	Refers to people, often with disabling conditions (e.g., chronic physical or mental illness, substance abuse problems), who are currently homeless and have been homeless for six months or more in the past year (i.e., have spent more than 180 cumulative nights in a shelter or place not fit for human habitation). These are individuals who move in and out of homelessness.
Deep Core Housing Need (DCHN)	A household is said to be in DCHN if its housing falls below at least one of the adequacy, affordability or suitability, standards and it would have to spend 50 per cent or more of its total before-tax income to pay the median rent of alternative local housing that is acceptable (meets all three housing standards).
Emergency Shelter	<p>A facility designed to meet the immediate needs of people who are homeless.</p> <p>Emergency shelters may target specific sub-populations, including women, families, youth or Indigenous persons. These shelters typically have minimal eligibility criteria, may offer shared sleeping facilities and amenities, and may expect clients to leave in the morning. They may offer food, clothing or other services.</p> <p>This would include hotel and motel stays, where no emergency shelters exist or in overflow situations.</p>
Fiscal Year	Provincial fiscal year that spans from April 1 st of one calendar year to March 31 st of the following calendar year.

Homelessness	The situation of an individual or family without stable, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it.
Household	A household may consist of a family group, a couple, or of a person living alone.
Indigenous	Persons who identify as First Nation, Métis or Inuit
LIM-BT (Low Income Measure 50 per cent before tax)	Low-income measure before tax (LIM-BT) is a fixed percentage (50%) of median adjusted total income of households observed at the person level, where 'adjusted' indicates that a household's needs are taken into account. Adjustment for household sizes reflects the fact that a household's needs increase as the number of members increase, although not necessarily by the same proportion per additional member.
Long-Term Housing	Housing that is provided to clients for a longer period of time, beyond one year. Includes: market rental, co-op housing, subsidized housing, group homes, housing formerly known as domiciliary hostels, supportive housing, ownership housing, etc.
Permanent Housing	Term used interchangeably in this document with long-term housing, above.
Provisionally Accommodated	Refers to those who are homeless and whose accommodation is temporary or lacks security of tenure. Provisional accommodations may include: staying with friends/acquaintances, correctional institutions, hospitals, residential treatment, etc. This does not include emergency shelters, group homes, retirement homes, long-term care homes, and crown ward facilities.
Retrofit	Renovation, retrofitting, repair and upgrading of existing capital to meet building code standards and public health requirements
Transitional Housing	Supportive, yet temporary, type of accommodation that is meant to bridge the gap from homelessness to permanent housing by offering structure, supervision, support, life skills, education, etc.
Supportive Housing	Housing that combines long-term housing assistance (e.g., rent supplements, housing allowances) with individualized, flexible, and ongoing support services (e.g., counselling, life skills training, activities of daily living, behaviour supports) to enable people to live as independently as possible in their community.

Youth	Persons aged between 16 and 25 years old.
Youth Homelessness	Youth homelessness refers to the situation and experience of young people under the age of 25 who are living independently of parents and/or caregivers, but do not have the means or ability to acquire a stable, safe or consistent residence.

MMAH Staff Contacts

Questions regarding the HPP may be directed to your respective MMAH Municipal Services Office (MSO) or Housing Programs Branch staff contact, as noted below:

Region & Contact	Contact Information
Toronto: Melissa Grieco <ul style="list-style-type: none"> Serving the City of Toronto 	Melissa.Grieco@ontario.ca
MSO Central: Ian Russell <ul style="list-style-type: none"> Serving Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, and York 	Ian.Russell@ontario.ca
MSO Eastern: Mila Kolokolnikova <ul style="list-style-type: none"> Serving Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, and Renfrew 	Mila.Kolokolnikova@ontario.ca
MSO Western: Cynthia Cabral <ul style="list-style-type: none"> Serving Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, and Windsor 	Cynthia.cabral@ontario.ca
MSO Northeastern: Cindy Couillard <ul style="list-style-type: none"> Serving Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, and Timiskaming 	Cindy.Couillard@ontario.ca
MSO Northwestern: Jessica Vail <ul style="list-style-type: none"> Serving Kenora, Rainy River, and Thunder Bay 	Jessica.Vail@ontario.ca

