

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2026-12

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 HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING. (Municipal Ice Storm Assistance Program Transfer Payment Agreement)

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

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

READ a first, second and third time and finally passed this 12th day of February, 2026.

Original signed by:

Lisa Post, Warden



Original signed by:

Michelle Dunne, Clerk

For a full copy of the agreement, please contact the Clerk's Division.

GRANT AGREEMENT

THIS AGREEMENT (“Agreement”) is effective as of the ____ day of _____, 20__.

B E T W E E N:

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

(referred to as the “**Ministry**”)

AND:

County of Dufferin

(referred to as the “**Municipality**”)

WHEREAS subsection 302(2) of the *Municipal Act, 2001* empowers the Minister, upon such conditions as may be considered advisable, to make grants and loans and provide other financial assistance to a municipality;

AND WHEREAS a severe ice storm, that started on March 28, 2025, caused extensive damage across large areas of central and eastern Ontario resulting in significant clean-up and recovery costs for municipalities (the “**March 2025 Ice Storm**”);

AND WHEREAS the Province created a Municipal Ice Storm Assistance (MISA) Program (the “MISA Program”) to provide one-time financial assistance to municipalities impacted by the March 2025 Ice Storm to cover the eligible costs associated with the emergency response and recovery;

AND WHEREAS the Municipality submitted an expression of interest for assistance under the MISA Program, which was accepted by the Ministry, and submitted a claim to cover the municipality’s eligible costs incurred as a result of the March 2025 Ice Storm;

AND WHEREAS the Ministry wishes to assist the Municipality for the Municipality’s eligible costs related to the March 2025 Ice Storm;

NOW THEREFORE in consideration of their respective agreements set out below, the parties covenant and agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings:

- (a) "Agreement" means this Agreement entered into between the Ministry and the Municipality and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) "Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province of Ontario has elected to be closed for business;
- (c) "Conflict of Interest" includes, but is not limited to, any circumstance where in relation to the performance of its obligations under this Agreement, the Municipality's other commitments, relationships or financial interests:
 - (i) could or could be seen by a reasonable person, to interfere with the Municipality's objective, unbiased and impartial exercise of its independent judgment, or
 - (ii) could or could be seen by a reasonable person to compromise, impair or be incompatible with the effective performance of its contractual obligations;
- (d) "Effective Date" means the date set out at the top of the Agreement.
- (e) "Eligible Capital Costs" means the costs described in Schedule "A" of the Agreement or in the Ministry's Municipal Ice Storm Assistance Program Guidelines;
- (f) "Eligible Costs" means the Eligible Capital Costs and/or the Eligible Operating Costs;
- (g) "Eligible Operating Costs" means the costs described in Schedule "B" to the Agreement or in the Ministry's Municipal Ice Storm Assistance Program Guidelines;
- (h) "Expiry Date" means the date that is two years from the Effective Date;
- (i) "Grant Fund(s)(ing)" means funds that may be or are provided to the Municipality, as the context may require, by the Ministry pursuant to this Agreement;
- (j) "Indemnified Parties" means His Majesty the King in right of Ontario, and His ministers, agents, appointees and employees; and