

COUNCIL AGENDA**Thursday, May 12, 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 May 12, 2022 meeting of Council, be approved.

3. DECLARATION OF INTEREST BY MEMBERS

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

4. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

THAT the minutes of the regular meeting of Council of April 14, 2022, be adopted.

5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**5.1. MS Awareness Month – May 2022****5.2. Museum Month – May 2022****5.3. Sexual Violence Prevention Month – May 2022**

Lynette Pole-Langdon, Director of Counselling, Education & Health Initiatives, Family Transition Place, will be in attendance to accept the proclamation.

5.4. Pride Month – June 2022

Lisa Post, Celebrate Your Awesome, will be in attendance to accept the proclamation and to request Dufferin County raise the Pride Flag for the month of June.

5.5. World Ocean's Day – June 6, 2022

5.6. Presentation: BDO Canada LLP

Angela Nichol and Traci Smith, BDO Canada LLP, to present the County of Dufferin 2021 Financial Statements. The following document is attached:

- Final Report to Council

The following documents will be circulated separately:

- **Auditors Presentation**
- **Draft Financial Statement for 2021**

THAT the 2021 Financial Statements as presented by BDO Canada LLP, be approved.

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 May 11, 2022.

7. PRESENTATION AND CONSIDERATIONS OF REPORTS

7.1. Infrastructure and Environmental Services Minutes – April 28, 2022

THAT the minutes of the Infrastructure and Environmental Services meeting held on April 28, 2022, and the recommendations set out be adopted.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #1
Dufferin Climate Action Plan – Annual Report Card

THAT Report, Dufferin Climate Action Plan – Annual Report Card, dated April 28, 2022, from the Director of Public Works/County Engineer, be received.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #2
Dufferin Courthouse – Historic Courtroom Repairs

THAT Report, Dufferin Courthouse – Historic Courtroom Repairs, dated April 28, 2022, from the Director of Public Works/County Engineer, be received;
AND THAT funds for the necessary investigation work related to Courtroom 204 ceiling damage be transferred from the Rate Stabilization Reserve.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #3
OP Trust Lands Development – Update and Environment Assessment

THAT Report, OP Trust Lands Development – Update and EA, from the Director of Public Works/County Engineer, dated April 28, 2022, be received;

AND THAT staff work with WSP on a proposal to complete the Environmental Assessment work described in this report.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #4
Recycling Election Signs – Options

THAT Report, Recycling of Election Signs - Options, from the Director of Public Works/County Engineer, dated Thursday, April 28, 2022, be received.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #5
Financial Report

THAT the Financial Report for the first quarter of 2022, dated April 28, 2022, be received.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #6
Glen Schnarr & Associates Inc.

THAT the correspondence from Glen Schnarr & Associates Inc., dated April 19, 2022, regarding road and intersection improvements to County Road 109 and 2nd Line, Amaranth, be received.

7.2. General Government Services Minutes – April 28, 2022

THAT the minutes of the General Government Services meeting held on April 28, 2022, and the recommendations set out be adopted.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #1
2021 Health and Safety Review – Annual Report

THAT the report of the Director of People & Equity, dated April 28, 2022, regarding the 2021 Health and Safety Review Annual Report, be received.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #2
SARS CoV2 (COVID-19) Pandemic After Action Report

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated April 28, 2022, with respect to SARS CoV2 (COVID-19) Pandemic After Action Report, be received.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #3
Next Generation 9-1-1 Authority Service Agreement

THAT the report of the Manager - Preparedness, 911 & Corporate Projects, dated April 28, 2022, regarding Next Generation 9-1-1 Authority Service Agreement, be received;

AND THAT the Warden and Clerk be authorized to enter into 9-1-1 Authority Service Agreement with Bell Canada.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #4
Municipal Emergency Readiness Fund (MERF) – Grant Request

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated April 28, 2022, regarding a Municipal Emergency Readiness Fund – Grant Request for the Township of Amaranth, be received;

AND THAT the Municipal Emergency Readiness Fund Grant Request for the Township of Amaranth in the amount of \$7,900, be approved.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #5
Compensation Policy for Public Members on Advisory Committees

THAT the Report from the Clerk, dated April 28, 2022, titled Public Committee Member Compensation, be received;

AND THAT the amendments to Policy No. 1-2-02 – Committee Structure and Mandates, be approved.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #6
Joint Compliance Audit Committee

THAT the report from the Clerk, dated April 28, 2022, titled Joint Compliance Audit Committee, be received.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #7
Procedural By-Law Review

THAT the report from the Clerk, dated April 28, 2022, regarding the Procedural By-law Review, be received.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #9
Council Remuneration Review

THAT staff be directed to conduct additional research and report back with a recommendation for Council remuneration for the next term of Council (2022 to 2026).

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #8
School Bus Stop-Arm Camera Program – Report 4

THAT the report of the Clerk, dated April 28, 2022, regarding School Bus Stop-Arm Camera Program – Report 4, be received.

GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #10
Financial Report

THAT the Financial Report for the first quarter of 2022, dated April 28, 2022, be received.

7.3. Health & Human Services Minutes – April 28, 2022

THAT the minutes of the Health and Human Services meeting held on April 28, 2022, and the recommendations set out be adopted.

HEALTH & HUMAN SERVICES – April 28, 2022 – ITEM #1
Community Services 2021 Annual Review

THAT the report of the Director, Community Services, titled Community Services 2021 Annual Review, dated April 28, 2022, be received.

HEALTH & HUMAN SERVICES – April 28, 2022 – ITEM #2
New Provincial Homelessness Prevention Program

THAT the report of the Director, Community Services, titled New Provincial Homelessness Prevention Program Report, dated April 28, 2022, be received.

HEALTH & HUMAN SERVICES – April 28, 2022 – ITEM #3
2021 Dufferin Oaks Annual Report

THAT the report of the Administrator of Dufferin Oaks, dated April 28, 2022, regarding the 2021 Dufferin Oaks Annual Report, be received.

HEALTH & HUMAN SERVICES – April 28, 2022 – Item #4
Financial Report

THAT the Financial Report for the first quarter of 2022, dated April 28, 2022, be received.

7.4. Community Development & Tourism Minutes – April 28, 2022

THAT the minutes of the Community Development and Tourism meeting held on April 28, 2022, and the recommendations set out be adopted.

COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #1
Meat Processing Project – Update

THAT the report of the Director of Development and Tourism, titled Meat Processing Project – Update, dated April 28, 2022, be received.

COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #2
Expedited Settlement Boundary Expansion in Shelburne

THAT the report of the Director of Development and Tourism, titled Expedited Settlement Boundary Expansion in Shelburne, dated April 28, 2022, be received;

AND THAT the committee is supportive of an incremental approach where appropriate;

AND FUTHER THAT the Committee recommends that motion CC 2022-04-14-#26, be reconsidered to allow for smaller Conformity Reports on a municipal specific basis for settlement boundary expansions.

COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #3
Bill 109 More Homes for Everyone Act, 2022

THAT the report of the Director of Development and Tourism, titled Bill 109 More Homes for Everyone Act, 2022, dated April 28, 2022, be received.

COMMUNITY DEVELOPMENT & TOURISM – April 28, 2020 – ITEM #4
Financial Report

THAT the Financial Report for the first quarter of 2022, dated April 28, 2022, be received.

COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #5
Reform Gravel Mining Coalition

THAT the correspondence from the Reform Gravel Mining Coalition, dated March 24, 2022, to request support regarding their proposal to the Provincial government to declare a moratorium on all new gravel mining operations in the province, be received.

COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #6
Resolutions – Townships of Amaranth and Melancthon

THAT the resolutions from the Township of Melancthon, dated April 11, 2022 and the Township of Amaranth, dated April 27, 2022, supporting the request to impose a moratorium on all new gravel applications including expansions of existing licensed sites, be received.

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

A report from the Manager – Preparedness, 911 and Corporate Projects, dated May 12, 2022, to advise Council of the recommendation of the Transit Feasibility Working Group which was comprised of Warden Mills, Councillor Anderson, Councillor Brown, Councillor Creelman, Councillor Gerrits and Councillor White.

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated May 12, 2022, regarding an On-Demand Transit Pilot Project, be received;

AND THAT the recommendation of the Transit Feasibility Working Group be approved;

AND THAT staff be directed to initiate an On-Demand Transit Service for a pilot period of two years;

AND THAT staff report to Council on the success of said transit service no later than late 2024 so that Council can determine if the program will be continued.

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

A report from the Chief Administrative Officer, dated May 12, 2022, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated May 12, 2022 with respect to Reports from Outside Boards be received.

8. CORRESPONDENCE

8.1. Town of Grand Valley

Resolution from the Town of Grand Valley, dated May 2, 2022, regarding the County’s delay of the Municipal Comprehensive Review process until 2023.

THAT the resolution from the Town of Grand Valley, dated May 2, 2022, regarding the County’s delay of the Municipal Comprehensive Review process until 2023, be received.

9. **NOTICE OF MOTIONS**

Notice of Motion to Reconsider – Motion #26 April 14, 2022 on Delay of the Conformity Amendment

In accordance with Section 16.12 and 16.13 of By-Law 2015-24 (Procedural By-Law), notice is given of a motion to reconsider. Members who voted on the prevailing side, have requested a reconsideration of a motion from the April 14, 2022 Council meeting:

Excerpt from the April 14, 2022 Council minutes – Resolution #26

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.

Reconsideration Motion to be voted on:

Moved by Warden Mills, seconded by Councillor Hawkins

THAT Resolution #26 from the Council Minutes of the April 14, 2022 meeting be reconsidered.

10. MOTIONS

11. CLOSED SESSION

11.1. Closed Session Minutes – Infrastructure and Environmental Services Minutes – April 28, 2022 (Municipal Act Section 239 (f) – advice that is subject to solicitor-client privilege

Closed session minutes from the Infrastructure and Environmental Services Committee meeting on April 28, 2022.

12. BY-LAWS

2022-17 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 the Automotive Materials Stewardship Inc. (Automotive Materials Stewardship)
Authorization: Infrastructure and Environmental Services – January 23, 2020

2022-18 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 Upper Grand District School Board. (Lease Agreement – Edelbrock Centre)
Authorization: Council – April 14, 2022

2022-19 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 Upper Grand District School Board. (Lease Agreement – Mel Lloyd Centre)

Authorization: Council – April 14, 2022

2022-20 A by-law to approve 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. (Service Manager Transfer Payment Agreement – Canada-Ontario Community Housing Initiative & Ontario Priorities Housing Initiative)

Authorization: Council – April 14, 2022

THAT By-laws 2022-17 through to 2022-20, 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 May 12, 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, April 14, 2022 at 7:00 p.m.

Video Conference

Council Members Present:

Warden Wade Mills (Shelburne)
Councillor Steve Anderson (Shelburne)
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)

Council Members Present:

Councillor Sandy Brown (Orangeville)(prior notice)
Councillor Darren White (Melancthon)(prior notice)

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Michelle Dune, Clerk
Rebecca Whelan, Deputy Clerk
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
Tom Reid, Chief Paramedic

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, April 28, 2022 at the following times:

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

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

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

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

1. **LAND ACKNOWLEDGEMENT STATEMENT**

Warden Mills shared the Land Acknowledgement Statement.

2. **ROLL CALL**

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

3. **APPROVAL OF THE AGENDA**

Moved by Councillor Creelman, seconded by Councillor Soloman

THAT the Agenda and any Addendum distributed for the April 14, 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 Nix, seconded by Councillor Macintosh

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

-Carried-

PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

6. Delegation: Sikh Flag Raising

The Clerk read the delegation from Narinder Paul Singh to request the Sikh flag be raised in honour of Sikh Heritage Month in the month of April.

Moved by Councillor Currie, seconded by Councillor Creelman

THAT the Sikh flag be raised in honour of Sikh Heritage Month for the month of April 2022.

-Carried-

7. Delegation: Dufferin County Multicultural Foundation

Althea Alli, President/Founder, Dufferin County Multicultural Foundation, delegated to request Council's support for the Dufferin County Multicultural Foundation by posting the 2022 Multicultural Day event on the County's website and social media, by raising the Multicultural flag in the month of June and by proclaiming June 27, 2022 as Multicultural Day in Dufferin County.

Moved by Councillor Anderson, seconded by Councillor Nix

THAT the request of the Dufferin County Multicultural Foundation to post the 2022 Multicultural Day event on the County's website and social media, to raise the Multicultural flag in the month of June, and to proclaim June 27, 2022 as Multicultural Day be supported.

-Carried-

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

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

Moved by Councillor Creelman, seconded by Councillor Gardhouse

THAT the report from Headwaters Communities in Action, dated February, 2021, to recommend allocation of the Dufferin County Community Grant Funds, be received;

AND THAT the following allocations be approved:

COMMUNITY GRANTS > \$1K

Applicant	Amount Recommended
164 Shelburne Air Cadets	\$4,000
Bethell Hospice	\$2,500
Big Brothers, Big Sisters of Dufferin and District	\$5,000
Caledon/Dufferin Victim Services	\$5,225
Career Education Council Guelph Wellington Dufferin	\$3,900
Celebrate Your Awesome (Community Living Dufferin)	\$2,925
Dufferin Board of Trade	\$5,000
Dufferin County Canadian Black Association	\$4,300
Dufferin Parent Support Network	\$12,000
Fiddlehead Care Farm	\$4,850
First Line for Syria (Shelburne Primrose Pastoral Charge)	\$2,000
Headwaters Arts	\$2,500
Highlands Youth for Christ – Shelburne, Grand Valley	\$4,500
Hockley Historic Community Hall	\$4,500
Music In The Hills (CMHA Waterloo Wellington)	\$2,000
Orangeville Blues and Jazz	\$0
Rotary Club of Shelburne	\$4,000
Shelburne Cricket Club	\$8,200
Streams Community Hub	\$8,700
Telecheck	\$3,000
Theatre Orangeville	\$6,000
TOTAL	\$96,100

COMMUNITY GRANTS ≤, \$1K

Applicant	Amount Recommended
Dufferin Hi-Land Bruce Trail Club	\$500
Dufferin Town & Country Farm Tour	\$1,000
Island Lake Rowing Club (National Sport Trust Fund Ontario)	\$0
Orangeville Community Band	\$1,000
Shelburne and District Horticultural Society	\$600
Orangeville & District Senior Citizens Centre	\$1,000
St. John Ambulance	\$1,000
Unicamp	\$800

Applicant	Amount Recommended
TOTAL	\$5,900

FOOD FOR THOUGHT GRANTS ≤, \$3K

Applicant	Amount Recommended
Caledon Meals on Wheels	\$3,000
Children's Foundation of Guelph and Wellington	\$3,000
Everdale	\$3,000
Orangeville Food Bank	\$3,000
Primrose Elementary School	\$3,000
Shepherd's Cupboard Foodbank	\$3,000
TOTAL	\$18,000

-Carried-

9. PUBLIC QUESTION PERIOD

There were no questions received from the Public.