Appendix A: MMAH Initiatives Informing HPP

In recent years, the province has moved forward with several strategic activities and initiatives to address the challenges of housing and homelessness. The consolidation of the ministry's Community Homelessness Prevention Initiative (CHPI), Home For Good (HFG) and Strong Communities Rent Supplement Program (SCRSP) into the larger HPP is informed by these activities and strategies, which include:

Multi-Ministry Supportive Housing Initiative (MMSHI)

MMSHI is a cross ministry joint initiative between three ministries – MMAH, the Ministry of Health (MOH), and the Ministry of Children, Community and Social Services (MCCSS) – which together have 17 supportive housing programs (as of January 2022) assisting people with a wide range of needs.

In 2019, the province committed to reviewing Ontario's supportive housing system to help identify opportunities to streamline and improve coordination so that people can get the help they need. The review focused on two overarching objectives:

- **Improving services for people** (i.e., people with diverse needs have access to the right housing and supports, enabling them to maintain their housing and live as independently as possible).
- **System efficiency** (i.e., system design ensures that funding is spent where it has the greatest impact on people in the most efficient way).

In late 2020 through early 2021, MMAH, MCCSS, and MOH undertook a virtual engagement to seek input and feedback from key stakeholders, partners and Service Managers on how the government could improve the supportive housing system. Some of the feedback received included that the government consider:

- Reducing administrative and reporting burdens within and across programs.
- Providing greater flexibility within supportive housing programs to address both capital and operating funding needs.
- Additional funding to support the long-term sustainability of projects and increased capacity where needed to support individuals who need high intensity supports as well as linguistically and culturally appropriate service delivery models.

Community Homelessness Prevention Initiative / Home For Good Program Review

MMAH's CHPI and HFG programs were determined in scope for the supportive housing program

review above. MMAH engaged with Service Managers to assess program relevance, delivery, design and efficiency. Key issues identified included:

1. Fragmented funding and significant administrative burden, as well as insufficient operational funding for supportive housing.
2. Limited outcomes tracking and accountability measures needed to address chronic homelessness.
3. Inequitable distribution of funding due to program allocations that are based largely on historical spending and do not adequately reflect updated measures of community need.

The review noted that a redesigned program could incorporate the flexibility of CHPI and the longer-term supports and capital projects available under HFG, create greater efficiency by reducing administration and reporting complexity, and allow more Service Manager areas to create additional supply by incorporating a capital component.

Strong Communities Rent Supplement Program (SCRSP) Review

The recommendation to include SCRSP in the consolidated HPP program was informed by the findings from the Ministry's SCRSP program review. In late-2020, the Ministry launched a review of SCRSP to discuss several elements of the program design, program delivery experience and post-2023 planning as the program was set to expire on March 31, 2023.

Feedback from this consultation indicated widespread agreement that SCRSP is very important and an integral part of the affordable housing system and that significant concerns existed regarding the end of provincial funding. Service Managers have been clear regarding the need for funding certainty beyond March 2023.

Based on the findings of the SCRSP program review, the ministry decided to continue provincial funding through a consolidated HPP. Funding will be sustained so that Service Managers can continue supporting vulnerable households who may otherwise be at risk of homelessness while also providing greater flexibility to minimize underspending. The annual funding associated with SCRSP could be used by Service Managers to support existing recipients with any leftover funding moved across program components under HPP.

By-Name Lists

In March 2021, the provincial government directed all Service Managers to implement a By-Name List. A By-Name List is a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers now have an operational By-Name List in place to better understand homelessness in their communities, track changes in service needs over time, and effectively coordinate and prioritize service delivery.

