



## **COUNCIL MEETING AGENDA**

**Thursday, September 8, 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>

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### **1. ROLL CALL**

Verbal roll call by the Clerk.

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

THAT the Agenda and any Addendum distributed for the September 8, 2022 meeting of Council, be approved.
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### **3. DECLARATION OF INTEREST BY MEMBERS**

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

### **4. APPROVAL OF MINUTES OF THE PREVIOUS MEETING**

THAT the minutes of the regular meeting of Council of August 18, 2022, be adopted.
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### **5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

#### **5.1. Proclamation: Fetal Alcohol Spectrum Disorder Awareness Day – September 9, 2022**

A representative from Dufferin Child & Family Services will be in attendance to accept the proclamation.

**5.2. Proclamation & Presentation: Hunger Awareness Month – September 2022**

Heather Hayes, Executive Director, Orangeville Foodbank, will be in attendance to accept the proclamation and present to Council regarding the role of the foodbank and food insecurity in Dufferin County.

**5.3. Proclamation: Big Brothers Big Sisters Month – September 2022**

Nancy Stallmach, Executive Director, Big Brothers Big Sisters of Dufferin, will be in attendance to accept the proclamation and celebrate Big Brothers Big Sisters of Dufferin's 50<sup>th</sup> Anniversary.

**5.4. Proclamation & Presentation: Energy Efficiency Day – October 5, 2022**

Sara MacRae, Manager of Climate & Energy, will be in attendance to accept the proclamation.

**6. PUBLIC QUESTION PERIOD**

To submit your request to ask a question, please contact us at [info@dufferincounty.ca](mailto:info@dufferincounty.ca) or 519-941-2816 x2500 prior to 4:30 p.m. on September 7, 2022.

**7. PRESENTATION AND CONSIDERATIONS OF REPORTS**

**7.1. Infrastructure and Environmental Services Minutes – August 25, 2022**

THAT the minutes of the Infrastructure and Environmental Services meeting held on August 25, 2022, and the recommendations set out, be adopted.
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INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #1  
Capital Project Update – August 2022

THAT Report, Capital Project Update – August 2022, from the Director of Public Works/County Engineer, dated August 25, 2022, be received.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #2  
Dufferin County Forest – Protected Areas Assessment

THAT Report, Dufferin County Forest – Protected Areas Assessment, dated

August 25, 2022, from the Director of Public Works/County Engineer, be received;

AND THAT staff pursue an agreement with Ontario Nature to conduct a Protected Areas Assessment for the County Forest properties designated as "natural forest";

AND THAT if any areas of the County Forest meet the requirements of Protected Areas as a result of the assessment that they be added to the federal database.

**INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #3**  
**Financial Statements**

THAT the report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, with July 2022 financial statements, be received.

**INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #4**  
**Municipal Engineers Association**

THAT the correspondence from the Municipal Engineers Association, dated June 13, 2022, regarding the retention of professional engineers at Ontario municipalities, be received.

**INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #5**  
**Township of Mulmur**

THAT staff be directed to bring back a report regarding how to protect the County of Dufferin's economy, ecosystems, and community from climate change.

**7.2. General Government Services Minutes – August 25, 2022**

THAT the minutes of the General Government Services meeting held on August 25, 2022, and the recommendations set out, be adopted.
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**GENERAL GOVERNMENT SERVICES – August 25, 2022 – ITEM #1**  
**Agricultural Trespassing**

THAT Dufferin County Council establish a working group to investigate the options available in developing an agricultural trespass enforcement by-law;

AND THAT Dufferin County lobby the Provincial government to review how best to enforce the Trespass to Property Act and increase Part 1 set fines;

AND THAT Dufferin County Council approach the Eastern Ontario Wardens Caucus and Western Ontario Wardens Caucus for support to lobby the Province.

GENERAL GOVERNMENT SERVICES – August 25, 2022 – ITEM #2  
Headwaters Communities In Action – Mid-Year Report

THAT the report from Headwaters Communities In Action, dated August 25, 2022, with a mid-year report on activities, be received.

GENERAL GOVERNMENT SERVICES – August 25, 2022 – ITEM #3  
Anti-Nepotism Policy

THAT the report of the Director of People and Equity, dated August 25, 2022, titled Anti-Nepotism Policy, be received;

AND THAT the attached Anti-Nepotism Policy # 2-4-17 be approved.

GENERAL GOVERNMENT SERVICES – August 25, 2022 – ITEM #4  
Financial Statements

THAT the report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, regarding the July 2022 financial statements, be received.

**7.3. Health and Human Services Minutes – August 25, 2022**

THAT the minutes of the Health and Human Services meeting held on August 25, 2022, and the recommendations set out, be adopted.
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HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #1  
Annual Rent Increase Guideline 2023

THAT the report of the Director, Community Services, dated August 25, 2022, titled Annual Rent Increase Guideline 2023, be received;

AND THAT the 2023 Market Rents of County of Dufferin owned housing units be increased by the maximum level of 2.5% over the previous year.

HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #2  
Housing – Centralised Wait List Local Policy Update

THAT the report of the Director, Community Services, dated August 25, 2022, titled Housing – Centralised Wait List Local Policy Update, be received.

HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #3  
Early Years and Child Care Workforce Strategy Update

THAT the report of the Director, Community Services, titled Early Years and Child Care Workforce Strategy Update, dated August 25, 2022, be received.

HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #4  
Quarterly Community Services Activity Report – Second Quarter 2022

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Second Quarter, 2022, dated August 25, 2022, be received.

HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #5  
Financial Statements

THAT the report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, regarding July 2022 financial statements, be received.

**7.4. Chief Administrative Officer's Report – Assessing Space Requirements**

**PRESENTATION AND REPORT TO BE DISTRIBUTED WHEN AVAILABLE.**

**7.5. Manager – Preparedness, 911 & Corporate Projects' Report – On-Demand Transit Pilot Project – Progress Update**

A report from the Manager – Preparedness, 911 and Corporate Projects, dated September 8, 2022, to update Council on the progress made toward implementation of the On-Demand Transit Pilot Project as approved by Council on May 12, 2022.

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated September 8, 2022, regarding an On-Demand Transit Pilot Project – Progress Update, be received;
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AND THAT staff continue with the Request for Proposal process making award contingent upon approval of the 2023 budget;

AND THAT staff include revised cost estimates for the On-Demand Transit program in the 2023 draft budget submission.

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

A report from the Chief Administrative Officer, dated September 8, 2022, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated September 8, 2022, with respect to Reports from Outside Boards, be received.

**8. CORRESPONDENCE**

**8.1. Resolutions – Creation of Draven Alert System**

Resolutions from the Township of Melancthon, dated July 19, 2022, and the Town of Grand Valley, dated August 30, 2022, regarding the creation of a Draven Alert system to protect vulnerable children who have not been abducted but are at high risk of danger, injury or death.

THAT the resolutions from the Township of Melancthon and the Town of Grand Valley regarding the creation of a Draven Alert system to protect vulnerable children who have not been abducted but are at high risk of danger, injury or death, be supported.

**8.2. Ombudsman Ontario**

Correspondence from Ombudsman Ontario, dated August 30, 2022, regarding the Closed Session investigation from the April 28, 2022 Infrastructure and Environmental Services meeting.

THAT the correspondence from Ombudsman Ontario, dated August 30, 2022, regarding the Closed Session investigation from the April 28, 2022 Infrastructure and Environmental Services meeting, be received.

**9. NOTICE OF MOTIONS**

**10. MOTIONS**

**10.1. Moved by Councillor White**

**THAT staff be directed to undertake a review of the land acknowledgment statement to ensure its accuracy given that many of our individual statements have recognitions that are not consistent with the statement of the County;**

**AND FURTHER THAT each local tier municipality be encouraged to review their land acknowledgement statement for accuracy.**

**11. CLOSED SESSION**

**11.1. Closed Session Minutes –Municipal Act Section 239 (2)(c) – Proposed or pending acquisition or disposition of land by the municipality or local board and Section 239 (2)(d) – Labour relations or employee negotiations**

Closed session minutes from the August 18, 2022 Council meeting.

**11.2. Closed Session Report – Lease for Space at 10 Louisa St, Orangeville (Municipal Act Section 239 (2)(c) – Proposed or pending acquisition or disposition of land by the municipality or local board and Section 239 (f) – advice that is subject to solicitor-client privilege)**

**12. BY-LAWS**

- |         |   |
|---------|---|
| 2022-32 | A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and the Corporation of the Township of Amaranth. (9-1-1 Service Agreement)<br>Authorization: General Government Services – April 28, 2022       |
| 2022-33 | A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and the Corporation of the Township of East Garafraxa. (9-1-1 Service Agreement)<br>Authorization: General Government Services – April 28, 2022 |

- 2022-34      A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and the Corporation of the Town of Grand Valley. (9-1-1 Service Agreement)  
Authorization: General Government Services – April 28, 2022
- 2022-35      A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and the Corporation of the Township of Melancthon. (9-1-1 Service Agreement)  
Authorization: General Government Services – April 28, 2022
- 2022-36      A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and the Corporation of the Town of Mono. (9-1-1 Service Agreement)  
Authorization: General Government Services – April 28, 2022
- 2022-37      A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and the Corporation of the Township of Mulmur. (9-1-1 Service Agreement)  
Authorization: General Government Services – April 28, 2022
- 2022-38      A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and the Corporation of the Town of Orangeville. (9-1-1 Service Agreement)  
Authorization: General Government Services – April 28, 2022
- 2022-39      A by-law to ratify the actions of the Warden and the Clerk for executing an agreement between the Corporation of the County of Dufferin and the Corporation of the Town of Shelburne. (9-1-1 Service Agreement)  
Authorization: General Government Services – April 28, 2022
- 2022-40      A by-law to appoint Michael Sutton as a Building Inspector under the Building Code Act.  
Authorization: Council – September 8, 2022



THAT By-laws 2022-32 through to 2022-40, 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 September 8, 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, August 18, 2022 at 2:00 p.m.**

**Video Conference**

### **Council Members Present:**

Warden Wade Mills (Shelburne)  
Councillor Steve Anderson (Shelburne)  
Councillor Sandy Brown (Orangeville)  
Councillor John Creelman (Mono)  
Councillor Guy Gardhouse (East Garafraxa)  
Councillor Chris Gerrits (Amaranth)  
Councillor Earl Hawkins (Mulmur)  
Councillor Janet Horner (Mulmur)  
Councillor Andy Macintosh (Orangeville)  
Councillor Fred Nix (Mono)  
Councillor Philip Rentsch (Grand Valley)  
Councillor Steve Soloman (Grand Valley)  
Councillor Darren White (Melancthon)

### **Alternate Council Members Present:**

Councillor Heather Foster (Amaranth)

### **Council Members Present:**

Councillor Bob Currie (Amaranth)(prior notice)

### **Staff Present:**

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

Warden Mills called the meeting to order at 2:04 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, August 25, 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.

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 Macintosh, seconded by Councillor Gardhouse**

**THAT the Agenda and any Addendum distributed for the August 18, 2022 meeting of Council, be approved.**

**-Carried-**

4. **DECLARATION OF INTEREST BY MEMBERS**

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

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

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

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

**-Carried-**

**PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS**

6. **Delegation: Gladki Planning Associates**

Robert Walter-Joseph, Gladki Planning Associates, representing the United People Corporation, delegated to Council regarding the Town of Grand Valley's preferred settlement boundaries expansion area and Dufferin County's Municipal

Comprehensive Review process. Gladki Planning Associates would like to see the Town of Grand Valley's preferred settlement boundaries include their client's parcel of land.

7. **Delegation: Roxborough Developments Ltd.**

Lee English, representing Roxborough Developments Ltd., delegated to Council regarding the Lands Needs Assessment, specifically the parcel of land owned by his client in the Town of Mono, and Official Plan Amendment. The delegate requested that the Lands Needs Assessment be amended, as the land owned by his client does not accurately reflect what is on the Official Plan.

8. **PUBLIC QUESTION PERIOD**

There were no questions submitted.

**PRESENTATION AND CONSIDERATIONS OF REPORTS**

9. **Diversity, Equity & Inclusion Community Advisory Minutes – July 13, 2022**

Minutes from the Diversity, Equity and Inclusion Community Advisory Committee from the July 13, 2022 meeting.

**Moved by Councillor Horner, seconded by Councillor Soloman**

**THAT the minutes of the Diversity, Equity and Inclusion Community Advisory Committee from July 13, 2022, be adopted.**

**-Carried-**

10. **Director of Development & Tourism's Report – Land Needs Analysis (LNA) and Official Plan Amendment (OPA)**

A report from the Director of Development and Tourism, dated August 18, 2022, to outline the Land Needs Analysis, which is the first phase of the Municipal Comprehensive Review.

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

**THAT the report of the Director of Development and Tourism, "Land Needs Analysis and Official Plan Amendment", dated August 18, 2022, be received;**

**AND THAT staff be directed to submit the Land Needs Analysis and related draft OPA to the Province for their review and approval;**

**AND THAT staff be directed to request a meeting with the Minister of Municipal Affairs and Housing to discuss the opportunity for an increase in the population and employment growth forecast for Dufferin County.**

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

	Yay	Nay
Councillor Anderson (1)	x	
Councillor Brown (7)		x
Councillor Creelman (3)		x
Councillor Foster (1)	x	
Councillor Gardhouse (2)	x	
Councillor Gerrits (1)		x
Councillor Hawkins (1)	x	
Councillor Horner (1)	x	
Councillor Macintosh (7)		x
Councillor Mills (2)	x	
Councillor Nix (2)		x
Councillor Rentsch (1)		x
Councillor Soloman (1)		x
Councillor White (2)	x	
Total (32)	10	22
	<b>-MOTION LOST-</b>	

**Moved by Councillor Creelman, seconded by Councillor Nix**

**THAT Council direct staff to submit the Land Needs Assessment, and related Official Plan Amendment, plus an additional allocation of 234.2ha of land and approximately 7,500 people and jobs to Grand Valley's allocation, to the Province for their consideration;**

**AND THAT THE County and Grand Valley work collaboratively with Ministry of Municipal Affairs and Housing to initiate an additional boundary adjustment within the framework developed by the Province.**

**-MOTION WITHDRAWN-**

**Moved by Councillor Gerrits, seconded by Councillor Brown**

**THAT Council direct staff to submit the Land Needs Assessment, and related Official Plan Amendment, plus an additional allocation of 234.2ha of land and approximately 7,500 people and jobs to Grand Valley's allocation, to the Province for their consideration;**

**AND THAT THE County and Grand Valley work collaboratively with Ministry of Municipal Affairs and Housing to initiate an additional boundary adjustment within the framework developed by the Province.**

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

	Yay	Nay
Councillor Anderson (1)	x	
Councillor Brown (7)	x	
Councillor Creelman (3)	x	
Councillor Foster (1)	x	
Councillor Gardhouse (2)	x	
Councillor Gerrits (1)	x	
Councillor Hawkins (1)	x	
Councillor Horner (1)	x	
Councillor Macintosh (7)	x	
Councillor Mills (2)	x	
Councillor Nix (2)	x	
Councillor Rentsch (1)	x	
Councillor Soloman (1)	x	
Councillor White (2)	x	
Total (32)	32	0
	<b>-CARRIED-</b>	

11. **Director of Development & Tourism's Report – Tourism Relief Fund Update and Agreement**

A report from the Director of Development and Tourism, dated August 18, 2022, to request Council's authorization to accept the Tourism Relief Fund grant and agree to the terms of the Tourism Relief Funding Agreement.

**Moved by Councillor Gardhouse, seconded by Councillor Nix**

**THAT the report of the Director of Development and Tourism, dated August 18, 2022, regarding the Tourism Relief Fund Update, be received;**

**AND THAT Council approve the Tourism Relief Funding Agreement.**

**-Carried-**

**12. Director of Community Services' Report – Canada-Wide Early Years and Child Care System (CWELCC) Update**

A report from the Director of Community Services, dated August 18, 2022, to provide an update on the implementation of the Canada-Wide Early Learning and Child Care (CWELCC) System. It also outlines a change to the Child Care Fee Subsidy program to eliminate the daily maximums to align with the new provincial guidelines established under CWELCC.

**Moved by Councillor Brown, seconded by Councillor Horner**

**THAT the report of the Director, Community Services, titled Canada-Wide Early Years and Child Care System (CWELCC) Update, dated August 18, 2022, be received.**

**-Carried-**

**13. Administrator of Dufferin Oaks' Report – Replacement of Front Entrance Canopy, Walkway and Gardens – Additional Work Required**

A report from the Administrator of Dufferin Oaks, Treasurer, dated August 18, 2022, to inform Council in regards to tender T2021 DO-21-02, Front Canopy, Walkway and Garden Replacement at Dufferin Oaks Long Term Care Home, that additional work not included in the original tender is required to complete the project.

**Moved by Councillor Hawkins, seconded by Councillor Macintosh**

**THAT the report of the Administrator, dated August 18, 2022, with regards to the Front Entrance canopy, walkway and garden replacement, be received;**

**AND THAT staff be authorized complete the additional work required;**

**AND THAT the additional costs be funded through the current Dufferin Oaks Capital Reserve Fund.**

**-Carried-**

14. **Manager of Corporate Finance, Treasurer's Report – Mid-Year Financial Review**

A report from the Manager of Corporate Finance, Treasurer, dated August 18, 2022, to provide Council with an update on mid year financial results up to June 30, 2022.

**Moved by Councillor Brown, seconded by Councillor Soloman**

**THAT the report of the Manager of Corporate Finance, Treasurer, dated August 18, 2022, regarding Mid Year Financial Review, be received.**

**-Carried-**

15. **CORRESPONDENCE**

16. **NOTICE OF MOTIONS**

**Moved by Councillor White**

**THAT staff be directed to undertake a review of the land acknowledgment statement to ensure its accuracy given that many of our individual statements have recognitions that are not consistent with the statement of the County;**

**AND FURTHER THAT each local tier municipality be encouraged to review their land acknowledgement statement for accuracy.**

**MOTIONS**

17. **Moved by Councillor Creelman, seconded by Councillor Nix**

**BE IT RESOLVED THAT the County of Dufferin joins with residents and others in petitioning the Ministry of Transportation to install advance left turn signalization at the intersection of Highway 10 and County Road 16/County Road 7 as well as other safety measures including but not limited**



to speed reduction in advance of this intersection in view of a chronic history of accidents.

-Carried-

18. **Moved by Councillor Creelman, seconded by Councillor Brown**

**BE IT RESOLVED THAT Dufferin County petitions the Federal Government, the CRTC (Canadian Radio-Television and Telecommunications Commission) and cell phone providers to immediately implement automatic no-cost roaming to other providers in the event of a service going off line for whatever reason.**

-Carried-

19. **CLOSED SESSION**

**Moved by Councillor Nix, seconded by Councillor Brown**

**THAT Council moved into Closed Session (4:14 p.m.) in accordance with the Municipal Act Section 239 (2)(c) – Proposed or pending acquisition or disposition of land by the municipality or local board and Section 239 (2)(d) – Labour Relations or Employee Negotiations.**

-Carried-

While in Closed Session, Council reviewed the minutes of the Closed Session of Council on July 14, 2022 and a verbal report from the Chief Administrative Officer regarding the proposed Dufferin Solar Farm.

**Moved by Councillor Macintosh, seconded by Councillor White**

**THAT Council move into open session (4:34 p.m.).**

-Carried-

20. **BUSINESS ARISING FROM CLOSED SESSION**

**Moved by Councillor Hawkins, seconded by Councillor Foster**

**THAT the Closed session minutes of Council from July 14, 2022, be adopted.**

-Carried-

21. **Moved by Councillor White, seconded by Councillor Foster**

**THAT Longyuan Power, operating as Dufferin Solar Power Inc, be advised that Council is no longer interested in proceeding with the Dufferin Solar Farm proposal on the County owned property located at 195620 Amaranth-Grand Valley Townline.**

**-Carried-**

22. **Moved by Councillor White, seconded by Councillor Gerrits**

**THAT staff report back to Council with options for the County owned property at 195620 Amaranth-Grand Valley Townline.**

**-Carried-**

23. **BY-LAWS**

2022-26      A by-law to govern the proceedings of Council and its Committees and to repeal By-Law 2015-24.  
Authorization: Council – July 14, 2022

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

**THAT By-law 2022-26, be read a first, second and third time and enacted.**

Councillor Rentsch called a Point of Order on Councilor White as By-Law 2022-26 had been discussed at length and voted on at the previous Council meeting.

Councillor Soloman left the meeting at 4:41 p.m.

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

	Yay	Nay
Councillor Anderson (1)		x
Councillor Brown (7)	x	
Councillor Creelman (3)	x	
Councillor Foster (1)		x
Councillor Gardhouse (2)	x	
Councillor Gerrits (1)	x	
Councillor Hawkins (1)	x	
Councillor Horner (1)	x	
Councillor Macintosh (7)		x

	Yay	Nay
Councillor Mills (2)		x
Councillor Nix (2)		x
Councillor Rentsch (1)	x	
Councillor Soloman (1)	ABSENT	
Councillor White (2)		x
Total (31)	16	15
	<b>-CARRIED-</b>	

Councilor Brown and Councillor Macintosh left at 4:48 p.m.

2022-30      A by-law to provide for paying remuneration to members of Council and to repeal By-Law 2018-38.  
Authorization: Council – July 14, 2022

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

**THAT By-law 2022-30, be read a first, second and third time and enacted.**

**-Carried-**

24. **OTHER BUSINESS**

Councillor Anderson expressed appreciation to staff for making preparations for the Councillors to attend the recent AMO Conference.

Councillor Anderson asked when there would be an update with respect to transit pilot project. Staff advised there will be report with an update at the next meeting of Council.

25. **CONFIRMATORY BY-LAW**

2022-31      A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on August 18, 2022.

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

**THAT By-Law 2022-31, be read a first, second and third time and enacted.**

**-Carried-**

26. **ADJOURNMENT**

**Moved by Councillor Gardhouse, seconded by Councillor Nix**

**THAT the meeting adjourn.**

**-Carried-**

The meeting adjourned at 4:52 p.m.

Next meeting:      Thursday, September 8, 2022  
Video Conference

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Wade Mills, Warden

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Michelle Dunne, Clerk



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

**Thursday, August 25, 2022 at 9:00 a.m.**

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

**Members Present:** Councillor Sandy Brown (Chair)  
Warden Wade Mills  
Councillor Earl Hawkins  
Councillor Fred Nix  
Councillor Darren White

**Alternate Members Present:** Councillor Heather Foster for Councillor Currie

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

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

Chair Brown called the meeting to order at 9:08 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 – August 25, 2022 – ITEM #1  
Capital Project Update – August 2022

A report from the Director of Public Works/County Engineer, dated August 25, 2022, to provide Committee and Council with an update regarding the 2022 Public Works - Transportation Capital Projects.

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

**THAT Report, Capital Project Update – August 2022, from the Director of Public Works/County Engineer, dated August 25, 2022, be received.**

**-Carried-**

2. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #2  
Dufferin County Forest – Protected Areas Assessment

A report from the Director of Public Works/County Engineer, dated August 25, 2022, present information pertaining to a protected areas assessment for the Dufferin County Forest.

**Moved by Councillor Foster, seconded by Councillor Hawkins**

**THAT Report, Dufferin County Forest – Protected Areas Assessment, dated August 25, 2022, from the Director of Public Works/County Engineer, be received;**

**AND THAT staff pursue an agreement with Ontario Nature to conduct a Protected Areas Assessment for the County Forest properties designated as “natural forest”;**

**AND THAT if any areas of the County Forest meet the requirements of Protected Areas as a result of the assessment that they be added to the federal database.**

**-Carried-**

3. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #3  
Financial Statements

A report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, to provide financial statements for the month of July 2022.

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

**THAT the report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, with July 2022 financial statements, be received.**

**-Carried-**

### **CORRESPONDENCE**

4. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #4  
Municipal Engineers Association

Correspondence from the Municipal Engineers Association, dated June 13, 2022, regarding the retention of professional engineers at Ontario municipalities

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

**THAT the correspondence from the Municipal Engineers Association, dated June 13, 2022, regarding the retention of professional engineers at Ontario municipalities, be received.**

**-Carried-**

5. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – August 25, 2022 – ITEM #5  
Township of Mulmur

A resolution from the Township of Mulmur, dated July 13, 2022, regarding declaring a Climate Emergency for the purpose of recognizing and deepening our commitment to protecting our economy, ecosystems, and community from climate change.

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

**THAT staff be directed to bring back a report regarding how to protect the County of Dufferin's economy, ecosystems, and community from climate change.**

**-Carried-**

The meeting adjourned at 9:26 a.m.

**NEXT MEETING:** Thursday, September 22, 2022 at 9:00 a.m.  
Video Conference

Respectfully submitted,

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





## **GENERAL GOVERNMENT SERVICES COMMITTEE MINUTES**

### **Thursday, August 25, 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 Andy Macintosh  
Councillor Philip Rentsch  
Councillor Steve Soloman

**Members Absent:** Councillor Steve Anderson  
Councillor Janet Horner (prior notice)

**Staff Present:** Sonya Pritchard, Chief Administrative Officer  
Michelle Dunne, Clerk  
Rebecca Whelan, Deputy Clerk  
Rohan Thompson, Director of People and Equity  
Aimee Raves, Manager of Corporate Finance,  
Treasurer

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.

## **PRESENTATION**

1. GENERAL GOVERNMENT SERVICES – August 25, 2022 – ITEM #1  
Agricultural Trespassing

A presentation from P.C. Jennifer Roach, Provincial Constable – Community Liaison, and Warden Mills regarding the issue of agricultural trespassing in Dufferin County.

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

**THAT Dufferin County Council establish a working group to investigate the options available in developing an agricultural trespass enforcement by-law;**

**AND THAT Dufferin County lobby the Provincial government to review how best to enforce the Trespass to Property Act and increase Part 1 set fines;**

**AND THAT Dufferin County Council approach the Eastern Ontario Wardens Caucus and Western Ontario Wardens Caucus for support to lobby the Province.**

**-Carried-**

## **REPORTS**

2. GENERAL GOVERNMENT SERVICES – August 25, 2022 – ITEM #2  
Headwaters Communities In Action – Mid-Year Report

A presentation and report from Jennifer Payne, Executive Director, Headwaters Communities In Action, dated August 25, 2022, with a mid-year report on activities.

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

**THAT the report from Headwaters Communities In Action, dated August 25, 2022, with a mid-year report on activities, be received.**

**-Carried-**

3. GENERAL GOVERNMENT SERVICES – August 25, 2022 – ITEM #3  
Anti-Nepotism Policy

A report from the Director of People and Equity, dated August 25, 2022, to provide Council with the details of a new Anti-Nepotism Policy which aims to eliminate the influence of nepotism in hiring and employment related decisions within the County.

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

**THAT the report of the Director of People and Equity, dated August 25, 2022, titled Anti-Nepotism Policy, be received;**

**AND THAT the attached Anti-Nepotism Policy # 2-4-17 be approved.**

**-Carried-**

4. GENERAL GOVERNMENT SERVICES – August 25, 2022 – ITEM #4  
Financial Statements

A report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, to provide financial statements for the month of July 2022.

**Moved by Councillor Macintosh, seconded by Councillor Rentsch**

**THAT the report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, regarding the July 2022 financial statements, be received.**

**-Carried-**

### **ADJOURNMENT**

The meeting adjourned at 12:12 p.m.

**NEXT MEETING:** Thursday, September 22, 2022 at 11:00 a.m.  
Video Conference

Respectfully submitted,

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



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

**Thursday, August 25, 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 Guy Gardhouse  
Councillor Chris Gerrits (joined at 1:10 p.m.)  
Councillor Andy Macintosh  
Councillor Fred Nix  
Councillor Steve Soloman (joined at 1:05 p.m.)

**Members Absent:** Councillor Sandy Brown

**Staff Present:** Michelle Dunne, Clerk  
Brenda Wagner, Administrator, Dufferin Oaks  
Anna McGregor, Director of Community Services  
Rebecca Whelan, Deputy Clerk

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

### **LAND ACKNOWLEDGEMENT STATEMENT**

Chair Rentsch shared the Land Acknowledgement Statement.

### **ROLL CALL**

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

### **DECLARATIONS OF PECUNIARY INTEREST**

There were no declarations of pecuniary interest.

## **PUBLIC QUESTION PERIOD**

There were no questions submitted.

## **REPORTS**

1. HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #1  
Annual Rent Increase Guideline 2023

A report from the Director of Community Services, dated August 25, 2022, to seek approval with respect to a possible increase to the Market rents and Affordable rents for County-owned community housing locations.

Councillor Soloman joined the meeting at 1:05 p.m.

**Moved by Councillor Nix, seconded by Councillor Gardhouse**

**THAT the report of the Director, Community Services, dated August 25, 2022, titled Annual Rent Increase Guideline 2023, be received;**

**AND THAT the 2023 Market Rents of County of Dufferin owned housing units be increased by the maximum level of 2.5% over the previous year.**

**-Carried-**

2. HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #2  
Housing – Centralised Wait List Local Policy Update

A report from the Director of Community Services, dated August 25, 2022, to update committee on local policy changes to the Centralised Wait List (CWL) for Community Housing.

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

**THAT the report of the Director, Community Services, dated August 25, 2022, titled Housing – Centralised Wait List Local Policy Update, be received.**

**-Carried-**

3. HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #3  
Early Years and Child Care Workforce Strategy Update

A report from the Director of Community Services, dated August 25, 2022, to update on the Early Years and Child Care (EYCC) workforce strategy.

Councillor Gerrits joined the meeting at 1:10 p.m.

**Moved by Councillor Soloman, seconded by Councillor Gardhouse**

**THAT the report of the Director, Community Services, titled Early Years and Child Care Workforce Strategy Update, dated August 25, 2022, be received.**

**-Carried-**

4. HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #4  
Quarterly Community Services Activity Report – Second Quarter 2022

A report from the Director of Community Services, dated August 25, 2022, to provide Council with the quarterly infographics that summarize work being undertaken by the Community Services Housing Services, Ontario Works and Early Years and Child Care (EYCC) Divisions.

**Moved by Councillor Nix, seconded by Councillor Gerrits**

**THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Second Quarter, 2022, dated August 25, 2022, be received.**

**-Carried-**

5. HEALTH & HUMAN SERVICES – August 25, 2022 – ITEM #5  
Financial Statements

A report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, to provide financial statements for the month of July 2022.

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

**THAT the report from the Manager of Corporate Finance, Treasurer, dated August 25, 2022, regarding July 2022 financial statements, be received.**

**-Carried-**

## **ADJOURNMENT**

The meeting adjourned at 1:27 p.m.

**NEXT MEETING:** Thursday, September 22, 2022 at 1:00 p.m.  
Video Conference

Respectfully submitted,

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

## REPORT TO COUNCIL

**To:** Warden Mills and Members of Council

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

**Date:** September 8, 2022

**Subject:** **On-Demand Transit Pilot Project – Progress Update**

**In Support of Strategic Priorities:**

***Sustainable Environment and Infrastructure (SEI)*** – protect assets both in the natural and built environment

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

---

### Purpose

The purpose of this report is to update Council on the progress made toward implementation of the On-Demand Transit Pilot Project as approved by Council on May 12, 2022.

### Background & Discussion

Following the recommendations from IBI Group and approval by Council staff have been laying the groundwork for an on-demand transit program. This responsive transit model will not have a fixed route or schedule and is intended to provide on-demand, curb-to-curb service, during specific operating hours.

Working with IBI Group, staff are creating a complex Request for Proposal document that meets the unique criteria to retain a contractor for the service. This RFP, when released for tender, will address the specific needs of Dufferin County including type and supply of vehicles, hiring and training of drivers, vehicle and system maintenance, and a multimedia booking system.

Efforts to recruit the best possible talent for the position of Transit Coordinator in today's complex labour market will begin following the receipt and review of the RFPs.



## **Financial Impact**

Given the ever-increasing costs associated with projects across all municipal sectors, it is likely that the initial forecast will be insufficient. The 2023 DRAFT budget will include a revised estimate, for the implementation and delivery of this project. The 2023 DRAFT budget is scheduled for Council deliberation in January 2023.

## **Recommendation**

**THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated September 8, 2022, regarding an On-Demand Transit Pilot Project – Progress Update, be received;**

**AND THAT staff continue with the Request for Proposal process making award contingent upon approval of the 2023 budget;**

**AND THAT staff include revised cost estimates for the On-Demand Transit program in the 2023 draft budget submission.**

Respectfully submitted,

Steve Murphy  
Manager – Preparedness, 911 & Corporate Projects

Reviewed by: Sonya Pritchard, Chief Administrative Officer



## **REPORT TO COUNCIL**

**To:** Warden Mills and Members of Council

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

**Meeting Date:** September 8, 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: September 7, 2022

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

Representative(s): Councillor Janet Horner

Meeting: July 21, 2022

Highlights: The Commission was presented a staff report on the Development Permit Application M/R/2021-2022/689 for a property located in Mulmur.

Attached: [NEC- July 2022 Agenda](#)

**Dufferin Board of Trade (DBOT)**

Representative(s): Councillor Sandy Brown

Highlights: DBOT is hosting an event on September 14, 2022 at Tony Rose Arena in Orangeville, to show local students and their parents, second-career seekers and commuters some of the exciting, in-demand, well-paying career options available in skilled trades in the Dufferin area.

Attached: DBOT B2B eBlast – August 16, 2022

**Headwaters Communities in Action (HCIA)**

Representative: Councillor Darren White

Highlights: Jennifer Payne, Executive Director made a presentation to General Government Services meeting on August 25, 2022 with a mid-year report on HCIA activities.

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

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

At the AMO conference held in Ottawa from Aug 14-17, 2022 the WOWC held a regular Caucus meeting, a joint meeting with the EOWC and participated in a multi-Ministers delegation where the priorities outlined in the [AMO Briefing Note](#) were presented.

Next Meeting date:

WOWC CAOs (Planning for 2023) – Friday, November 18, 2022 at 10:00 a.m, in person, at Wellington County Council Chamber, Guelph Ontario.

**SWIFT Board of Directors**

Representative: Councillor Chris Gerrits

Highlights: SWIFT announced on August 19, 2022 high-speed fibre-optic internet service is now available to an additional 638 homes and businesses in Dufferin County. In partnership with SWIFT, North Frontenac Telephone Company (NFTC) has completed construction of a 62-kilometre fibre-optic network in the municipalities of Amaranth and

Mono to bring high-speed internet connectivity to many more residents located in the communities of Laurel, Camilla and Salem.

Attached: [SWIFT Press Release – August 19, 2022](#)

**Recommendation**

**THAT the report of the Chief Administrative Officer, dated September 8, 2022, with respect to Reports from Outside Boards, be received.**

Respectfully Submitted by:

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



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

*157101 Highway 10, Melancthon, Ontario, L9V 2E6*

*Telephone - (519) 925-5525*

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*Website: [www.melancthontownship.ca](http://www.melancthontownship.ca)*

*Email: [info@melancthontownship.ca](mailto:info@melancthontownship.ca)*

July 19, 2022

Municipality of Brighton  
35 Alice Street  
Brighton, Ontario  
K0K 1H0

Attention: Candice Doiron, Clerk

Dear Ms. Doiron:

At the meeting of Council held on July 14, 2022, the following motion was introduced and passed:

*Moved by McLean, Seconded by Neilson*

**Be it resolved that:** "Council for the Township of Melancthon supports the motion from the Municipality of Brighton and requests that the Minister of Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office make the necessary changes to the Amber Alert system to create a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing. And that this motion be circulated to Sylvia Jones, MPP, Dufferin-Caledon and all municipalities in Dufferin County for their support." **Carried.**

Yours truly,

Denise B. Holmes, AMCT  
CAO/Clerk

- c. Premier of Ontario  
Minister of Solicitor General  
Ontario Provincial Police Commissioner  
Sylvia Jones, MPP, Dufferin-Caledon  
Dufferin Municipalities



**Date:** June 20, 2022

**Resolution No.** <sup>Cov</sup> 2022-256

**Moved By:**

*[Signature]*

**Seconded By:**

*[Signature]*

Whereas the Ontario Amber Alert is a warning system that quickly alerts the public of a suspected abduction of children who are in imminent danger;

And Whereas the goal is to broadcast as much information about the child, the abductor and suspect vehicles as quickly as possible so that the public can respond with any relevant information that might lead to the child's safe return;

And Whereas people are encouraged to share the Amber Alert with as many people as possible. If a child or vulnerable person is abducted, spreading the information quickly is critical to their safe return;

And Whereas an Amber Alert makes the Public aware to keep an eye out for the child, vulnerable person, suspect and the vehicle described, in the alert. If they spot them, try to gather as many details as they can, including the specific location where they saw them, the time, the direction they were travelling in and any other identifying details that will help to locate them;

And Whereas an Amber Alert gives citizens instructions to call 9-1-1 or the phone number included in the alert immediately if they have a trip or a sighting related to an Amber Alert;

An Amber Alert will only be activated if:

- The police have confirmed that an abduction has taken place; and
- There is reason to believe the victim is in danger of serious physical injury, and there is information available that, if broadcast to the public, could assist in the safe recovery of the victim.

And Whereas it is essential to remember that an Amber Alert is not always appropriate in every circumstance and that their continued effectiveness depends on ensuring that they are only used in cases that meet the above criteria;

And Whereas the recent tragic death of 11 year old Draven Graham showed that the Amber Alert system is flawed when it comes to vulnerable children who can go missing but are not abducted;

And Whereas at the time this motion was written, there have been almost 75,000 citizens who had signed a petition on Change.Org requesting that a Draven Alert be created;

*Info #9*  
JUL 14 2022

And Whereas it is clear that there needs to be an addition to the alert system to allow for law enforcement to send out an alert for vulnerable children who go missing under circumstances that do not involve an abduction but are at serious risk of injury or death;

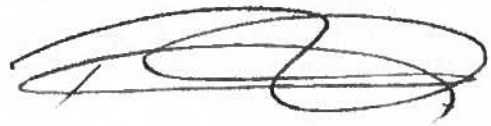
Therefore be it resolved that the Municipality of Brighton and its Council endorse the following:

1. That the Minister of the Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office, be requested to make the necessary changes to the Amber Alert system and create a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing.
2. That this motion be sent to all municipalities across Ontario and the Association of the Municipalities of Ontario (AMO) for endorsement.

Carried

☒

OR Defeated

☐

Mayor

Recorded Vote		<u>For Clerks Use Only</u>			
Recorded vote called by: _____					
	For	Against	Abstain	Absent	COI
Mayor Brian Ostrander					
Councillor Ron Anderson					
Councillor Mark Bateman					
Councillor Doug LeBlanc					
Councillor Emily Rowley					
Councillor Mary Tadman					
Deputy Mayor Laura Knegt					
<b>Total</b>					
<b>Carried</b> <input type="checkbox"/>		<b>Defeated</b> <input type="checkbox"/>		<b>Clerk's Initials</b> <input type="text"/>	

**From:** [Michelle Dunne](#)  
**To:** [Michelle Hargrave](#)  
**Cc:** [Rebecca Whelan](#)  
**Subject:** FW: Grand Valley Support Resolution  
**Date:** Tuesday, August 30, 2022 4:25:15 PM

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**From:** Sabrina VanGerven <svangerven@townofgrandvalley.ca>  
**Sent:** Tuesday, August 30, 2022 4:22 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>; Tracy Atkinson <tatkinson@mulmur.ca>; amo@amo.on.ca  
**Subject:** Grand Valley Support 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 morning,

At the August 9, 2022 regular meeting, Council for the Town of Grand Valley passed the following motion:

Resolution 2022-08-32

Moved by Paul Latam, Seconded by Rick Taylor

BE IT RESOLVED THAT Grand Valley Council support the resolutions passed by Councils for the Township of Melancthon, Township of Bonfield, City of Mississauga, Municipality of Brighton and the Town of Mattawa and therefore be it resolved that the Council of the Town of Grand Valley endorse the following:

That the Minister of the Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office, be requested to make the necessary changes to the AMBER alert system and create a new alert called the Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing.

That this motion be sent to all municipalities in Dufferin County and the Association of Municipalities Ontario (AMO) for endorsement.

*CARRIED*



If you have any questions or concerns, please do not hesitate to contact me.

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](mailto:svangerven@townofgrandvalley.ca)



J. Paul Dubé, Ombudsman

## BY EMAIL

Council for Dufferin County  
W. & M. Edelbrock Centre  
30 Centre Street  
Orangeville, ON L9W 2X1

August 30, 2022

Dear Members of Council for Dufferin County:

### RE: Closed meeting complaint

My Office received a complaint regarding a closed meeting held by Dufferin County's Infrastructure and Environmental Services Standing Committee (the "Committee") on April 28, 2022.

The complaint alleged that there was no notice provided to the public that the Committee would be closing a portion of the meeting on April 28, 2022. The complaint also expressed concerns about the Committee going into closed session to discuss solicitor advice pertaining to a development project, after first discussing this item and an associated environmental assessment in open session.

For the reasons set out below, I have found that this meeting was properly closed pursuant to the rules and procedures outlined in the *Municipal Act, 2001*<sup>1</sup> (the "Act").

### Ombudsman's role and authority

Under the Act, all meetings of council, local boards, and committees of council must be open to the public, unless they fall within prescribed exceptions.

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<sup>1</sup> SO 2001 c 25.

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As of January 1, 2008, the Act gives anyone the right to request an investigation into whether a municipality has complied with the Act in closing a meeting to the public. Municipalities may appoint their own investigator, but the Act designates the Ombudsman as the default investigator for municipalities that have not appointed their own. My Office is the closed meeting investigator for Dufferin County.

My Office has investigated hundreds of closed meetings since 2008. To assist municipal councils, staff, and the public, we have developed an online digest of open meeting cases. This searchable repository was created to provide easy access to the Ombudsman's decisions on, and interpretations of, the open meeting rules. Council members and staff can consult the digest to inform their discussions and decisions on whether certain matters can or should be discussed in closed session, as well as issues related to open meeting procedures. Summaries of the Ombudsman's previous decisions can be found in the digest: [www.ombudsman.on.ca/digest](http://www.ombudsman.on.ca/digest).

## Review

In response to the complaint, my Office reviewed the April 28, 2022 meeting materials, including the agenda, addendum, minutes and resolution to proceed into closed session as well as relevant technical reports and legal opinions made public by the County. We also reviewed the video recording of the open portion of the April 28, 2022 meeting, relevant sections of the *Municipal Act, 2001*, and the County's procedure by-law. My Office also spoke with the County Clerk.

## Background

At the time of our review, the Township of Amaranth and Dufferin County were exploring a development project within the County rights-of-way in the Township of Amaranth.

Dufferin County's planning consultant advised that a Schedule C Municipal Class Environmental Assessment would be required to proceed with the development project. According to opinions that had been made public, Dufferin County's solicitor concurred with this opinion.

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The Township of Amaranth opposed this opinion, supporting instead the position that a Schedule C Municipal Class Environmental Assessment would not be required. The Township's position is documented in a resolution included as an agenda item under "Correspondence" in the April 28, 2022 Committee agenda published by Dufferin County.

### Meeting on April 28, 2022

Dufferin County's Infrastructure and Environmental Services Standing Committee met at 9:00 a.m. on April 28, 2022. The meeting was livestreamed.

At approximately 9:25 a.m., the Committee discussed an agenda item entitled "Infrastructure and Environmental Services – April 28, 2022 – Item #3: OP Trust Lands Development – Update and Environmental Assessment."

A report dated April 28, 2022 from the County's Director of Public Works/Engineer regarding the development project was tabled as an update to the Committee during the course of the open session discussion. Accompanying this report was a legal opinion dated April 26, 2022 from Dufferin County's solicitor indicating that a Schedule C Municipal Class Environmental Assessment would be required to proceed with the project as proposed.

The Committee then heard from expert representatives hired by the Township of Amaranth and the developer, respectively. Both experts asserted that a Schedule C Municipal Class Environmental Assessment would not be required.

As reflected in the meeting minutes, and confirmed by the video recording, at approximately 9:40 a.m. the Committee resolved to move into closed session to discuss advice subject to solicitor-client privilege, in accordance with s. 239(f) of the *Municipal Act, 2001*.

While in closed session, the Committee sought clarification from the Dufferin County solicitor regarding the environmental assessment and any associated risks.

No other items were discussed in closed session. At approximately 10:13 a.m., the Committee resolved to return to open session.

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The Committee then passed a resolution, “that the report from the County’s Director of Public Works / Engineer dated April 28, 2022 be received and that staff work with WSP Global Inc. on a proposal to complete the Environmental Assessment work described in the report.”

The meeting adjourned at approximately 10:26 a.m.

## Analysis

### *Notice*

There are no specific notice requirements for *in camera* meetings outlined in the Act. Instead, the Act requires that notice be provided for the meeting as a whole, which occurred in this instance.

While not a legal requirement, providing advance notice of a planned closed session and of specific topics to be discussed is a best practice in the interest of transparency and accountability. During the open session on April 28, 2022, the Committee received information that was in opposition to the County solicitor’s opinion which was dated April 26, 2022. My Office was told that the decision to move into closed session was made subsequent to the discussion in open session because the Committee wanted to seek additional legal advice. In this case, the closed session was not planned in advance, and therefore the Committee could not have provided notice.

Councils, local boards, and committees have the discretion to go into a closed session as required, including to receive legal advice, as long as the meeting itself complies with the open meeting rules.

### *Applicability of the exception for advice subject to solicitor-client privilege*

The exception for advice subject to solicitor-client privilege applies to discussions that include communications between the municipality and its solicitor in seeking or receiving legal advice intended to be confidential.<sup>2</sup> The purpose of the exception is to ensure that municipal officials can speak freely about legal advice without fear of disclosure.

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<sup>2</sup> *Timmins (City of) (Re)*, 2017 ONOMBUD 4 at para 28, online: <<https://canlii.ca/t/h4rwt>>.



The complaint to my Office suggested that the discussion did not fit within the exception, as the discussion included legal advice from the County solicitor that was not confidential because it had already been made publicly available. While the County had indeed made the County solicitor's legal opinion public, during the open session on April 28, 2022, the Committee received new information from experts that contradicted the publicly available legal opinion of the County solicitor, and that the publicly available legal opinion did not specifically address. Having received additional information, the Committee could therefore choose to seek further legal advice about the project in closed session.

The Committee's discussion appropriately fit within the exception for solicitor-client privilege.

## Conclusion

Dufferin County's Infrastructure and Environmental Services Standing Committee did not contravene the *Municipal Act, 2001* on April 28, 2022 when it proceeded into closed session.

I thank Dufferin County for its co-operation during my review. The Clerk for Dufferin County has confirmed that this letter will be included as correspondence at an upcoming council meeting.

Sincerely,



Paul Dubé  
Ombudsman of Ontario

Cc: Michelle Dunne, Clerk, Dufferin County

483 Bay Street, 10<sup>th</sup> Floor, South Tower / 483, rue Bay, 10<sup>e</sup> étage, Tour sud  
Toronto, ON M5G 2C9

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# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-32**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWNSHIP OF AMARANTH. (9-1-1 Service Agreement)**

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

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

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

---

Wade Mills, Warden



---

Michelle Dunne, Clerk

THIS AGREEMENT made the 11<sup>th</sup> day of August 2022 between;

THE CORPORATION OF THE  
COUNTY OF DUFFERIN  
(hereinafter called County)

And

THE CORPORATION OF THE  
TOWNSHIP OF AMARANTH  
(hereinafter called Municipality)

### **PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

### **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on September 1, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The Municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the

---

<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.



mutual covenants herein, it is agreed:

#### **A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the Municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the Municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

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<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

## **C. FEES/PURCHASES:**

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

#### **D. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
    - ii. Cross liability and severability of interest clauses;

iii. Contractual liability (both oral and written);

- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
- d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

#### **E. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

#### **F. TERM AND TERMINATION**

- 1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
- 2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

#### **G. GENERAL PROVISIONS**

- 1. The Municipality shall continue to actively promote 9-1-1 service within their community.
- 2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
- 3. The County shall cooperate and provide assistance to the Municipality as reasonably required by the Municipality to facilitate the provision of the Municipalities obligations under this Agreement.

4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

SIGNED:

On behalf of the Corporation of The Township of Amaranth on the 20 day of July, 2022

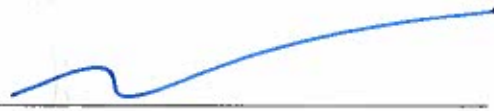


Head of Council



CAO/Clerk – Acting Treasurer

On behalf of the Corporation of the County of Dufferin on the 11<sup>th</sup> day of August, 2022



Head of Council  
Wade Mills, Warden



Clerk

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-33**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWNSHIP OF EAST GARAFRAXA. (9-1-1 Service Agreement)**

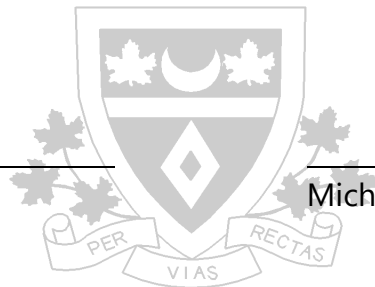
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Corporation of the Township of East Garafraxa, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

---

Wade Mills, Warden



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Michelle Dunne, Clerk

THIS AGREEMENT made the 29<sup>th</sup> day of August 2022 between;

THE CORPORATION OF THE  
COUNTY OF DUFFERIN  
(hereinafter called County)

And

THE CORPORATION OF THE EAST GARAFRAXA  
(hereinafter called Municipality)

### **PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

### **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on September 1, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

---

<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

## **A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

---

<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.



## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

## **C. FEES/PURCHASES:**

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

#### **F. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
    - ii. Cross liability and severability of interest clauses;

- iii. Contractual liability (both oral and written);
- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
- d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

## **H. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

## **I. TERM AND TERMINATION**

1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

## **J. GENERAL PROVISIONS**

1. The Municipality shall continue to actively promote 9-1-1 service within their community.
2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
3. The County shall cooperate and provide assistance to the Municipality as

reasonably required by the Municipality to facilitate the provision of the Municipality's obligations under this Agreement.

4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

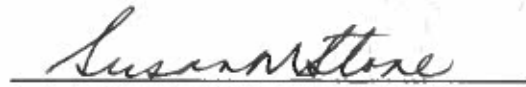
SIGNED:

On behalf of the Corporation of the Township of East Garafraxa on the 19<sup>th</sup> day of July, 2022



Guy Gardhouse

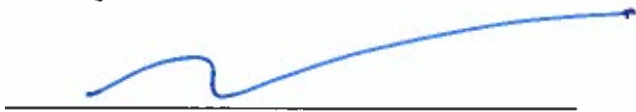
Head of Council



Susan Stone

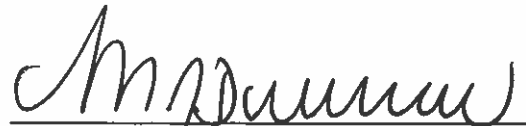
Clerk

On behalf of the Corporation of the County of Dufferin on the 29<sup>th</sup> day of August, 2022



Wade Mills

Head of Council



Michelle Dunne

Clerk

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-34**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWN OF GRAND VALLEY. (9-1-1 Service Agreement)**

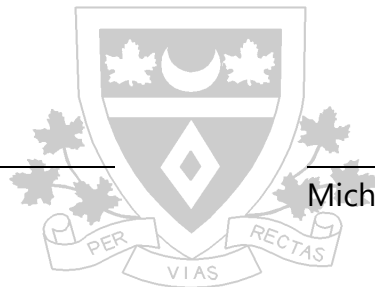
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Corporation of the Town of Grand Valley, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

---

Wade Mills, Warden



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Michelle Dunne, Clerk

**THIS AGREEMENT made the 12th day of July 2022 between;**

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

**And**

**THE CORPORATION OF THE TOWN OF GRAND VALLEY  
(hereinafter called Municipality)**

### **PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

### **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on 12 July, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

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<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

## **A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

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<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

## **C. FEES/PURCHASES:**

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.



1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

#### **F. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
    - ii. Cross liability and severability of interest clauses;

iii. Contractual liability (both oral and written);

- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
- d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

## **H. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

## **I. TERM AND TERMINATION**

- 1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
- 2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

## **J. GENERAL PROVISIONS**

- 1. The Municipality shall continue to actively promote 9-1-1 service within their community.
- 2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
- 3. The County shall cooperate and provide assistance to the Municipality as

reasonably required by the Municipality to facilitate the provision of the Municipalities obligations under this Agreement.

4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

SIGNED:

On behalf of the Corporation of the Town of Grand Valley on the 12th day of July, 2022



Steve Soloman

Head of Council



Meghan Townsend

Clerk

On behalf of the Corporation of the County of Dufferin on the 11<sup>th</sup> day of August, 2022



XXXXXXXXXX XXXXXXXXXX

Head of Council

Wade Mills, Warden



XXXXXXXXXX XXXXXXXXXX

Clerk

Michelle Dunne, Clerk

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-35**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWNSHIP OF MELANCTHON. (9-1-1 Service Agreement)**

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

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

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

---

Wade Mills, Warden



---

Michelle Dunne, Clerk

THIS AGREEMENT made the 11<sup>th</sup> day of August 2022 between;

THE CORPORATION OF THE  
COUNTY OF DUFFERIN  
(hereinafter called County)

And

THE CORPORATION OF THE MELANCTHON  
(hereinafter called Municipality)

## **PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

## **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on \_\_\_\_\_, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

---

<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

## **A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

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<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

## **C. FEES/PURCHASES:**

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

#### **F. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
    - ii. Cross liability and severability of interest clauses;



- iii. Contractual liability (both oral and written);
- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
- d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

## **H. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

## **I. TERM AND TERMINATION**

1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

## **J. GENERAL PROVISIONS**


1. The Municipality shall continue to actively promote 9-1-1 service within their community.
2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
3. The County shall cooperate and provide assistance to the Municipality as

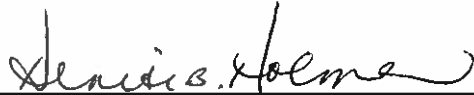
reasonably required by the Municipality to facilitate the provision of the Municipalities obligations under this Agreement.

4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

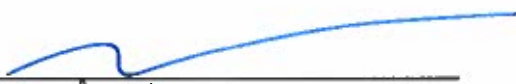
SIGNED:


On behalf of the Corporation of the Township of Melancthon on the 14<sup>th</sup> day of July, 2022

  
\_\_\_\_\_  
Darren White  
Head of Council

  
\_\_\_\_\_  
Denise B. Holmes  
Clerk

On behalf of the Corporation of the County of Dufferin on the 11<sup>th</sup> day of August, 2022

  
\_\_\_\_\_  
Wade Mills, ~~Warden~~  
Head of Council

  
\_\_\_\_\_  
Michelle Dunne  
Clerk

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-36**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWN OF MONO. (9-1-1 Service Agreement)**

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

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

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

---

Wade Mills, Warden



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Michelle Dunne, Clerk

**Schedule "A"**  
**To Bylaw Town of Mono 2022-31**  
**9-1-1 Authority Service Agreement**

**THIS AGREEMENT made the 1st day of September 2022 between;**

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

**And**

**THE CORPORATION OF THE TOWN OF MONO  
(hereinafter called Municipality)**

**PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

**TERM OF THE AGREEMENT**

The term of this Agreement shall commence on 1 September, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

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<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

**A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.

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<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. Resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

- a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

### **C. FEES/PURCHASES**

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

### **F. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability

arising in the course of performance of services under, or in connection with, this Agreement;

- ii. Cross liability and severability of interest clauses;
  - iii. Contractual liability (both oral and written);
- 
- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
  - c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
  - d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

## **H. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

## **I. TERM AND TERMINATION**

- 1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
- 2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

## **J. GENERAL PROVISIONS**

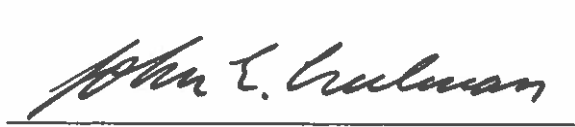
- 1. The Municipality shall continue to actively promote 9-1-1 service within their community.
- 2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.



3. The County shall cooperate and provide assistance to the Municipality as reasonably required by the Municipality to facilitate the provision of the Municipality's obligations under this Agreement.
4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

SIGNED:

On behalf of the Corporation of the Town of Mono on the 19<sup>th</sup> day of July 2022

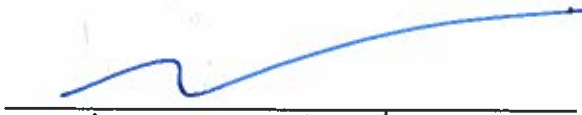


John Creelman  
Head of Council



Fred Simpson  
Clerk

On behalf of the Corporation of the County of Dufferin on the 11<sup>th</sup> day of August 2022



Wade Mills, Warden

Head of Council



Clerk, Michelle Dunne

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-37**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWNSHIP OF MULMUR. (9-1-1 Service Agreement)**

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

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

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

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Wade Mills, Warden



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Michelle Dunne, Clerk

**THIS AGREEMENT made the 3rd day of AUGUST, 2022 between;**

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

**And**

**THE CORPORATION OF THE TOWNSHIP OF MULMUR  
(hereinafter called Municipality)**

### **PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

### **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on August 03, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

---

<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

## **A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

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<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

## **C. FEES/PURCHASES:**

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

**F. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
    - ii. Cross liability and severability of interest clauses;
    - iii. Contractual liability (both oral and written);

- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
- d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

#### **H. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

#### **I. TERM AND TERMINATION**

- 1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
- 2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

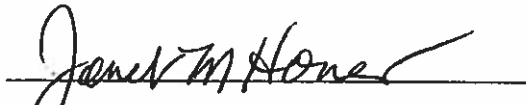
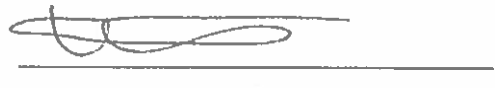
#### **J. GENERAL PROVISIONS**

- 1. The Municipality shall continue to actively promote 9-1-1 service within their community.
- 2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
- 3. The County shall cooperate and provide assistance to the Municipality as reasonably required by the Municipality to facilitate the provision of the Municipalities obligations under this Agreement.

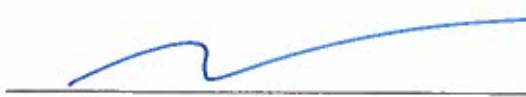
4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
- 7 This Agreement may be amended by written amendment signed by both parties.

SIGNED:

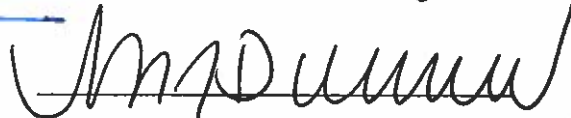
On behalf of the Corporation of the Township of Mulmur on the 3rd day of August, 2022

  
Janet Horner, Mayor  
Tracey Atkinson, CAO/Clerk/Planner

On behalf of the Corporation of the County of Dufferin on the 29<sup>th</sup> day of August, 2022



Head of Council  
Wade Mills, Warden



Clerk,  
Michelle Dunne



# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-38**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWNTOWN OF ORANGEVILLE. (9-1-1 Service Agreement)**

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

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

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

---

Wade Mills, Warden



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Michelle Dunne, Clerk

THIS AGREEMENT made the 8 day of August 2022 between;

THE CORPORATION OF THE  
COUNTY OF DUFFERIN  
(hereinafter called County)

And

THE CORPORATION OF THE TOWN OF ORANGEVILLE  
(hereinafter called Municipality)

#### **PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

#### **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on September 1st, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

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<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

## **A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

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<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

## **C. FEES/PURCHASES:**

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

#### **F. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;
    - ii. Cross liability and severability of interest clauses;

iii. Contractual liability (both oral and written);

- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
- c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
- d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

#### **H. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

#### **I. TERM AND TERMINATION**

- 1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
- 2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

#### **J. GENERAL PROVISIONS**

- 1. The Municipality shall continue to actively promote 9-1-1 service within their community.
- 2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
- 3. The County shall cooperate and provide assistance to the Municipality as

reasonably required by the Municipality to facilitate the provision of the Municipalities obligations under this Agreement.

4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

SIGNED:

On behalf of the Corporation of the Town of Orangeville on the 8<sup>TH</sup> day of AUGUST, 2022



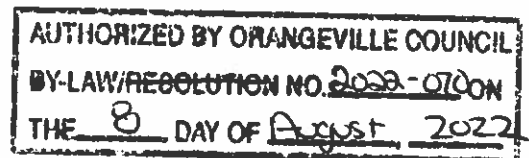
Sandy Brown

Mayor

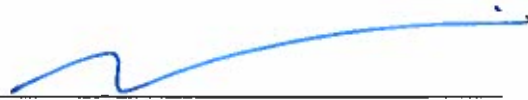


Carolina Khan

Clerk



On behalf of the Corporation of the County of Dufferin on the 22 day of August, 2022



XXXXXXXXXXXX XXXXXXXXXXXX

Head of Council, Wade Mills



XXXXXXXXXXXX XXXXXXXXXXXX

Clerk, Michelle Dunne

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW NUMBER 2022-39**

**A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWN OF SHELBURNE. (9-1-1 Service Agreement)**

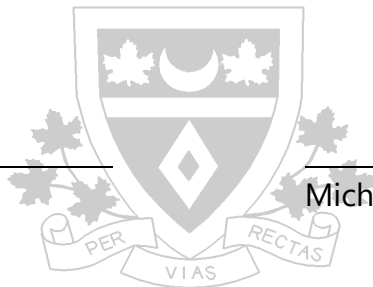
BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

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

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

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Wade Mills, Warden



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Michelle Dunne, Clerk



**THIS AGREEMENT made the 25 day of July 2022 between;**

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

**And**

**THE CORPORATION OF THE TOWN OF SHELBURNE  
(hereinafter called Municipality)**

### **PURPOSE OF THIS AGREEMENT**

The purpose of this agreement is to set out the general terms regarding the delivery of 9-1-1 services to the Municipality and sets out the roles, responsibilities and obligations of the parties with respect to the service.

### **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on July 26, 2022 and shall continue unless terminated earlier in accordance with the procedures outlined within this Agreement.

The Parties agree to review this Agreement a minimum of every five (5) years to determine if amendments are necessary and/or appropriate.

**WHEREAS:** The County has been the 9-1-1 Authority<sup>1</sup> since 1994;

**AND WHEREAS:** The municipality wishes that the County continue as the local 9-1-1 Authority;

**NOW THEREFORE:** for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The parties agree that sharing of resources and services promotes the cost-effective and efficient use of public resources and improves coordination and delivery of these services;
2. The Municipality desires to engage the County to render professional services the coordination and operation of 9-1-1 services. Therefore, in consideration of the mutual covenants herein, it is agreed:

---

<sup>1</sup> "9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations.

## **A. 9-1-1 SERVICES BY THE COUNTY**

1. The County will provide a 9-1-1 service to the municipality in accordance with Canadian Radio-television and Telecommunications Commission directives, additionally the County will:
  - a) Act as the local 9-1-1 Authority on the municipality's behalf;
  - b) Provide a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point<sup>2</sup> (P-PSAP)
  - c) Act as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission;
  - d) Ensure that 9-1-1 specific GIS data layers are provided directly to Bell in a secure manner without transiting through any shared open platform;
  - e) Resolve mapping and addressing discrepancies and/or errors reported to the 9-1-1 Authority by Bell in a timely manner;
  - f) Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in
  - g) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the National Emergency Number Association (NENA) i3 standard
  - h) Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard
  - i) Investigate and resolve any issues, concerns or complaints in relation to the Primary Public Safety Answering Point.
2. In addition to the above, the County will be responsible for:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Primary-Public Safety Answering Point.

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<sup>2</sup> "Primary-Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls and directing those 9-1-1 Calls to the most appropriate Secondary PSAP according to a specific operational policy.

## **B. ROLE OF THE MUNICIPALITY**

1. The Municipality shall, either directly or through an agency, board or commission, provide a Public Safety Answering Point<sup>3</sup> for purpose of dispatching the appropriate:
  - a) Police, and;
  - b) Fire Department(s).
2. Ensure that each designated Public Safety Answering Point develops and maintains a Continuity of Operations Plan and an Alternate PSAP.
3. Provide the County with the full contact details of all designated Public Safety Answering Points as well as Alternate PSAPs.
4. Work with the County to:
  - a. resolve mapping and addressing related discrepancies and/or errors reported to the 9-1-1 Authority in a timely manner;
  - b. Create and maintain a standards-based notification system workflow process to ensure that addressing plans, road names and subdivision/site plans approved by the municipality are communicated to the County in a timely manner for inclusion in GIS data for the purposes of PSAP dispatching and Next Generation-911;
  - c. Create a standardized process-based authorization mechanism to formalize any changes required to improve emergency service response such as response boundaries and intersection signage;
  - d. Maintain a list of legal apartment units, housing units, strip malls, commercial buildings and condominiums together with attributes on their addresses and unit/suite numbers in addition to their location on the building (ex. floor number, rear, basement, etc.);
5. In addition to the above, the Municipality will be responsible for the following:
  - a) Costs associated with the provision of a Next Generation 9-1-1 enabled Secondary-Public Safety Answering Point;

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<sup>3</sup> "Public Safety Answering Point" means an entity responsible for receiving 9-1-1 Calls from the Primary-Public Safety Answering Point and directing those 9-1-1 Calls to the most appropriate response agency according to a specific operational policy.

### **C. FEES/PURCHASES:**

1. The fee for professional and administrative staff services outlined in this agreement will be included in the annual levy collected by the Municipality on behalf of the County.
2. Costs for annual training, exercises and public education programs specific to the emergency management are the responsibility of the County.
3. Each party is responsible for all infrastructure and operating costs related to any response to a localized emergency and/or the operation of its local Emergency Operation Centre.
4. Costs related to the use of outside consultants, trainers and/or instructors to fulfill or enhance the Emergency Management Program are the responsibility of the county and the county must be the approval authority for such expenses.

### **F. INDEMNITY AND INSURANCE**

1. The County and the Municipality shall, at all times, indemnify and save harmless the other party, its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to legal fees, court, and arbitration costs, or other proceedings made, sustained, brought or prosecuted that are based upon, or attributable in any way to the negligent acts, errors or omissions of either party in connection with services performed, purportedly performed or required to be performed by the County or the Municipality under this Agreement.
2. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Term, all of the necessary insurance that a prudent person in the same business would carry, including the following:
  - a) General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$10,000,000 per occurrence, and the policy shall include the following clauses:
    - i. The other Party(ies) as additional insured with respect to liability arising in the course of performance of services under, or in connection with, this Agreement;

- ii. Cross liability and severability of interest clauses;
  - iii. Contractual liability (both oral and written);
- 
- b) Errors and Omissions Liability insurance for errors and omissions in the performance of, or failure to perform, its obligations under this Agreement, in an amount not less than \$5,000,000 per claim;
  - c) Each Party shall provide a Certificate of Insurance ten (10) days prior to the contract commencing to serve as evidence of the coverage outlined in this Agreement; and
  - d) Each Party shall give thirty (30) days written notice if any coverage outlined in this Agreement is reduced, altered or cancelled.

## **H. DISPUTE RESOLUTION**

The County and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.

## **I. TERM AND TERMINATION**

1. Any Party may, at any time, and for any reason, terminate this Agreement upon giving 180 days' prior written notice to the other Party. It is understood that, notwithstanding termination by any Party, the Agreement shall continue in force as between the other Parties.
2. The effective date of the termination of this Agreement shall be the last day of the notice period or such other date as the Parties agree.

## **J. GENERAL PROVISIONS**


1. The Municipality shall continue to actively promote 9-1-1 service within their community.
2. The Municipality shall cooperate with and provide assistance to the County as reasonably required by the County to facilitate the provision of the County obligations under this Agreement.
3. The County shall cooperate and provide assistance to the Municipality as reasonably required by the Municipality to facilitate the provision of the

**Municipalities obligations under this Agreement.**

4. Nothing herein shall be deemed to restrict authority of any of the parties to enter into separate agreements governing the terms and conditions for providing services on terms different than specified herein.
5. Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by any party of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.
6. The County will comply with all federal, provincial and municipal laws while performing the services hereunder.
7. This Agreement may be amended by written amendment signed by both parties.

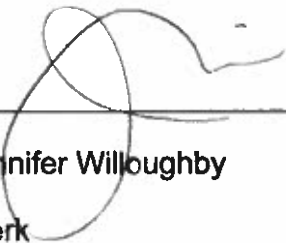
**SIGNED:**

On behalf of the Corporation of the Corporation of the Town of Shelburne on the 25 day of July, 2022

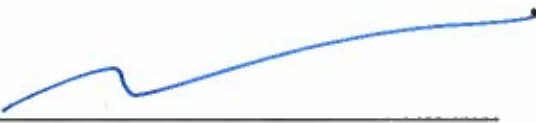


Steve Anderson

Deputy Mayor

  
Jennifer Willoughby  
Clerk

On behalf of the Corporation of the County of Dufferin on the 11<sup>th</sup> day of August, 2022



Wade Mills

Warden



Michelle Dunne

Clerk

# **CORPORATION OF THE COUNTY OF DUFFERIN**

## **BY-LAW 2022-40**

### **A BY-LAW TO APPOINT MICHAEL SUTTON AS A BUILDING INSPECTOR UNDER THE BUILDING CODE ACT.**

WHEREAS the Council of the Corporation of the County of Dufferin deems it desirable that Michael Sutton be appointed as a Building Inspector under the Building Code Act;

AND WHEREAS it is necessary to appoint the staff by by-law;

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

1. That Michael Sutton be, and is hereby appointed as Building Inspector under the Building Code Act, S.O. 1992 C.23, for the County of Dufferin;
2. That the Building Inspector shall perform all duties assigned by the Chief Building Official in accordance with the provisions of the Building Code Act;
3. That the Building Inspector shall be responsible to the Chief Building Official.

READ a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2022.

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Wade Mills, Warden



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Michelle Dunne, Clerk

# **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 SEPTEMBER 8, 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 September 8, 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 8<sup>th</sup> day of September, 2022.

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Wade Mills, Warden



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Michelle Dunne, Clerk