PRESENTATION AND CONSIDERATIONS OF REPORTS

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

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

Moved by Councillor Soloman, seconded by Councillor Anderson

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

-Carried-

PRESENTATION AND CONSIDERATIONS OF REPORTS

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

Moved by Councillor Horner, seconded by Councillor Gardhouse

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

-Carried-

12. 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.

13. 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.

14. 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.

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

Moved by Councillor Anderson, seconded by Councillor Gardhouse

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

-Carried-

16. 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.

17. **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.

18. **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.

Moved by Councillor Gerrits, seconded by Councillor Soloman

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

-Carried-

19. **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.

Moved by Councillor Macintosh, seconded by Councillor Creelman

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

-Carried-

20. **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.

Moved by Councillor Horner, seconded by Councillor Soloman

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

-Carried-

21. **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.

Moved by Councillor Horner, seconded by Councillor Rentsch

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

-Carried-

22. **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.

Moved by Councillor Horner, seconded by Councillor Gardhouse

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

-Carried-

23. **CORRESPONDENCE**

24. **NOTICE OF MOTIONS**

MOTIONS

25. **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.

Councillor Currie withdrew his motion with no objections from Council members.

26. **Moved by Councillor Creelman, seconded by Councillor Macintosh**

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.

-Carried-

27. **CLOSED SESSION**

28. **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 |
| 2022-07 | A by-law to establish property tax rates for Upper-Tier (County) purposes for the year 2022.
Authorization: Council – April 14, 2022 |
| 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

Moved by Councillor Gardhouse, seconded by Councillor Macintosh

THAT By-Law 2022-06, 2022-07, 2022-13 through to 2022-15, inclusive, be read a first, second and third time and enacted.

-Carried-

29. **OTHER BUSINESS**

Councillor Currie expressed concern regarding the a development agreement with a developer that requires the realignment of 2nd Line Amaranth with Dufferin County Road 3. Councillor Currie has spoken to Sylvia Jones, M.P., office to express his concerns. As the developer now has accelerated their timeline to begin the project, Councillor Currie is concerned that the Environment Assessments stipulated in the agreement will take too much time. Scott Burns, Director of Public Works/County Engineer, advised the development requires the realignment of a municipal road and it is subject to Ontario Regulation 345/93, by completing a Municipal Class Environmental, Schedule C. The Director will prepare a report for the upcoming Infrastructure and Environmental Services meeting.

Councillor Creelman, on behalf of Councillor Brown, asked staff to revisit the school bus stop arm cameras that Council has previously discussed. Councillor Brown would like to see this program implemented by the September 2022 school year. Staff will prepare a report for the upcoming General Government Services meeting.

Councillor Currie requested an update on the County owned property located at Highway 89 and the Amaranth/Grand Valley Townline. Scott Burns, Director of Public Works/County Engineer, advised staff has been monitoring potential uses for the 200 acres. Currently, half of the property is being rented while the County is exploring opportunities for the property.

30. **CONFIRMATORY BY-LAW**

2022-16 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.

Moved by Councillor Currie, seconded by Councillor Horner

THAT By-Law 2022-16, be read a first, second and third time and enacted.

-Carried-

31. **ADJOURNMENT**

Moved by Councillor Gerrits, seconded by Councillor Creelman

THAT the meeting adjourn.

-Carried-

The meeting adjourned at 8:43 p.m.

Next meeting: Thursday, May 12, 2022
Video Conference

Wade Mills, Warden


Michelle Dunne, Clerk



COUNTY OF DUFFERIN

AUDIT FINAL REPORT TO THE MEMBERS OF COUNCIL

May 12, 2022



BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.





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BDO Canada LLP
163 First Street
Orangeville, ON L9W 3J8 Canada

To the Members of Council of the County of Dufferin

We are pleased to provide you with the results of our audit of County of Dufferin (the "Municipality") consolidated financial statements for the year ended December 31, 2021.

The enclosed final report includes our approach to your audit, including: significant risks identified and the nature, extent, and results of our audit work. We also report any significant internal control deficiencies (if any) identified during our audit and reconfirm our independence.

During the course of our audit, management made certain representations to us, in discussions and in writing. We documented these representations in the audit working papers.

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

Yours truly,

Chartered Professional Accountants, Licensed Public Accountants

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EXECUTIVE SUMMARY

Status of the Audit

As of the date of this report, we have substantially completed our audit of the 2021 consolidated financial statements pending the completion of the items highlighted below. These items will need to be completed prior to issuance of our final audit report on the consolidated financial statements:

- ▶ Approval of consolidated financial statements by Board
- ▶ Receipt of signed management representation letter dated as of the final report date
- ▶ Subsequent events review through to financial statement approval date

We conducted our audit in accordance with Canadian generally accepted auditing standards. The objective of our audit was to obtain reasonable, not absolute, assurance about whether the consolidated financial statements are free from material misstatement.

The scope of the work performed was substantially the same as that described in our Planning Report to the Members of Council dated February 25, 2022.

Independence

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

Materiality

As communicated to you in our Planning Report to the Members of Council, preliminary materiality is \$1,600,000. Final materiality remained unchanged from our preliminary assessment.

Fraud Discussion

We are not aware of any fraud affecting the Municipality. If you have become aware of changes to processes or are aware of any instances of actual, suspected or alleged fraud since our discussions held at planning, please let us know.

AUDIT FINDINGS

Our audit strategy and procedures focused on the risks specific to your Municipality and key accounts as outlined in our Planning report to the Members of Council. There were no changes to our planning procedures. No additional risks were identified during the audit.

Significant Risks of Material Misstatement	Audit Findings
Management override of controls	To address this risk, we developed criteria for unusual journal entries, determined the population of unusual journal entries and obtained corroborating evidence of these journal entries from management as to why the journal entries were made. No inappropriate journal entries were noted. No management override of controls noted in the current period.
Grant revenue	To address this risk, we reconciled significant government transfers to their various government funding agreements and letters, reviewed funding agreements for deferred grants and reviewed minutes to ensure grant revenue listed was complete. No issues were noted in regards to grant revenue during our testing.

As part of our ongoing communications with you, we are required to have a discussion on our views about significant qualitative aspects of the Municipality's accounting practices, including accounting policies, accounting estimates and financial statement disclosures.

Management is responsible for determining the significant accounting policies. ***Significant accounting policies have been disclosed in the financial statements.*** The choice between accounting policy alternatives can have a significant effect on the financial position and results of the Municipality. The application of those policies often involves significant estimates and judgments by management. Based on the audit work that we have performed, it is our opinion that the estimates are in accordance with the requirements of Canadian public sector accounting standards and have been consistently applied.

A summary of the key discussion points are as follows:

Significant Financial Statement Disclosures	Audit Findings
Accumulated Surplus	A breakdown of the Municipality's accumulated surplus is included in Note 7. This includes the amount invested in capital assets, unfunded liabilities, reserves and reserve funds and also the general surplus which is required to be carried forward to the next year's budget.
Commitments	Significant capital commitments for road and bridge construction, as well as other operating contracts are disclosed in Note 15.
Contingencies/Litigation Proceedings	We have discussed with management and they have indicated there are outstanding claims against the Municipality. These claims are disclosed in Note 16.

Significant Estimates and Judgements	Audit Findings
Post-Employment Benefits	The Municipality provides post-employment health and life insurance benefits to eligible retired employees. The benefits earned by employees are determined using management's best estimate of expected benefit costs and are expensed as services are rendered. In order to help estimate the liability for post-employment benefits, the Municipality engaged the services of an actuary.
Taxation revenue estimate	In accordance with PS 3510, amounts have been estimated for taxable events that have occurred but have not yet been assessed. The estimate was based on trend analysis by year for supplemental taxation billings and write-offs for the last 3 years; examination of building permits issued in the last two years; and knowledge of potential reassessments.
Liability for Contaminated Sites	Management compiled a list of all properties owned by the Municipality or where the Municipality has accepted responsibility for the property and assessed whether each property was contaminated. Management is not aware of any contaminated sites therefore no liability is accrued.

INTERNAL CONTROL MATTERS

During the course of our audit, we performed the following procedures with respect to the Municipality's internal control environment:

- ▶ Documented operating systems to assess the design and implementation of control activities that were relevant to the audit.
- ▶ Discussed and considered potential audit risks with management.
- ▶ Tested the operating effectiveness of controls in the purchase transaction stream and social services transaction stream.

The results of these procedures were considered in determining the extent and nature of substantive audit testing required.

We are required to report to you in writing, significant deficiencies in internal control that we have identified during the audit. A significant deficiency is defined as a deficiency or combination of deficiencies in internal control that, in the auditor's professional judgment, is of sufficient importance to merit the attention of those charged with governance.

We did not find any deficiencies in the design and implementation of the internal controls tested during the audit.

The audit expresses an opinion on the Municipality's consolidated financial statements. As a result, it does not cover every aspect of internal control - only those relevant to preparing the consolidated financial statements and designing appropriate audit procedures. This work was not for the purpose of expressing an opinion on the effectiveness of internal control.

ADJUSTED AND UNADJUSTED DIFFERENCES

We have disclosed all significant adjusted and unadjusted differences and disclosure omissions identified through the course of our audit engagement. Each of these items has been discussed with management.

We did not identify any disclosures omissions identified throughout our audit.

APPENDIX A: INDEPENDENT AUDITOR'S REPORT



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BDO Canada LLP
163 First Street
Orangeville, Ontario
L9W 5G8

Independent Auditor's Report

To the Members of Council, Inhabitants and Ratepayers
of County of Dufferin

Opinion

We have audited the consolidated financial statements of the County of Dufferin (the municipality), which comprise the consolidated statement of financial position as at December 31, 2021 and the consolidated statement of operations and accumulated surplus, consolidated statement of changes in net financial assets and consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the County of Dufferin as at December 31, 2021 and its consolidated results of operations, its consolidated change in net financial assets, and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the municipality in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the municipality's financial reporting process.



Auditor's Responsibility for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error; design and perform audit procedures responsive to those risks; and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the municipality to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants
Orangeville, Ontario
May 12, 2022

APPENDIX B: INDEPENDENCE UPDATE



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BDO Canada LLP
163 First Street
Orangeville, ON L9W 3J8 Canada

May 5, 2022

Members of Council
The County of Dufferin

Dear Members of Council:

We have been engaged to audit the financial statements of the County of Dufferin (the “Municipality”) for the year ended December 31, 2021.

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

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

We have prepared the following comments to facilitate our discussion with you regarding independence matters arising since February 25, 2022, the date of our last letter.

We are aware of the following relationships between the Municipality and us that, in our professional judgment, may reasonably be thought to have influenced our independence. The following relationships represent matters that have occurred from February 25, 2022 to May 5, 2022.

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

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

Yours truly,

Chartered Professional Accountants, Licensed Public Accountants

TS:an

APPENDIX C: REPRESENTATION LETTER

Corporation of the County of Dufferin
30 Centre Street
Orangeville, Ontario
L9W 2X1

May 12, 2022

BDO Canada LLP
Chartered Professional Accountants
163 First Street
Orangeville Ontario
L9W 3J8

This representation letter is provided in connection with your audit of the financial statements of Corporation of the County of Dufferin for the year ended December 31, 2021, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with Canadian Public Sector Accounting Standards.

We confirm that to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

Financial Statements

We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated July 25, 2019, for the preparation of the financial statements in accordance with Canadian Public Sector Accounting Standards; in particular, the financial statements are fairly presented in accordance therewith.

- The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement and/or disclosure that are reasonable in accordance with Canadian Public Sector Accounting Standards.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of Canadian Public Sector Accounting Standards.
- All events subsequent to the date of the financial statements and for which Canadian Public Sector Accounting Standards require adjustment or disclosure have been adjusted or disclosed.
- The financial statements of the entity use appropriate accounting policies that have been properly disclosed and consistently applied.
- We have reviewed and approved all journal entries recommended by the practitioners during the audit. A list of the journal entries is attached to the representation letter.

Information Provided

- We have provided you with:
 - access to all information of which we are aware that is relevant to the preparation of the financial statements, such as records, documentation and other matters;
 - additional information that you have requested from us for the purpose of the audit; and
 - unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- We are responsible for the design, implementation and maintenance of internal controls to prevent, detect and correct fraud and error, and have communicated to you all deficiencies in internal control of which we are aware.

- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

Fraud and Error

- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the entity and involves:
 - management;
 - employees who have significant roles in internal control; or
 - others where the fraud could have a material effect on the financial statements.
- We have disclosed to you all information in relation to allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, analysts, regulators, or others.

General Representations

- Where the value of any asset has been impaired, an appropriate provision has been made in the financial statements or has otherwise been disclosed to you.
- We have provided you with significant assumptions that in our opinion are reasonable and appropriately reflect our intent and ability to carry out specific courses of action on behalf of the entity when relevant to the use of fair value measurements or disclosures in the financial statements.
- We confirm that there are no derivatives or off-balance sheet financial instruments held at year end that have not been properly recorded or disclosed in the financial statements.
- Except as disclosed in the financial statements, there have been no changes to title, control over assets, liens or assets pledged as security for liabilities or collateral.
- The entity has complied with all provisions in its agreements related to debt and there were no defaults in principal or interest, or in the covenants and conditions contained in such agreements.
- There have been no plans or intentions that may materially affect the recognition, measurement, presentation or disclosure of assets and liabilities (actual and contingent).
- The nature of all material uncertainties have been appropriately measured and disclosed in the financial statements, including all estimates where it is reasonably possible that the estimate will change in the near term and the effect of the change could be material to the financial statements.

- There were no direct contingencies or provisions (including those associated with guarantees or indemnification provisions), unusual contractual obligations nor any substantial commitments, whether oral or written, other than in the ordinary course of business, which would materially affect the financial statements or financial position of the entity, except as disclosed in the financial statements.

Other Representations Where the Situation Exists

- We have informed you of all known actual or possible litigation and claims, whether or not they have been discussed with legal counsel. Since there are no actual, outstanding or possible litigation and claims, no disclosure is required in the financial statements.

Yours truly,

_____	_____
Signature	Position

_____	_____
Signature	Position

APPENDIX D: BDO RESOURCES FOR PUBLIC SECTOR ENTITIES

Key Changes to Financial Reporting

When the rules of reporting change, you may need to fine-tune how to present consolidated financial statements and govern the organization. Access our Knowledge Centre:

<https://www.bdo.ca/en-ca/services/assurance-and-accounting/a-a-knowledge-centre/psas/>

PSAS Update 2021

<https://www.bdo.ca/en-ca/insights/assurance-accounting/psas/public-sector-accounting-standards-update-2021/>

For more on these and other key issues facing your organization, please reach out to your engagement partner. They will be happy to put you in touch with the BDO professional who can best help you.



INFRASTRUCTURE & ENVIRONMENTAL SERVICES COMMITTEE MINUTES

Thursday, April 28, 2022 at 9:00 a.m.

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

Members Present: Councillor Sandy Brown (Chair)
Warden Wade Mills (arrived at 9:08 a.m.)
Councillor Heather Foster (for Councillor Bob Currie)
Councillor Earl Hawkins
Councillor Fred Nix
Councillor Darren White

Members Absent: Councillor Steve Anderson
Councillor Bob Currie (prior notice)

Other Councillors Present: Councillor Philip Rentsch (arrived at 9:05 a.m.)

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

Chair Brown called the meeting to order at 9:02 a.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Brown shared the Land Acknowledgement Statement.

ROLL CALL

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

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

There were no questions from the Public.

REPORTS

1. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #1
Dufferin Climate Action Plan – Annual Report Card

A report from the Director of Public Works/County Engineer, dated April 28, 2022, to update Committee and Council on the progression of the Dufferin Climate Action Plan and the release of the annual report card to the community.

Councillor Rentsch arrived at the meeting at 9:05 a.m.

Warden Mills arrived at the meeting at 9:08 a.m.

Sara Wicks, Climate and Energy Manager, presented a summary of the Climate Change Action Annual Report Card to the Community.

Moved by Councillor Nix, seconded by Councillor Foster

THAT Report, Dufferin Climate Action Plan – Annual Report Card, dated April 28, 2022, from the Director of Public Works/County Engineer, be received.

-Carried-

2. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #2
Dufferin Courthouse – Historic Courtroom Repairs

A report from the Director of Public Works/County Engineer, dated April 28, 2022, to inform Committee and Council of recently observed age related architectural damage within historic Courtroom 204 of the County Courthouse.

Moved by Warden Mills, seconded by Councillor Nix

THAT Report, Dufferin Courthouse – Historic Courtroom Repairs, dated April 28, 2022, from the Director of Public Works/County Engineer, be received;

AND THAT funds for the necessary investigation work related to Courtroom 204 ceiling damage be transferred from the Rate Stabilization Reserve.

-Carried-

3. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #3**
OP Trust Lands Development – Update and Environment Assessment

A report from the Director of Public Works/County Engineer, dated April 28, 2022, to update Committee and Council with respect to proposed development work within County rights-of-way in the Township of Amaranth, west of the Town of Orangeville. This report builds upon a previous report titled Township of Amaranth Developments – Work within County Lands, dated February 24, 2022.

Bruce McCall-Richmond, Glen Schnarr & Associates Inc., and Alex Fleming, Crozier Consulting Engineers, spoke to the Committee in opposition to the County's solicitor's opinion regarding the Class of Environmental Assessment required.

CLOSED SESSION

Moved by Warden Mills, seconded by Councillor Nix

THAT Committee move into Closed Session (9:40 a.m.) in accordance with the Municipal Act, Section 239 (f) – advice that is subject to solicitor-client privilege.

-Carried-

While in Closed Session, Committee sought clarification from the Dufferin County solicitor, Paula Boutis, Arid and Berlis LLP, on legal advice regarding the Environmental Assessment and potential risks.

Moved by Councillor Nix, seconded by Warden Mills

THAT Committee move into open session (10:13 a.m.).

-Carried-

Moved by Councillor Foster, seconded by Warden Mills

THAT Report, OP Trust Lands Development – Update and EA, from the Director of Public Works/County Engineer, dated April 28, 2022, be received;

AND THAT staff work with WSP on a proposal to complete the Environmental Assessment work described in this report.

-Carried-

4. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #4
Recycling Election Signs – Options

A report from the Director of Public Works/County Engineer, dated April 28, 2022, to inform Committee and Council of options for recycling plastic sleeve and coroplast election signs in response to a Township of Mulmur resolution received in January 2022.

Moved by Councillor Hawkins, seconded by Councillor Nix

THAT Report, Recycling of Election Signs - Options, from the Director of Public Works/County Engineer, dated Thursday, April 28, 2022, be received.

-Carried-

5. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #5
Financial Report

A report from the Manager of Finance, Treasurer, dated April 28, 2022, to provide Committee with a quarterly financial summary.

Moved by Councillor Hawkins, seconded by Warden Mills

THAT the Financial Report for the first quarter of 2022, dated April 28, 2022, be received.

-Carried-

CORRESPONDENCE

6. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #6
Glen Schnarr & Associates Inc.

Correspondence from Glen Schnarr and Associates Inc., dated April 19, 2022, regarding road and intersection improvements to County Road 109 and 2nd Line, Amaranth.

Moved by Councillor Nix, seconded by Warden Mills

THAT the correspondence from Glen Schnarr & Associates Inc., dated April 19, 2022, regarding road and intersection improvements to County Road 109 and 2nd Line, Amaranth, be received.

-Carried-

7. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – April 28, 2022 – ITEM #7
Township of Amaranth

Resolution from the Township of Amaranth, dated April 26, 2022, supporting the opinion that an Environmental Assessment is not required for the development located at 2nd Line and County Road 109.

The resolution was circulated in the addendum.

ADJOURNMENT

The meeting adjourned at 10:26 a.m.

NEXT MEETING: Thursday, May 26, 2022 at 9:00 a.m.
Video Conference

Respectfully submitted,

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



GENERAL GOVERNMENT SERVICES COMMITTEE MINUTES

Thursday, April 28, 2022 at 11:00 a.m.

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

Members Present:

Councillor John Creelman (Chair)
Warden Wade Mills
Councillor Steve Anderson (arrived at 11:18 a.m.)
Councillor Janet Horner
Councillor Andy Macintosh
Councillor Philip Rentsch
Councillor Steve Soloman

Staff Present:

Sonya Pritchard, Chief Administrative Officer
Michelle Dunne, Clerk
Rebecca Whelan, Deputy Clerk
Rohan Thompson, Director of People and Equity
Steve Murphy, Manager – Preparedness, 911 & Corporate Projects

Chair Creelman called the meeting to order at 11:00 a.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Creelman shared the Land Acknowledgement Statement.

ROLL CALL

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

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

There were no questions from the Public.

REPORTS

1. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #1
2021 Health and Safety Review – Annual Report

A report from the Director of People and Equity, dated April 28, 2022, to provide an update on the health and safety activities for the year 2021, as well as 2019 and 2020.

Moved by Councillor Macintosh, seconded by Councillor Soloman

THAT the report of the Director of People & Equity, dated April 28, 2022, regarding the 2021 Health and Safety Review Annual Report, be received.

-Carried-

2. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #2
SARS CoV2 (COVID-19) Pandemic After Action Report

A report from the Manager – Preparedness, 911 & Corporate Projects, dated April 28, 2022, to present the after-action report into the community wide response to the COVID-19 pandemic.

Moved by Warden Mills, seconded by Councillor Soloman

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated April 28, 2022, with respect to SARS CoV2 (COVID-19) Pandemic After Action Report, be received.

-Carried-

3. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #3
Next Generation 9-1-1 Authority Service Agreement

A report from the Manager – Preparedness, 911 & Corporate Projects, dated April 28, 2022, to seek approval from Committee and Council to enter into a contract with Bell Canada to provide Next Generation 9-1-1 services.

Moved by Councillor Macintosh, seconded by Councillor Rentsch

THAT the report of the Manager - Preparedness, 911 & Corporate Projects, dated April 28, 2022, regarding Next Generation 9-1-1 Authority Service Agreement, be received;

AND THAT the Warden and Clerk be authorized to enter into 9-1-1 Authority Service Agreement with Bell Canada.

-Carried-

4. **GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #4**
Municipal Emergency Readiness Fund (MERF) – Grant Request

A report from the Manager – Preparedness, 911 & Corporate Projects, dated April 28, 2022, to present a grant request to Committee and Council for funding to assist the Township of Amaranth with the acquisition and installation of a back-up generator at its Public Works facility.

Moved by Councillor Horner, seconded by Councillor Rentsch

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated April 28, 2022, regarding a Municipal Emergency Readiness Fund – Grant Request for the Township of Amaranth, be received;

AND THAT the Municipal Emergency Readiness Fund Grant Request for the Township of Amaranth in the amount of \$7,900, be approved.

-Carried-

5. **GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #5**
Compensation Policy for Public Members on Advisory Committees

A report from the Clerk, dated April 28, 2022, to approve an amendment to Policy No. 1-2-02 – Committee Structure and Mandates to include compensation for public members of advisory committees.

Moved by Councillor Horner, seconded by Councillor Soloman

THAT the Report from the Clerk, dated April 28, 2022, titled Public Committee Member Compensation, be received;

AND THAT the amendments to Policy No. 1-2-02 – Committee Structure and Mandates, be approved.

-Carried-

6. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #6
Joint Compliance Audit Committee

A report from the Clerk, dated April 28, 2022, to provide information on a request to administer a Joint Compliance Audit Committee for the 2022 – 2026 Council Term.

Moved by Councillor Soloman, seconded by Councillor Macintosh

THAT the report from the Clerk, dated April 28, 2022, titled Joint Compliance Audit Committee, be received.

-Carried-

Councillor Anderson joined the meeting at 11:18 a.m.

7. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #7
Procedural By-Law Review

A report from the Clerk, dated April 28, 2022, to inform Committee that staff have started a review of the Procedural by-law for the 2022 – 2026 Council Term.

Moved by Warden Mills, seconded by Councillor Horner

THAT the report from the Clerk, dated April 28, 2022, regarding the Procedural By-law Review, be received.

-Carried-

8. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #9
Council Remuneration Review

A report from the Clerk, dated April 28, 2022, to seek direction regarding Council remuneration for the next term of Council 2022 to 2026.

Moved by Councillor Horner, seconded by Warden Mills

THAT staff be directed to conduct additional research and report back with a recommendation for Council remuneration for the next term of Council (2022 to 2026).

-Carried-

9. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #8
School Bus Stop-Arm Camera Program – Report 4

A report from the Clerk, dated April 28, 2022, to provide an update to council regarding implementing a school bus stop-arm camera program.

Moved by Councillor Anderson, seconded by Councillor Soloman

THAT the report of the Clerk, dated April 28, 2022, regarding School Bus Stop-Arm Camera Program – Report 4, be received.

-Carried-

10. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #10
Financial Report

A report from the Manager of Finance, Treasurer, dated April 28, 2022, to provide Committee with a quarterly financial summary.

Moved by Councillor Rentsch, seconded by Councillor Macintosh

THAT the Financial Report for the first quarter of 2022, dated April 28, 2022, be received.

-Carried-

CORRESPONDENCE

11. GENERAL GOVERNMENT SERVICES – April 28, 2022 – ITEM #11
Donation to Ukraine

Correspondence from Shirley Tait, dated April 21, 2022, seeking clarification regarding donation guidelines in response to Council's donation to Ukraine.

The Committee suggested developing a set of general principles, rather than a policy, to allow for consideration of requests on a case-by-case basis to guide future

Councils should they are confronted with a donation of this type again.

ADJOURNMENT

The meeting adjourned at 11:58 a.m.

NEXT MEETING: Thursday, May 26, 2022 at 11:00 a.m.
Video Conference

Respectfully submitted,

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



HEALTH & HUMAN SERVICES COMMITTEE MINUTES

Thursday, April 28, 2022 at 1:00 p.m.

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

Members Present: Councillor Philip Rentsch (Chair)
Warden Wade Mills
Councillor Sandy Brown
Councillor Guy Gardhouse
Councillor 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
Tom Reid, Chief Paramedic
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 – April 28, 2022 – ITEM #1
Community Services 2021 Annual Review

A presentation and report from the Director of Community Services, dated April 28, 2022, to provide information on the Community Services 2021 Annual Review.

Moved by Councillor Gerrits, seconded by Councillor Soloman

THAT the report of the Director, Community Services, titled Community Services 2021 Annual Review, dated April 28, 2022, be received.

-Carried-

2. HEALTH & HUMAN SERVICES – April 28, 2022 – ITEM #2
New Provincial Homelessness Prevention Program

A report from the Director of Community Services, dated April 28, 2022, to provide information on the new Provincial Homelessness Prevention Program (HPP).

Moved by Councillor Brown, seconded by Councillor Gardhouse

THAT the report of the Director, Community Services, titled New Provincial Homelessness Prevention Program Report, dated April 28, 2022, be received.

-Carried-

3. HEALTH & HUMAN SERVICES – April 28, 2022 – ITEM #3
2021 Dufferin Oaks Annual Report

A presentation and report from the Administrator of Dufferin Oaks, dated April 28, 2022, to present the 2021 Annual Report for Dufferin Oaks.

Moved by Councillor Nix, seconded by Councillor Macintosh

THAT the report of the Administrator of Dufferin Oaks, dated April 28, 2022, regarding the 2021 Dufferin Oaks Annual Report, be received.

-Carried-

4. HEALTH & HUMAN SERVICES – April 28, 2022 – Item #4
Financial Report

A report from the Manager of Finance, Treasurer, dated April 28, 2022, to provide Committee with a quarterly financial summary.

Moved by Councillor Nix, seconded by Councillor Brown

THAT the Financial Report for the first quarter of 2022, dated April 28, 2022, be received.

-Carried-

ADJOURNMENT

The meeting adjourned at 2:08 p.m.

NEXT MEETING: Thursday, May 26, 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, April 28, 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
Councilor Guy Gardhouse
Councillor Chris Gerrits
Councillor Earl Hawkins
Councillor Darren White

Other Councillors Present: Councillor Steve Soloman

Members Absent: Councillor John Creelman (prior notice)
Councillor Bob Currie (prior notice)

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

Chair Horner called the meeting to order at 3:01 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.

Cody Joudry, Director of Development and Tourism introduced the new Senior Planner, Silva Yousif.

REPORTS

1. COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #1
Meat Processing Project – Update

A report from the Director of Development and Planning, dated April 28, 2022, to update the committee on the Meat Processing Project.

Moved by Councillor Gerrits, seconded by Councillor Gardhouse

THAT the report of the Director of Development and Tourism, titled Meat Processing Project – Update, dated April 28, 2022, be received.

-Carried-

2. COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #2
Expedited Settlement Boundary Expansion in Shelburne

A report from the Director of Development and Tourism, dated April 28, 2022, to provide information to committee members in relation to questions asked during the Community Development and Tourism committee on Thursday, January 27, 2022.

Moved by Warden Mills, seconded by Councillor Hawkins

THAT the report of the Director of Development and Tourism, titled Expedited Settlement Boundary Expansion in Shelburne, dated April 28, 2022, be received;

AND THAT the committee is supportive of an incremental approach where appropriate;

AND FUTHER THAT the Committee recommends that motion CC 2022-04-14-#26, be reconsidered to allow for smaller Conformity Reports on a municipal specific basis for settlement boundary expansions.

-Carried-

3. COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #3
Bill 109 More Homes for Everyone Act, 2022

A report from the Director of Development and Tourism, dated April 28, 2022, to provide the Committee an overview of land use planning changes as a result of Bill 109 More Homes for Everyone Act, 2022.

Moved by Councillor Gardhouse, seconded by Councillor Gerrits

THAT the report of the Director of Development and Tourism, titled Bill 109 More Homes for Everyone Act, 2022, dated April 28, 2022, be received.

-Carried-

4. COMMUNITY DEVELOPMENT & TOURISM – April 28, 2020 – ITEM #4
Financial Report

A report from the Manager of Finance, Treasurer, dated April 28, 2022, to provide Committee with a quarterly financial summary.

Moved by Councillor Hawkins, seconded by Warden Mills

THAT the Financial Report for the first quarter of 2022, dated April 28, 2022, be received.

-Carried-

CORRESPONDENCE

5. COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #5
Reform Gravel Mining Coalition

Correspondence from Reform Gravel Mining Coalition, dated March 24, 2022, to request support regarding their proposal to the Provincial government to declare a moratorium on all new gravel mining operations in the province (including interim orders and site plan amendments for mining below the water table or that increase licensed tonnage).

Moved by Councillor Gardhouse, seconded by Warden Mills

THAT the correspondence from the Reform Gravel Mining Coalition, dated March 24, 2022, to request support regarding their proposal to the Provincial government to declare a moratorium on all new gravel mining operations in the province, be received.

-Carried-

6. **COMMUNITY DEVELOPMENT & TOURISM – April 28, 2022 – ITEM #6**
Resolutions – Townships of Amaranth and Melancthon

Resolutions from the Townships of Amaranth and Melancthon supporting the request to impose a moratorium on all new gravel applications including expansions of existing licensed sites.

Moved by Councillor Gerrits, seconded by Councillor Gardhouse

THAT the resolutions from the Township of Melancthon, dated April 11, 2022 and the Township of Amaranth, dated April 27, 2022, supporting the request to impose a moratorium on all new gravel applications including expansions of existing licensed sites, be received.

-Carried-

ADJOURNMENT

The meeting adjourned at 4:04 p.m.

NEXT MEETING: Thursday, May 26, 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 Council

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

Meeting Date: May 12, 2022

Subject: **On-Demand Transit Pilot Project**

In Support of Strategic Priorities:

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

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

Purpose

The purpose of this report is to advise Council of the recommendation of the Transit Feasibility Working Group which was comprised of Warden Mills, Councillor Anderson, Councillor Brown, Councillor Creelman, Councillor Gerrits and Councillor White.

Background & Discussion

Following a Transit Feasibility Study that was completed in late 2021, Council formed a working group to assess the recommendations included in the final report prepared by IBI Group.

Over the course of three meetings, the members of the Transit Feasibility Working Group explored several possible options ranging from providing a full fixed route transit service to taking no action at all.

The feasibility study shows that there is a need for a County-wide transit service and that the preferred service design would be a curb-to-curb on-demand model. The success of the RIDEWELL program in neighbouring Wellington County provided the working group with a comparable model that could be effectively implemented in Dufferin County.

The working group agreed, and is recommending, that creating an on-demand transit model that covers the entirety of Dufferin County for a pilot period of two years was the most reasonable option.

Following the recommendations from IBI Group, this demand responsive transit model, with no fixed route or schedule would provide on-demand, curb-to-curb service, during specific operating hours. The service would be available for travel within the County, except for trips with both a start and end destination within Orangeville as municipal transit is already provided by Orangeville Transit.

The recommended service delivery model is to retain a contractor for the service through an RFP process (includes supply of vehicles, drivers, maintenance, and bookings).

To implement this level of service the following resources will be required:

- Transit Coordinator (1 FTE) – prepare service strategy; administer and monitor the contract; respond to customer inquiries and feedback; coordinate with external agencies; ensure compliance with legislation
- Marketing and Communications Support

It is anticipated that the service could be launched in October 2022.

Financial Impact:

The estimated operating cost for this service is \$353,000 annually. An additional one-time start-up cost of \$20,000 is also anticipated.

Funding support for transit is provided through the Gas Tax program. This support is estimated to be \$190,000 after the first complete year of service. In order to receive this funding, the County would need to pass a by-law committing to ongoing financial support of transit.

Anticipated fare revenue is estimated at \$56,000 based on a first-year ridership of 5,500 people.

Additional funding programs from both the Federal and Provincial governments could be leveraged during upcoming intake periods to further off-set the cost of this transit initiative.

Recommendation

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated May 12, 2022, regarding an On-Demand Transit Pilot Project, be received;

AND THAT the recommendation of the Transit Feasibility Working Group be approved;

AND THAT staff be directed to initiate an On-Demand Transit Service for a pilot period of two years;

AND THAT staff report to Council on the success of said transit service no later than late 2024 so that Council can determine if the program will be continued.

Respectfully submitted,

Steve Murphy
Manager – Preparedness, 911 & Corporate Projects

Reviewed by: Sonya Pritchard, Chief Administrative Officer

Attachment: Transit Feasibility Working Group Notes – April 19, 2022



TRANSIT FEASIBILITY WORKING GROUP NOTES

Tuesday, April 19, 2022 at 2:00 p.m.

Video Conference

Members Present: Councillor Sandy Brown
Councillor John Creelman
Councillor Chris Gerrits

Members Absent: Warden Wade Mills (prior notice)
Councillor Steve Anderson
Councillor Darren White (prior notice)

Staff Present: Michelle Dunne, Clerk
Rebecca Whelan, Deputy Clerk
Steve Murphy, Manager – Preparedness, 911 & Corporate Projects

The meeting was called to order at 2:06 p.m.

1. TRANSIT FEASIBILITY WORKING GROUP – ITEM #1 **Discussion on Next Steps**

The working group discussed the following options that have been presented:

- On-demand service
- Fixed route service
- A combination of on-demand and fixed route
- No action

Based on the success of Wellington County's RIDEWELL, the working group felt that a similar model would work for Dufferin County. An on-demand service would cover the entire County. Starting with a two-year pilot project allows for data gathering and analysis before deciding on a permanent model.

Recommendation: To move forward with a two-year pilot project (until the end of 2024) of an on-demand service model

The working group directed staff to investigate options for grants and additional revenue streams to subsidize the cost of the service.

The meeting adjourned at 2:32 p.m.



REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Sonya Pritchard, Chief Administrative Officer

Meeting Date: May 12, 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

Next meeting: May 11, 2022

Niagara Escarpment Commission (NEC)

Representative(s): Councillor Janet Horner

Meeting date: April 21, 2022

Highlights: The NEC received a presentation on Value for Money Audit from the Auditor General of Ontario, Bonnie Lysyk.

Attached: Niagara Escarpment Commission Agenda – April 2022

Dufferin Board of Trade (DBOT)

Representative(s): Councillor Sandy Brown

Highlights: The Dream Big Youth Market was a big success. DBOT will be hosting a televised (Rogers TV) provincial all candidates meeting on May 18th. Questions for the candidates will be accepted through DBOT's website until May 13, 2022. The Dufferin Board of Trade Annual General Meeting will also be on May 26, 2022 on Zoom.

Attached: Dufferin Board of Trade Newsletter – May 2022

Headwaters Communities in Action (HCIA)

Representative: Councillor Darren White

Highlights: HCIA continues to partner on the Community Safety and Wellbeing Integration Table and DC Climate Action. The Dufferin County 2022 Grants report of recommendations was received by County Council and recipients notified. HFFA and Farm to School are planning fundraising and other events, a new website and remote education materials, as well as school food learning circle goals. HCIA hiring for two positions and recruiting for Leadership Council. HCIA, DC MOVES and Volunteer Dufferin are partnering on resource sharing and June forum.

Attached: Headwaters Communities in Action Report – April 2022

Western Ontario Wardens' Caucus (WOWC)

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

Next Meeting date: WOWC CAOs currently meets every Monday via Zoom

SWIFT Board of Directors

Representative: Councillor Chris Gerrits

Highlights: SWIFT announced broadened access with new public cloud connectivity through Amazon Web Services, Google Cloud and Microsoft Azure. This allows users to use SWIFT VPN connections with select cloud providers.

Attached: News Release – SWIFT broadens access with new public cloud connectivity through Amazon Web Services, Google Cloud and Microsoft Azure – April 28, 2022

Recommendation

THAT the report of the Chief Administrative Officer, dated May 12, 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, May 3, 2022 7:10 AM
To: information
Subject: Laurel, here's the latest local business news you can use - May 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.



Spring has finally sprung in Dufferin County and for many of us comes the promise of a busy season ahead.

I hope that many of you were able to make it out to Dream Big Market on the weekend and check out the wares of many of our local young entrepreneurs. Thanks to Diana and her team for all of their hard work putting this event together.

Your Board of Trade would like to welcome Lucy Gallagher to our team. Lucy will be taking on the role of Community Engagement Manager. I am sure many of you know Lucy already and will look forward to seeing her as she helps to drive our organization forward.

May promises to be a busy month for the Dufferin Board of Trade. We will be hosting a provincial all candidates meeting on May 18th followed closely by our Annual General Meeting on May 26th. While it is a busy time for many of you I strongly urge you to participate in both. These

events are a great opportunity for both our members and our association to be heard and effect change.

Not long after those events are finished you should see information for our upcoming Business Excellence Awards and our Annual golf tournament. I look forward to seeing you all in person at those two events. It is an encouraging sign for those who are comfortable to be able to start networking in person.

Thank-you for all of your support of the organization. I look forward to seeing you all around the county!

Doug Harkness,
Chair-elect
Dufferin Board of Trade

CONNECT



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](#)



Welcome Lucy-May Gallagher

Lucy is our new **Community Engagement Manager**. Her role is to connect businesses across the county, helping our members thrive and make the most of their DBOT membership. Connect with Lucy if you are looking for ways to grow your business!

Email: lucy@dufferinbot.ca

[Email Lucy](#)

SAVE Money

A graphic with a blurred background of a retail store. On the left, a semi-transparent box contains the text 'Advertising Bundles' followed by a bulleted list: '• Print', '• Radio', '• Newsletter', and '• Online'. On the right, a hand holds a smartphone displaying various social media and communication icons in speech bubbles, including an envelope, a person icon, a camera, a heart, a thumbs up, and a speech bubble with three dots.

DBOT Advertising Bundles

Increase awareness of your business brand in our community. Advertise on both local radio stations, print media, DBOT's e-Newsletter, Website, Facebook, and Instagram, with our Advertising Bundles.

Take advantage of our group buying power to save your business money.

Each advertising participant has an average of over 2,000 online impressions per month, plus the potential to reach almost 25,000 in print and over 100,000 on radio.

[Learn More](#)

PROMOTE



The poster features a photograph of three people (two adults and a child) walking away on a paved path through a wooded area, holding hands. The text is overlaid on the image.

Hike for Hospice Palliative Care

Hike for Hospice Dufferin and Butterfly Release

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SUNDAY JUNE 12, 2022

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Alison Knightley
Broker - M16002765
knightley.a@mortgagecentre.com
Cell: 647-838-2965 | Fax: 519-942-4421



Strathallen Property Management
Inc.

Alison Knightley

ADVOCATE



Meet the MPP candidates for Dufferin–Caledon at our televised Election Forum on May 18, 2022. The Forum will be available to everyone in the Dufferin–Caledon area – live on Rogers tv Orangeville **and** online at 7pm on May 18th. The video will also be available for viewing online a few days after the event.

Learn more about our local candidates and **submit your questions** for the forum on our website: www.dufferinbot.ca/provincialelection2022

[Visit our website](#)

Presented in partnership with:

- The Dufferin Federation of Agriculture
- The Canadian Federation of University Women
- The Brampton Real Estate Board
- Rogers tv – Orangeville

NEWS FROM COMMUNITY PARTNERS



Special Lease Opportunity

Are you ready for a store front?

Successful businessman, David Potter has an interesting opportunity for a local business looking to scale up and open a promising new location in downtown Orangeville on Broadway! David's location would be suitable for a café, coffee house, bistro/bar, with outdoor patio and indoor 30 seat capacity, or a professional service like health care, accounting, financial planning, insurance lawyer, retail shop, etc. in 800 sq ft.

David is willing to offer his 50 years of business experience to support and help the right entrepreneur, and make leasehold improvements to suit your needs and help make your Broadway store front dream a reality! Please feel free to contact him at david@potterpartners.ca for more information on this opportunity.

David Potter

Virtual
Presentation

Thriving in the post-pandemic economy



CREATING THE FIVE-STAR CUSTOMER EXPERIENCE

Wednesday
May 4, 2022
2:00 – 3:30 p.m.

Register today
for this free event



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

Lucy-May Gallagher, Community Engagement Manager

lucy@dufferinbot.ca | 905-587-1904

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Sent by diana@dufferinbot.ca powered by



REPORT TO COUNCIL

Headwaters Communities in Action

Representative: Councillor Darren White
Meeting report of April 2022

Highlights: HCIA continues to partner on the CSWB Integration Table and DC Climate Action. DC Grants 2022 report of recommendations was received by County Council and recipients notified. HFFA and Farm to School planning fundraising and other events, new website and remote education materials, and school food learning circle goals. HCIA hiring for two positions and recruiting for Leadership Council. HCIA, DC MOVES and Volunteer Dufferin partner on resource sharing and June forum.

Primary Activities:

HCIA Admin:

- **Dufferin County Community Safety and Wellbeing Integration Table** meets next on June 14 to discuss the year 1 annual report and year 2 work plan, as well as sustainability and communications plans.
- HCIA has received a \$70,900 grant from the Ontario Trillium Foundation Resilient Communities Fund to support strategic, communications and operations planning for the organization, from May 2022 to April 2023.
- HCIA has registered for Canada's 50 – 30 Challenge, a commitment to actively build and support diversity and inclusion in our organization. We are currently recruiting for two contract positions and our board. Please spread the word:
 - Community Engagement Coordinator for HCIA (learn more at tinyurl.com/CEC-HCIA) Application deadline May 13, 2022.

- Partners With Lived Experience Coordinator for Dufferin County Equity Collaborative (learn more at tinyurl.com/PWLE-DCEC)
Application deadline May 13, 2022.
 - Recruitment for HCIA Leadership Council members is ongoing.
- HCIA was team co-captain with DC Climate Action and UGDSB for the Earth Month ecoChallenge (ecochallenge.org) on the theme of the SDGs (UN Sustainable Development Goals), April 1-30, 2022. Targeted to UGDSB and a few select actions, the team impact included:
 - 35 team participants and 101 actions completed
 - almost 40 hours spent outside/not in front of a screen
 - 199 conversations started (practicing active listening)
 - 215 minutes spent learning (about calculating your water footprint, and the SDGs related to education & livelihood, economy & communities, climate & ecosystems)
- Employer volunteering programs continue to support **Trails** projects.
- **PROJECT NEWS:**
 - **Dufferin County Community Grants:** Jennifer Payne, HCIA ED, presented the 2022 report of recommendations to County Council on April 14th, where it was received. County staff have notified recipients and some correspondence has been received seeking feedback on applications and guidance on reporting. At the meeting, Councillors inquired regarding criteria and how the County can better support non-registered groups as well as organizations needing operational funds:
 - *Note that non-registered groups can partner with a registered NFP or charity to be eligible for a Community Grant.* This was not made clear in the presentation. Finding partners has posed a challenge for some in the past, however.
 - HCIA and County staff will explore options for applicants who expressed interest in longer term funding, work to better assess the level of need as well as possible alternative funding streams.
 - **Volunteer Dufferin:** 2244 volunteers registered. 137 member organizations. 50 active open opportunities, 22 of which are tagged as eligible for high school community involvement hours. Continuing to promote use of the portal through high schools with UGDSB. Promoted

National Volunteer Week April 24-30, 2022.

- **HFFA and Farm to School:** HFFA Events Subcommittee has been meeting to plan a summer dinner series and possible other on-farm experiences and regenerative agriculture education activities. The 2022 Farm Fresh Guide will be published in the June issue of In The Hills. Farm to School updates include:
 - Remote/virtual workshop kit prototypes to be available by end of May.
 - Virtual farmer visits with UGDSB - Headwaters F2S farmers have booked 3 visits with 20+ classes in Wellington and Dufferin schools.
 - Local Food Club intends to start up again later in 2022 when new website and ordering platform is complete.
 - The School Food Learning Circle meets again on May 17, 2022 to further develop goals for the group. Sustain Ontario recently wrapped the 2022 round of the Salad Bar Grants across Canada.
- **DC MOVES:** DC MOVES Q1 2022 report submitted. Next DC MOVES forum scheduled June 22, 2022. Information sharing continues through What's On The MOVES newsletters and Did You Know bulletins. Partners With Lived Experience (PWLE) project under DCEC began in April with planning and initiating the hiring process for a coordinator. Applications are being accepted until May 13, 2022 with coordinator to begin in June. View the job posting: <https://tinyurl.com/PWLE-DCEC>

Michelle Hargrave

From: Michelle Dunne
Sent: Tuesday, May 3, 2022 8:49 AM
To:
Cc:
Subject: FW: Grand Valley Council Resolution

Michelle Dunne, Dipl.M.M.|Clerk| Corporate Services

County of Dufferin|Phone: 519-941-2816 Ext. 2504| mdunne@dufferincounty.ca |30 Centre Street,
Orangeville, ON L9W 2X1

From: Sabrina VanGerven <svangerven@townofgrandvalley.ca>
Sent: Monday, May 2, 2022 1:53 PM
To: Denise Holmes <dholmes@melancthontownship.ca>; Fred Simpson <fred.simpson@townofmono.com>; Jennifer Willoughby <jwilloughby@shelburne.ca>; Jessica Kennedy <jkennedy@eastgarafraxa.ca>; Michelle Dunne <mdunne@dufferincounty.ca>; Mulmur Clerk <rknechtel@mulmur.ca>; Nicole Martin <nmartin@amaranth.ca>; Orangeville <klandry@orangeville.ca>; Susan Stone <sstone@eastgarafraxa.ca>; Tracy Atkinson <tatkinson@mulmur.ca>
Subject: Grand Valley Council Resolution

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.

Good afternoon,

At the April 26, 2022 regular meeting of Grand Valley Council the following resolution was passed:

Resolution 2022-04-28

Moved by P Latam, Seconded by S Miles

WHEREAS the Town of Grand Valley Council was disappointed to hear of the County's decision to delay the Municipal Comprehensive Review process until 2023;

WHEREAS the Town of Grand Valley Council has provided the information necessary to the County in a timely manner as requested;

WHEREAS the Town of Grand Valley Council has a desire to see growth beyond their current Urban Boundaries;

BE IT RESOLVED THAT the Town of Grand Valley requests Dufferin County Council reverse the decision to delay the Municipal Comprehensive Review process;

AND FURTHER THAT the process continues along the original timeline with completion expected by June 2022;

AND FURTHER THAT staff be directed to send a copy of this resolution to all municipalities within the County of Dufferin.

CARRIED

Please do not hesitate to contact me if you have any questions or concerns.

Kind regards,

Sabrina VanGerven



Sabrina VanGerven, CHRP

Deputy Clerk/Communications Coordinator

Town of Grand Valley | 5 Main Street North, Grand Valley, ON L9W 5S6

Tel: (519) 928-5652 | Fax: (519) 928-2275 | svangerven@townofgrandvalley.ca

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-17

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 THE AUTOMOTIVE MATERIALS STEWARDSHIP INC. (Automotive Materials Stewardship)

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 the Automotive Materials Stewardship Inc., in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed on this 12th day of May, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk

MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 2021 (the "Effective Date").

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")

- and -

THE CORPORATION OF THE COUNTY OF DUFFERIN ("COLLECTOR")

collectively, the "Parties"

Reporting Contract #: 4700001881 (completed by AMS)

WHEREAS:

- A. AMS will be offering services as a producer responsibility organization ("**PRO**") under the Hazardous and Special Products Regulation ("**HSP Regulation**") made under the *Resource Recovery and Circular Economy Act, 2016* (the "**RRCEA**") (collectively, the "**AMS Program**").
- B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or oil filters (collectively, "**Automotive Hazardous and Special Products**" or "**Automotive HSP**") as more particularly defined below.
- C. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP.

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the RRCEA or the HSP Regulation or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

(a) **"Agreement"** means this Agreement and includes all schedules and amendments thereto;

(b) **"Automotive HSP"** means one or more of the following as defined under the Regulation:

(i) **"Oil Container"** means a container that is used for the supply of new lubricating oil and that has a capacity of 30 litres or less;

(ii) **"Oil Filter"** means a fluid filter, other than a gasoline filter, and includes,

a. a spin-on style filter or element-style fluid filter that is sold separately or as part of a product, that is used in hydraulic, transmission or internal combustion engine applications,

b. a filter used for oil, diesel fuel, storage tank fuel, coolant, household furnace fuel, and

c. a sump type automatic transmission filter

(iii) **"Antifreeze"** means a product containing ethylene or propylene glycol that is used or intended for use as a vehicle engine coolant and includes,

a. the initial antifreeze supplied with a new vehicle, and

b. antifreeze that is premixed and concentrated.

"Antifreeze" includes the product's primary packaging where that packaging is less than 30 litres.

(c) **"Business Day"** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;

(d) **"Claims Submission"** means submission to AMS of data required to validate claim for payment;

(e) **"Collection Services"** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Collector, for the purpose of receiving, classifying, packing, storing and transferring Automotive HSP onto transportation vehicles, including the manifesting of the Automotive HSP prior to transportation from the Event or Depot;

- (f) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Collector for receiving Automotive HSP from the public and transferring to Haulers for processing or recycling;
- (g) **“Diversion Report”** means invoices, Automotive Material tonnage reports, or other such documents in the form and format specified by AMS as may reasonably be required from time to time for the validation of Claims Submissions;
- (h) **“Event”** means a one-day or other collection event, operated by or on behalf of a Collector to collect, pack, transport, weigh, and process Automotive HSP from the public;
- (i) **“FOB”** means free on board;
- (j) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (k) **“Hauler”** means a Service Provider that transports collected Automotive HSP to a Processor;
- (l) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (m) **“Material Management Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (n) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “C” as amended by AMS from time to time;
- (o) **“Post-Collection Services”** means the management of Automotive HSP after transfer of such Automotive HSP to a Hauler FOB the Event or Depot location, including but not limited to transportation of Automotive HSP from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (p) **“Processor”** means a Service Provider that processes collected Automotive HSP;
- (q) **“Service Provider”** means a Hauler and/or Processor, approved by AMS as posted in a secure location on the AMS website accessible to Collector, that provides Material Management Services to AMS or the Collector as the case may be; and
- (r) **“WeRecycle Portal”** means AMS's online system for uploading Claims Submissions.

2.0 Material Management Services

- 2.1. This Agreement is for three different service location types for the provision of Material Management Services by the Collector to AMS. These are as follows:

(a) Depot

- (i) The Collector or the Collector's Service Provider provides Depot Collection Services for Automotive HSP. AMS pays the Collector an hourly rate for the Collection Services of Automotive HSP.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by approved AMS hauler.
- (iii) Depots must accept, at a minimum, all types of HSP that are in the same category as that type of HSP as defined in the Regulation.
- (iv) Depots must accept from a person, at a minimum, up to 25 kilograms per day of each type of Automotive HSP.
- (v) If a Depot accepts more than 50 kilograms of Automotive HSP from a person on a single day, Collector shall make reasonable efforts to record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of Automotive HSP accepted.

(b) Event

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP. The Collector may combine Events with other activities, including collection of non-Automotive HSP. AMS pays the Collector a cost per tonne of Automotive HSP as per Schedule "B" for the Collection and Post-Collection Services.
- (ii) An Event must accept antifreeze, oil containers and oil filters.
- (iii) An Event must operate for a minimum of four (4) consecutive hours.

(c) Event (and transportation to Depot)

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP and transports the collected Automotive HSP to a Depot. AMS pays the Collector a cost per tonne.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by an approved AMS Hauler.

For the purpose of this Agreement, AMS and the Collector have agreed that the service location types marked with an "X" below will be the ones under which the Collector will provide Material Management Services to AMS.

- ☐ Depot
- ☒ Event

- ☐ Event (and transportation to Depot)

- 2.2. AMS and Collector may agree in writing at any time to change the service location type under which Collector is providing Material Management Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

3.0 Price and Payment

3.1. Price

- (a) Material Management Services – Depot. AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector the hourly rate as set out in Schedule “B” for the Total Reimbursable Hours of Operation as specified in Schedule “A” for the Collection Services.
- (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Depots.

- (b) Material Management Services - Event. AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.

- (c) Material Management Services – Event (and transportation to Depot). AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector an amount per tonne as set out in Schedule “B” for the Collection Services and transportation of Automotive HSP to a Depot for each of the approved Events that are submitted as outlined in Schedule “A”. The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.
- (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Events and transported to Depots.

3.2. Payment

(a) Material Management Services – Depot.

- (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the end of each calendar month.

(b) Material Management Services - Event.

- (i) To receive payment for Event Collection Services and Post-Collection Services, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

(c) Material Management Services – Event (and transportation to Depot).

- (i) To receive payment for Event Collection Services and transportation of Automotive HSP to a Depot, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

3.3. Collector will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.

3.4. The Collector will not charge residential Generators of Automotive HSP for collection of Automotive HSP at its Depots or Events.

3.5. Late Submission Penalties

- (a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.
- (b) AMS will have no responsibility to pay and Collector will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

4.0 Supplemental Reporting

In addition to all other reporting requirements in this Agreement, Collector will provide information to AMS as required to satisfy AMS' reporting obligations to the Authority in the Regulation and the Hazardous and Special Products Verification and Audit Procedure document, each of which can be found on the Government of Ontario and the Authority websites respectively. AMS will make no more than two (2) requests per calendar year.

5.0 Facility Access and Audit Rights

- 5.1. Collector will grant AMS (or its authorized representative) or the Authority access to Collector's Depots used in the provision of Material Management Services to monitor Collector's performance in the delivery of Material Management Services. Such access will be during normal business hours and on a minimum of 48 hours' notice.
- 5.2. AMS or its representative will have the right to perform composition audits of Automotive HSP in the possession or control of the Collector and to review any documentation or other work product resulting from Material Management Services ("Audit Rights") at AMS' expense.
- 5.3. Collector will co-operate with AMS to allow AMS or its representative, to exercise its Audit Rights, and make reasonable efforts to provide access to adequate, indoor space and weighing devices, if available, at Collector's facilities at no charge to AMS.
- 5.4. All parties acting on behalf of AMS are bound by strict confidentiality agreements.

6.0 Term

- 6.1. This Agreement will commence on the Effective Date and its initial term will continue until December 31, 2022. This Agreement will automatically renew for successive one (1) year terms unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the "Term".

7.0 Exclusivity

- 7.1 The Collector will collect Automotive HSP exclusively on behalf of AMS and not for any other entity. In particular, Collector agrees not to enter into any other collection agreement for Automotive HSP with another producer responsibility organization or producer.

8.0 Title and Compliance with Laws

- 8.1. Title to all Automotive HSP collected by Collector at Events and Depots will belong to Collector from the time of collection until transfer of the collected Automotive HSP to an approved Hauler. At no time will AMS have title to Automotive HSP unless handled directly by AMS employees. Any contract entered into between Collector and a Service Provider for Automotive HSP must provide that title transfers to the Service Provider.
 - (a) Notwithstanding the foregoing, if the Collector operates a reuse program for any Automotive HSP, title to the Automotive HSP being reused shall transfer to Collector one (1) second prior to being given to the person or entity requesting it for reuse purposes.

- 8.2. In performing Material Management Services hereunder, Collector represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

9.0 AMS Policies, Standards and Guidelines

- 9.1. Collector will at all times comply with the HSP Regulation and the HSP Verification and Audit Procedure document as applicable.
- 9.2. AMS may develop from time to time, policies, standards and guidelines relative to the provision of Material Management Services or make amendments thereto.
- 9.3. The AMS Waste Packing Standards in effect at the time of entering into this Agreement are included in Schedule "C" for convenience.
- 9.4. Collector will use best efforts to comply with, and will require that any of its contractors supplying Material Management Services use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of Material Management Services. AMS will communicate any new or amended such policies, standards and guidelines to Collector via email.
- 9.5. Collector may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Collector provides such written notice either Party may exercise the termination provisions of 22.5(b).

10.0 Promotion and Education

- 10.1. Promotion and education of the proper end of life management of Automotive HSP is essential. The Collector will work cooperatively with AMS in undertaking such promotion and education activities with respect to Automotive HSP and collection of the Automotive HSP by the Collector as may be reasonably requested by AMS from time to time.
- 10.2. If a Collector provides Material Management Services for an Event or an Event (and transportation to Depot), the Collector will promote each Event in the local municipality, territorial district or First Nations community where it will be held for at least one week prior to the date of the Event using a combination of two or more forms of media, including but not limited to:
- local print publications
 - local print media
 - local radio
 - local signage, or
 - social media.

Collector will submit a report to AMS in a form and format specified by AMS that indicates how the Collector promoted each Event.

- 10.3. The Collector must submit to AMS draft copies of all publications that make use of AMS trademarks and logos for approval, which AMS may withhold for any reason.
- 10.4. The Collector, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS.

11.0 Indemnity and Insurance

- 11.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 11.2. The Collector will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Collector's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Collector can self-insure.
- 11.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 11.4. Unless the Collector wholly self-insures, the Collector will deliver a copy of Certificate(s) of Insurance maintained by the Collector or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Collector or Service Provider's insurance, naming AMS as an additional insured with the following language:

"Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."

If the Collector wholly self-insures, the Collector will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.
- 11.5. The Certificate(s) of Insurance, referred to in subsection 11.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

12.0 Assignment

- 12.1. The Collector may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.
- 12.2. Notwithstanding subsection 12.1, the Collector may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:
- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
 - (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
 - (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended.

13.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Collector will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer
Automotive Materials Stewardship
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6

Email: operations@autostewardship.ca

Notices to the Collector will be delivered to:

Melissa Kovacs Reid, Manager of Waste Services
County of Dufferin
30 Centre Street
Orangeville, ON L9W 2X1

Email: mkovacs@dufferincounty.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge

to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

14.0 No Partnership or Joint Venture

- 14.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Collector will be an independent Collector.

15.0 Severability

- 15.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

16.0 Amendment and Waivers

- 16.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

17.0 Further Acts

- 17.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

18.0 No Third Party Beneficiaries

- 18.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

19.0 Counterparts and Facsimile

- 19.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

20.0 Force Majeure

- 20.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of

such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

21.0 Dispute Resolution

- 21.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

22.0 Termination

- 22.1. Upon execution of this Agreement by the Collector and acceptance by AMS, any prior agreement between the same Collector and AMS is automatically terminated with immediate effect, except for the provisions in the prior agreement which are expressly stated as surviving termination.
- 22.2. If, in the reasonable opinion of either party, there has been a breach of this Agreement (which, in the case of a Collector, includes the Collector's compliance with the policies, standards, and guidelines described in section 9.0) by the other party (the "defaulting party"), the Collector or AMS (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 22.3. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 22.4. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.2 & 22.5, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.

- 22.5. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
- (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
 - (b) the Collector provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 9.0; or
 - (c) the Collector fails to keep the terms of this Agreement confidential as per section 29.0, in such instances only AMS may terminate this agreement; or
 - (d) a receiver or trustee is appointed for any part of the assets of AMS; or
 - (e) AMS ceased to provide services as a PRO.

23.0 Survival

- 23.1. Articles 11, 22.3 and 29 of this Agreement will survive termination or expiry and continue in full force and effect.

24.0 Additional Conditions

- 24.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

25.0 Entire Agreement

- 25.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

26.0 Headings for Convenience Only

- 26.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

27.0 Governing Law

- 27.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

28.0 Legislation References

- 28.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference

thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

29.0 Confidentiality

- 29.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Collector will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, Collector will inform AMS of any request made of Collector under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Collector so that AMS will have an opportunity to make representations to Collector with respect to the proposed disclosure.

30.0 Rights and Remedies

- 30.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
 - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
 - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

31.0 Schedules

- 31.1. Schedules "A" through "C" are attached hereto and incorporated in and form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

by: _____

Name: ~~Kathleen Kennedy~~ David Pearce

Title: ~~CFO~~ Executive Director

THE CORPORATION OF THE COUNTY OF DUFFERIN

by: _____

Name: Wade Mills

Title: Warden

by: _____

Name: Michelle Juane

Title: Clerk



Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Agreement to AMS, Collector and the first signatory represent that no additional signatories are required).

SCHEDULE "A" – COLLECTION ACCESSIBILITY SCHEDULES

Collector will collect all Automotive HSP from its residents according to the following Collection Accessibility Schedules.

Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
NA	N/A	N/A	N/A	N/A	N/A
TOTAL REIMBURSABLE HOURS					0

Events

Collector will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

Event Collection Accessibility Schedule - Example

Event #	Collector	Date	Location	Address	Collection Hours	Service Provider
1	Collector name	Event date	Location name	Full address	ex. 9am - 2pm	SP Name

INITIALLED BY COLLECTOR: _____

SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Collector for Automotive HSP Collection Services as follows:

For Material Management Services – Depot, AMS will pay the Collector the rate of **\$0.00** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Material Management Services – Event, AMS will pay the Collector a rate of **\$1,100** per tonne of Automotive HSP plus applicable taxes.

For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes.

INITIALLED BY COLLECTOR: _____

SCHEDULE "C" – AMS WASTE PACKING STANDARDS

The following are AMS Waste Packing Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted in a secure location on the AMS website accessible to Collector.

Waste Packing Protocols

All collection site operators shall:

- 1.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 1.2 Ensure that Automotive HSP are handled and stored as follows:
 - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
 - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
 - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
 - Have sufficient space to receive, sort, store and prepare transportation containers for shipment;
 - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
 - Be accessible to transport vehicles for pick-up of Automotive HSP; and
 - Have adequate security measures in place to prevent Automotive HSP from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 1.3 All waste must be packed in an approved UN container and all HSP transported must be contained in accordance with TDGA requirements.
- 1.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 1.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 1.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:

- 1.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 1.8 Contamination allowances:
- Reasonable efforts must be taken to minimize contamination.
 - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.
 - Contamination levels in transport containers (mis-packed Automotive HSP, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

Appendix A – Waste Packing Standards

Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212 Or Antifreeze Lab Pack – 212	<ul style="list-style-type: none"> • Antifreeze returned in containers with a volume of 30 litres or less. • Antifreeze recovered from vehicles at automotive service centres. 	<ul style="list-style-type: none"> • Plumbing antifreeze; • Vehicle windshield antifreeze; • Product marketed as industrial heat transfer fluid; • Fuel (gasoline & diesel) antifreeze; Lock de-icer; • Air brake antifreeze; • Antifreeze which does not contain ethylene or propylene glycol; • Containers used to deliver Antifreeze with a capacity greater than 30 litres. 	<ul style="list-style-type: none"> • Residential • All IC&I
2	Empty Auto Containers Or Empty Auto Containers - Shredded	<ul style="list-style-type: none"> • Antifreeze containers that are 30 litres or less; • Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil. • Note: Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideways lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil. 	<ul style="list-style-type: none"> Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil. 	<ul style="list-style-type: none"> • Residential • All IC&I

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> • Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications; • Diesel fuel filters; • Household furnace fuel filters; • Coolant filters; • Storage tank diesel fuel filters; • Plastic & paper element style filters; • Diesel fuel filters used at retail commercial pump islands 	<ul style="list-style-type: none"> • Gasoline fuel filters; • Air filters (automotive or non-automotive); • Household furnace air filters; • Sock-type filters 	<ul style="list-style-type: none"> • Residential • All IC&I

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-18

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 UPPER GRAND DISTRICT SCHOOL BOARD. (Lease Agreement – Edelbrock 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 Upper Grand District School Board, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to ratify such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 12th day of May, 2022.

Wade Mills, Warden




Michelle Dunne, Clerk

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THIS LEASE made the ~~April 1, 2022~~ *1st day of July, 2021*
BETWEEN: 

CORPORATION OF THE COUNTY OF DUFFERIN

(the "Landlord")

AND

UPPER GRAND DISTRICT SCHOOL BOARD

(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: | Upper Grand District School Board |
| | Address: | 500 Victoria Road North
Guelph, Ontario
N1E 6K2 |
| (c) | Indemnifier: | Not applicable |
| (d) | Building: | W. & M. Edelbrock Centre, 30
Centre Street, Orangeville |
| (e) | Premises: | Suite # described in Section 1.2 (m) |
| (f) | Rentable
Area of
Premises: | 840 square feet, subject to Section 2.2 |
| (g) | Term: | Two (2) year lease subject to Section 2.3 |

Commencement Date: July 1, 2021, subject to Section 2.4

End of Term: June 30, 2023, subject to Sections 2.3 and 2.4

(h) Basic Gross Rent (Section 3.2): \$17.22

Period	Per Sq. Ft/year	Per year	Per Month
July 1, 2021 to June 30, 2022	\$17.22	\$14,464.80 + HST	\$1,205.40+ HST
July 1, 2022 to June 30, 2023	\$17.74	\$14,901.60 + HST	\$1,241.80 + HST

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

(j) Deposit: Not applicable

Rent Deposit: Not applicable

Security Deposit: Not applicable

(k) Lease Year: Lease Year ends on June 30th of each year

Schedules forming part
of this Lease:

i. Schedule "A" Legal Description

ii. Schedule "B" Floor Plan

iii. Schedule "C" Rules and Regulations

1.2 Definitions

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

(a) ~~"Additional Rent" means all sums of money or charges to be paid by~~

~~the Tenant in accordance with this Lease other than Basic Gross Rent and Rental Taxes;~~

- (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;
- (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;
- (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 June 30th, 2024 is available upon mutual written

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. Furthermore, the Tenant shall have the option to pay the Basic Gross Rent in full at the commencement of the Term.

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. In the event the Landlord shall amend the Rental Taxes, the Landlord shall provide the Tenant thirty (30) days' notice and the parties herein must mutually agree to said amendment prior to any increase in the Gross 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 and Premise, its heating equipment, and other service facilities to the extent required to keep the Building and Premise, 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.

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 () 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 on demand 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 "C" 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, by providing prior written notice to the Tenant 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
 - 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.

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 Premises whether or not supplied by the Landlord.

ARTICLE 6 - MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES

6.1 Inspection Maintenance and Repair of Premises

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

The Landlord may, at all reasonable times during the Term and upon twenty-four hours' (24) telephonic notice to the Tenant, enter the 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.

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.

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, 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 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;

- (a) 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;
- (b) 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, 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 Upper Grand District School Board, 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 Ontario certified insurers. 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 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, , 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 Section 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 Sections 11.6 and 11.7, neither Party is precluded from seeking from a court of competent jurisdiction interim relief, including injunctive relief, when the subject matter of the Dispute may require.

ARTICLE 12 - GENERAL

12.1 Entry

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

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

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

12.2 Force Majeure

Notwithstanding any other provision contained in this Lease, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, performance of such act shall be postponed for a period

of time equivalent to the time lost by reason of such delay. The provisions of this Section 12.2 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

12.3 Effect of Waiver or Forbearance

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

12.4 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing and addressed, in the case of the Landlord, to it at the address noted in Section 1.1(a), in the case of the Tenant, to it at the address noted in Section 1.1(b) and in the case of the Indemnifier, to it at the address noted in Section 1.1(c), and delivered or sent by facsimile or by prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of receipt of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been received at the time of such delivery or the time of sending by facsimile. If, in this Lease, two (2) or more persons are named as Tenant, such notice shall be delivered personally to any one (1) of such persons. Either party may, by notice to the other from time to time, designate another address in Canada to which notices mailed more than ten (10) days thereafter shall be addressed.

12.5 Registration

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

12.6 Relocation

The Landlord may, at any time and from time to time, on not less than sixty (60)

days' notice to the Tenant, relocate the Premises during the Term, provided that the new premises (the "New Premises"), as relocated, shall be in all material respects reasonably comparable to the existing Premises. In the event the Landlord exercises its rights to relocate, the Landlord shall pay, without duplication, and on being furnished with invoices or proof of payment reasonably satisfactory to the Landlord, the out-of-pocket costs incurred by the Tenant as the direct result of moving, in addition to the reasonable moving expenses of the Tenant and its property and equipment to the New Premises. The Landlord shall, at its sole cost, and prior to the date the Tenant is to occupy the New Premises for the purpose of carrying on its business, improve the New Premises with improvements substantially similar to those located in the existing Premises. The terms and conditions of this Lease shall be deemed to be amended as of the date when the Landlord verifies that the New Premises are ready for the Tenant's use and occupancy, and the New Premises shall thereafter be the Premises hereunder.

12.7 Interpretation

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

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

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

12.8 Entire Agreement

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

12.9 Time of the Essence

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

12.10 Successors and Assigns

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

12.11 Indemnifier - Not applicable.

12.12 Confidentiality

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

12.13 Early Termination

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

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

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

12.14 Execution and Counterparts

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

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

LANDLORD

CORPORATION OF THE COUNTY OF DUFFERIN

Per: _____

Name: ~~Darren White~~, Title: Warden

Wade Mills

Per: _____

Name: Michelle Dunne Title: Clerk

We have authority to bind the Corporation.

TENANT

Upper Grand District School Board

Per: _____

Name: Glen Regier

Title: Executive Superintendent of Business Operations and Support Services

Per: _____

Name: Pat Hamilton

Title: Superintendent of Education Secondary Services

We have authority to bind the Corporation.

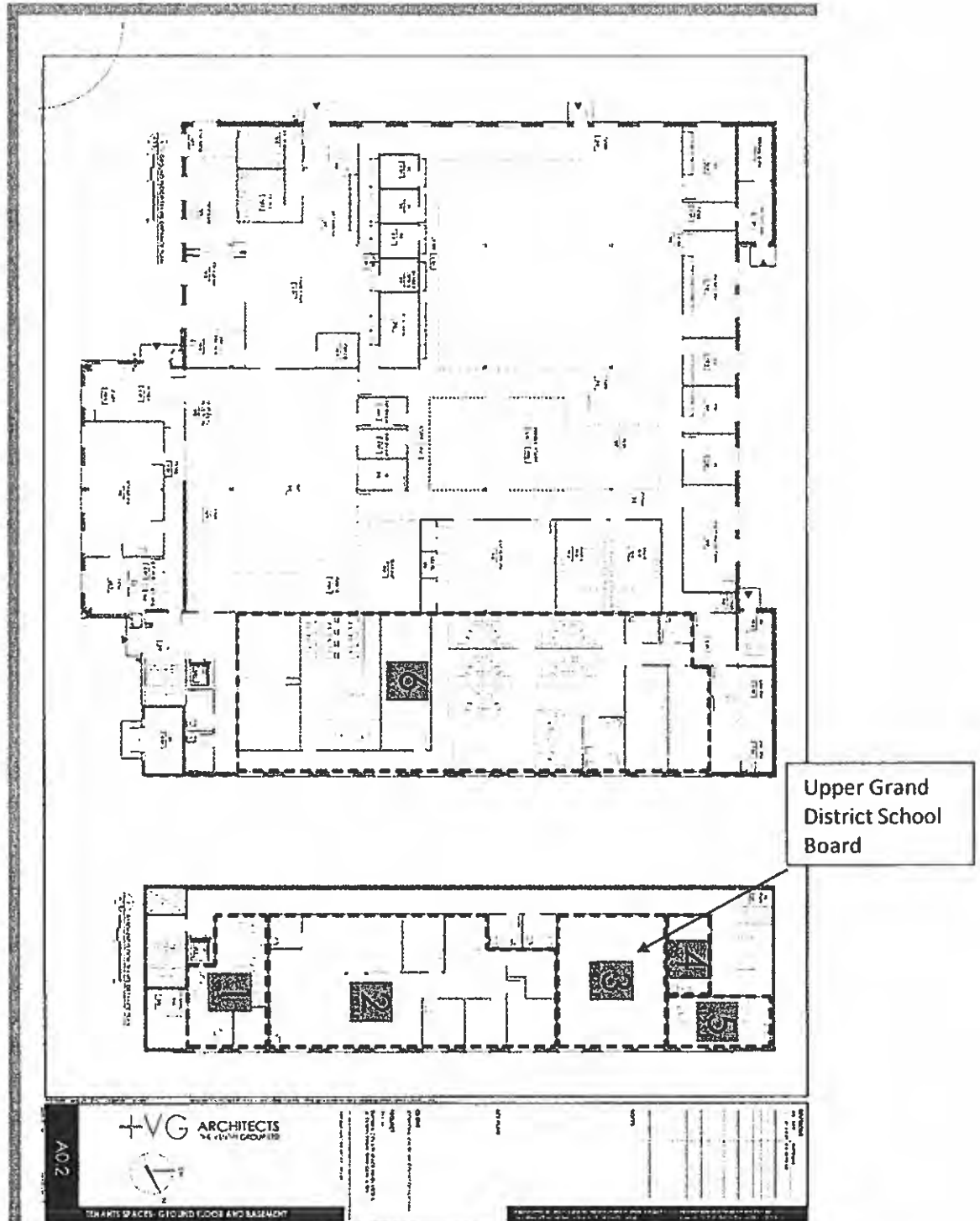
SCHEDULE "A"
LEGAL DESCRIPTION

PIN: 341300033

ROLL NUMBER: 222100000101500

CON 2 W PT LOT 32

SCHEDULE "B" FLOOR PLAN



SCHEDULE "C"
RULES AND REGULATIONS

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

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

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2022-19

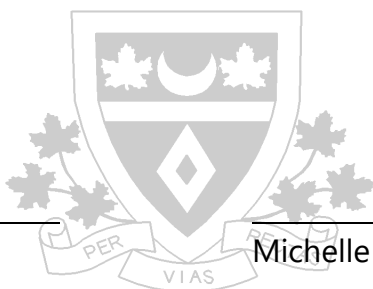
A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND UPPER GRAND DISTRICT SCHOOL BOARD. (Lease Agreement – Mel Lloyd Centre)

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 Upper Grand District School Board, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to ratify such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 12th day of May, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk

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THIS LEASE made the 1st day of April, 2022.

BETWEEN:

CORPORATION OF THE COUNTY OF DUFFERIN

(the Landlord")

AND

UPPER GRAND DISTRICT SCHOOL BOARD

(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: | Upper Grand District School Board |
| | Address: | 500 Victoria Road North
Guelph, Ontario
N1E 6K2 |
| (c) | Indemnifier: | Not applicable |
| (d) | Building: | Mel Lloyd Centre, 167 Centre Street
Shelburne |
| (e) | Premises: | Suite # described in Section 1.2 (m) |
| (f) | Rentable
Area of
Premises: | 104 square feet, subject to Section 2.2 |
| (g) | Term: | One (1) year lease 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): \$17.74

Period	Per Sq. Ft/year	Per year	Per Month
April 1, 2022 to March 31, 2023	\$17.74	\$1844.61 + HST	\$153.72+ HST

- (i) Permitted Use: Administrative and business offices of Tenant
- (j) Deposit: Not applicable
 - Rent Deposit: Not applicable
 - Security Deposit: Not applicable
- (k) Lease Year: Lease Year ends on March 31st of each year
 - Schedules forming part of this Lease:
 - i. Schedule "A" Legal Description
 - ii. Schedule "B" Floor Plan
 - iii. Schedule "C" Rules and Regulations

1.2 Definitions

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

- (a) ~~"Additional Rent" means all sums of money or charges to be paid by the Tenant in accordance with this Lease other than Basic Gross Rent and Rental Taxes;~~
- (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;
- (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;
- (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; and

- (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, 2024 is available upon mutual written 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. Furthermore, the Tenant shall have the option to pay the Basic Gross Rent in full at the commencement of the Term.

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. In the event the Landlord shall amend the Rental Taxes, the Landlord shall provide the Tenant thirty (30) days' notice and the parties herein must mutually agree to said amendment prior to any increase in the Gross 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 and Premise, its heating equipment, and other service facilities to the extent required to keep the Building and Premise, 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.

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 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 on demand 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 "C" 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, by providing prior

written pertaining to the use and maintenance of all or any part of the Lands, Building or Common Areas;

- e) obstruct or close off all or any part of the Lands, Building or Common Areas for maintenance, repair or construction, and for such reasonable periods of time as may be required;
- f) employ all personnel including supervisory personnel and managers necessary for the operation, maintenance and control of the Lands, Building and Common Areas;
- g) use any part of the Common Areas, from time to time, for merchandising, display, decorations, entertainment and structures designed for retail selling or special features or promotional activities;
- h) designate the areas and entrances and the times in, through and at which loading and unloading of goods shall be carried out;
- i) designate and specify the kind of container to be used for garbage and refuse and the manner and the times and places at which the same is to be placed for collection;
- j) from time to time change the area, level, location, arrangement or use of the Lands, Building or Common Areas or any part thereof;
- k) construct other buildings on the Lands, or undertake other changes to the Lands,
- l) Building or Common Areas; and
- m) do and perform such other acts in and to the Lands, Building and Common Areas as the Landlord determines to be advisable or necessary.

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

4.8 No Abatement

Notwithstanding anything contained in this Lease, it is understood and agreed that if as a result of the exercise by the Landlord of its rights set out in this Article 4, the Common Areas are diminished or altered in any manner whatsoever, the Landlord is not subject to any liability to the Tenant, nor is the Tenant entitled to any

compensation or diminution or abatement of Rent, nor is any alteration or diminution of the Common Areas deemed constructive or actual eviction, or a breach of any covenant for quiet enjoyment contained in this Lease.

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 Premises whether or not supplied by the Landlord.

ARTICLE 6 - MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES

6.1 Inspection Maintenance and Repair of Premises

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

The Landlord may, at all reasonable times during the Term and upon twenty-four hours' (24) telephonic notice to the Tenant, enter the 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.

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.

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, 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 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; and
- 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, and non-owned automobile liability, 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 Upper Grand District School Board,

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 Ontario certified insurers. 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 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, , 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 Section 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 Sections 11.6 and 11.7, neither Party is precluded from seeking from a court of competent jurisdiction interim relief, including injunctive relief, when the subject matter of the Dispute may require.

ARTICLE 12 - GENERAL

12.1 Entry

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

12.2 Force Majeure

Notwithstanding any other provision contained in this Lease, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay,

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

12.3 Effect of Waiver or Forbearance

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

12.4 Notices

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

this Lease, two (2) or more persons are named as Tenant, such notice shall be delivered personally to any one (1) of such persons. Either party may, by notice to the other from time to time, designate another address in Canada to which notices mailed more than ten (10) days thereafter shall be addressed.

12.5 Registration

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

12.6 Relocation

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

12.7 Interpretation

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

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

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

12.8 Entire Agreement

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

12.9 Time of the Essence

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

12.10 Successors and Assigns

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

12.11 Indemnifier - Not applicable.

12.12 Confidentiality

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

12.13 Early Termination

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

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

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

12.14 Execution and Counterparts

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

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

LANDLORD

CORPORATION OF THE COUNTY OF DUFFERIN

Per: _____

Name: ~~Darren White~~, Title: Warden
Wade Mills

Per: _____

Name: Michelle Dunne Title: Clerk

We have authority to bind the Corporation.

TENANT

Upper Grand District School Board

Per: _____

Name: Glen Regier

Title: Executive Superintendent of Business Operations and Support Services

Per: _____

Name: Pat Hamilton

Title: Superintendent of Education Secondary Services

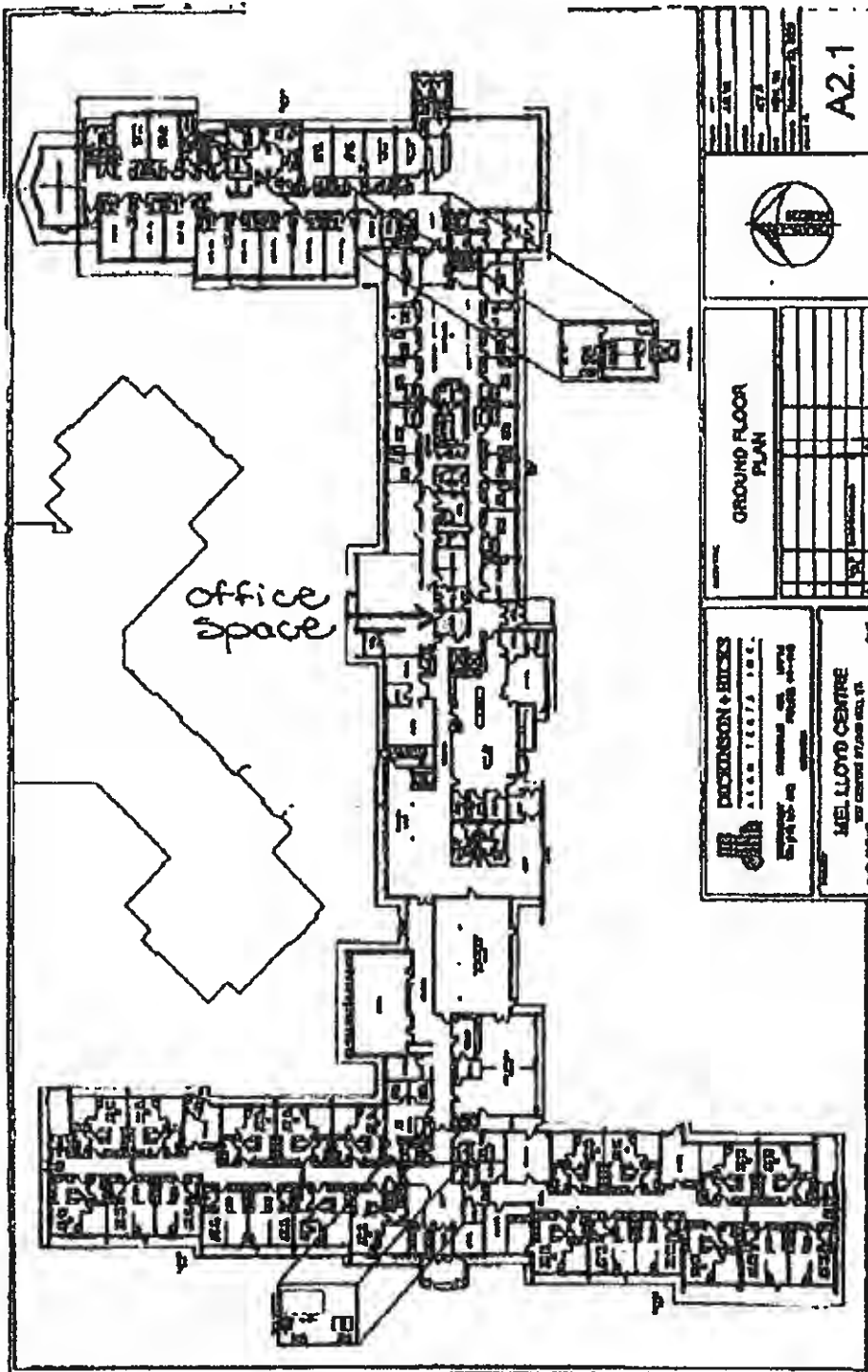
We have authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION

PIN: 341300033

ROLL NUMBER: 222100000101500

CON 2 W PT LOT 32



SCHEDULE "C"
RULES AND REGULATIONS

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

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

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2020-20

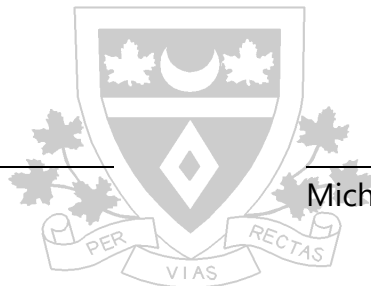
A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING. (Service Manager Transfer Payment Agreement – Canada-Ontario Community Housing Initiative & Ontario Priorities Housing Initiative)

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 Warden and Clerk be hereby authorized to execute the agreement and affix the corporate seal thereto.
3. 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 12th day of May, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk

ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

for COCHI/OPHI

This Amending Agreement effective as of the ____ day of _____, 2022

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**

(“Minister”)

- and -

County of Dufferin

(“Service Manager”)

BACKGROUND

1. The Minister and the Service Manager entered into an Ontario Transfer Payment Agreement for COCHI/OPHI effective as of 8 July 2019 (the “**Agreement**”) in respect of Fiscal Years 2019-2020, 2020-2021, and 2021-2022.
2. The Parties wish to extend the Agreement by one year and provide for an additional Fiscal Year in 2022-2023.
3. The Parties wish to otherwise amend the Agreement in the manner set out in this Amending Agreement.

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

1. Capitalized terms used but not defined in this amending agreement (the “**Amending Agreement**”) have the meanings ascribed to them in the Agreement.

2. Schedule "A" of the Agreement is amended as follows:

- (a) The definition of "Fiscal Year" in section 1.1 is amended by adding the following at the end of the definition:

(d) in the case of the fourth Fiscal Year, the period commencing on April 1 following the end of the third Fiscal Year and ending on the following March 31;

- (b) The definition of "TP Hub" in section 1.1 is amended by adding "or any successor transfer payment system" at the end of definition.

- (c) Section 4.2 is deleted in its entirety and replaced with the following:

4.2 The Minister will advance Funds to the Service Manager as set out in the Program Guidelines. For the COCHI Operating Component, the Minister will advance Funds only up to March 31, 2023. For the COCHI Repair Component, the Minister will advance Funds only up to March 31, 2023. For the COCHI New Build Component, the Minister will advance Funds only up to March 31, 2027. For the OPHI Ontario Renovates Component, Rental Assistance Component and Supportive Housing Component, the Minister will advance Funds only up to March 31, 2023. For the OPHI Rental Component and the Homeownership Component, the Minister will advance Funds only up to March 31, 2027. Funds will not be advanced by the Minister to Service Managers after the above dates.

- (d) Section 5.6 is deleted in its entirety and replaced with the following:

5.6 In the event the Service Manager's original planned commitment for COCHI Funds cannot be met, the Service Manager may request to move Funds originally planned for the Operating Component to either the Repair or New Build Components or vice versa, provided the request is submitted to the Minister by September 15, 2022.

- (e) Section 21.1 is amended by deleting the phrase "personal delivery or fax" and replacing it with "or personal delivery".

- (f) Section 21.2 is amended by deleting the phrase "email, personal delivery or fax" and replacing it with "email or personal delivery".

- (g) Section 21.3 is amended by deleting the phrase “email, personal delivery or by fax” and replacing it with “email or personal delivery”.
3. Schedule “B” of the Agreement is amended as follows:
- (a) The amount of Maximum Funds in respect of the Canada-Ontario Community Housing Initiative is deleted and replaced with “\$60,780”.
 - (b) The amount of Maximum Funds in respect of the Ontario Priorities Housing Initiative is deleted and replaced with “\$1,280,000”.
 - (c) The Expiration Date for the Canada-Ontario Community Housing Initiative of “March 31, 2040” is deleted and replaced with “March 31, 2054”.
 - (d) The Expiration Date for the Ontario Priorities Housing Initiative of “March 31, 2053” is deleted and replaced with “March 31, 2054”.
 - (e) All Fax numbers listed as contact information are deleted.
 - (f) The e-mail address for the purposes of Notice to the Minister is deleted and replaced with the following:

E-mail: Sebastian.Franks@ontario.ca

4. Schedule “C” of the Agreement is amended as follows:
- (a) The definition of “Capital Component” in section 1.1 is deleted and replaced with the following:
 - **“Repair Component”** means the COCHI Repair Component described in Appendix C-2 and the Program Guidelines;
 - (a) The definition of “Capital Funds” in section 1.1 is deleted and replaced with the following:
 - **“Repair Funds”** means Funds in respect of the COCHI Repair Component;
 - (b) The following definition is added to section 1.1:
 - **“New Build Component”** means the COCHI New Build Component described in Appendix C-3 and the Program Guidelines;
 - (c) Section 1.2 is amended by deleting the phrase “Capital Component” and replacing it with “Repair Component”.

- (d) Section 1.2 is further amended by adding the following Appendix at the end of the list of Appendices:

Appendix C-3 – COCHI New Build Component

- (e) Section 2.1 is amended by deleting the phrase “Operating Component and the Capital Component” and replacing it with “Operating Component, Repair Component and New Build Component”.
 - (f) “Appendix C-3 – COCHI New Build Component”, in the form attached to this Amending Agreement, is added as Appendix C-3 to the Schedule.
5. Appendix C-1 of Schedule “C” of the Agreement is amended as follows:
- (a) Section 3.2 is amended by adding the following after the first sentence:

For the fourth Fiscal Year, the Minister shall transfer Operating Funds to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 5.4 is amended by deleting “March 31, 2028” and replacing it with “March 31, 2023”.
6. Appendix C-2 of Schedule “C” of the Agreement is amended as follows:
- (a) All references to “Capital Component” are deleted and replaced with “Repair Component”.
 - (b) All references to “Capital Funds” are deleted and replaced with “Repair Funds”.
 - (c) Section 5.5 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
7. Appendix D-1 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 5.2 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (b) Section 6.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
8. Appendix D-2 of Schedule “D” of the Agreement is amended as follows:

- (a) Section 3.6 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (b) Section 5.4 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
 - (c) Section 5.5 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 5.8 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
 - (e) Section 9.2 is amended by deleting “February 28” and replacing it with “February 15”.
 - (f) Section 13.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (g) Section 13.5 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
9. Appendix D-3 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 2.1 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer funds to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.2 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (c) Section 6.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
10. Appendix D-4 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 3.4 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer the Rental Assistance Funding to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.

- (c) Section 5.4 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 8.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
- 11. Appendix D-5 of Schedule “D” of the Agreement is amended as follows:
 - (a) Section 3.3 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer Housing Support Services Funding to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (c) Section 5.4 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 7.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
- 12. Schedule “G” of the Agreement is deleted and replaced with “Schedule ‘G’ – Program Guidelines – 2022-23” in the form attached to this Amending Agreement.
- 13. Schedule “H” of the Agreement is deleted and replaced with “Schedule ‘H’ – Investment Plan - 2022-23” in the form attached to this Amending Agreement.
- 14. This Amending Agreement shall be effective as of the date set out at the top of the Amending Agreement.
- 15. Except for the amendments provided for in this Amending Agreement, all provisions in the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Amending 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**



Name: Joshua Paul
Title: Assistant Deputy Minister

April 27, 2022

Date

County of Dufferin

Name:
Title:

Date

Name:
Title:

Date:

I/We have authority to bind the Service Manager.

APPENDIX C-3

COCHI NEW BUILD COMPONENT

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with this Program. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“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;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation, but may include up to thirty per cent (30%) of the total available space for non-residential purposes. Housing does not include commercial or institutional

premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program”** means the New Build Component;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Proponent”** means a municipality, district social services administration board, a non-profit or cooperative housing provider that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix C-3A - Proponent's Initial Occupancy Report;
Sub-Appendix C-3B - Proponent's Annual Occupancy Report;
Sub-Appendix C-3C - Rental Protocol;
Sub-Appendix C-3D - Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. REQUIREMENTS FOR PARTICIPATING IN THE NEW BUILD COMPONENT

2.1 Prior to the Service Manager participating in the New Build Component:

- (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Program is in accordance with the criteria set out in the Program Guidelines;
- (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

- 3.1 The Service Manager shall evaluate, or shall have evaluated, each Project in accordance with the requirements of the Program Guidelines.
- 3.2 The Service Manager shall submit to the Minister a list of Council or delegated authority approved Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager's notional allocation.
- 3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.
- 3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.
- 3.5 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.6 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.
- 3.7 The Minister may change the allocation of Funding to a Project in response to a change in the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.

- 3.9 A Service Manager who utilizes the municipality or a municipal non-profit housing corporation to deliver Units under the Program is not required to use a procurement process to solicit the municipality or the municipal non-profit housing corporation as a Proponent, but the municipality or municipal non-profit housing corporation shall award contracts to build Units using procurement practices authorized by the Service Manager.

4. PAYMENTS BY THE MINISTER

4.1 In respect of all Projects:

- (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
 - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement; and
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule;
- (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
 - (i) the Proponent is in compliance with the Contribution Agreement;
 - (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
 - (iii) the Proponent has complied with the requirements of the Program;

- 4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.

- 4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.

- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

- 5.1 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.
- 5.2 A Contribution Agreement under this Appendix cannot be signed after March 31, 2023, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.3 The Service Manager shall monitor 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 Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix as Sub-Appendix C-3D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.

5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, and as a result,

- (a) the Proponent is no longer in compliance with the equity requirements set out in the Program Guidelines; and/or
- (b) the Funding represents greater than seventy-five per cent (75%) of the total capital cost per unit of the Project;

the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding to ensure compliance with (a) and (b), or the Service Manager shall be required to refund an appropriate amount to the Minister.

5.9 The Service Manager shall provide the Minister by September 15, December 15, February 15 and May 30 of the fourth Fiscal Year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.

5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.9, 5.12 and 5.13.

5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.

5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Appendix as Sub-Appendix C-3A and submit it to the Minister.

5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall obtain annually from each Proponent a completed information report, in the form attached to this Appendix as Sub-Appendix C-3B and submit it to the Minister.

5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:

- (a) a request by a Proponent to transfer responsibility for a Project to another entity;
- (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such

Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;

- (c) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
- (d) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
- (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;
- (f) 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;
- (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (h) 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.

6. GENERAL

- 6.1 The New Build Component is available from the date of this Agreement until March 31, 2023.
- 6.2 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Program.
- 6.3 The Service Manager acknowledges and agrees that the Rental Protocol set out in Sub-Appendix C-3C applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement. The Service Manager shall ensure that the Proponent agrees in writing that the Rental Protocol applies to its Project.
- 6.4 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.

- 6.5 If the Parties have previously entered into administration agreement(s) respecting prior Rental Housing Component(s) of the Affordable Housing Program, the Investment in Affordable Housing Program 2011-2014, the Investment in Affordable Housing (2014 Extension), or the 2016 Social Infrastructure Fund, the Parties acknowledge and agree that the provisions of such agreement continue in full force and effect notwithstanding that no further funding is being provided by the Minister to the Service Manager under that agreement and notwithstanding that the Parties have entered into this Agreement in respect of new funding.

SUB-APPENDIX C-3A

PROPONENT'S INITIAL OCCUPANCY REPORT COCHI – New Build Component

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	COCHI Units (A)	# of RS	# of SS	Non-COCHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

RS: Rent Supplements

SS: Support Services

C. Depth of Affordability: Rents at Occupancy

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

- Actual Rent is inclusive of Rent Supplements received by the Proponent.
- Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3B

PROPONENT'S ANNUAL OCCUPANCY REPORT

COCHI New Build Component
For the Year Ended December 31, 20XX

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	COCHI Units (A)	# of RS	# of SS	Non-COCHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

Notes:

RS: Rent Supplements

SS: Support
Services

C. Actual Rents at Year End

Unit Type	COCHI Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month X % (specify) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D) = (C)-(A)	(E) CMHC or Alternate AMR	
Bachelor							
1 BR							
2 BR							
3 BR							
4 BR							
Other (specify)							
TOTAL							

D. Depth of Affordability: Rents during year of reporting

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

Note: Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____[insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3C

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Sub-Appendix C-3C, unless the context requires otherwise,

- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
- **“Agreement”** means the Agreement to which this Sub-Appendix C-3C is attached;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey;
- **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and

when used in this Sub-Appendix C-3C, 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 Sub-Appendix C-3C, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Sub-Appendix are references to sections of the Sub-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 Project in excess of the affordable rent permitted under this Sub-Appendix C-3C nor increase any rent charged for a Unit except as permitted in this Sub-Appendix C-3C.

3. RENTS

3.1 In no event shall,

- (a) the weighted average rent of all Units in a Project for which Program Funding has been utilized exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey;
- (b) rent for any Unit exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.2 Notwithstanding 3.1(a),

- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent does not represent the average market rents of a particular community, alternate rents may be submitted by the Service Manager for review and approval by the Minister.

3.3 Notwithstanding 3.1(b),

- (a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent does not represent the average market rents of a particular community, alternate rents may be submitted by the Service Manager for review and approval by the Minister.

3.4 If rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that the total rent received by a Proponent, including rent from the tenant and the rent supplement, shall be subject to 3.1(b) and 3.3.

- 3.5 If federal and/or provincially funded rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

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 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 under the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix C-3C.
- 4.3 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, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area, or alternate rents approved by the Minister.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.
- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Sub-Appendix C-3C respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager 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 CMHC 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 Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SUB-APPENDIX C-3D

CONFIRMATION OF CONSTRUCTION START

COCHI- New Build Component

This is to confirm that the _____ project in the _____
[SM name] 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

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

SCHEDULE “G”

PROGRAM GUIDELINES – 2022-23

SCHEDULE “H”

INVESTMENT PLAN – 2022-23

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 MAY 12, 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 May 12, 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 12th day of May, 2022.

Wade Mills, Warden



Michelle Dunne, Clerk