Appendix B: Guide to the Residential Services Homes Standards Framework

(Formerly "Housing with Related Supports")

Introduction

Under the previous Community Homelessness Prevention Initiative (CHPI), SMs had the flexibility to use funding for services and activities in any of the following four services categories:

1. Emergency Shelter Solutions
2. Housing with Related Supports
3. Other Services and Supports
4. Homelessness Prevention

The Housing with Related Supports category included a Standards Framework that applied to certain types of housing with supports. The Standards Framework required that SMs develop local standards under eight provincial categories and that SMs implement a monthly allowance for tenants. This requirement continues under the Homelessness Prevention Program (HPP) for Residential Services Homes under the Supportive Housing service category.

SMs that elect to use HPP funds for housing that is covered by the Standards Framework must meet the requirements under the Standards Framework including developing local standards.

The purpose of this guide is to provide details on Residential Services Homes and to assist SMs with implementation of the Standards Framework at the local level.

Purpose of the Standards Framework

The purpose of the Standards Framework is two-fold:

1. to provide protection for vulnerable tenants who reside in long-term housing where tenants are dependent on the on-site daily supports and services delivered by the housing provider; and
2. to provide continued flexibility for SMs in the delivery of community-based housing solutions that address homelessness and those at risk of experiencing homelessness.

When Does the Standards Framework Apply?

The Standards Framework applies to Residential Services Homes funded under the HPP. This includes housing that was previously funded under the former Domiciliary Hostel Program.

The Standards Framework also applies when HPP funding is used for other long-term housing with supports that meets the following description:

- HPP funding provided to a housing provider to deliver both long-term housing and on-site daily supports and services to its tenants.
 - Examples of on-site daily supports and services may include providing tenants with meals, laundry and cleaning services, assistance with personal care and medication
 - Other support services may also be provided

When Does the Standards Framework Not Apply?

The Standards Framework does not apply when HPP funding is used for services and supports that fall do not meet the above description including the following examples:

- housing allowances or rent supplements
- programs or initiatives that provide rent supplements or housing allowances for clients with separate support services (e.g. case management or housing advocacy services provided by a community or housing agency)
- support services only (e.g. funding to community agencies or housing providers to provide support services only, such as case management, advocacy, drop-in support programs, food programs etc.)
- transitional housing beds or programs.

Monthly Allowance for Personal Use

Under the Standards Framework, there is a requirement that tenants living in housing with supports where the Standards Framework applies have a minimum amount of money for personal use. This amount is referred to as a monthly allowance. There is a provincial category requiring that SMs establish standards for the management of the monthly allowance (see Schedule A).

The amount of the monthly allowance must be no less than the amount for personal needs set out in paragraph 1 of section 32(1) of Ontario Regulation 222/98 (General) under the *Ontario Disability Support Program Act, 1997* (see <https://www.ontario.ca/laws/regulation/980222#BK35> for more information.)

If during the year, the amount for personal needs changes under the regulation, there must be a corresponding change made to the tenant's monthly allowance effective April 1 of the following

fiscal year.

The tenant must either receive or retain no less than the minimum monthly amount of money for personal use. The allowance must be in the form of a monetary amount (not in-kind).

The ministry encourages SMs to set out the requirement for a monthly allowance in their agreement with the housing provider.

Developing Local Standards

SMs that fund housing where the Standards Framework applies, as described above, must develop local standards for the delivery of that housing.

The Standards Framework includes eight broad provincial categories for which local standards are required. These eight provincial categories are described in Schedule A to this Guide.

In addition, the ministry requests that SMs consider certain health and safety recommendations when developing their local standards under these eight provincial categories. These recommendations are set out in paragraphs one to nine of the Verdict of Coroner's Jury from the inquest into the death of Aron James Firman.

SMs may choose to develop additional standards that go beyond the eight provincial categories set out in the Standards Framework. SMs may also apply their local standards to other types of residential services homes, beyond what is being required by the ministry.

Approval of Local Standards

SMs must have their local standards approved by Council or by a delegated SM authority.

Implementation of Local Standards

Accountability

SMs are accountable to the province for developing local standards under the eight provincial categories and reporting to the province on these standards.

Submission of Local Standards to the Ministry

SMs are required to submit a copy of their approved local standards to the ministry prior to using HPP funding for housing covered by the framework. The ministry will review the approved local standards, and if necessary, work with the SM to ensure local standards meet the requirements under the Standards Framework.

Local standards may be submitted to the ministry with the Investment Plan, through HPP quarterly reporting, or at any time during the fiscal year.

If through their Investment Plan an SM indicates they plan to use HPP funding under the Residential Services Homes service category, the SM must also submit their approved local standards with the Investment Plan.

If an SM decides to fund housing covered under the framework through the Residential Services Homes service category at a later date (after submitting their Investment Plan), they must notify the ministry – either in a HPP report or through written correspondence – that they plan to do so and are required to submit their approved local standards to the ministry at that time.

SMs are required to have their local standards in place prior to using HPP funding for housing covered by the Framework.

Reporting

SMs using HPP funding for housing covered by the Standards Framework will be required to report on such housing in their HPP year-end reports, which are due to the ministry by May 31 of each year.

HPP Year-End Report sets out reporting required from the SM on Residential Services Homes including:

- The names and addresses of the housing providers that received HPP funding and are covered by the Standards Framework.
- For each of the housing providers covered by the Standards Framework:
 - number of spaces/beds that are receiving/received HPP funding
 - average length of stay
 - type of client/tenant group
 - amount of monthly allowance provided to tenants.

Moving Forward with Residential Services Homes

As SMs move forward in developing and implementing Residential Services Homes under the HPP Program Guidelines, the ministry encourages consideration of best practices in this area.

Research identifies that best practice approaches to housing with supports include fostering a level of independence and social inclusion for all vulnerable adults. Research has demonstrated the importance of tailoring supports for each tenant according to their individual needs.² Housing stability is more likely to occur when individuals are supported with appropriate levels of assistance in daily living and are provided access to other relevant rehabilitation, treatment and support services in the community.³

Historically, some Residential Services Homes programs have been developed based on a custodial model of care. Custodial housing can be described as a service model that provides the same services to all tenants in the same manner, regardless of the level of ability and/or independence of the individual. A fixed range of services may mean, for example, that tenants may be prevented from cooking and cleaning for themselves, which can in some cases result in tenants receiving services that they do not need. This type of housing with supports is focused on care and dependency rather than recovery and independence for clients.

SMs are encouraged to design Residential Services Homes programs and services that move away from custodial models, to approaches that are recovery-oriented and provide access to supports and services that foster independence and social inclusion.

Schedule A - Provincial Categories

The Standards Framework sets out eight broad provincial categories for which local standards are required:

1. **Eligibility:** SMs must establish standards that define the tenant eligibility criteria and the intake process.
2. **Staffing:** SMs must establish standards for the minimum qualifications of staff and volunteers, staff/volunteer levels, staff/volunteer conduct and staff/volunteer training.

² See Community Support and Research Unit. (2012) From this point forward: Ending custodial housing for people with mental illness in Canada. Toronto, Ontario, Canada: Centre for Addiction and Mental Health.

³ See Turning the Key: Assessing Housing and Related Supports for Persons Living with Mental Health Problems and Illness. (2013) Canadian Mental Health Commission.

3. **Insurance and Monitoring:** SMs must establish standards for insurance coverage and standards for regular monitoring of the housing provider to ensure compliance with local standards.
4. **Conflict Resolution, Complaints Processes and Reporting:** SMs must establish standards for conflict resolution and complaint processes, and for the reporting of serious incidents.
5. **Rights and Responsibilities:** SMs must establish standards for tenant and landlord rights and responsibilities, including tenancy agreements, tenant confidentiality and privacy, and management of tenant files and other documentation.
6. **Physical Safety, Health and Well-being of Tenants:** SMs must establish standards for tenants' physical health, safety and well-being, including medication storage and/or management.
7. **Provision of, or Access to, Activities and Support Services:** SMs must establish standards for the provision of, or access to, activities and support services for tenants (both within the housing and the community).
8. **Monthly Allowance for Personal Use:** SMs must establish standards for the management of the monthly allowance for personal use for tenants.

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-15

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING. (Fleet Management Program Solution – Transfer Payment Agreement)

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

1. That the Agreement between the County of Dufferin and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 14th day of April, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 31 day of January, 2022

BETWEEN :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the "Province")

- and -

Corporation of the County of Dufferin

(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project
Schedule "D" -	Budget
Schedule "E" -	Payment Plan
Schedule "F" -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 Amending the Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.


**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

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

Corporation of the County of Dufferin

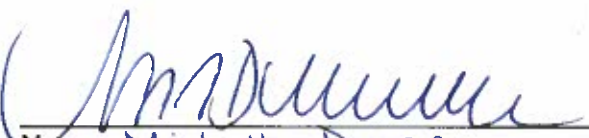
January 31/22
Date



Name: Wade Mills
Title: Warden

I have authority to bind the Recipient.

January 31/22
Date



Name: Michelle Dunne
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the

excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 Waiver Applies. If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$49,608
Expiry Date	March 31, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Brenda Vloet Address: Manager, Municipal Programs and Outreach Unit Fax: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor Email: Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

B1 Section 4.2 of Schedule "A" is amended by adding the following subsection:

- (e) The Province is not obligated to provide any Funds to the Recipient that exceed 65% of the incurred project costs.

B2

Section 4.3 of schedule "A" is amended by adding the following subsection:

- (e) not use the Funds for the purpose of paying the Recipient's regular salary costs.
- (f) not use Funds for the purpose of purchasing land, buildings or vehicles

SCHEDULE "C"
PROJECT

Project Title
County of Dufferin Fleet Management Program Solution
Objectives
The objective of the Recipient's Project is to implement a fleet management solution, with the goals of realizing cost savings and efficiencies through reducing the Recipient's total number of vehicles and promoting regular preventative maintenance.
Description
<p>The Recipient will retain an independent third-party consultant to undertake the following implementation activities:</p> <ul style="list-style-type: none">• Develop draft policies and procedures related to fleet management (e.g., vehicle use, Global Positioning System/fleet tracking system use, dash cam use, flow of invoicing, booking vehicles); and• Review the Recipient's existing replacement schedule and assess the current and future needs of vehicles to establish a replacement schedule, including a strategy for switching to electric vehicles. <p>The Recipient will also purchase vehicle booking software to allow vehicle sharing across departments, while optimizing the size of the fleet.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement of up to 65% of Project costs incurred between August 16, 2021 to the earlier of February 28, 2023 or the submission of the Final Report Back.	Up to \$49,608

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none"> Execution of Agreement 	Initial payment of \$34,726 made to Recipient no more than thirty (30) days after the execution of the Agreement.
<ul style="list-style-type: none"> Submission of one (1) Interim Report Back 	Interim payment made to the Recipient no more than thirty (30) days after the Province's approval of the Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none"> Submission of Final Report Back to the Province 	Final payment of up to \$14,882 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back.

SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Report Back	May 30, 2022
2. Final Report Back	February 28, 2023
3. Annual Report Back	February 28, 2024

Report Details

1. Interim Report Back

The Recipient will submit one (1) Interim Report Back to the Province by May 30, 2022, using the reporting template provided by the Province. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the Final Report Back,
- A list of actual costs to carry out the Project paid by the Recipient, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

2. Final Report Back

The Recipient will submit a Final Report Back to the Province once the Project is completed and by February 28, 2023 using the reporting template provided by the Province. The Final Report Back will include:

- A 250-word abstract of the Project and its findings
- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of the Interim Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

3. Annual Report Back

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

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 APRIL 14, 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 April 14, 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 14th day of April, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk