



COUNCIL MEETING AGENDA

**Thursday, April 13, 2023 immediately following the Statutory Public Meeting
W & M Edelbrock Centre, 30 Centre Street, Orangeville ON**

The meeting will be live streamed on YouTube at the following link:

<https://www.youtube.com/channel/UCCx9vXkywflJr0LUVkKnYWQ>

1. ROLL CALL

Verbal roll call by the Clerk.

2. APPROVAL OF THE AGENDA

THAT the Agenda and any Addendum distributed for the April 13, 2023 meeting of Council, be approved.

3. DECLARATION OF INTEREST BY MEMBERS

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

4. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

THAT the minutes of the regular meeting of Council of March 9, 2023, and the special meeting of Council of April 4, 2023, be adopted.

5. PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

5.1. Proclamation: Sikh Flag Raising

5.2. Proclamation: Volunteer Appreciation Week – April 16 – 22, 2023

5.3. Proclamation: Health & Safety Month – May 2023

6. PUBLIC QUESTION PERIOD

Members of the Public in attendance are able to ask a question. If you are unable to attend and would like to submit a question, please contact us at info@dufferincounty.ca or 519-941-2816 x2500 prior to 4:30 p.m. on April 12, 2023.

7. PRESENTATION AND CONSIDERATIONS OF REPORTS

7.1. Infrastructure & Environmental Services Minutes – March 23, 2023

THAT the minutes of the Infrastructure and Environmental Services meeting held on March 23, 2023, and the recommendations set out, be adopted.
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INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #1
The Dufferin Rooftop Recreational Riders Association

THAT staff be authorized to enter into a Memorandum of Understanding with the Dufferin Rooftop Recreational Riders Association to use the Dufferin Rail Trail.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #2
Climate Action Report Card – 2022

THAT Report, Climate Action Report Card - 2022, dated March 23, 2023, from the Director of Public Works/County Engineer, be received.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #3
Financing the BetterHomes Dufferin Program

THAT Report, Financing the BetterHomes Dufferin Program, dated March 23, 2023, from the Director of Public Works/County Engineer, be received;

THAT staff be approved to advance an application to the Federation of Canadian Municipalities (FCM) Community Energy Financing Program;

AND THAT \$3.75 million from reserves be committed as recoverable debt for the BetterHomes Dufferin Program to be eligible for the maximum FCM funding of \$15 million.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #4
Dufferin County Forest Advisory Team (DCFAT) Restructure

THAT the report of the Director of Public Works/County Engineer, dated March 23, 2023, Dufferin County Forest Advisory Team - Restructure, be received;

AND THAT the Terms of Reference for the Dufferin Outdoor Recreation Advisory Team be approved;

AND THAT staff be directed to establish the Dufferin Outdoor Recreation Advisory Team in accordance with the approved Terms of Reference.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #5
Dufferin County Forest Annual Report – 2022

THAT the report of the Director of Public Works/County Engineer, dated March 23, 2023, Dufferin County Forest Annual Report – 2022, be received.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #6
Blue Box Transition Update – March 2023

THAT the report of the Director of Public Works/County Engineer, dated March 23, 2023, Blue Box Transition Update – March 2023, be received.

INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #7
Capital Project Update – March 2023

THAT the report of the Director of Public Works/County Engineer, dated March 23, 2023, Capital Project Update – March 2023, be received.

7.2. General Government Services Minutes – March 23, 2023

THAT the minutes of the General Government Services meeting held on March 23, 2023, and the recommendations set out, be adopted.

GENERAL GOVERNMENT SERVICES – March 23, 2023 – ITEM #1
2022 Year End Report

THAT the report from Headwaters Communities In Action, dated March 23, 2023, regarding the 2022 year-end report, be received.

GENERAL GOVERNMENT SERVICES – March 23, 2023 – ITEM #2
Revisions to the Municipal Emergency Readiness Fund

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated March 23, 2023, regarding Revisions to the Municipal Emergency Readiness Fund, be approved;

AND THAT the revisions, as amended, to the Municipal Emergency Readiness Fund be incorporated as proposed in this report effective April 14, 2023.

GENERAL GOVERNMENT SERVICES – March 23, 2023 – ITEM #3
People & Equity: 2022 Activity Report

THAT the report of the Director People & Equity titled 2022 Activity Report, dated March 23, 2023, be received.

GENERAL GOVERNMENT SERVICES – March 23, 2023 – ITEM #4
Advisory Committee Update: Recommended Appointments & Selection Process

THAT the report of the Director People & Equity, titled Advisory Committee Updates: Recommended Appointments & Selection Process, dated March 23, 2023, be received;

AND THAT the following people be appointed to the Access Dufferin Accessibility Advisory Committee and the Diversity Equity Inclusion Community Advisory Committee:

Accessibility Advisory Committee

- Diane Bailey
- Trevor Lewis
- David Vahey

Diversity Equity Inclusion Community Advisory Committee

- Sabina Greenley
- Arvandi Komal
- Trisha Linton
- Jordan Anthony Paltooram-Dedier

7.3. Health and Human Services Minutes – March 23, 2023

THAT the minutes of the Health and Human Services meeting held on March 23, 2023, and the recommendations set out, be adopted.

HEALTH & HUMAN SERVICES – March 23, 2023 – ITEM #1
2022 Resident & Family Satisfaction Survey

THAT the report of the Administrator, dated March 23, 2023, with regards to the Dufferin Oaks 2022 Resident and Family Satisfaction Survey, be received.

HEALTH & HUMAN SERVICES – March 23, 2023 – ITEM #2
2023 Accreditation Report

THAT the report of the Administrator, dated March 23, 2023, regarding the 2023 Accreditation Report, be received.

HEALTH & HUMAN SERVICES – March 23, 2023 – ITEM #3
Quarterly Community Services Activity Report – Fourth Quarter 2022

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Fourth Quarter, 2022, dated March 23, 2023, be received.

HEALTH & HUMAN SERVICES – March 23, 2023 – ITEM #4
Reallocation of Funding Notice

THAT the report of the Administrator, dated March 23, 2023, regarding the Reallocation of Funding Notice be received;

AND THAT staff be directed to purchase a mobility van with funds allocated from Ontario Health.

7.4. Director of Development & Tourism’s Report – Dufferin County Official Plan Amendment No. 02

A report from the Director of Development and Tourism, dated April 13, 2023, to outline the Official Plan Amendment No. 02, which updates the policies and forecast tables of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement

the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review (MCR).

THAT the report from the Director of Planning and Tourism, dated April 13, 2023, Dufferin County Official Plan Amendment No. 02 (Municipal Comprehensive Review, Phase 1 Growth Management), be received;

AND THAT the necessary bylaw be presented to County Council to adopt the proposed County of Dufferin Official Plan Amendment No. 02 (Municipal Comprehensive Review, Phase 1 Growth Management);

AND THAT Notice of Adoption of County of Dufferin Official Plan Amendment No. 02 (Municipal Comprehensive Review, Phase I Growth Management) be provided in accordance with the Planning Act;

AND THAT the Official Plan Amendment record of adoption be forwarded to the Minister of Municipal Affairs and Housing for approval.

7.5. Director of Public Works/County Engineer's Report – Dufferin Climate Adaptation Plan

A report from the Director of Public Works/County Engineer, dated April 13, 2023, to present the Dufferin Climate Adaptation Plan developed as part of the International Council for Local Environmental Initiatives (ICLEI) Canada's Advancing Adaptation Program.

THAT Report, Dufferin Climate Adaptation Strategy, dated April 13, 2023, from the Director of Public Works/County Engineer, be received;

AND THAT the Dufferin Climate Adaptation Strategy be adopted.

7.6. Manager of Corporate Finance, Treasurer's Report – 2022 Financial Results

A report from the Manager of Corporate Finance, Treasurer, dated April 13, 2023, to provide an overview of 2022 financial results. Highlighting transfers to and from reserves, as well as additional transfers that require Council approval.

THAT the report of the Manager of Corporate Finance, Treasurer, dated April 13, 2023, regarding 2022 Year End Results, be received;

AND THAT the following 2022 reserve transfers be approved:

Reserve Name	Transfer Amount
Public Housing Capital Reserve Fund	-\$242,192
Childrens Services Reserve Fund	\$138,805
Reserve for Housing Programming	\$44,639
OCIF Reserve Fund	\$108,269

7.7. Manager of Corporate Finance, Treasurer & Procurement Manager’s Report – First Quarter Procurement Report

A report from the Manager of Corporate Finance, Treasurer and Procurement Manager, dated April 13, 2023 to provide the quarterly update on all Request for Tenders and Request for Proposals in accordance with By-law 2017-33 Procurement of Goods and Services 2017, Section (4.2.7).

THAT the First Quarter Procurement Report, from the Manager of Corporate Finance, Treasurer and the Procurement Manager, dated April 13, 2023, be received.

7.8. Administrator of Dufferin Oaks’ Report – 2023/24 Long Term Care Service Accountability Agreement

A report from the Administrator of Dufferin Oaks, dated April 13, 2023, to complete the required agreement to the Long Term Care Service Accountability Agreement (LSAA) with Ontario Health.

THAT the report of the Administrator, dated April 13, 2023, regarding the Long Term Care Service Accountability Agreement, be received;

AND THAT the County of Dufferin signs the Service Accountability Agreement with the Central West Region for the period April 1, 2023 to March 31, 2024.

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

A report from the Chief Administrative Officer, dated April 13, 2023, to provide Council with an update of activities from outside boards and agencies.

THAT the report of the Chief Administrative Officer, dated April 13, 2023, with respect to Reports from Outside Boards, be received.

8. CORRESPONDENCE

8.1. Niagara Escarpment Commission

Correspondence from the Niagara Escarpment Commission (NEC), dated March 13, 2023, requesting an additional nomination for appointment to the Niagara Escarpment Commission.

THAT Councillor _____'s name be submitted as an additional candidate to be appointed to the Niagara Escarpment Commission.

8.2. Association of Ontario Road Supervisors

Correspondence from the Association of Ontario Road Supervisors, dated March 27, 2023, to request Council support in opposing a proposed fee from Enbridge Gas.

For consideration of Council.

9. NOTICE OF MOTIONS

10. MOTIONS

10.1. Moved by Councillor Creelman

WHEREAS it is desirable to ensure municipalities in Dufferin County are purchasing goods and services in the most cost effective and efficient way;

AND WHEREAS, cost economies and efficiencies may be realized through group purchasing and participation with Group Purchasing Organizations (GPOs) such as the Canoe Procurement Group of Canada (LAS/AMO), Sourcewell, Kinetic as well as federal and provincial organized buying opportunities to name but a few examples;

AND WHEREAS group purchase of goods and services by Dufferin municipalities appears fragmented and, at the very least, better explained and promoted;

THEREFORE BE IT RESOLVED that Council receive a report from municipal staff indicating the following information:

- **GPOs and others engaged by the municipality to realize group purchasing opportunities**
- **Examples of group purchasing experiences over the previous calendar year and where possible, information regarding outcomes**
- **Targets and objectives for the upcoming year to achieve economies and efficiencies in the purchase of goods and services for the municipality;**

AND THAT such a report be presented to Council ideally along with the annual budget but no later than May 1st of every year.

11. CLOSED SESSION

11.1. Closed Session Minutes – Municipal Act, Section 239 (3.1) Education or Training of the Members

Closed session minutes from the March 9, 2023 meeting of Council.

12. BY-LAWS

- | | |
|---------|--|
| 2023-22 | A by-law ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Orwill Allergy Products Limited. (Lease Agreement – Mel Lloyd Centre)
Authorization: Council – April 13, 2023 |
| 2023-23 | A by-law to ratify the actions of the Warden and Clerk for executing an agreement between the Corporation of the County of Dufferin and Ontario Health. (Long Term Care Homes Service Accountability Agreement)
Authorization: Council – April 13, 2023 |

- 2023-24 A by-law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Dufferin and Upper Grand District School Board. (Lease Agreement – Mel Lloyd Centre)
Authorization: Council – April 13, 2023
- 2023-25 A by-law to adopt Amendment No. 2 to the Official Plan for the County of Dufferin.
Authorization: Council – April 13, 2023
- 2023-26 A by-law to appoint Aaron Ryckman as a Building Inspector under the Building Code Act and to repeal By-Law #2019-16.
Authorization: Council – April 13, 2023

THAT By-laws 2023-22 through to 2023-26, inclusive, be read a first, second and third time and enacted.

13. OTHER BUSINESS

14. CONFIRMATORY BY-LAW

- 2023-xx A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on April 13, 2023.

THAT by-law 2023-xx be read a first, second and third time and enacted.

15. ADJOURNMENT

THAT the meeting adjourn.



DUFFERIN COUNTY COUNCIL MINUTES

Thursday, March 9, 2023 at 6:00 p.m.

W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville ON

Council Members Present:

Warden Wade Mills (Shelburne)
Councillor John Creelman (Mono)
Councillor Guy Gardhouse (East Garafraxa)
Councillor Chris Gerrits (Amaranth)
Councillor Shane Hall (Shelburne)
Councillor Earl Hawkins (Mulmur)
Councillor Gail Little (Amaranth)
Councillor Fred Nix (Mono)
Councillor Lisa Post (Orangeville)
Councillor Philip Rentsch (Grand Valley)
Councillor Steve Soloman (Grand Valley)
Councillor Todd Taylor (Orangeville)
Councillor Darren White (Melancthon)

Council Members Absent:

Councillor Janet Horner (Mulmur)(prior notice)
Councillor James McLean (Melancthon)(prior notice)

Staff Present:

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

Warden Mills called the meeting to order at 6:04 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 in the Dufferin Room at 30 Centre St, Orangeville on Thursday, March 23, 2023 at the following times:

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

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

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

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

1. **LAND ACKNOWLEDGEMENT STATEMENT**

Warden Mills shared the Land Acknowledgement Statement.

2. **ROLL CALL**

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

3. **APPROVAL OF THE AGENDA**

Moved by Councillor Taylor, seconded by Councillor Soloman

THAT the Agenda and any Addendum distributed for the March 9, 2023 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. **CLOSED SESSION**

Moved by Councillor Nix, seconded by Councillor Hawkins

THAT Council moved into Closed Session (6:07 p.m.) in accordance with the Municipal Act, Section 239 (3.1) – Education or Training of the Members.

-Carried-

While in Closed Session, Council members received diversity training from Dr. Stephanie Nixon, Stephanie Nixon & Associates Consulting Firm, and Dr. Ciann Wilson, Wilfred Laurier University, School of Psychology.

Moved by Councillor Post, seconded by Councillor Creelman

THAT Council move into open session (8:37 p.m.).

-Carried-

Warden Mills called a ten minute recess at 8:37 p.m.

Councillor Little left the meeting at 8:37 p.m.

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

Moved by Councillor Creelman, seconded by Councillor Hall

THAT the minutes of the regular meeting of Council of February 12, 2023, and the special meeting of Council of February 23, 2023, be adopted.

-Carried-

PROCLAMATIONS, DELEGATIONS AND PRESENTATIONS

7. **Proclamation: Amyloidosis Awareness Month – March 2023**

Warden Mills declared the month of March 2023 to be Amyloidosis Awareness Month in the County of Dufferin.

8. **PUBLIC QUESTION PERIOD**

There were no questions received from the public.

PRESENTATION AND CONSIDERATIONS OF REPORTS

9. **Health and Human Services Minutes – February 23, 2023**

Moved by Councillor Gerrits, seconded by Councillor Post

THAT the minutes of the Health and Human Services meeting held on February 23, 2023, and the recommendations set out, be adopted.

-Carried-

10. HEALTH & HUMAN SERVICES – February 23, 2023 – ITEM #1
Canada Wide Early Years and Child Care System (CWELCC) Update 2

THAT the report of the Director, Community Services, titled Canada-Wide Early Learning and Child Care System (CWELCC) Update 2, dated February 23, 2023, be received.

11. HEALTH & HUMAN SERVICES – February 23, 2023 – ITEM #2
Early Years and Child Care Workforce Strategy Update 2

THAT the report of the Director, Community Services, Early Years and Child Care Workforce Update 2, dated February 23, 2023, be received.

12. HEALTH & HUMAN SERVICES – February 23, 2023 – ITEM #3
Ontario Works Update

THAT the report of the Director, Community Services, dated February 23, 2023, titled Ontario Works Update, be received.

13. HEALTH & HUMAN SERVICES – February 23, 2023 – ITEM #4
Quarterly Community Services Activity Report – Third Quarter 2022

THAT the report of the Director, Community Services, dated February 23, 2023, titled Ontario Works Update, be received.

14. **Community Development and Tourism Minutes – February 23, 2023**

Moved by Councillor Creelman, seconded by Councillor Gardhouse

THAT the minutes of the Community Development and Tourism meeting held on February 23 2023, and the recommendations set out, be adopted.

-Carried-

15. COMMUNITY DEVELOPMENT & TOURISM – February 23, 2023 – ITEM #2
Museum of Dufferin Annual Report – 2022

THAT the report of the Director of Development and Tourism, "Museum of Dufferin Annual Report - 2022", February 23, 2023, be received.

16. COMMUNITY DEVELOPMENT & TOURISM – February 23, 2023 – ITEM #3
Updating the Land Acknowledgement Statement

THAT the report of the Director of Development and Tourism, "Updating the Land Acknowledgement Statement", February 23, 2023, be received;

AND THAT staff develop an education and training program for staff and Councillors on Canadian Indigenous history, culture, and challenges;

AND THAT staff bring a Dufferin County Reconciliation towards Indigenous Peoples Plan for Council's consideration.

17. COMMUNITY DEVELOPMENT & TOURISM – February 23, 2023 – ITEM #4
Collecting the Community Project

THAT the report of the Director of Development and Tourism, "Collecting the Community Project", dated February 23, 2023, be received.

18. COMMUNITY DEVELOPMENT & TOURISM – February 23, 2023 – ITEM #5
Building Services Division 2022 Annual Report

THAT the report of the Director of Development and Tourism, "Building Services Division 2022 Annual Report", dated February 23, 2023, be received.

THAT staff be directed to report back to the March Committee with an assessment on implementing the CityView Planning module.

19. COMMUNITY DEVELOPMENT & TOURISM – February 23, 2023 – ITEM #6
Land Development Planning Application Review Process

THAT the report of the Director of Development and Tourism, "Land Development Planning Application Review Process", dated February 23, 2023, be received;

AND THAT By-Law 2019-10 Pre-Consultation By-Law and By-Law 2015-38 Prescribed Fees for Planning Matters By-Law, be amended, as outlined in the report;

AND THAT the necessary by-laws be enacted.

20. COMMUNITY DEVELOPMENT & TOURISM – February 23, 2023 – ITEM #7
Economic Development 2023

THAT the report of the Director of Development and Tourism, "Economic Development 2023", dated February 23, 2023, be received;

AND THAT staff be directed to commence the economic development strategic planning process, as outlined in the report.

21. Community Development & Tourism – February 23, 2023 – ITEM #10
Amendment to Fees and Charges – Museum of Dufferin

THAT the report of the Director of Development and Tourism, "Amendment to Fees and Charges – Museum of Dufferin", dated February 23, 2023, be received;

THAT the fees outlined below be approved:

Memberships

SERVICE	FEE
Individual	\$45
Student/Senior	\$35
Family	\$65

Gift Shop

SERVICE	FEE	NOTES
Vendor Fee	\$50	Used for vendors at markets; can be adjusted at staff discretion
Artist Commission Fee	25%	Used for art sales at exhibitions; can be adjusted at staff discretion
Gift Shop Vendor Commission	25%	Items sold in the gift shop on consignment

Facility Rental

SERVICE	BASE FEE	HOURS INCLUDED IN BASE FEE	EXTRA HOURS FEE
Corbetton Church	\$650.00	4	\$100/hr + base

SERVICE	BASE FEE	HOURS INCLUDED IN BASE FEE	EXTRA HOURS FEE
Main Gallery	\$850.00	4	\$100/hr + base
Program Room	\$200.00	3	\$50 + base
Archive Room	\$200.00	3	\$50 + base

Equipment Rental

SERVICE	FEE PER ITEM
Up to 10 (ten) 8' tables	\$10.00
Up to 50 (fifty) program chairs	\$3.00
Speaker & Microphone	\$70.00
Linens	\$5.00
Projector and Screen	\$70.00

Archive Services

SERVICE	BASE FEE	NOTES
Research > 30 mins	\$20/15 min	Done by museum staff on behalf of the public
Research < 30 mins	\$50/hr	Done by museum staff on behalf of the public; includes low-resolution scans of materials found
New High-Res Scans	\$20.00	Done by museum staff on behalf of the public
Scans (already have a hi-res)	\$10.00	Done by museum staff on behalf of the public; this is an image that we have already scanned for an exhibit, conservation, or preservation.
B & W Photocopy (over 10 pages) Letter or Legal	\$0.50	Matches Admin fee of Dufferin County
B & W Photocopy (over 10 pages) Tabloid/11x17	\$1.00	Matches Admin fee of Dufferin County
Colour Photocopy (over 10 pages) Letter or Legal	\$1.00	Matches Admin fee of Dufferin County

SERVICE	BASE FEE	NOTES
Colour Photocopy (over 10 pages) Tabloid/11x17	\$2.00	Matches Admin fee of Dufferin County
Rush Request	double the base fee	Done by museum staff on behalf of the public – Rush = less than 48 hours' notice.
High Resolution Images - For Profit Publication	\$100 - 350	Varies depending on intended use and media. At the discretion of museum staff.

Group Programs & Tours

SERVICE	BASE FEE	HOUR	INCLUDED IN FEE
Parties – room rental with activity	\$250.00 Extra participants are \$12/per person	3	Includes 15 children + 2 adults, if for minors
Group Guided Tours	\$10 /person	1	Minimum group number is 6
Outreach Speaker - Non-Profit	\$3.50 /attendee	1.5	Museum staff go off-site to deliver a talk
Outreach Speaker - For-Profit	\$7 /attendee	1.5	Museum staff go off-site to deliver a talk
School Programs	Full day - \$14 Half Day - \$7	3-5	Full day is 5 hours; half day is 3 hours

AND THAT necessary by-law be presented to Council.

22. **COMMUNITY DEVELOPMENT & TOURISM – February 23, 2023 – ITEM #8**
Lake Erie Source Protection Member Nomination

THAT the correspondence from Grand River Conservation Authority, Township of Melancthon and Township of Amaranth, regarding appointing a member to the Lake Erie Source Protection, be received;

AND THAT Dufferin County nominate John Sepulis to be the Group 1 (Grey, Dufferin, Wellington, Halton) municipal representative on Lake Erie Region Source Protection Committee (SPC).

23. COMMUNITY DEVELOPMENT & TOURISM – February 23, 2023 – ITEM #9
Lake Simcoe Region Conservation Authority

THAT the correspondence from the Lake Simcoe Region Conservation Authority, dated February 14, 2023, regarding the Protection of raw sources of municipal drinking water through the Drinking Water Source Protection Program, be received.

24. **Manager of Corporate Finance, Treasurer’s Report – 2022 Statement of Council Remuneration and Expenses Paid**

A report from the Manager of Corporate Finance, Treasurer, dated March 9, 2023, to present to Council the Statement of the Treasurer of the Remuneration and Expenses paid to Members of Council, required by Section 284 (1) of the Municipal Act, 2001, for 2022.

Moved by Councillor Nix, seconded by Councillor Hall

THAT the report on 2022 Statement of Council Remuneration and Expenses Paid, from the Manager of Corporate Finance, Treasurer, dated March 9, 2023, be received.

-Carried-

25. **Administrator of Dufferin Oaks’ Report – Dufferin Oaks Declaration of Compliance**

A report from the Administrator of Dufferin Oaks, dated March 9, 2023, regarding the annual declaration of compliance of the Long Term Care Home Service Accountability Agreement (LSAA).

Moved by Councillor White, seconded by Councillor Hawkins

THAT the report of the Administrator of Dufferin Oaks, dated March 9, 2023, regarding the Declaration of Compliance, be received;

AND THAT Council authorize the Warden to sign the Declaration on behalf of Council for submission to Ontario Health – Central Region.

-Carried-

26. **Director of Development & Tourism’s Report – Municipal Comprehensive Review (MCR) Phase II Official Plan Amendment (OPA) - Schedule B, C, and E Changes**

A report from the Director of Planning & Tourism, dated March 9, 2023, to present the proposed second Official Plan Amendment (OPA) for the Dufferin County Municipal Comprehensive Review (MCR) to County Council for their review.

Moved by Councillor Nix, seconded by Councillor White

THAT the report of the Director of Development and Tourism, "Municipal Comprehensive Review (MCR) Phase II Official Plan Amendment (OPA) - Schedule B, C, and E Changes", dated March 9, 2023, be received;

AND THAT staff be directed to submit the draft Municipal Comprehensive Review Phase II Official Plan Amendment – Schedule B, C, and E Changes and related draft Official Plan Amendment to the Province for review.

-Carried-

27. **Chief Administrative Officer’s Report – Monthly Report from Outside Boards**

A report from the Chief Administrative Officer, dated March 9, 2023, to provide Council with an update of activities from outside boards and agencies.

Moved by Councillor Post, seconded by Councillor Rentsch

THAT the report of the Chief Administrative Officer, dated March 9, 2023, with respect to Reports from Outside Boards, be received.

-Carried-

28. **Director of People & Equity’s Report – Dufferin County Equity Audit: Results of the Fall 2022 Audit**

A report from the Director of People and Equity, dated March 9, 2023, to provide the complete findings of the Dufferin County Equity Audit conducted in the Fall of 2022.

Moved by Councillor Taylor, seconded by Councillor White

THAT the report of the Director of People & Equity, dated March 3, 2023, regarding the Dufferin County Equity Audit Findings Report be received;

AND THAT staff be directed to report back to Council with a Draft Equity Strategy.

-Carried-

CORRESPONDENCE

29. **Town of Caledon**

Correspondence from the Town of Caledon, dated January 23, 2023, regarding appointing a staff representative to serve on the Dufferin Municipal Provincial Offences Act Board.

Moved by Councillor Creelman, seconded by Councillor Gerrits

THAT the correspondence from the Town of Caledon, dated January 23, 2023, regarding appointment of a staff representative to serve on the Dufferin Municipal Provincial Offences Act Board, be received;

AND THAT Dufferin County Clerk, Michelle Dunne, be appointed as the representative on the Dufferin Municipal Provincial Offences Act Board.

-Carried-

30. **Association of Municipalities Ontario (AMO)**

Correspondence from AMO, dated February 13, 2023, regarding its pre-budget submission to the Standing Committee on Finance and Economic Affairs and a request for members to pass a resolution regarding homelessness.

Moved by Councillor White , seconded by Councillor Post

WHEREAS the homeless crisis is taking a devastating toll on families and communities, undermining a healthy and prosperous Ontario;

WHEREAS the homeless crisis is identified as a priority need in various arenas, such as Provincially mandated Housing and Homelessness Plans and Community Safety and Well-Being Plans;

WHEREAS the homelessness crisis is the result of the underinvestment and poor policy choices of successive provincial governments;

WHEREAS homelessness requires a range of housing, social service and importantly health solutions from government;

WHEREAS homelessness is felt most at the level of local government and the residents that they serve;

WHEREAS designated Service Managers and their local communities are doing their part, but do not have the resources, capacity or tools to address this complex challenge; and,

WHEREAS leadership and urgent action is needed from the provincial government on an emergency basis to develop, resource, and implement a comprehensive plan to prevent, reduce and ultimately end homelessness in Ontario;

THEREFORE BE IT RESOLVED THAT the County of Dufferin calls on the Provincial Government to urgently:

- a. Acknowledge that homelessness in Ontario is a social, economic, and health crisis;**
- b. Commit to ending homelessness in Ontario;**
- c. Work with AMO and a broad range of community, health, Indigenous and economic partners to develop, resource, and implement an action plan to achieve this goal;**

AND FURTHER THAT a copy of this motion be sent to the Minister of Municipal Affairs and Housing; the Minister of Children, Community and Social Services; the Minister of Health; the Association of Municipalities of Ontario, the Ontario Municipal Social Services Association and the Western Ontario Warden's caucus.

-Carried-

NOTICE OF MOTIONS

31. **Moved by Councillor Gerrits, seconded by Councillor Taylor**

THAT Council suspend the requirement in Section 19.7 of the Procedural By-law.

-Carried-

32. **Moved by Councillor Post, seconded by Councillor Taylor**

WHEREAS driver and pedestrian safety is a priority of our Council;

AND WHEREAS Provincial Highway 10, from the northern border of Brampton to the northern border of Dufferin County, contains various uses such as urban and rural and experiences high traffic volumes, chronic speeding, and an increased number of commercial vehicles;

AND WHEREAS the projected growth will continue to exasperate these issues;

AND WHEREAS our neighbours to the South in the Town of Caledon have recently made a delegation at ROMA to ask the Province to work with the Town of Caledon to develop a terms of reference for a traffic and road safety study to be funded by the MTO, of the entire length of Highway 10 within Caledon;

AND WHEREAS the County of Dufferin would benefit from such a traffic and road safety study being done including the length of Highway 10 within the County of Dufferin;

THEREFORE BE IT RESOLVED that a letter of support be provided to the Town of Caledon regarding their request to the Province on behalf of Council;

AND FURTHER request that the Town of Caledon include the portion of Highway 10 that runs through the County of Dufferin in the proposed study;

AND THAT County of Dufferin staff be available for consultation as part of this project;

AND THAT a copy of the letter of support be sent to Premier Doug Ford, Deputy Premier, Sylvia Jones, Minister of Transportation, Caroline Mulroney, the Town of Caledon and all municipalities in Dufferin County.

-Carried-

33. **Moved by Councillor Creelman**

WHEREAS it is desirous to ensure municipalities in Dufferin County are purchasing goods and services in the most cost effective and efficient way;

AND WHEREAS, cost economies and efficiencies may be realized through group purchasing and participation with Group Purchasing Organizations (GPOs) such as the Canoe Procurement Group of Canada (LAS/AMO), Sourcewell, Kinetic as well as federal and provincial organized buying opportunities to name but a few examples;

AND WHEREAS group purchase of goods and services by Dufferin municipalities appears fragmented and, at the very least, better explained and promoted;

THEREFORE BE IT RESOLVED that Council receive a report from municipal staff indicating the following information:

- **GPOs and others engaged by the municipality to realize group purchasing opportunities**
- **Examples of group purchasing experiences over the previous calendar year and where possible, information regarding outcomes**
- **Targets and objectives for the upcoming year to achieve economies and efficiencies in the purchase of goods and services for the municipality;**

AND THAT such a report be presented to Council ideally along with the annual budget but no later than May 1st of every year.

34. **MOTIONS**

35. **CLOSED SESSION**

Moved by Councillor Hall, seconded by Councillor Gerrits

THAT the Closed Session minutes from the February 9, 2023 meeting of Council, be adopted.

-Carried-

36. **BY-LAWS**

- 2023-12 A by-law to amend By-Law 2019-10 requiring pre-consultation on Planning Act applications in the County of Dufferin. (Pre-Consultation By-Law)
Authorization: Community Development & Tourism – February 23, 2023
- 2023-13 A by-law to amend By-Law 2015-38, tariff of fees for planning matters in the County of Dufferin. (Amend Schedule A)
Authorization: Community Development & Tourism – February 23, 2023
- 2023-14 A by-law to adopt the estimates for the sums required during the year 2023 for general purposes of the Corporation of the County of Dufferin.
Authorization: Council – February 23, 2023
- 2023-15 A by-law to set tax ratios, and to set tax rate reductions, for prescribed property subclasses, for County purposes and lower-tier municipal purposes, for the year 2023.
Authorization: Council – February 23, 2023
- 2023-16 A by-law to establish property tax rates for upper-tier (County) purposes for the year 2023.
Authorization: Council – February 23, 2023
- 2023-17 A by-law to provide tax relief to certain low-income seniors and low-income persons with disabilities, who are owners of real property in the County of Dufferin, for the year 2023.
Authorization: Council – February 23, 2023
- 2023-18 A by-law to amend By-Law 2015-41, fees and charges for services and activities provided by the County of Dufferin. (Schedule "A" – Museum of Dufferin)
Authorization: Community Development & Tourism – February 23, 2023

2023-19 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 (Dufferin Oaks Long Term Care Home) and the Ontario Nurses Association (ONA). (Memorandum of Understanding – Collective Agreement)
Authorization: Council – February 9, 2023

Moved by Councillor Post, seconded by Councillor Creelman

THAT By-Law 2023-12 through to 2023-19, inclusive, be read a first, second and third time and enacted.

-Carried-

37. **OTHER BUSINESS**

Councillor White thanked the Museum of Dufferin staff for the recent exhibit opening of “Our Story: Past and Present” on March 3, 2023.

Councillor White would also directed staff to request a delegation at the upcoming Ontario Good Roads Association (OGRA) Conference regarding homelessness.

38. **CONFIRMATORY BY-LAW**

2023-20 A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on March 9, 2023.

Moved by Councillor Gerrits, seconded by Councillor Taylor

THAT By-Law 2023-20, be read a first, second and third time and enacted.

-Carried-

39. **ADJOURNMENT**

Moved by Councillor Gardhouse, seconded by Councillor Soloman

THAT the meeting adjourn.

-Carried-

The meeting adjourned at 9:28 p.m.

Next meeting: Thursday, April 13, 2023
W & M Edelbrock Centre, Dufferin Room, 30 Centre Street,
Orangeville ON

Wade Mills, Warden

Michelle Dunne, Clerk



DUFFERIN COUNTY COUNCIL MINUTES – SPECIAL MEETING

Thursday, April 4, 2023 at 6:00 p.m.

W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville ON

Council Members Present:

Warden Wade Mills (Shelburne)
Councillor John Creelman (Mono)
Councillor Guy Gardhouse (East Garafraxa)
Councillor Chris Gerrits (Amaranth)
Councillor Earl Hawkins (Mulmur)
Councillor Janet Horner (Mulmur)
Councillor Gail Little (Amaranth)
Councillor James McLean (Melancthon)
Councillor Fred Nix (Mono)
Councillor Lisa Post (Orangeville)
Councillor Philip Rentsch (Grand Valley)
Councillor Todd Taylor (Orangeville)
Councillor Darren White (Melancthon)

Council Members Absent:

Councillor Shane Hall (Shelburne)
Councillor Steve Soloman (Grand Valley)

Staff Present:

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

Warden Mills called the meeting to order at 6:04 p.m.

1. **LAND ACKNOWLEDGEMENT STATEMENT**

Warden Mills shared the Land Acknowledgement Statement.

2. **APPROVAL OF THE AGENDA**

Moved by Councillor White, seconded by Councillor Post

THAT the Agenda and any Addendum distributed for the April 4, 2023 meeting of Council, be approved.

-Carried-

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.

PRESENTATION AND CONSIDERATIONS OF REPORTS

4. **Strategic Plan Workshop**

A discussion lead by StrategyCorp regarding the draft Strategic Plan framework. Key insights from the community survey and an overview of the Strategic Plan Framework were presented. They discussed potential pillars within the strategic plan and priorities within them.

A 15-minute break was called (7:40 p.m.).

Council broke into working groups to discuss a mission, vision and values statement. StrategyCorp will summarize the discussion and provide Council with a summary.

5. **CONFIRMATORY BY-LAW**

2023-21 A by-law to confirm the proceedings of the Council of the Corporation of the County of Dufferin at its meeting held on April 4, 2023.

Moved by Councillor Creelman, seconded by Councillor McLean

THAT By-Law 2023-21, be read a first, second and third time and enacted.

-Carried-

6. **ADJOURNMENT**

Moved by Councillor Nix, seconded by Councillor Hawkins

THAT the meeting adjourn.

-Carried-

The meeting adjourned at 8:59 p.m.

Next meeting: Thursday, April 13, 2023
W & M Edelbrock Centre, Dufferin Room, 30 Centre Street,
Orangeville ON

Wade Mills, Warden

Michelle Dunne, Clerk



INFRASTRUCTURE & ENVIRONMENTAL SERVICES COMMITTEE MINUTES

Thursday, March 23, 2023 at 9:00 a.m.

The Committee met at 9:00 a.m. at the W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville.

Members Present:

- Councillor Chris Gerrits (Chair)
- Councillor Shane Hall
- Councillor Janet Horner
- Councillor James McLean
- Warden Wade Mills
- Councillor Fred Nix
- Councillor Steve Soloman
- Councillor Todd Taylor

Staff Present:

- Sonya Pritchard, Chief Administrative Officer
- Michelle Dunne, Clerk
- Scott Burns, Director of Public Works/County Engineer
- Rebecca Whelan, Deputy Clerk
- Sara MacRae, Manager of Climate & Energy

Chair Gerrits called the meeting to order at 9:01 a.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Gerrits 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.

DELEGATION

1. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #1
The Dufferin Rooftop Recreational Riders Association

Lisa Thompson delegated to Committee on behalf of the Dufferin Rooftop Recreational Riders Association to seek permission to use the Dufferin Rail Trail.

Moved by Councillor Nix, seconded by Councillor Horner

THAT staff be authorized to enter into a Memorandum of Understanding with the Dufferin Rooftop Recreational Riders Association to use the Dufferin Rail Trail.

-Carried-

REPORTS

2. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #2
Climate Action Report Card – 2022

A report from the Director of Public Works/County Engineer, dated March 23, 2023, to summarize the 2022 Dufferin Climate Action Plan report card.

Moved by Warden Mills, seconded by Councillor Taylor

THAT Report, Climate Action Report Card - 2022, dated March 23, 2023, from the Director of Public Works/County Engineer, be received.

-Carried-

3. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #3
Financing the BetterHomes Dufferin Program

A report from the Director of Public Works/County Engineer, dated March 23, 2023, to outline the next steps to move the BetterHomes Dufferin program forward.

Moved by Councillor Horner, seconded by Councillor Taylor

THAT Report, Financing the BetterHomes Dufferin Program, dated March 23, 2023, from the Director of Public Works/County Engineer, be received;

THAT staff be approved to advance an application to the Federation of Canadian Municipalities (FCM) Community Energy Financing Program;

AND THAT \$3.75 million from reserves be committed as recoverable debt for the BetterHomes Dufferin Program to be eligible for the maximum FCM funding of \$15 million.

-Carried-

4. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #4**
Dufferin County Forest Advisory Team (DCFAT) Restructure

A report from the Director of Public Works/County Engineer, dated March 23, 2023, to present an expanded terms of reference and subsequent restructuring of the Dufferin County Forest Advisory Team.

Moved by Councillor McLean, seconded by Councillor Hall

THAT the report of the Director of Public Works/County Engineer, dated March 23, 2023, Dufferin County Forest Advisory Team - Restructure, be received;

AND THAT the Terms of Reference for the Dufferin Outdoor Recreation Advisory Team be approved;

AND THAT staff be directed to establish the Dufferin Outdoor Recreation Advisory Team in accordance with the approved Terms of Reference.

-Carried-

5. **INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #5**
Dufferin County Forest Annual Report – 2022

A report from the Director of Public Works/County Engineer, dated March 23, 2023, to provide Council with the 2022 Dufferin County Forest Annual Report for 2022.

Moved by Councillor Nix, seconded by Warden Mills

THAT the report of the Director of Public Works/County Engineer, dated March 23, 2023, Dufferin County Forest Annual Report – 2022, be received.

-Carried-

6. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #6
Blue Box Transition Update – March 2023

A report from the Director of Public Works/County Engineer, dated March 23, 2023, to provide an update on transitioning the Blue Box program to producer responsibility.

Moved by Councillor McLean, seconded by Councillor Soloman

THAT the report of the Director of Public Works/County Engineer, dated March 23, 2023, Blue Box Transition Update – March 2023, be received.

-Carried-

7. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #7
Capital Project Update – March 2023

A report from the Director of Public Works/County Engineer, dated March 23, 2023, to summarize the road and bridge work for the upcoming construction season.

Moved by Councillor Nix, seconded by Councillor Hall

THAT the report of the Director of Public Works/County Engineer, dated March 23, 2023, Capital Project Update – March 2023, be received.

-Carried-

CORRESPONDENCE

8. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #8
Township of Amaranth

Correspondence was presented from the Township of Amaranth, dated October 31, 2022, containing a resolution to request installation of a four-way stop sign at the intersection of County Road 12 and 20th Sideroad and request the flashing red light be changed to flash red on all sides.

9. INFRASTRUCTURE & ENVIRONMENTAL SERVICES – March 23, 2023 – ITEM #9
Township of Amaranth

Correspondence was presented from the Township of Amaranth, dated January 20, 2023, containing a resolution to request a lower speed limit on County Road 11 between County Road 109 and 5 Sideroad and a no passing zone be implemented.

The meeting adjourned at 10:14 a.m.

NEXT MEETING: Thursday, April 27, 2023
W & M Edelbrock Centre, Dufferin Room, 30 Centre Street,
Orangeville ON

Respectfully submitted,

.....
Councillor Chris Gerrits, Chair
Infrastructure & Environmental Services Committee



GENERAL GOVERNMENT SERVICES COMMITTEE MINUTES

Thursday, March 23, 2023 at 11:30 a.m.

The Committee met at 11:30 a.m. at the W & M Edelbrock Centre, Dufferin Room, 30 Centre Street, Orangeville.

Members Present:

Councillor John Creelman (Chair)
Councillor Guy Gardhouse
Councillor Chris Gerrits
Councillor Shane Hall
Warden Wade Mills
Councillor Philip Rentsch
Councillor Steve Soloman
Councillor Todd Taylor

Staff Present:

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

Chair Creelman called the meeting to order at 11:30 a.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair Creelman shared the Land Acknowledgement Statement.

ROLL CALL

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

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

PUBLIC QUESTION PERIOD

There were no questions from the public.

REPORTS

1. GENERAL GOVERNMENT SERVICES – March 23, 2023 – ITEM #1
2022 Year End Report

A report and presentation from Jennifer Payne, Executive Director, Headwaters Communities In Action, dated March 23, 2023, to provide a year-end report for 2022.

Moved by Warden Mills, seconded by Councillor Gardhouse

THAT the report from Headwaters Communities In Action, dated March 23, 2023, regarding the 2022 year-end report, be received.

-Carried-

2. GENERAL GOVERNMENT SERVICES – March 23, 2023 – ITEM #2
Revisions to the Municipal Emergency Readiness Fund

A report from the Manager – Preparedness, 911 & Corporate Projects, dated March 23, 2023, to propose amendments to the current Municipal Emergency Readiness Fund.

Moved by Warden Mills, seconded by Councillor Gardhouse

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated March 23, 2023, regarding Revisions to the Municipal Emergency Readiness Fund, be approved;

AND THAT the revisions to the Municipal Emergency Readiness Fund be incorporated as proposed in this report effective April 14, 2023.

IN AMENDMENT

Moved by Councillor Rentsch, seconded by Councillor Gerrits

THAT the following proposed changes be removed:

- Limiting municipal requests to once every two (2) years
- Establishing a project completion deadline of 12 months

-Carried-

MAIN MOTION AS AMENDED

THAT the report of the Manager – Preparedness, 911 & Corporate Projects, dated March 23, 2023, regarding Revisions to the Municipal Emergency Readiness Fund, be approved;

AND THAT the revisions, as amended, to the Municipal Emergency Readiness Fund be incorporated as proposed in this report effective April 14, 2023.

-Carried-

3. GENERAL GOVERNMENT SERVICES – March 23, 2023 – ITEM #3
People & Equity: 2022 Activity Report

A report from the Director of People & Equity, dated March 23, 2023, to provide an update of the projects, initiatives and core services provided by the People & Equity Department.

Moved by Councillor Gerrits, seconded by Councillor Hall

THAT the report of the Director People & Equity titled 2022 Activity Report, dated March 23, 2023, be received.

-Carried-

4. GENERAL GOVERNMENT SERVICES – March 23, 2023 – ITEM #4
Advisory Committee Update: Recommended Appointments & Selection Process

A report from the Director of People & Equity, dated March 23, 2023, to provide council with an update about the recommended appointments of public members that applied to be members of both the Diversity Equity Inclusion Community Advisory Committee (DEICAC) and the Access Dufferin Accessibility Advisory Committee.

Moved by Councillor Rentsch, seconded by Councillor Hall

THAT the report of the Director People & Equity, titled Advisory Committee Updates: Recommended Appointments & Selection Process, dated March 23, 2023, be received;

AND THAT the following people be appointed to the Access Dufferin Accessibility Advisory Committee and the Diversity Equity Inclusion Community Advisory Committee:

Accessibility Advisory Committee

- **Diane Bailey**
- **Trevor Lewis**
- **David Vahey**

Diversity Equity Inclusion Community Advisory Committee

- **Sabina Greenley**
- **Arvandi Komal**
- **Trisha Linton**
- **Jordan Anthony Paltooram-Dedier**

-Carried-

NOTICE OF MOTIONS

Moved by Councillor Creelman

WHEREAS it is desirous to ensure municipalities in Dufferin County are purchasing goods and services in the most cost effective and efficient way;

AND WHEREAS, cost economies and efficiencies may be realized through group purchasing and participation with Group Purchasing Organizations (GPOs) such as the Canoe Procurement Group of Canada (LAS/AMO), Sourcewell, Kinetic as well as federal and provincial organized buying opportunities to name but a few examples;

AND WHEREAS group purchase of goods and services by Dufferin municipalities appears fragmented and, at the very least, better explained and promoted;

THEREFORE BE IT RESOLVED THAT Council receive a report from municipal staff indicating the following information:

- GPOs and others engaged by the municipality to realize group

- purchasing opportunities
- Examples of group purchasing experiences over the previous calendar year and where possible, information regarding outcomes
- Targets and objectives for the upcoming year to achieve economies and efficiencies in the purchase of goods and services for the municipality;

AND THAT such a report be presented to Council no later than July 1st of every year.

ADJOURNMENT

The meeting adjourned at 12:27 p.m.

NEXT MEETING: Thursday, April 27, 2023
W & M Edelbrock Centre, Dufferin Room, 30 Centre Street,
Orangeville ON

Respectfully submitted,

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



HEALTH & HUMAN SERVICES COMMITTEE MINUTES

Thursday, March 23, 2023 at 1:00 p.m.

The Committee met at 1:00 p.m. at the W & M Edelbrock Centre, 30 Centre St, Orangeville.

Members Present: Councillor Darren White (Chair)
Councillor Guy Gardhouse
Councillor Earl Hawkins
Councillor Gail Little
Councillor James McLean
Warden Wade Mills
Councillor Fred Nix
Councillor Lisa Post
Councillor Philip Rentsch

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

Chair White called the meeting to order at 1:00 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

Chair White 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. HEALTH & HUMAN SERVICES – March 23, 2023 – ITEM #1
2022 Resident & Family Satisfaction Survey

A report from the Administrator of Dufferin Oaks, dated March 23, 2023, to outline the results of the Resident and Family Satisfaction Survey that is conducted at Dufferin Oaks each year.

Moved by Councillor Nix, seconded by Councillor Hawkins

THAT the report of the Administrator, dated March 23, 2023, with regards to the Dufferin Oaks 2022 Resident and Family Satisfaction Survey, be received.

-Carried-

2. HEALTH & HUMAN SERVICES – March 23, 2023 – ITEM #2
2023 Accreditation Report

A report from the Administrator of Dufferin Oaks, dated March 23, 2023, to review the recent accreditation completed by Dufferin Oaks.

Moved by Councillor Post, seconded by Councillor McLean

THAT the report of the Administrator, dated March 23, 2023, regarding the 2023 Accreditation Report, be received.

-Carried-

Councillor Rentsch left the meeting at 1:13 p.m.

3. HEALTH & HUMAN SERVICES – March 23, 2023 – ITEM #3
Quarterly Community Services Activity Report – Fourth Quarter 2022

A report from the Director of Community Services, dated March 23, 2023, to provide Council with quarterly infographics that summarize the work undertaken by the Community Services Department, across Housing Services, Ontario Works and Early Years and Child Care (EYCC) Divisions.

Moved by Councillor Little, seconded by Councillor Post

THAT the report of the Director, Community Services, titled Quarterly Community Services Activity Report – Fourth Quarter, 2022, dated March 23, 2023, be received.

-Carried-

Councillor Rentsch returned to the meeting at 1:17 p.m.

4. HEALTH & HUMAN SERVICES – March 23, 2023 – ITEM #4
Reallocation of Funding Notice

A report from the Administrator of Dufferin Oaks, dated March 23, 2023, to inform committee members of the Ministry of Health's Reallocation of Funding notice that has been received by staff.

Moved by Councillor Little, seconded by Warden Mills

THAT the report of the Administrator, dated March 23, 2023, regarding the Reallocation of Funding Notice be received;

AND THAT staff be directed to purchase a mobility van with funds allocated from Ontario Health.

-Carried-

ADJOURNMENT

The meeting adjourned at 1:33 p.m.

NEXT MEETING: Thursday, April 27, 2023
W & M Edelbrock Centre, 30 Centre St, Orangeville

Respectfully submitted,

.....
Councillor Darren White, Chair
Health and Human Services Committee



Report To: Warden Mills & Members of County Council

Meeting Date: April 13, 2023

Subject: Dufferin County Official Plan Amendment No. 02

From: Cody Joudry, Director of Planning and Tourism

Recommendation

THAT the report from the Director of Planning and Tourism, dated April 13, 2023, Dufferin County Official Plan Amendment No. 02 (Municipal Comprehensive Review, Phase 1 Growth Management), be received;

AND THAT the necessary bylaw be presented to County Council to adopt the proposed County of Dufferin Official Plan Amendment No. 02 (Municipal Comprehensive Review, Phase 1 Growth Management);

AND THAT Notice of Adoption of County of Dufferin Official Plan Amendment No. 02 (Municipal Comprehensive Review, Phase I Growth Management) be provided in accordance with the Planning Act;

AND THAT the Official Plan Amendment record of adoption be forwarded to the Minister of Municipal Affairs and Housing for approval.

Executive Summary

The purpose of the Official Plan Amendment No. 02 is to update the policies and forecast tables of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review (MCR).

The requested adoption of the Official Plan Amendment (OPA) relates to the following matters:

- Population and employment forecasts for 2051;

- Population distribution;
- Minimum intensification targets;
- Greenfield Residential Land Needs projections; and
- Changes to the growth policy related definitions.

Background & Discussion

The proposed amendment represents Phase I of the MCR, which focuses on the population and employment growth of Dufferin County until 2051. This amendment achieves the County's requirements under Provincial policy and the Growth Plan in terms of forecasted population and job growth, plus additional growth for Grand Valley as outlined in the report titled: 22-08-18 Land Needs Analysis and OPA.

This initial amendment is one of a few required to complete the County's MCR. Further recommendations related to mapping (e.g. settlement area boundary expansions, prime ag., and employment areas) will be proposed in an update to the County Official Plan Land Use Designations Schedules and will take place as part of the future Phase II MCR OPA, anticipated to occur in July 2023. For clarity, Council has approved submitting the draft mapping to MMAH for comment, which is required prior to Council being able to consider it for adoption.

County Staff circulated the draft Phase I OPA, which included the additional allocations requested by Grand Valley, to MMAH on September 27, 2022. While no written comments by MMAH were received on the submission, the 120-day review period has passed. This means Council can adopt the OPA (although it still requires Minister approval). It should be noted conversations with Provincial staff who reviewed the OPA seemed generally positive about the draft OPA despite the County not receiving any written feedback.

Approval Process

Upon OPA No. 2 (Phase I OPA) being adopted by the County Council, the proposed amendment will be sent to MMAH for approval. The Minister has 120 days to review and approval of this OPA document and the policies included within. The Minister can also amend the OPA and approve it without consultation or reject it.

Next Steps

Future amendments to the County Official Plan will follow subsequently to bring it to conformity by means of the MCR process. That will include updates to the County Official Plan policy framework through OPA Phase III (currently in review) as well as OPA Phase II - Schedules and Maps that was submitted to MMAH for review in March 2023.

Consultation

The County MCR team had frequent individual and joined consultation meetings with specific local municipalities involving their senior staff and elected representatives of local council to discuss and address some of the LNA outcomes that informed the amendment proposed in Phase I OPA - Growth Management.

The following is a timeline of the public stakeholder consultation undertaken relating to the proposed amendment:

Date	Meeting	Topics
March 3 rd , 2020	Public Open House	MCR – visiting and workshop
July 9 th , 2020	Council Meeting	Proposed Growth Plan presentation
January 27 th 2021	CTD Meeting	Summery of LNA presentation
October 14 th , 2021	Council Meeting	MCR – GPM update presentation
January 21 st , 2022	CTD Meeting	Draft LNA report
July 26 th , 2022	Public Information Center	Summery of LNA findings
August 18 th , 2022	Council Meeting	Staff report – OPA Phase I

Financial, Staffing, Legal, or IT Considerations

None at this time.

In Support of Strategic Plan Priorities and Objectives

Economic Vitality – promote an environment for economic growth and development
 Good Governance - ensure transparency, clear communication, prudent financial management

Respectfully Submitted By:

Cody Joudry, Director of Planning and Tourism

Prepared by:
 Silva Yousif, Senior Planner

Attachments:

- Staff Report 22-08-18 Land Needs Analysis and OPA
- Public Comments response – June 14, 2021
- OPA No. 2
- Bylaw 2023-25 – OPA No.2

Reviewed by: Sonya Pritchard, Chief Administrative Officer



REPORT TO COUNCIL

To: Warden Mills and Members of Council

From: Cody Joudry, Director of Development and Tourism

Meeting Date: August 18, 2022

Subject: **Land Needs Analysis(LNA) and Official Plan Amendment (OPA)**

In Support of Strategic Plan Priorities and Objectives:

Economic Vitality – promote an environment for economic growth & development

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

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

Purpose

The purpose of this report is to outline the Land Needs Analysis, which is the first phase of the Municipal Comprehensive Review.

Background & Discussion

Planning consultants WSP were retained to conduct the Municipal Comprehensive Review (MCR) for Dufferin County. The MCR is a process that upper- and single-tier municipalities use to ensure their official plans conform with the policies in the Growth Plan. The Growth Plan emphasizes the optimization of existing urban land supply and represents an intensification first approach to development, meaning utilizing existing infrastructure and public service facilities. An MCR results in a new official plan or official plan amendment that comprehensively applies all the policies of the Growth Plan, and which is then submitted to the Province for approval. The process involves a series of studies, analyses and other similar work to identify all the changes Dufferin County Council would need make to its Official Plan to conform.

In the Growth Plan (*A Place to Grow - Growth Plan for the Greater Golden Horseshoe (Consolidation 2020)*), the Province outlines their Guiding Principles (1.2.1). The following principles are the most notable and relevant to this report:

- Prioritize intensification and higher densities in strategic growth areas to make efficient use of land and infrastructure and support transit viability.
- Support a range and mix of housing options, including additional residential units and affordable housing, to serve all sizes, incomes, and ages of households.
- Support and enhance the long-term viability and productivity of agriculture by protecting prime agricultural areas and the agri-food network.

The first and most important study of the MCR is the Land Needs Analysis (LNA). The Province established the Land Needs Assessment Methodology for the Greater Golden Horseshoe (2020) which is what upper- and single-tier municipalities in the Greater Golden Horseshoe are required to use in order to assess the quantity of land needed to accommodate projected growth to 2051. The updated population and employment numbers were presented to Council in July 2020.

It is the Province's expectation, as directed in the Growth Plan, that Councils will submit changes to their Official Plan that implement the conclusions of their LNA. The methodology does mention that Municipalities may establish alternate growth scenarios that exceed the growth forecasts. The document outlines that "Municipal staff should engage provincial staff as they consider using alternate growth scenario in the land needs assessment". This is to say had Council chosen, they could have directed staff to discuss with Ministry of Municipal Affairs (MMAH) a population allocation for Dufferin County that exceeded what is contained with the Growth Plan prior to conducting the LNA.

The LNA (see attached) by WSP outlines the changes that would be required to be made to the Dufferin County Official Plan as the initial step required to conform with the Growth Plan. If Council approves changes that differ from the conclusions of the LNA, the corresponding draft Official Plan Amendment will not conform (as required) with the Provincial Growth Plan. It's important to note Council cannot approve the OPA at this point but only direct staff what to submit to the Province for their review and approval.

Municipal Consultation

A copy of the draft LNA was circulated to Municipalities and presented to the Community Development and Tourism (CDT) and subsequently to County Council in January and February 2022. This draft LNA was also previously presented to Municipality's at a Planners

of Dufferin meeting. Following this each Municipality was sent a letter from the Dufferin County Director of Development and Tourism requesting feedback on the LNA.

In their response, the Town of Grand Valley indicated their desire for additional land for residential and employment but did not indicate population and job numbers. The map of lands includes 8 lots totaling 234 hectares (ha). It's important to note the LNA process starts with overall County-wide forecast of population and jobs (not land), and then models growth using a formula, and guidelines from the Province (i.e. intensification targets).

In response to feedback receive from all Municipalities, approximately 3,000 people (and related job) were removed from Shelburne's allocation. Half of this allocation was provided to Grand Valley, resulting in a 22% increase in population and 23% increase in employment. When the LNA process was applied again to determine land needs across the County, the land needs for Grand Valley did not increase. This essentially has to do with, intensification targets across different urban municipalities.

Staff and WSP further consulted Municipalities to identify additional land supply (zoned but not developed). Following that a new LNA was conducted. The conclusions outlined in the revised draft LNA were presented to the Planners of Dufferin (PoD). No major objections were noted from the Planners before being presented to CDT.

Grand Valley's Request

Rough estimates indicate the current delineated built-up area of Grand Valley is approximately 104ha and is home to approximately 1,350 residents. Minimum intensification targets, as directed by the Growth Plan, would add 2,738 people (and 462 jobs) for a total of 5450 people and jobs to the existing delineated built-up area, or 54 people and jobs per hectare (pj/ha).

The conclusion of the LNA is that Grand Valley would require an additional 59.6ha to accommodate an additional 1,856 people and jobs. This would result in Grand Valley a potential population of 10,900 people and 2,700 jobs by 2051 (or nearly tripling in size).

In reviewing the map Grand Valley provided, approximately 48.8ha appear relatively shovel-ready. Shovel-ready means near existing infrastructure or plans to built infrastructure that could accommodate this growth. This includes the Town's proposed park, Thomasfield's Mayberry Hill Phase 4, Corseed Phase 2, and Moco Phase 2.

Grand Valley has indicated the “gravel pit lands” are important to redevelop, but do contain a number of environmental constraints. The developer has indicated their initial analysis is approximately 45ha of that lot are likely developable due to these constraints. The Town and the developer have also discussed the potential for creating flood water retaining ponds that could be utilized to divert water when the Grand River appears primed to flood.

If included these lands, this would bring the total land base to approximately 93.7ha. These lands appear to represent the highest priority to the Town, are adjacent to the existing delineated built-up area, and appear logical in the order of a rationale outward expansion of the town. In addition, this approach would limit utilizing agricultural land.

Risks in Deviation from LNA Conclusions

The following outlines the broad level risks Council may choose to consider if proceeding with direction that deviates from the LNA’s conclusions.

Delays

If Council endorses a plan that varies from the LNA conclusions there is a risk this will result in further delays. Those delays could come in the form of the Province: extending its review period; forwarding the matter to the Land Tribunal; or requesting Dufferin County redo the Land Needs Analysis.

Density

With additional legislative measures in place, it’s likely most of the developments Grand Valley will receive, with such an abundance of developable land, are low density housing. This would lead to increased spending per capita over time. See the study Relationship between Density and per Capita Municipal Spending in the United States by J. Mattson.

Disadvantaged

Developers have indicated lower density housing provides the greatest profit. In an environment with a limited number of developers, if any Municipality were provided an extraordinary allotment of developable land, it’s possible this may disadvantage surrounding Municipalities by making them less attractive since the majority of the opportunities there would be related to intensification.

Separately the Province may require Dufferin County to remove additional allocations from Shelburne and/or Orangeville to make up for additional allocations to Grand Valley.

However, it is more likely they would require redoing the LNA with additional allocation which would spread additional growth across the County and not just to Grand Valley.

Options

The following outlines potential options Council may choose to consider.

Option 1: Implement the LNA as Recommended

Staff recommend this option as it aligns with direction received from the Province and utilizes established processes to achieve Grand Valley's goal.

In an effort to expedite the Official Plan Amendment process and to better understand the opportunity for additional growth and land allocation in Grand Valley, Council may wish to request a meeting with the Minister of Municipal Affairs and Housing to discuss the opportunity for additional growth being allocated to Dufferin County (specifically Grand Valley) and options for how that growth can be accommodated.

Actions:

- 1) Council direct staff to submit the LNA, and related OPA required to implement it, to the Province for their consideration.
- 2) Dufferin County request meeting with MMAH Minister to discuss additional growth for Grand Valley

Pros

- Likely to be approved by the Province without changes or delays
- Provides Grand Valley additional lands to continue to develop
- All Municipalities are on similar footing

Cons

- In the immediate, Grand Valley does not grow as quickly as they would prefer
- Grand Valley does not support this approach

Option 2: Moderate Additional Allocation

To meet the Province's intensification target, 40% of growth (people and jobs) needs to be directed to the current urban delineated built-up area. To add an additional 34.1ha of land, as outlined above, Grand Valley would need an additional allocation of approximately 1,100 people and jobs. These are rough estimates and not defensible.

Actions

1) Council direct staff to submit the LNA, and related OPA plus an additional allocation of 34.1ha of land and 1,100 people and jobs to Grand Valley's allocation, to the Province for their consideration. (Note these are not defensible allocations as they do not comply with Provincial guidelines and policy to MMAH.)

Pros

- Provides Grand Valley greater lands to develop and grow
- Provides opportunity to develop all lands Grand Valley has identified that are adjacent to the current delineated built-up area
- Potentially helps mitigate flooding issues in Grand Valley without limiting growth in other areas
- Opportunity for Grand Valley to grow in addition to this increased allocation through the Provincial framework.

Cons

- Does not conform to the Growth Plan or LNA Methodology
- Potential delays in the MCR
- Some impact on the likelihood of an increase in lower density developments and less housing options being developed
- Reduces likelihood of intensification in Grand Valley therefore increasing costs down the road
- Grand Valley does not support this approach
- Increased usage of Prime Ag.

Option 3: Full Request Endorsed

In this option Council proceeds with the endorsing changes to the allocation in its Official Plan Amendment that provide Grand Valley an allocation of 235ha instead of the LNA's conclusion of 59ha.

Actions

- 1) Council direct staff to submit the LNA, and related OPA 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. (Note these are not defensible allocations to MMAH.)
- 2) County and Grand Valley work collaboratively with MMAH to initiate an additional boundary adjustment within the framework developed by the Province.

Pros

- Provides Grand Valley significant opportunity to grow
- All developers are happy with holdings in Grand Valley are happy
- Potentially helps mitigate flooding issues in Grand Valley without limiting growth in other areas

Cons

- Does not conform to the Growth Plan or LNA Methodology
- Potential delays in the MCR
- Impacts on the likelihood of an increase in lower density developments and less housing options being developed
- Potentially negatively impacting surrounding Municipalities
- Significantly reduces likelihood of intensification in Grand Valley
- Increased usage of Prime Ag.

Financial, Staffing, Legal, or IT Considerations

Options provided earlier in the recommendation section of this report might have implications on the initial MCR budgeting. Staff will need to engage the planning consultant to further review and evaluate the deliverables that may be requested by the Province to rationalize any or all the Official Plan Amendments that are outside of the

LNA's conclusions. This applies to Options 2 and 3. This review work is could cause further delays to the MCR timelines and subsequent OPAs.

Recommendation

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.

Respectfully Submitted By

Cody Joudry
Director of Development and Tourism

Attachments:

- Draft Land Needs Analysis
- Employment Land Supply Maps
- Residential and Commercial Land Supply Maps
- Draft Official Plan Amendment

**AMENDMENT NO. 2
TO THE
DUFFERIN COUNTY
OFFICIAL PLAN**

Location: This Official Plan Amendment applies to the entire corporate limits of the County of Dufferin.

Date: April 13, 2023

Approval Authority: Ontario Ministry of Municipal Affairs and Housing

AMENDMENT NO. 2

To the Dufferin County Official Plan

The attached, constituting Amendment No. 2 to the Dufferin County Official Plan, as authorized by the provisions of Section 22 of the Planning Act, R.S.O. 1990, c.P.13, was adopted by Council of Dufferin County by By-law 2023-25 on the 13th day of April, 2023 in accordance with the Planning Act, R.S.O. 1990, c.P.13.

DRAFT

AMENDMENT NO. 2

To the Dufferin County Official Plan

PART A - THE PREAMBLE - does not constitute part of this Amendment.

PART B - THE AMENDMENT - consisting of the text which constitutes Amendment No. 2

DRAFT

AMENDMENT NO. 2

To the Dufferin County Official Plan

PART A - THE PREAMBLE

1.0 PURPOSE AND EFFECT

The purpose and effect of the Official Plan Amendment is to update the policies and land use schedules of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review.

2.0 LOCATION

The Amendment applies to the entire corporate limits of Dufferin County.

3.0 BASIS OF THE AMENDMENT

The County of Dufferin Official Plan was adopted in 2015. New Official Plans are required to be reviewed and updated within ten years of adoption, however the release of an updated Growth Plan in 2017 included a requirement for upper-tier municipalities to update their Official Plans to conform by July 2, 2022. The 2020 consolidated Growth Plan for the Greater Golden Horseshoe (the Growth Plan) provided new population and employment forecasts for single- and upper-tier municipalities within the Growth Plan area, including The County of Dufferin and the conformity deadline of July 2, 2022 was retained.

The County undertook a comprehensive review to update population and employment growth allocation for each lower-tier municipality in the County and prepared a Land Needs Assessment to determine whether any expansion to settlement areas would be required to accommodate growth.

PART B - THE AMENDMENT

4.0 DETAILS OF THE AMENDMENT

The document known as the Dufferin County Official Plan hereby amended:

- 1) By deleting all instances of "The Growth Plan for the Greater Golden Horseshoe" and replacing them with "A Place to Grow: Growth plan for the Greater Golden Horseshoe".
- 2) In Section 3.2.1., by deleting "81,000 persons and 31,000 jobs to 2036" and replacing it with "99,000 residents and 40,700 jobs to the year 2051."
- 3) In Section 3.2.1, by deleting the county population and employment projections table (3.1) and replacing it with the following table:

County Population Distribution

Distribution of Population and Employment for the Greater Golden Horseshoe to 2051		
	Population	Employment
	2051	2051
County of Dufferin	99,000	40,700

* Note: Data is from Schedule 3 of a Place to Grow, Distribution of Population and Employment for the Greater Golden Horseshoe to 2051.

- 4) In Section 3.2.2., by deleting table 3.2a and 3.2b, respectively, and replacing them with the tables below:

Population by Municipality (2021 estimate and forecasted allocations to 2051))

Municipality	Population (Nearest 100)		
	2021 Estimate	2051 Allocated	2021-2051 Growth
Amaranth	4,500	8,300	3,800
East Garafraxa	2,900	3,900	1,000
Grand Valley	4,000	14,800	10,800
Melancthon	3,200	4,300	1,100
Mono	9,700	9,600	-100
Mulmur	3,700	4,500	800
Orangeville	31,000	38,500	7,400
Shelburne	9,400	15,100	5,700

Number of Job by Municipality (2021 estimate and forecasted allocations to 2051)

Municipality	Employment (Nearest 100)		
	2021 Estimate	2051 Allocated	2021-2051 Growth
Amaranth	1,300	2,500	1,200
East Garafraxa	700	1,000	300
Grand Valley	900	4,400	3,500
Melancthon	600	900	200
Mono	2,800	3,300	500
Mulmur	900	1,200	400
Orangeville	14,700	21,700	7,100
Shelburne	3,100	5,700	2,600

- 5) By deleting Section 3.2.2.c) in its entirety.
- 6) In Section 3.2.2(d), by deleting all instances of “the reserved” from the paragraph.
- 7) In Section 3.2.2. by inserting the following as policy 3.2.2.e) and the table below:

“To help achieve an appropriate mix of land uses, contributing to complete communities and employment needs, local municipalities should plan to accommodate Commercial, Institutional or Mixed-Use land uses equivalent to the land areas provided in the table below by 2051:”

Forecast Community Employment (Commercial, Institutional or Mixed-use lands) Land Needs by Municipality, to 2051.

	Net Hectares (surplus)	Gross Hectares (surplus)
Amaranth	8.4	10.5
East Garafraxa	2.6	3.2
Grand Valley	61.5	77.1
Melancthon	2.0	2.4
Mono	(4.8)	(6.0)
Mulmur	1.5	1.9
Orangeville	59.8	74.7
Shelburne	(1.9)	(2.4)

- 8) In Section 3.3.2 by deleting paragraph (e) and replacing it with the following:

“Local municipalities shall plan to achieve the minimum intensification targets identified in Table 3.4, by permitting infill and redevelopment of vacant and/or

underutilized sites within the delineating built up areas in accordance with the intensification policies in Section 3.4.”

9) In Section 3.4.2., by deleting table 3.4 and replacing it with the table below.

Minimum Intensification Targets

Municipality	Minimum Intensification Target (%)
Dufferin County (overall)	40
Grand Valley	40
Orangeville	60
Shelburne	48

10) In Section 3.4.2., by deleting paragraph (a) and replacing it with the following:

“The County will encourage intensification within the existing built built-up areas to achieve provincially-mandated minimum intensification targets. Local municipalities will achieve the minimum intensification targets as identified in Table 3.4.”

11) In Section 3.4.3., delete table 3.5 and replace with the table below.

Greenfield Residential Land Needs Projection

Municipality	Population Capacity Estimate	Minimum Resident & Work From Home Jobs Per Hectare Assumption	Estimated Residential Land Need (Hectares)
Grand Valley	5600	32	234 including mapped environmental constraints
Orangeville	954	46	21 + mapped environmental constraints
Shelburne	2,429	41	59 + mapped environmental constraints
Total	5,063	43	118 + mapped environmental constraints

12) In Section 3.4.3 by adding the following to the end of paragraph (b):

"To meet the minimum Designated Greenfield Density targets, the Towns of Grand Valley, Orangeville and Shelburne should plan to accommodate the following numbers of people and jobs within their greenfield areas by 2051:

- i. Grand Valley – At least 5600 people and jobs to achieve a density target of 32 people and jobs per hectare.
- i. Orangeville – Approximately 7,038 people and jobs to achieve a density target of 46 people and jobs per hectare
- ii. Shelburne – Approximately 3,608 people and jobs to achieve a density target of 41 people and jobs per hectare.

Dufferin County MCR - Public Comments and Response

Commenter	Email	Address	Date Received	Theme	Comments	Response
[REDACTED]	[REDACTED]	[REDACTED], East Garafraxa, Ontario L9W 7E4	29-Jan-20		<p>First, I realize that the province decreed that only one Official Plan would be accepted from all Dufferin County; so the former eight separate municipal plans are no longer acceptable at Queen's Park. I can understand why.</p> <p>However, I sincerely hope that the county plan will only draw together the right municipal plans under one cover, as it is the municipalities that know best what is wanted in their jurisdictions - specially as Dufferin County consists of three towns and five rural townships. There must be major differences between urban and rural plans because urban and rural regions are vastly different, and the municipal plans cater to that difference.</p> <p>Secondly, former Premier McGuinty decreed that Dufferin County would increase its population from 51,000 to 80,000 by 2031 while job numbers would rise to 17,000. I have seen little increase in employment opportunities - and some stores and industries have closed - so I wonder how those jobs will be created by the Ontario government. (Will they move a ministry here?) I also wonder how much land will be dedicated to industrial jobs.</p> <p>In the past, Orangeville has three times sought additional land from its neighbouring municipalities (Mono, East Garafraxa and Amaranth) for industry, and then converted it to residential use followed by more pleas for land. But Orangeville's population is limited by water and sewage limits. East Garafraxa and Amaranth, at least, are essentially agricultural communities - as was established during a planning meeting about 1997 or 1998. Most of the landowners said they liked East Garafraxa the way it is during that town meeting; I certainly do. Unless a major shift in township opinion is expressed, I suggest that the county plan reflect that wish. But consult the East Garafraxa council for a more official opinion.</p> <p>I trust that the county plan will exclude any more wind turbines. They greatly affect neighbours especially because the neighbours must accept the noise without compensation. They probably affect the hosts, too.</p> <p>Do not impose any more bylaws or other restrictions on rural residents, who know better than anyone else how best to sustain their properties. East Garafraxa is a beautiful and prosperous township.</p> <p>I would appreciate being kept informed of the Official Plan development as it happens, and will endeavour to attend the meeting.</p>	Thank you for your comments.
[REDACTED]	[REDACTED]		19-Feb-20	Retail Commercial	<p>[in response to the notice of the Open House and request for stakeholder committee member applications]</p> <p>I would like to attend, but unfortunately I will be providing daycare for my baby granddaughter that evening. If I find out last minute that I can come, can I fill in the form and attend anyway?</p> <p>If I can't come, can you tell me if the official plan will include opportunities for more women's retail clothing stores in Orangeville? Does the plan even cover retail shopping? I'm concerned about the fact that we lost four ladies' retail stores that were in Orangeville Mall. I would like to see those stores come back to Orangeville, in other locations, if they're interested in returning. We also lost Coles, Hallmark and Bentley. We need more variety in town. There are several empty retail venues available in different parts of the town.</p> <p>I would also like to see more concentration put on shopping in town. We don't need to be just a bedroom community. We are the largest town in the area, and therefore should be an island unto itself, with a fully rounded retail environment that includes clothing, housewares, and a variety of goods that we don't have access to now, unless we drive an hour south or east, to shop in larger towns/cities.</p> <p>Is there any interest for the official plan to include retail promotion? Attracting more retail to town provides many things. The stores are employers, so local townspeople find more work opportunities here. More people come in from out-of-town to buy goods here, which is good for the town. More retailers make Orangeville a more self-sustaining environment, where we can shop, and not take our dollars elsewhere.</p> <p>If this is not currently being considered, I would very much like to see it added to the agenda and seriously looked at.</p>	Thank you for your comments.

[REDACTED]	[REDACTED]	[REDACTED], Melancthon	18-Feb-20	Agricultural System Mapping	<p>Thank you for allowing me to submit a request to Council regarding the Public Meeting being held on March 12, 2020. The process of creating, maintaining and amending the Official Plan is a monumental task and I am thankful the public is asked for involvement. I'm hoping the townships that represent our County will also voice their concerns regarding limitations the existing Official Plan present. Council(s) must be faced with issues that frustrate their constituents regarding land use and mapping within their townships. I'm requesting Township Councils address these concerns at the Public Meeting as their input as corporations will have greater impact than the individuals they represent.</p> <p>When I look through Melancthon's Strategic Plan, I see that "respondents stressed the need to identify appropriate lands for growth and development" so as to ensure that prime farmland is protected but that the Township of Melancthon continues to attract growth and development". Many residents have issues with the mapping of the official Plan as it was done on a large scale. Areas that could have adjustments made to correct these issues are not dealt with under Committee of Adjustment or Official Plan Amendments as they are usually restricted by the Agriculture designation. Many of the County residents value the protection of Prime Ag land and don't want to reduce it. This statement can be made with the understanding that there are parcels of land that haven't or won't be of Agricultural value because of different characteristics. These lands are of little to no value with regards to Agricultural production so I'm proposing we take steps to allow them to be productive by adding them to Rural Residential designation. Mapping changes/amendments could allow this to happen. The lands will start producing financial benefits including adding much needed tax base funds and help relieve the ever present housing shortage we feel in our township, county and province. There are also Agriculture designations that have the ability to have a dwelling built on the parcel as they have had one previously. With the ability to open areas within the Townships/County the land may be able to be returned to Ag production. With the current shortage of building lots, farm land won't be given up as the value outweighs the owners social conscience. It would be an achievement of our local governing bodies to balance the land use with effective changes to the Official Plan. The landowners, given options, may finally be able to return land to production without facing financial loss.</p>	Thank you for your comments.
<p>Looking at the Official Plan maps, I understand how complex the task must be. By allowing an (Official plan Mapping) application process to help identify lands that are subject to a review, it would serve everyone equally. This would help Officials identify areas that might be missed by the magnitude of the process while allowing individuals the opportunity to have their request addressed. The application would be subject to an appropriate fee schedule and would need to meet minimum standards before being eligible for submissions.</p>						
<p>Standards ranging from existing Township/County infrastructure, Minimum Distance Separation Formulas, support from neighbouring residents, etc. would need to be met. This process would have time constraints and would need to have an application period consistent with timing of the next Official Plan update.</p>						
<p>I am submitting this request to ensure that anyone having concerns with a current Official Plan Map will have an avenue for actions to be taken. The application will identify the land/area for review and make it easier for officials to eliminate reviewing the entire County acre by acre.</p>						
<p>Thank you for any support council can give whether in whole or in part, it is appreciated.</p>						
Darren P. Vella (IPS Consulting), on behalf of Cortel	dvella@ipsconsultinginc.com	6-Mar-20	Settlement Area Expansion	Proposal for a 200 hectare expansion of the Grand Valley settlement area	A substantial expansion of the Grand Valley Settlement Area was directed by County Council.	
Dave Hannam (Zelinka Piaramo) on behalf of Sarah Properties	dave.h@zpplan.com	[REDACTED] Orangeville, Ontario	10-Mar-20	Employment Land Conversion	Request for the subject lands to be removed from the County's employment land inventory on the basis that the 2015/16 MHBC land supply analysis concluded that proposals for employment uses in this area be supported by a study that demonstrates there is a need for additional commercial space.	Additional information is required to justify an Employment Land conversion. OPA 1 does not deal with Employment Conversions, but OPA 2 does.

Katarzyna Sliwa (Dentons) on behalf of Flato	kat.sliwa@dentons.com	Fourth Line and Highway 89 in the Town of Shelburne	12-May-20	Settlement Area Expansion	<p>Flato owns an approximately 38-hectare property, located on the north side of Main Street (Highway 89), east of 4th Line, in the Town of Shelburne (the "Subject Lands"). The Subject Lands are adjacent to the western boundary of the existing Town of Shelburne settlement area. They are part of a larger consolidation of land, intended for future development (the "Future Development Lands"). A map of the Subject Lands is attached hereto as Appendix 1.</p> <p>Flato has been working with the Town of Shelburne on a mixed use development on the Subject Lands, focused on seniors housing, with additional retail and neighbourhood uses (the "Proposal"). The seniors housing building would accommodate up to 93 units, and a commercial plaza of approximately 1,840 square metres has been proposed. There are 22 to 24 single detached dwellings proposed, internal to the block.</p> <p>Although an application has not yet been submitted, Flato's team completed the analysis and accompanying reports to demonstrate that the first phase of this development, which is located north of Main Street and east of 4th Line, can be serviced.</p> <p>Flato and its consultants have been closely monitoring and participating in the County's Municipal Comprehensive Review ("MCR") and the Town of Shelburne's ongoing growth planning process, including attending public open houses, and various submissions to Council and Staff. Flato's written submissions, dated March 11, 2020 and December 19, 2019, are attached for ease of reference.</p> <p>The now in-force Provincial Policy Statement, 2020 requires municipalities to plan for a longer term supply of housing, and decisions regarding settlement area boundary expansions are to consider market demand for housing options. At the County's open house, it was indicated that the County is projecting to grow to 85,000 people and 32,000 jobs by 2041, an increase of 23,265 people and 32,000 jobs. The Subject Lands are an ideal candidate for the allocation of this growth, and Flato's Proposal, in particular, would provide a logical expansion of the Town of Shelburne's existing settlement area. The Subject Lands have already been considered by the Town of Shelburne for growth through the Shelburne West Secondary Plan and the pending Official Plan Amendment No. 36 (expansion of the Shelburne Settlement Area, Shelburne West Secondary Plan). Accordingly, we request that the County include the Subject Lands within the Town of Shelburne's settlement area boundary through the MCR process.</p> <p>Flato looks forward to continuing its participation in the County's MCR process in whichever method Council deems appropriate. If you have any questions regarding the Proposal or would like to discuss this matter further, please do not hesitate to contact the undersigned.</p>	The Town of Shelburne Settlement Area is proposed to be expanded to include all lands within the Town as part of OPA 2.
Robert Walter-Joseph	rwalteri@gladkiplanning.com	[REDACTED], Grand Valley	23-Nov-20	Settlement Area Expansion	<p>we are writing to request that the Town of Grand Valley consider supporting the inclusion of the subject lands within the Settlement Boundary for the purposes of facilitating our client's proposed land use vision.</p> <p>Our client's proposal for development on the subject lands consists of a new seniors' village community that would provide for a range of housing options within a variety of built forms complemented by various commercial and community-supportive amenities including medical and care facilities, overnight accommodation use (hotel or inn), community-gathering space for entertainment and events, a variety of publicly-accessible parks within landscaped and natural settings, as well as pond and creek-side nature trails with connections to existing trail networks.</p> <p>We have reviewed the County and Local Official Plans and anticipate the release of findings of the Land Needs Assessment. We will be providing a submission to Dufferin County regarding the ongoing MCR process.</p>	A substantial expansion of the Grand Valley Settlement Area was directed by County Council.
Michelle Harris	mharris@gwdplanners.com	[REDACTED], Shelburne	11-May-21	Site Specific Request	<p>Further to my recent voice message, Gagnon Walker Domes Ltd. acts as Planning Consultant to [REDACTED] and [REDACTED]. [REDACTED] the registered owners of the property located at [REDACTED], in the Town of Shelburne.</p> <p>On April 12, 2021, our office submitted a Public Input Letter in connection with the ongoing Municipal Comprehensive Review (MCR). By way of this correspondence, we would like to request a teleconference to discuss the letter and the Town's MCR process. In this regard, are you available during the week of May 17, 2021. If yes, can you provide your availability. On receipt, we will arrange and confirm the teleconference call.</p>	The Town of Shelburne Settlement Area is proposed to be expanded to include all lands within the Town as part of OPA 2.

Michelle Harries	mharris@gwdplanners.com	[REDACTED], Shelburne	12-Apr-21	Site Specific Request	<p>the subject site is located within the Town of Shelburne, but not within the Town's Urban Area Boundary. The Town of Shelburne Area-Specific Development Charges (ASDC) Study included the subject site within the West Area A and B Districts. By-law 46-2020 included a new sanitary system and pumping station for the Hyland Village Subdivision which once implemented will be able to support the West Area A and B Districts. If the subject site is added to the Urban Area Boundary through the MCR process the property will be subject to the aforementioned area Development Charges.</p> <p>Our Client respectfully requests that consideration be given to including the subject site within the expanded limits of the Town of Shelburne Urban Area Boundary. The subject site and the lands located within the ASDC Study represent a logical extension to the Town's Urban Area Boundary.</p>	The Town of Shelburne Settlement Area is proposed to be expanded to include all lands within the Town as part of OPA 2.
Michelle Harries	mharris@gwdplanners.com	[REDACTED], Shelburne	7-Jun-21	Site Specific Request	<p>I am following-up on our recent request for a brief teleconference to discuss the April 12, 2021 Public Input Letter in connection with the ongoing Municipal Comprehensive Review which was submitted on behalf of [REDACTED] and [REDACTED]. Can you please advise of your availability to teleconference with us. On receipt, we will coordinate and provide the teleconference call details.</p>	<p>At this stage of the MCR we are still determining whether any expansions to settlement areas are required to accommodate the population forecasts for the County as provided by the Province through A Place to Grow: Growth Plan for the Greater Golden Horseshoe. Once this work has been completed we will be working with local municipalities, such as the Town of Shelburne, to identify specific lands to be included if an expansion is required.</p> <p>Any lands to be included within an expansion are required to meet the criteria of Section 1.1.3 of the Provincial Policy Statement, and in particular, Section 1.1.3.8.</p>
Darren Vella	info@jpsconsultinginc.com	[REDACTED], Marsville	14-Jun-21	Site Specific Request	<p>On behalf of Marsville Estates Inc., Innovative Planning Solutions is pleased to submit a formal request for consideration of employment lands conversion for lands known municipally as [REDACTED] in the Settlement Area of Marsville. This request relates to the proposed Marsville Estates subdivision and associated applications for Official Plan Amendment, Zoning By-law Amendment and Draft Plan of Subdivision Applications which are currently being processed by the Township and County.</p> <p>The subject property is approximately 26.05 hectares in size and is zoned entirely 'Rural' (RU). The majority of the site is designated 'Community Residential' while approximately 23% is designated 'Employment' (6.18 hectares) in the Township of East Garafraxa's Official Plan. It should be noted that the Employment designation is not recognized by the County of Dufferin Official Plan, which identifies the entire parcel as 'Community Settlement Area'.</p>	<p>As noted in the submission, the Dufferin County Official Plan does not include an Employment Lands designation. These lands are currently subject to a site specific planning application, including an official plan amendment to change the designation of the Employment Lands to residential. This application is still in the process of being evaluated and no decision has been made by the Township at this time.</p> <p>Through the MCR, the County Official Plan will be updated to designate some Employment Lands based on input from the local municipalities. Lands that the local municipalities consider significant will be designated at the County level. Other employment lands will remain designated at the local level until amended through an Official Plan update, or privately-initiated amendment application.</p>
Hanieh Alyassin	halyassin@westonconsulting.com	[REDACTED], East Garafraxa	3-Sep-21	Site Specific Request	<p>Regarding our client's scope to submit a request for inclusion of his property, municipally address as the owner of [REDACTED] in the Town of East Garafraxa, in Urban Boundary Expansion, through MCR Process, we are hoping to schedule a call with you to obtain some further information on a couple of items where you could provide some directions.</p> <p>Would you be available for a call next week? If yes, I could send an invite based on your availability.</p>	<p>We are not able to meet with individual property owners regarding their requests for inclusion within settlement areas.</p> <p>If your client would like to have their lands considered for inclusion within a settlement area, they may submit their request in writing, along with a planning rationale that demonstrates how their request would conform with the policies of the Growth Plan for the Greater Golden Horseshoe regarding Settlement Area expansions</p>
Emma West	ewest@bousfields.ca	east of 4th Line, north of the Trans Canada rail trail and south of Shelburne/Melancthon boundary Highway 10	3-Sep-21	Site Specific Request	<p>the west side of the Town of Shelburne should be included as a new area for growth in the County and in the Town. Growth on the west side of Shelburne would provide a logical extension to the existing settlement area boundary, in particular, the street adjacent to the eastern boundary of the site, McLean Court, could be extended directly into the subject lands.</p>	The municipal boundary of the Town of Shelburne coincides with the settlement area boundary of the Town along the west side.
[REDACTED]		[REDACTED], East Garafraxa	12-Jan-23	Site Specific Request	<p>Having received advice concerning possible new restrictions on the use of my farmland, I submit the following statement: Under no circumstance do I agree to the designation of my land as natural heritage or any other restrictive designation without my express permission.</p>	No change to any designations in the County official plan prevents existing land uses from continuing. The identification of natural heritage features, or the Natural Heritage System, does not restrict normal farm practices from continuing on affected lands.

Katarzyna Sliwa	kat.sliwa@dentons.com	Lands located at Fourth Line and Highway 89, Town of Shelburne	26-Jan-23	Site Specific Request	We respectfully note that clarity is required from County Staff with respect to Section 3.5 of the Official Plan. The Phase II draft mapping includes the West Shelburne lands in the Settlement Area and removes the policy reference from the current OP schedule B/B1. Policy 3.5.1.2 should be updated in the Phase II draft OPA to delete the above.	The policy related to Shelburne's expansion area will be updated as part of the final version of the amendment.
Karen Bennett	karenb@gsai.ca	[REDACTED] Town of Mono	26-Jan-23	Site Specific Request	<p>The schedule appears to designate the Mono Hills Corporation lands as 'Employment Land Use'. we respectfully request this land use designation ("Countryside Area") continue to apply.</p> <p>appears to show the Mono Hills Corporation lands as "Agricultural Area". these lands are uniquely designated "Resort" in the Town of Mono Official Plan. We respectfully request that a more appropriate overlay of "Rural Area" be assigned to these lands on the County's Sch C (as opposed to Agricultural Area)</p> <p>We respectfully request that mapped natural heritage features be removed from the subject lands, to be consistent with the Mono Official Plan</p> <p>We respectfully request that mapped natural heritage features be removed from the subject lands, to be consistent with the Mono Official Plan</p>	<p>The Employment designation will be removed.</p> <p>The natural Features on the property are "Woodlands", which refers to clusters of trees.</p>

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW 2023-25

A BY-LAW TO ADOPT AMENDMENT NO. 2 TO THE OFFICIAL PLAN FOR THE COUNTY OF DUFFERIN.

WHEREAS the Planning Act, R.S.O. 1990, c.P.13, as amended, permits the County of Dufferin to adopt an Official Plan or amendments thereto;

AND WHEREAS County Council at its meeting on April 13, 2023, decided to adopt County Official Plan Amendment No. 2 to the Dufferin County Official Plan, March 2015;

The Council of County of Dufferin HEREBY ENACTS as follows:

1. County Official Plan Amendment No. 2 to the Dufferin County Official Plan, March 2015, consisting of the text attached hereto as Schedule "A" is hereby adopted.
2. Dufferin County Official Plan Amendment No. 2 is subject to approval by the Minister of Municipal Affairs.
3. Schedule "A" attached hereto and forming part of this By-law constitutes Dufferin County Official Plan Amendment No. 2.

READ a first, second and third time and finally passed this 13th day of April, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk

**AMENDMENT NO. 2
TO THE
DUFFERIN COUNTY
OFFICIAL PLAN**

Location: This Official Plan Amendment applies to the entire corporate limits of the County of Dufferin.

Date: April 13, 2023

Approval Authority: Ontario Ministry of Municipal Affairs and Housing

AMENDMENT NO. 2

To the Dufferin County Official Plan

The attached, constituting Amendment No. 2 to the Dufferin County Official Plan, as authorized by the provisions of Section 22 of the Planning Act, R.S.O. 1990, c.P.13, was adopted by Council of Dufferin County by By-law 2023-25 on the 13th day of April, 2023 in accordance with the Planning Act, R.S.O. 1990, c.P.13.

AMENDMENT NO. 2

To the Dufferin County Official Plan

PART A - THE PREAMBLE - does not constitute part of this Amendment.

PART B - THE AMENDMENT - consisting of the text which constitutes Amendment
No. 2

AMENDMENT NO. 2

To the Dufferin County Official Plan

PART A - THE PREAMBLE

1.0 PURPOSE AND EFFECT

The purpose and effect of the Official Plan Amendment is to update the policies and land use schedules of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review.

2.0 LOCATION

The Amendment applies to the entire corporate limits of Dufferin County.

3.0 BASIS OF THE AMENDMENT

The County of Dufferin Official Plan was adopted in 2015. New Official Plans are required to be reviewed and updated within ten years of adoption, however the release of an updated Growth Plan in 2017 included a requirement for upper-tier municipalities to update their Official Plans to conform by July 2, 2022. The 2020 consolidated Growth Plan for the Greater Golden Horseshoe (the Growth Plan) provided new population and employment forecasts for single- and upper-tier municipalities within the Growth Plan area, including The County of Dufferin and the conformity deadline of July 2, 2022 was retained.

The County undertook a comprehensive review to update population and employment growth allocation for each lower-tier municipality in the County and prepared a Land Needs Assessment to determine whether any expansion to settlement areas would be required to accommodate growth.

PART B - THE AMENDMENT

4.0 DETAILS OF THE AMENDMENT

The document known as the Dufferin County Official Plan hereby amended:

- 1) By deleting all instances of "The Growth Plan for the Greater Golden Horseshoe" and replacing them with "A Place to Grow: Growth plan for the Greater Golden Horseshoe".
- 2) In Section 3.2.1., by deleting "81,000 persons and 31,000 jobs to 2036" and replacing it with "99,000 residents and 40,700 jobs to the year 2051."
- 3) In Section 3.2.1, by deleting the county population and employment projections table (3.1) and replacing it with the following table:

County Population Distribution

Distribution of Population and Employment for the Greater Golden Horseshoe to 2051		
	Population	Employment
	2051	2051
County of Dufferin	99,000	40,700

* Note: Data is from Schedule 3 of a Place to Grow, Distribution of Population and Employment for the Greater Golden Horseshoe to 2051.

- 4) In Section 3.2.2., by deleting table 3.2a and 3.2b, respectively, and replacing them with the tables below:

Population by Municipality (2021 estimate and forecasted allocations to 2051))

Municipality	Population (Nearest 100)		
	2021 Estimate	2051 Allocated	2021-2051 Growth
Amaranth	4,500	8,300	3,800
East Garafraxa	2,900	3,900	1,000
Grand Valley	4,000	14,800	10,800
Melancthon	3,200	4,300	1,100
Mono	9,700	9,600	-100
Mulmur	3,700	4,500	800
Orangeville	31,000	38,500	7,400
Shelburne	9,400	15,100	5,700

Number of Job by Municipality (2021 estimate and forecasted allocations to 2051)

Municipality	Employment (Nearest 100)		
	2021 Estimate	2051 Allocated	2021-2051 Growth
Amaranth	1,300	2,500	1,200
East Garafraxa	700	1,000	300
Grand Valley	900	4,400	3,500
Melancthon	600	900	200
Mono	2,800	3,300	500
Mulmur	900	1,200	400
Orangeville	14,700	21,700	7,100
Shelburne	3,100	5,700	2,600

- 5) By deleting Section 3.2.2.c) in its entirety.
- 6) In Section 3.2.2(d), by deleting all instances of “the reserved” from the paragraph.
- 7) In Section 3.2.2. by inserting the following as policy 3.2.2.e) and the table below:

“To help achieve an appropriate mix of land uses, contributing to complete communities and employment needs, local municipalities should plan to accommodate Commercial, Institutional or Mixed-Use land uses equivalent to the land areas provided in the table below by 2051:”

Forecast Community Employment (Commercial, Institutional or Mixed-use lands) Land Needs by Municipality, to 2051.

	Net Hectares (surplus)	Gross Hectares (surplus)
Amaranth	8.4	10.5
East Garafraxa	2.6	3.2
Grand Valley	61.5	77.1
Melancthon	2.0	2.4
Mono	(4.8)	(6.0)
Mulmur	1.5	1.9
Orangeville	59.8	74.7
Shelburne	(1.9)	(2.4)

- 8) In Section 3.3.2 by deleting paragraph (e) and replacing it with the following:

“Local municipalities shall plan to achieve the minimum intensification targets identified in Table 3.4, by permitting infill and redevelopment of vacant and/or

underutilized sites within the delineating built up areas in accordance with the intensification policies in Section 3.4.”

9) In Section 3.4.2., by deleting table 3.4 and replacing it with the table below.

Minimum Intensification Targets

Municipality	Minimum Intensification Target (%)
Dufferin County (overall)	40
Grand Valley	40
Orangeville	60
Shelburne	48

10) In Section 3.4.2., by deleting paragraph (a) and replacing it with the following:

“The County will encourage intensification within the existing built built-up areas to achieve provincially-mandated minimum intensification targets. Local municipalities will achieve the minimum intensification targets as identified in Table 3.4.”

11) In Section 3.4.3., delete table 3.5 and replace with the table below.

Greenfield Residential Land Needs Projection

Municipality	Population Capacity Estimate	Minimum Resident & Work From Home Jobs Per Hectare Assumption	Estimated Residential Land Need (Hectares)
Grand Valley	5600	32	234 including mapped environmental constraints
Orangeville	954	46	21 + mapped environmental constraints
Shelburne	2,429	41	59 + mapped environmental constraints
Total	5,063	43	118 + mapped environmental constraints

12) In Section 3.4.3 by adding the following to the end of paragraph (b):

"To meet the minimum Designated Greenfield Density targets, the Towns of Grand Valley, Orangeville and Shelburne should plan to accommodate the following numbers of people and jobs within their greenfield areas by 2051:

- i. Grand Valley – At least 5600 people and jobs to achieve a density target of 32 people and jobs per hectare.
- i. Orangeville – Approximately 7,038 people and jobs to achieve a density target of 46 people and jobs per hectare
- ii. Shelburne – Approximately 3,608 people and jobs to achieve a density target of 41 people and jobs per hectare.



Report To: Warden Mills & Members of County Council

Meeting Date: April 13, 2023

Subject: Dufferin Climate Adaptation Strategy

From: Scott Burns, Director of Public Works/County Engineer

Recommendation

THAT Report, Dufferin Climate Adaptation Strategy, dated April 13, 2023, from the Director of Public Works/County Engineer, be received;

AND THAT the Dufferin Climate Adaptation Strategy be adopted.

Executive Summary

In collaboration with an interdisciplinary group of municipal and community stakeholders, the Dufferin Climate Adaptation Strategy was developed as part of the International Council for Local Environmental Initiatives (ICLEI) Canada's *Advancing Adaptation* Program. The Dufferin Climate Adaptation Strategy compliments the Dufferin Climate Action Plan with the goal of proactively identifying opportunities to advance climate resilience in our community's social, economic, built and natural systems.

Background & Discussion

The Dufferin Climate Action Plan (DCAP), adopted by Council in March 2021, included greenhouse gas reduction targets to move the County to net-zero emissions by 2050, and a set of actions to serve as a roadmap towards achieving the community climate goals. The DCAP's focus is to reduce our collective emissions to slow down the impacts of a changing climate. However, climate change is already being experienced in communities, including Dufferin County; flooding, extreme heat, changing water levels, and increased storms are only some of the impacts facing municipalities in Ontario and throughout Canada. Despite efforts to reduce emissions, communities will continue to experience the

impacts of climate change for years to come and must be prepared by building resilient infrastructure and communities while continuing to reduce greenhouse gases.

To begin to address these challenges, an interdisciplinary Climate Adaptation Working Group (CAWG) was established in 2021, comprised of municipal staff and representatives from community organizations. The 27-member CAWG participated in the International Council for Local Environmental Initiatives (ICLEI) Canada's *Advancing Adaptation* program ([see report, Climate Change - Advancing Adaptation, dated October 28, 2021](#)), that supports municipalities in becoming climate-ready communities. In the first phase of the program, the CAWG identified how climate change would, or has already, impact(ed) the work of each division/department and community. From there, the CAWG collectively identified and assessed the vulnerabilities and risks that climate change poses to Dufferin. In phase two, the group reviewed best practices from other municipalities, and identified adaptation actions through collaborative engagement to produce the implementation-ready climate adaptation strategy titled *Together for Change: Dufferin Climate Adaptation Strategy*.

The strategy is organized into five focus areas:

1. Buildings and Infrastructure
2. Energy and Economy
3. Agriculture and Natural Environment
4. People and Health
5. Enabling Actions

Out of the 23 actions included in the strategy, five have been prioritized that address the greatest climate risks and best align with other plans:

1. Create a framework for adopting a Green Development Standard to build resiliency and complete communities (e.g. low-impact development, flood mitigation measures, access to green space, enhanced tree canopy)
2. Encourage homeowners and property owners to improve climate resilience of residential and private property through upgrades and/or retrofits
3. Establish and enhance emergency preparedness communications and programs for residents to strengthen personal resiliency to climate impacts
4. Increase uptake of regenerative agricultural practices in partnership with farmers to increase soil organic matter, reduce soil erosion, and improve water security
5. Incorporate a climate lens into asset management, capital planning, and budgetary processes

Financial, Staffing, Legal, or IT Considerations

None as a direct result of this update report. However, implementing the Dufferin Climate Adaptation Strategy will require human and capital resources to be successful. Staff will continue to seek partnerships between all levels of government and leverage external funding opportunities from both the public and private sector. Financial considerations speaking to the necessary human and capital resources will be included in future budgets or presented to Council for consideration and approval as needed.

In Support of Strategic Plan Priorities and Objectives

Economic Vitality – promote an environment for economic growth & development

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

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

Service Efficiency & Value – determine the right services for the right price

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

Respectfully Submitted By:

Scott Burns, P.Eng., C.E.T.
Director of Public Works/County Engineer

Prepared By:
Sara MacRae
Manager of Climate & Energy

Attachments: Dufferin Climate Adaptation Strategy

Reviewed by: Sonya Pritchard, Chief Administrative Officer



TOGETHER FOR CHANGE

Dufferin's Climate Adaptation Strategy

2023



ACKNOWLEDGEMENTS

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PROJECT TEAM

Sara MacRae, Dufferin County
Kylie-Anne Grube, Dufferin County
Hiba Kariem, ICLEI Canada
Robert Wilson, ICLEI Canada

DUFFERIN CLIMATE ADAPTATION WORKING GROUP

This Strategy represents the culmination of efforts invested by many parties who offered their expertise and advice to the research and insights compiled in this report. We are grateful for the support of the members of the Climate Adaptation Working Group who committed their time and consideration to planning the future of our County.

Aimee Raves | Finance, Dufferin County
Alan Selby | Township of East Garafraxa
Bo Cheyne | Wellington-Dufferin-Guelph Public Health
Caroline Mach | County Forest, Dufferin County
Elaine Capes | DC MOVES
Gail Little | Dufferin Federation of Agriculture
Hilton Thomas | Orangeville Hydro
Jason Igras | Credit Valley Conservation Authority
Julie Vanderwerf | Community Services, Dufferin County
Karisa Downey | Economic Development, Dufferin County
Kate Thomson | Town of Orangeville
Louise Heyming | Grand River Conservation Authority
Meghan Townsend | Township of Grand Valley

Michelle Newson | Township of Mono
Mike Hooper | Engineering, Dufferin County
Rob Koekkoek | Dufferin Board of Trade & Orangeville Hydro
Ryan Johnson | University of Waterloo
Ryan Post | Nottawasaga Conservation Authority
Scott Martin | Operations, Dufferin County
Shirley Boxem | Township of Mulmur
Stephanie Shifflet | Grand River Conservation Authority
Stephen Ducharme | Facilities, Dufferin County
Steve Murphy | Emergency Preparedness, Dufferin County
Silva Yousif | Planning, Dufferin County
Wayne Hannon | Township of Melancthon



INDIGENOUS LAND ACKNOWLEDGEMENT

We respectfully acknowledge that Dufferin County resides within the traditional territory and ancestral lands of the Tionontati (Petun), Attawandaron (Neutral), Haudenosaunee (Six Nations), and Anishinaabe peoples.

We also acknowledge that various municipalities within the County of Dufferin reside within the treaty lands named under the Haldimand Deed of 1784 and two of the Williams Treaties of 1818: Treaty 18: the Nottawasaga Purchase, and Treaty 19: The Ajetance Treaty.

These traditional territories upon which we live and learn, are steeped in rich Indigenous history and traditions. It is with this statement that we declare to honour and respect the past and present connection of Indigenous peoples with this land, its waterways and resources.

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GLOSSARY

Adaptation	Includes any initiatives or actions in response to actual or projected climate change impacts and which reduce the effects of climate change on built, natural and social systems.
Adaptive Capacity	The ability of built, natural and social systems to adjust to climate change (including climate variability and extremes), to moderate potential damage, to take advantage of opportunities, or to cope with the consequences.
Baseline	A climatological baseline is a reference period, typically three decades (or 30 years), that is used to compare fluctuations of climate between one period and another. Baselines can also be called references or reference periods.
Climate	The weather of a place averaged over a period of time, often 30 years. Climate information includes the statistical weather information that tells us about the normal weather, as well as the range of weather extremes for a location.
Climate Change	Climate change refers to changes in long-term weather patterns caused by natural phenomena and human activities that alter the chemical composition of the atmosphere through the build-up of greenhouse gases which trap heat and reflect it back to the earth's surface.
Climate Change Atlas of Canada	The Climate Atlas of Canada is an interactive tool that combines climate science, mapping, and storytelling to depict expected climatic changes across Canada to the end of the century. The 250-layer map is based on data from 12 global climate models. Users are shown a baseline period of warming trends by region that spans from 1950 to 2005 and can toggle between two future projection periods, 2021 to 2050 and 2051 to 2080.
Climate Change Data and Scenarios Tool	The Canadian Climate Data and Scenarios (CCDS) site was originally launched in February 2005 with support from Environment and Climate Change Canada, the Climate Change Adaptation Fund (CCAF) and the University of Regina. The CCDS supports climate change impact and adaptation research in Canada through the provision of climate model and observational data.



Climate Change Scenario	A climate change scenario is the difference between a future climate scenario and the current climate. It is a simplified representation of future climate based on comprehensive scientific analyses of the potential consequences of anthropogenic climate change. It is meant to be a plausible representation of the future emission amounts based on a coherent and consistent set of assumptions about driving forces (such as demographic and socioeconomic development, technological change) and their key relationships.
Ensemble Approach	An ensemble approach uses the average of all global climate models (GCMs) for temperature and precipitation. Research has shown that running many models provides the most realistic projection of annual and seasonal temperature and precipitation than using a single model.
Extreme Weather Event	A meteorological event that is rare at a place and time of year, such as an intense storm, tornado, hail storm, flood or heat wave, and is beyond the normal range of activity. An extreme weather event would normally occur very rarely or fall into the tenth percentile of probability.
Greenhouse Gas (GHG) Emissions	Greenhouse gases are those gaseous constituents of the atmosphere, both natural and anthropogenic, that absorb and emit radiation at specific wavelengths within the spectrum of thermal infrared radiation, emitted by the Earth's surface, the atmosphere itself, and by clouds. Water vapour (H ₂ O), carbon dioxide (CO ₂), methane (CH ₄), nitrous oxide (N ₂ O), ozone (O ₃), and chlorofluorocarbons (CFCs) are the six primary greenhouse gases in the Earth's atmosphere in order of abundance.
Climate Impact	The effects of existing or forecast changes in climate on built, natural, and human systems. One can distinguish between potential impacts (impacts that may occur given a projected change in climate, without considering adaptation) and residual impacts (impacts of climate change that would occur after adaptation).
Impact Statement	Climate-related impact statements are concise statements that outline locally-relevant projected threats and how those changes are expected to affect the built, natural, social, and economic systems of the municipality.
Low Carbon Resilience (LCR)	An approach to climate action that encourages coordination and co-evaluation of mitigation and adaptation measures to reduce greenhouse gas emissions while also building resilience. Applying a LCR lens bridges the gap between mitigation and adaptation silos by finding alignment in planning, policies and programs. LCR brings with it a number of operational benefits and climate action synergies including cost savings and resource efficiencies, reduced reliance on grey infrastructure, improved flood and heat management, improved carbon sequestration, as well as a number of co-benefits for health, air quality, infrastructure, equity, preserving ecosystem health and biodiversity.

Mitigation	The promotion of policy, regulatory and project-based measures that contribute to the stabilization or reduction of greenhouse gas concentrations in the atmosphere. Renewable energy programs, energy efficiency frameworks and substitution of fossil fuels are examples of climate change mitigation measures.
Representative Concentration Pathway	Representative Concentration Pathways (RCPs) are four greenhouse gas concentration (not emissions) trajectories adopted by the IPCC for its fifth Assessment Report (AR5) in 2014. It supersedes the Special Report on Emissions Scenarios (SRES) projections published in 2000.
Resilience	The capacity of a system, community or society exposed to hazards to adapt, by resisting or changing in order to reach and maintain an acceptable level of functioning and structure. Resilience is not simply the ability to bounce back, but rather refers to bouncing forward – to transform and enhance the capacities of the community to prepare and respond to future climate impacts.
Risk	The combination of the likelihood of an event occurring and its negative consequences. Risk can be expressed as a function where Risk = likelihood x consequence. In this case, likelihood refers to the probability of a projected impact occurring, and consequence refers to the known or estimated outcomes of a particular climate change impact.
Sensitivity	Measures the degree to which the community will be affected when exposed to a climate related impact. Sensitivity reflects the ability of the community to function (functionality) as normal when an impact occurs.
Vulnerability	Vulnerability refers to the susceptibility of the community to harm arising from climate change impacts. It is a function of a community's sensitivity to climate change and its capacity to adapt to climate change impacts.
Weather	The day-to-day state of the atmosphere, and its short-term variation in minutes to weeks.

EXECUTIVE SUMMARY

Around the world, the climate crisis is intensifying and Dufferin County is already experiencing the impacts of climate change. Complimenting the Dufferin Climate Action Plan (2021), the goal of the Dufferin Climate Adaptation Strategy is to proactively identify opportunities to advance climate resilience in Dufferin’s social, economic, built, and natural systems.

THE CLIMATE CHALLENGE

Local climate projections show that Dufferin can expect warmer year-round temperatures, including more frequent days with extreme heat. Annual precipitation is expected to increase with more frequent and intense rainfall and snowfall events.

Key climate impacts that Dufferin County will experience include:

- Extreme heat and droughts
- Loss of native biodiversity
- Illness and disease
- More ice days
- Mental health challenges
- Infrastructure damage
- Disruptions to the economy
- Soil erosion and nutrient loss

Without intervention, a changing climate threatens the social, environmental, and economic well-being of current and future generations of Dufferin County.

PLANNING FOR CHANGE

Investments in adaptation measures are critical to helping Dufferin adapt to a changing climate. The Dufferin Climate Adaptation Strategy is a strategy for the County, local municipalities, and community members to build climate resilience in the Dufferin County for current and future generations.

The Strategy was created through intensive research, and meaningful engagement with the Climate Adaptation Working Group (CAWG) to capture the needs, desires, and priorities of Dufferin’s rural and urban communities. Strategy development was supported by Dufferin County’s participation in ICLEI Canada’s Advancing Adaptation program and guided by the Building Adaptive and Resilient Communities (BARC) framework.

VISION

Dufferin County is a healthy and resilient community for all that is equitable, socially connected, economically diverse, and has a flourishing environment for current and future generations.

TAKING ACTION

The Dufferin Climate Adaptation Strategy is organized under 5 Focus Areas:

Buildings and Infrastructure	Actions to minimize incidences of damage and wear on municipal and private infrastructure
Energy and Economy	Actions to support the maintenance and hardening of energy infrastructure and exploring alternative energy systems to increase system resiliency
Agriculture and Natural Environment	Actions to manage, rehabilitate, and enhance climate resilience in natural systems and increase resilience in the agriculture sector
People and Health	Actions to minimize the direct and indirect human health impacts of climate change
Enabling Actions	Actions to increase municipal capacity to respond to extreme weather events, effectively engage with and communicate risks to the public, and build financial capacity

IMPLEMENTING THE STRATEGY

Dufferin County will adopt seven implementation strategies to maximize the positive environmental, social, and economic impacts of climate measures:

1. Building community relationships
2. Leveraging funding
3. Increasing staff capacity
4. Institutionalizing climate action
5. Strategic prioritization
6. Centering equity
7. Mobilizing a culture of climate action

Monitoring and evaluating the implementation of the Dufferin Climate Adaptation Strategy is critical to reaching our adaptation goals.

Dufferin County will establish an annual report card on the progress of the Dufferin Climate Adaptation Strategy. Further, the strategy will be reviewed and updated every 5 years to report on progress, set next steps, and ensure that climate planning continues to align with community priorities.

FIRST PRIORITY ACTIONS

In order to respond quickly and effectively to high-risk climate impacts, five actions will be prioritized for implementation over the next 5 years.

1. **Create framework for adopting a Green Development Standard** to build resiliency and complete communities (e.g. low-impact development, flood mitigation measures, access to green space, enhanced tree canopy). (BH.3)
2. **Encourage homeowners and property owners to improve climate resilience** of residential and private property through upgrades and/or retrofits. (BH.1)
3. **Establish and enhance emergency preparedness communications and programs** for residents to strengthen personal resiliency to climate impacts. (PH.3)
4. **Increase uptake of regenerative agricultural practices** in partnership with farmers to increase soil organic matter, reduce soil erosion, and improve water security. (AN.3)
5. **Incorporate a climate lens** into asset management, capital planning, and budgetary processes. (BH.4)



YOUR CALL TO ACTION!

The solution to climate change is community. Climate change affects everyone and everyone has a role to play – if we work together, we can accelerate climate action and transform our community vision into reality.

Discover how you can support climate action in your community.

VISIT [DUFFERINCOUNTY.CA/CLIMATECHANGE](https://dufferincounty.ca/climatechange)



INTRODUCTION

The climate crisis requires urgent action.

Around the world the climate crisis is intensifying: the past eight years are on track to be the eight warmest on record, fueled by rising greenhouse gas emissions globally.¹

“The greater the warming, the worse the impacts” ~ WMO Secretary-General Professor Petteri Taalas.

Dufferin County is already experiencing the impacts of climate change. In recent memory, a 100-year flood in June 2017 resulted in the closure of local roadways and strain on municipal drainage infrastructure. 2017 and 2019 saw record high temperatures and prolonged extreme heat warnings, and ice storms in 2013 and 2016 caused extensive damage to properties and widespread power outages.

These recent events have highlighted the need to be prepared for ongoing challenges. The Dufferin Climate Adaptation Strategy is a strategy for the County, local municipalities, and community members to build climate resilience in the Dufferin County for current and future generations.

¹ World Meteorological Association. 2022. “Eight warmest years on record witness upsurge in climate change impacts”. <https://public.wmo.int/en/media/press-release/eight-warmest-years-record-witness-upsurge-climate-change-impacts>

UNPACKING TERMINOLOGY²

ADAPTATION | A STATE

Adaptation is a process or action taken in response to actual or projected climate threat that reduces its impact in our community.

RESILIENCE | A CAPACITY

Resilience is the capacity of our community to cope, adapt, and transform ability to prepare for and respond to climate threats.

INTENTION OF THE STRATEGY

The goal of this Dufferin Climate Adaptation Strategy is to compliment the [Dufferin Climate Action Plan](#) by proactively identifying opportunities to advance climate resilience in our community's social, economic, built and natural systems.

The development of this Strategy took a broad approach that involved the community as well as municipal administration. The intent of this Strategy is to help organizations, institutions, businesses, vulnerable populations, and individuals of all ages adapt to current and future climate-related risks and opportunities. Although the County of Dufferin is the lead actor for many actions outlined in the Strategy, numerous climate-related risks extend beyond municipal jurisdiction, requiring the collaboration of important community service providers, local partnerships and other levels of government. As such, the climate actions presented in this Strategy were co-developed using the knowledge and experience of multiple municipal staff, community groups and organizations.

CREATING THE STRATEGY

The development of this Strategy was facilitated by the Municipality's participation in the [ICLEI Canada-led Advancing Adaptation project](#). Funded through a grant from the Ministry of the Environment, Conservation and Parks (MECP) under the Canada-Ontario Agreement (COA), Advancing Adaptation was a two-year initiative that engaged Ontario municipalities to build local capacity for climate change resilience and to advance efforts on adaptation.

Centered around the creation and drafting of an implementation-ready local climate change adaptation plan, the train-the-trainer Adaptation Planning project, brought together a cohort of eleven local governments between June 2021 and December 2022, to participate in multiple training workshops to network, learn, and share experiences about adaptation planning. ICLEI Canada provided expert advice, one-on-one training and consultation throughout the entire planning process, planning resources, training on stakeholder engagement, and support in the drafting and review of the final Dufferin Climate Adaptation Strategy.

2. Congressional Research Service. 2021. "Climate Change: Defining Adaptation and Resilience, with Implications for Policy." <https://sgp.fas.org/crs/misc/IF11827.pdf>

OUR PLACE

Dufferin County is situated on the traditional territory and ancestral lands of the Tionontati (Petun), Attawandaron (Neutral), Haudenosaunee (Six Nations), and Anishinaabe peoples.³

Dufferin County is an upper-tier municipality which is comprised of eight local municipalities:

Township of Amaranth
Township of East Garafraxa
Town of Grand Valley
Township of Melancthon

Town of Mono
Township of Mulmur
Town of Orangeville
Town of Shelburne

Dufferin County has a population of 66,257⁴ and is located in the north-western portion of the Greater Golden Horseshoe (GGH) Area, within the traditional territory and ancestral lands of the Tionontati (Petun), Attawandaron (Neutral), Haudenosaunee (Six Nations), and Anishinaabe Peoples. The beautiful Niagara Escarpment forms a dividing ridge through Dufferin County and it is easily accessed via the Bruce Trail or the Mono Cliffs Provincial Park. Dufferin County is commonly referred to as 'the Headwaters'; as the Saugeen, Nottawasaga, Credit, Grand, and Humber River all have headwaters in Dufferin. Dufferin County's urban areas have a small town feel and a balance with natural beauty, making the County an attractive place to base a business and to live, work, retire, and raise a family. Known for its rivers, rolling hills, and outdoor recreation opportunities, Dufferin County is a largely rural region. Land in Dufferin County is classified as 70% prime agricultural land, boasting 690 farms covering 156,593 acres. Dufferin County's agricultural sector benefits from high-quality agricultural land well-suited to potatoes and to cattle, dairy and mixed farming. The entrepreneurship of the farm community is evident in growing on-farm and farm-related ventures.

3. Museum of Dufferin, 2020. https://www.dufferinmuseum.com/wp-content/uploads/Dufferin-County-Indigenous-History-and-Treaty-Lands-Resource-Document_v1.5.pdf

4. Statistics Canada, 2021. Dufferin County Statistics Profile. shorturl.at/rzIP3



DUFFERIN'S PROGRESS ON CLIMATE ACTION

In May 2018, Dufferin County became part of the [Partners for Climate Protection \(PCP\) program](#), joining a national network of over 500 municipalities across Canada in a commitment to reducing local greenhouse gas (GHG) emissions at both the corporate and community level. The PCP program consists of a five-step Milestone Framework to support local GHG reductions while also creating jobs, improving air quality, resident health, and financial savings. Dufferin County is currently on Milestone 5 of the framework after the adoption of the Dufferin Climate Action Plan in March 2021.

The [Dufferin Climate Action Plan](#) is a strategy for the community to reach net-zero greenhouse gas emissions by 2050. Designed with community well-being at the forefront, the Dufferin Climate Action Plan is anticipated to generate many social, cultural, environmental, and economic benefits in the County. The Plan features 34 key actions under 6 Focus Areas: On the Move, In Our Buildings, For Our Land, Planning Our County, In Our Bins, and Empowering Our Community. While the plan is primarily focused on mitigation, the County applied a low-carbon resilience lens to strategically align greenhouse gas emissions reductions with climate adaptation “to enhance the effectiveness of both strategies, avoid risks, and general economic, ecological, and social benefits”.⁵

To foster accountability, the County has committed to 5-year Plan updates, in addition to an annual report card, to reflect on progress, set next steps, and ensure that climate planning continues to align with community priorities. The next update of the Dufferin Climate Action Plan is scheduled for 2025.

UNPACKING TERMINOLOGY

MITIGATION | AVOIDING THE UNMANAGEABLE

Mitigation is taking action to reduce local greenhouse gas emissions and/or sequester greenhouse gases from the atmosphere. Climate change mitigation refers to the implementation of policy, regulatory and project-based measures that contribute to the stabilization or reduction of greenhouse gas concentrations in the atmosphere. These include anti-idling by-laws, building retrofits to conserve energy, and transitioning to low-carbon energy sources

ADAPTATION | MANAGING THE UNAVOIDABLE

Taking action to adapt to the impacts of climate change such as the increasing frequency and severity of storms, floods, heatwaves, or droughts. This is especially important to protect community members who are most vulnerable to climate change.

Adaptation efforts may focus on changing individual behaviours, updating municipal by-laws and policies, enhancing the capacity of physical infrastructure, and improving ecological services. A community-based adaptation approach can further support local governments in building resilience while reducing vulnerability via meaningful engagement of communities and residents throughout the entire process of adaptation.

The effects of climate change are wide-ranging and will require a range of responses. Both adaptation and mitigation are necessary in responding to climate change. This is because, even if the emission of GHGs were to end tomorrow, the climate will continue to change, due to the inherent lag in the climate system.

Warming Stripes (2018) by Ed Hawkins

CLIMATE EMERGENCY DECLARATION

On September 8, 2022, Dufferin County Council passed a motion to declare a climate emergency, reaffirming the County's commitment to climate action.

The declaration of a climate emergency signals a commitment to urgent climate action to reduce greenhouse gas emissions and adapt to the impacts of a changing climate. With this declaration, Dufferin County is joining 644 Canadian municipalities and over 1,200 jurisdictions globally in acknowledging that climate change poses a serious risk to the environment, infrastructure, and people.

The creation of the Dufferin Climate Adaptation Strategy fulfills one of the commitments the County made as part of the Climate Emergency Declaration.

“Dufferin County is joining municipalities across the world in declaring a climate emergency and committing to further climate action.

As the County continues to integrate climate considerations in policies, strategies, and budgets, this climate emergency declaration will help us respond with the necessary urgency to ensure Dufferin County continues to thrive and embrace new opportunities in a changing climate.”

~ Sonya Pritchard, Chief Administrative Officer

READ THE PRESS RELEASE AT:

[DUFFERINCOUNTY.CA/CLIMATEEMERGENCY](https://dufferincounty.ca/climateemergency)

THE CLIMATE CHALLENGE

CLIMATE BASICS

Climate change is the shift in long-term weather conditions measured by changes in temperature, precipitation, wind, and snow cover, among other indicators, over a period of 30 years or more.⁶ Climate change also refers to changes in the frequency and severity of extreme events such as floods, droughts, fires, heat waves, and storms.

The climate is changing at an alarming rate. Global temperatures have risen by an average of 1.1°C since the late 1800's.⁷ As fossil fuel extraction and consumption continues around the world, warming is accelerating at a faster rate. Earth's average surface temperature in 2020 tied 2016 for the hottest years since record-keeping began in the 1880s.⁸ July 2019 was the second hottest month ever recorded, shrinking Arctic and Antarctic sea ice to historic lows 19.8% below average.⁹

Similar to global trends, Canada has been warming over the last six decades, with annual average surface air temperatures over land warming by 1.7°C since 1948.¹⁰ Weather records from across Canada show that every year since 1998 has been warmer than the 20th century average¹¹, meaning an entire generation of Canadians has never experienced what most of modern history considered a "normal" Canadian climate.

Canada's rate of warming is almost double the global average reported over the same period.

Climate scientists overwhelmingly agree that climate change over the past century is due to human activity: Our energy use, waste management practices, land-use decisions, and agricultural practices produce greenhouse gases linked to current climate change. In fact there is a 99.9% consensus in published research that climate change is caused by human activities.¹²

6. Government of Canada, 2020. <https://www.canada.ca/en/environment-climate-change/services/climate-change/causes.html>

7. Government of Canada, 2020. <https://www.canada.ca/en/environment-climate-change/services/climate-change/causes.html>

8. World Meteorological Association. 2022. "Eight warmest years on record witness upsurge in climate change impacts". <https://public.wmo.int/en/media/press-release/eight-warmest-years-record-witness-upsurge-climate-change-impacts>

9. World Meteorological Association. 2022. "Eight warmest years on record witness upsurge in climate change impacts". <https://public.wmo.int/en/media/press-release/eight-warmest-years-record-witness-upsurge-climate-change-impacts>

10. National Oceanic and Atmospheric Administration (2022). 2021 was World's 6th-warmest Year on Record. NOAA. <https://www.noaa.gov/news/2021-was-worlds-6th-warmest-year-on-record>

11. Prairie Climate Centre, 2020. <http://prairieclimatecentre.ca/>

12. Mark Lynas et al. 2021. "Greater than 99% consensus on human caused climate change in the peer-reviewed scientific literature". <https://iopscience.iop.org/article/10.1088/1748-9326/ac2966>

MONITORING GLOBAL CLIMATE CHANGE

The United Nations Intergovernmental Panel on Climate Change (IPCC) is the UN institution tasked with assessing the scientific basis of climate change, its impacts and potential future risks, and potential response options. The IPCC has been working since 1988 to provide governments at all levels with scientific information on climate change. Thousands of people from all over the world contribute to the IPCC who are responsible for providing regular assessments of the scientific basis of climate change, its impacts and future risks, and options for adaptation and mitigation.

In its Sixth Assessment report (AR6), released in 2022, the IPCC declared with certainty the widespread impact of human-caused climatic changes. The report stated that:

"Human-induced climate change, including more frequent and intense extreme events, has caused widespread adverse impacts and related losses and damages to nature and people, beyond natural climate variability. The rise in weather and climate extremes has led to some irreversible impacts as natural and human systems are pushed beyond their ability to adapt".¹³

As the most urgent report to date, the AR6 reports states that even with major reductions of GHG emissions in the short term (RCP2.5 scenario) there is greater than a 50% likelihood that global warming will reach or exceed 1.5°C in the near term. According to the report, "Global warming reaching 1.5°C in the near-term, would cause unavoidable increases in multiple climate hazards and present multiple risks to ecosystems and humans".¹⁴



WHY IS A FEW DEGREES OF CHANGE SO SIGNIFICANT?

Warming of just a few degrees can cause widespread changes in regional and local temperature and precipitation patterns, as well as increase the severity and frequency of extreme weather events.

These changes are associated with a variety of impacts to our society at the local, national, and global scale.



HASN'T EARTH'S CLIMATE ALWAYS BEEN CHANGING? WHY WORRY NOW ?

Although Earth's climate has always fluctuated, human activity has dramatically increased the rate of climate change. It is important to note that all major climatic changes, even natural ones, have been highly disruptive. The speed at which our climate is changing makes it difficult for both human societies and the natural world to adapt.

13. Intergovernmental Panel on Climate Change. 2022. Sixth Assessment Report. <https://www.ipcc.ch/assessment-report/ar6/>

14. Intergovernmental Panel on Climate Change. 2022. Sixth Assessment Report. <https://www.ipcc.ch/assessment-report/ar6/>

CLIMATE PROJECTIONS: DUFFERIN COUNTY

Climate projections capture the relationships between human choices, our emissions, and climate change to help us adapt to future climate conditions. The following data highlights the projected impacts of climate change in Dufferin County. A detailed overview of climate projections for Dufferin County is available in Appendix A.

WHERE DO DUFFERIN'S CLIMATE PROJECTIONS COME FROM?

The Climate Atlas of Canada¹⁵ was used to access downscaled regional climate data for Dufferin County. The Climate Atlas of Canada combines climate science, mapping, and storytelling together with Indigenous Knowledges and community-based research and video to inspire awareness and action.

The average temperature in Dufferin is rising – by about 1°C since 1948, to be exact!

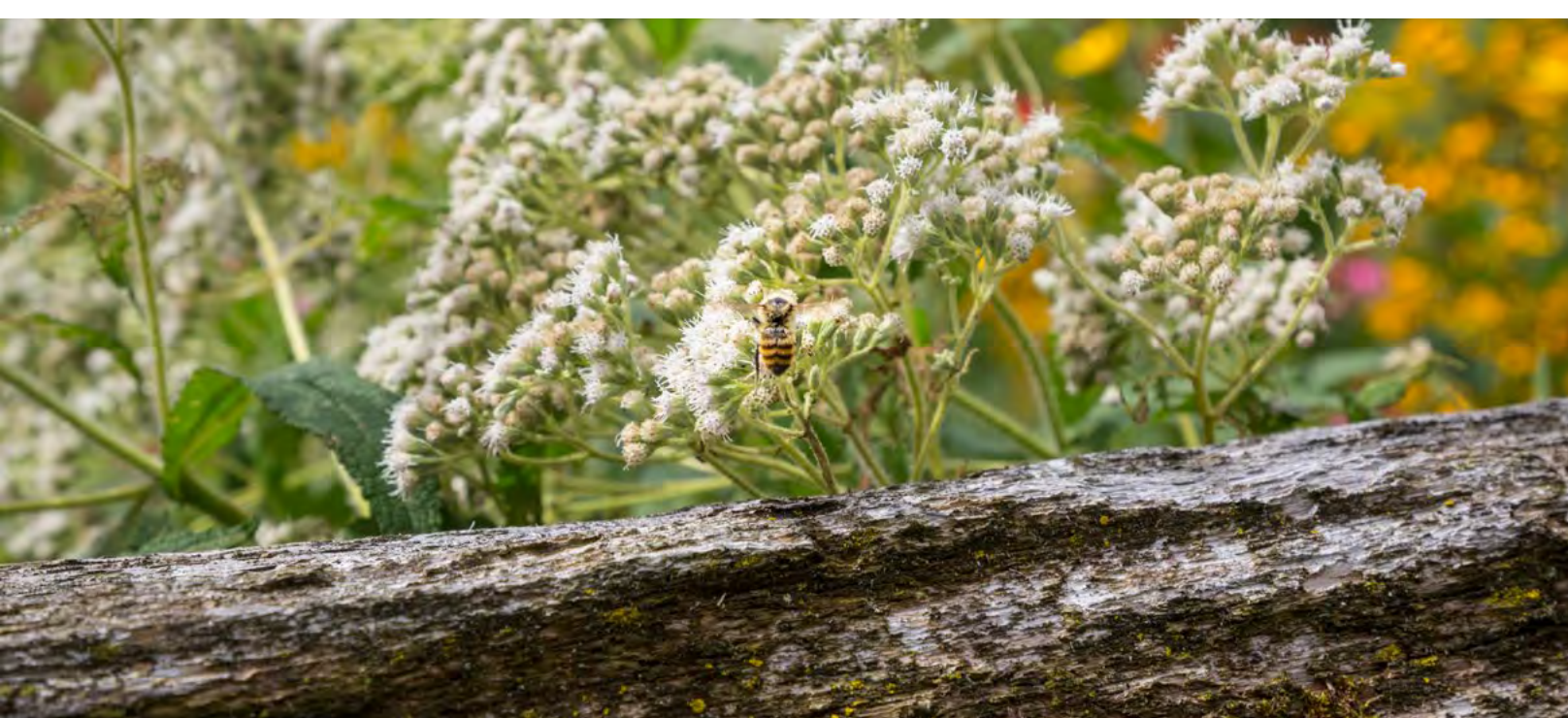
Local climate projections are telling us that we can expect warmer year-round temperatures, including more frequent days with extreme heat. Annual precipitation is expected to increase with more frequent and intense rainfall and snowfall events.

HOW DOES CLIMATE INFORMATION SUPPORT ADAPTATION?

According to the Federation of Canadian Municipalities, "understanding and assessing climatic changes enables local governments to assess climate change risks and plan for adaptation. To understand climatic changes, decision-makers can refer to climate information, which are the results of high-level climate data analysis and trends, while climate variables are those that specifically describe one part of the Earth's climate. Climate information allows for highly contextualized climate adaptation efforts that are not only more accurate and targeted, but are much more robust and effective over the long-term".¹⁶

15. Climate Atlas of Canada. 2022. <https://climateatlas.ca>

16. Talking it Through: A Discussion Guide for Local Government Staff on Climate Adaptation, 2020. <https://data.fcm.ca/documents/resources/MCIP/talking-it-through-discussion-guide.pdf>



SEPTEMBER 2021

FUTURE CLIMATE PROJECTIONS DUFFERIN COUNTY

This infographic was created by ICLEI Canada

Sources: Canadian Climate Data and Scenarios Network, Climate Atlas of Canada Tool, IPCC Special Report on the Ocean and Cryosphere in a Changing Climate.

ANNUAL MEAN TEMPERATURE

Mean temperatures are projected to increase annually and in every season.



SEASONAL MEAN TEMPERATURES



WINTER
DEC - FEB

-1.9°C

2051-2080

-4.4 °C

2021-2050

-6.8°C

Annual Baseline



SPRING
MAR - MAY

8.4°C

2051-2080

6.4°C

2021-2050

4.5°C

Annual Baseline



SUMMER
JUN - AUG

22.3°C

2051-2080

20.1°C

2021-2050

18°C

Annual Baseline



FALL
SEP - NOV

12.1°C

2051-2080

10.1°C

2021-2050

7.9°C

Annual Baseline

Baseline period: 1990s (1976-2005).

TEMPERATURE EXTREMES



DAYS ABOVE 30°C



DAYS BELOW -15°C



ICING DAYS



FROST DAYS



ANNUAL MEAN FREEZE-THAW CYCLES

There will be a decrease in freeze-thaw cycles, where the daily max. temperature is higher than 0°C and the daily min. temperature is less than or equal to -1°C.



GROWING SEASONS

First frost dates will be later, and last frost days will be earlier.

ANNUAL MEAN PRECIPITATION

Annual precipitation is expected to increase. Winter and Spring are projected to get significantly wetter, with a slight decline in the Summer.



Baseline period: 1990s (1976-2005).

SEASONAL MEAN PRECIPITATION



WINTER
DEC - FEB



SPRING
MAR - MAY



SUMMER
JUN - AUG



FALL
SEP - NOV



HEAVY RAINFALL DAYS

Days with precipitation over 10mm are considered Heavy Rainfall days, and are projected to increase.



PRECIPITATION EVENTS

Precipitation events in general are projected to become more intense and extreme.



FREQUENCY

Precipitation will fall at a faster rate (mm/h)



INTENSITY

Shorter storms will have an increasingly high intensity



DURATION

Return periods of heavy storm will shorten (increased frequency)



FREEZING RAIN EVENTS

Severe freezing rain events (>6 h per day) are projected to increase up to 30% by 2100. Freezing rain events are expected to increase slightly during January, slightly change in December, and decrease in November, March, and April.

WATER TEMPERATURES

Lake basin temperatures will increase. This can negatively impact wetlands, habitats, and biodiversity.



23%

Loss of coldwater stream habitat (<19°C)

WATER LEVELS

Lake Ontario water levels are expected to be lower as water shortages and temperatures increase. Ice cover break-up dates are expected to be earlier while freeze-up dates are expected to be later. Projected warming, particularly in winter months, and less ice cover results in greater loss of water through evaporation.



LOWER WATER

In the long term, warmer temp translates into expectations of lower water levels in the Great Lakes system.



LOSS OF WETLAND

Loss of wetland water budget and abundance of wetland birds, fish, and vegetation, communities.

28.9°C

2051-2080

27.1°C

2021-2050

23.9°C

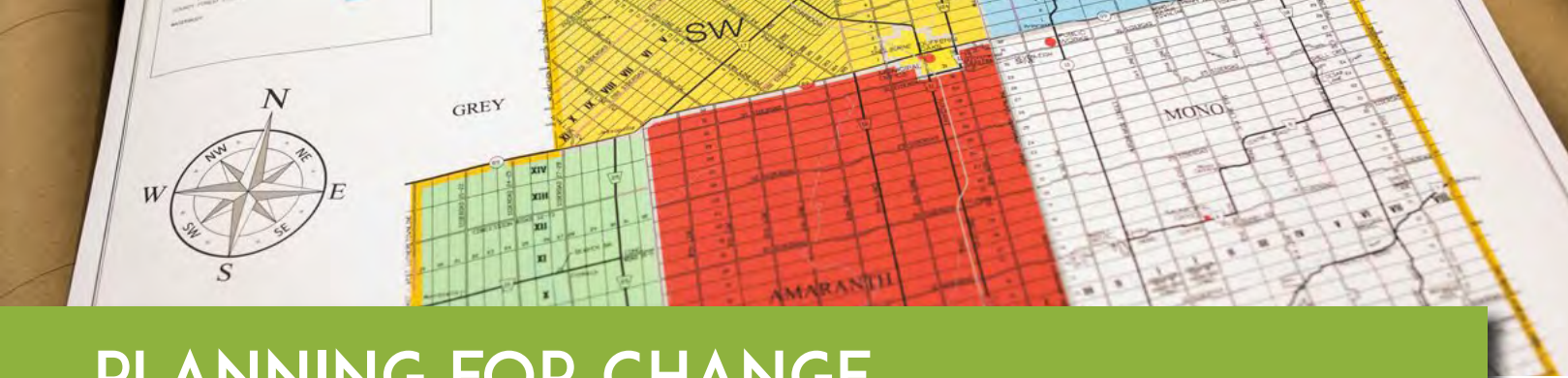
Lake Basin max. surface temp in 2014



MAXIMUM SURFACE WATER TEMPERATURE

Maximum surface water temperature includes all wetlands and tributaries.





PLANNING FOR CHANGE

ADAPTATION ACTION AT ALL LEVELS

All orders of government and sectors of society have a responsibility to become informed and to take appropriate action to prepare for and adapt to the impacts of climate change.

GLOBAL ACTION

In 2015, Canada was one of 195 countries to sign the [Paris Agreement](#), a global commitment to keep global average temperature rise below 2°C, and as close to 1.5°C as possible. In terms of adaptation, the Agreement has a goal to enhance adaptive capacity, strengthen resilience and reduce vulnerability to global climate change, in line with the temperature goal.

In 2021 at COP26, countries adopted the [Glasgow Climate Pact](#), which calls for a doubling of finance to support developing countries in adapting to the impacts of climate change and building resilience. Glasgow also established a work programme to define a global goal on adaptation, which will identify collective needs and solutions to the climate crisis already affecting many countries.

Climate action is also listed as one of the United Nations' 17 Sustainable Development Goals in a recognition that addressing the climate crisis must go hand-in-hand with strategies that improve health and education, reduce inequality, and spur economic growth.

NATIONAL ACTION

In November 2022, the Government of Canada release its first adaptation plan: ["Canada's National Adaptation Strategy: Building Resilient Communities and a Strong Economy"](#). The strategy outlines a shared path and targeted measures to build climate resilience in five key areas: Disaster Resilience; Health and Wellbeing; Nature and Biodiversity; Infrastructure and; Economy and Workers.

The Strategy reflects two years of engagement with provincial, territorial, and municipal governments; First Nations, Inuit, and Métis Nation representatives; key experts and stakeholders; and people from across Canada. The federal government has also published a map of adaptation actions highlighting case studies from across Canada that explore how communities and sectors are adapting to a changing climate.

The new National Adaptation Strategy builds on the Government of Canada's strengthened mitigation plan: ["A Healthy Environment and a Healthy Economy"](#). The strengthened mitigation plan is a federal strategy to achieve net-zero emissions by 2050 and exceed the 2030 GHG reduction target of 30% below 2005 levels. The plan includes 64 new measures that build on the 2016 ["Pan-Canadian Framework on Clean Growth and Climate Change"](#). Actions and levers available to the federal government include vehicle fuel-efficiency standards, model national building codes,

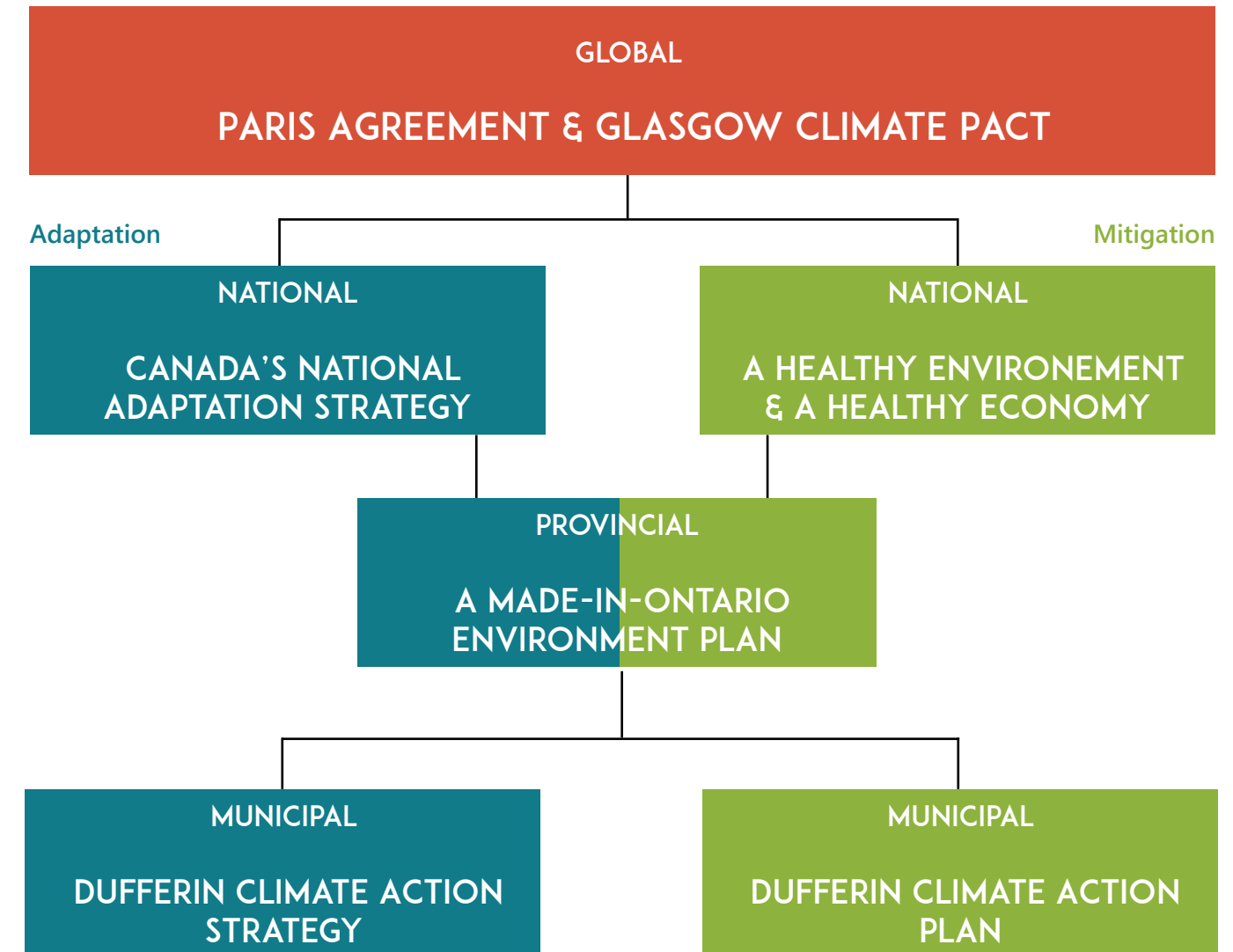
energy ratings, and carbon pricing. Other resources developed by the Government of Canada include the ["Canada in a Changing Climate"](#) report series which provide a national perspective on how climate is impacting Canadian communities, the environment, and its economies.

PROVINCIAL ACTION

In 2018, the Provincial government released ["A Made-in-Ontario Environment Plan"](#) committing to reduce emissions by 30% from 2005 levels by 2030, in alignment with the Federal government's Paris commitment, and advancing adaptation efforts in Ontario. Strategies to achieve this include emissions performance standards and regulations to reduce emissions from the transportation sector, programs to enhance and expand public transit networks, funding for extreme-weather resistant infrastructure, a province-wide multi-sector provincial climate change impact assessment, and the Protecting People and Property: Ontario's Flooding Strategy to reduce flood risk.

Additionally, the Provincial Policy Statement has been updated to include direction for planning authorities to prepare for the impacts of a changing climate and includes climate change decision making in land-use and development policy, and enhanced stormwater management policies to enhance climate resilience.

Figure 1: Climate Action Plans - Global to Municipal





THE ROLE OF LOCAL MUNICIPALITIES

Municipalities are on the frontline of the climate crisis. While federal and provincial governments provide strategic focus, standards, and potential funding streams for adaptation, it will be up to local governments to tailor climate change adaptation strategies to their local circumstances and the unique set of climate change impacts they are already experiencing, or expect to face.

Adaptation planning at the local level is a key avenue to ensure a place-based approach to a region's unique climate challenges. "As local governments are on the front lines to respond to impacts to key service areas affected by climate change (e.g. infrastructure, parks and recreation, health, transportation, etc.), they have a vested interest in preparing for these impacts, and are uniquely positioned to undertake these efforts".¹⁷

Municipalities cannot shoulder the cost of responding to climate change alone. Climate action is a shared responsibility among all orders of government, and will require a long-term commitment to action. Partnerships between all levels of government and the leveraging of opportunities for investments in the private sector is crucial in financing the robust system change required to address the impacts of climate change and to reduce risk.

17. Talking it Through: A Discussion Guide for Local Government Staff on Climate Adaptation, 2020. <https://data.fcm.ca/documents/resources/MCIP/talking-it-through-discussion-guide.pdf>

However, the future cost of inaction is greater than the investments required today:¹⁸

- By 2025, climate impacts will be slowing Canada's economic growth by \$25 billion annually, which is equal to 50 per cent of projected GDP growth
- All households will lose income, and low-income households will suffer the most. Low-income households could see income losses of 12 per cent in a low emissions scenario and 19 percent in a high emissions scenario by the end of the century — markedly higher losses than the median income group.
- Climate change is a job-killer. Job losses could double by mid-century, and increase to 2.9 million by end-of-century.
- Adaption pays off big. Every dollar spent on adaptation measures saves \$13-\$15, including both direct and indirect economy-wide benefits

Proactive investments in adaptation measures are critical to helping local communities adapt to the changing climate and to reduce risks to residents from acute shocks such as extreme weather as well as chronic climate stressors.

Figure 2: The Municipal Role in Climate Action



18. Canadian Climate Institute, 2022. <https://climateinstitute.ca/reports/the-costs-of-climate-change/#:~:text=Without%20adaptation%2C%20national%20costs%20from,year%20in%20the%20next%20decade.&text=Climate%2Dinduced%20damages%20slow%20Canada's,projected%20GDP%20growth%20in%202025.>



Dufferin County is a healthy and resilient community for all that is equitable, socially connected, economically diverse, and has a flourishing environment for current and future generations.

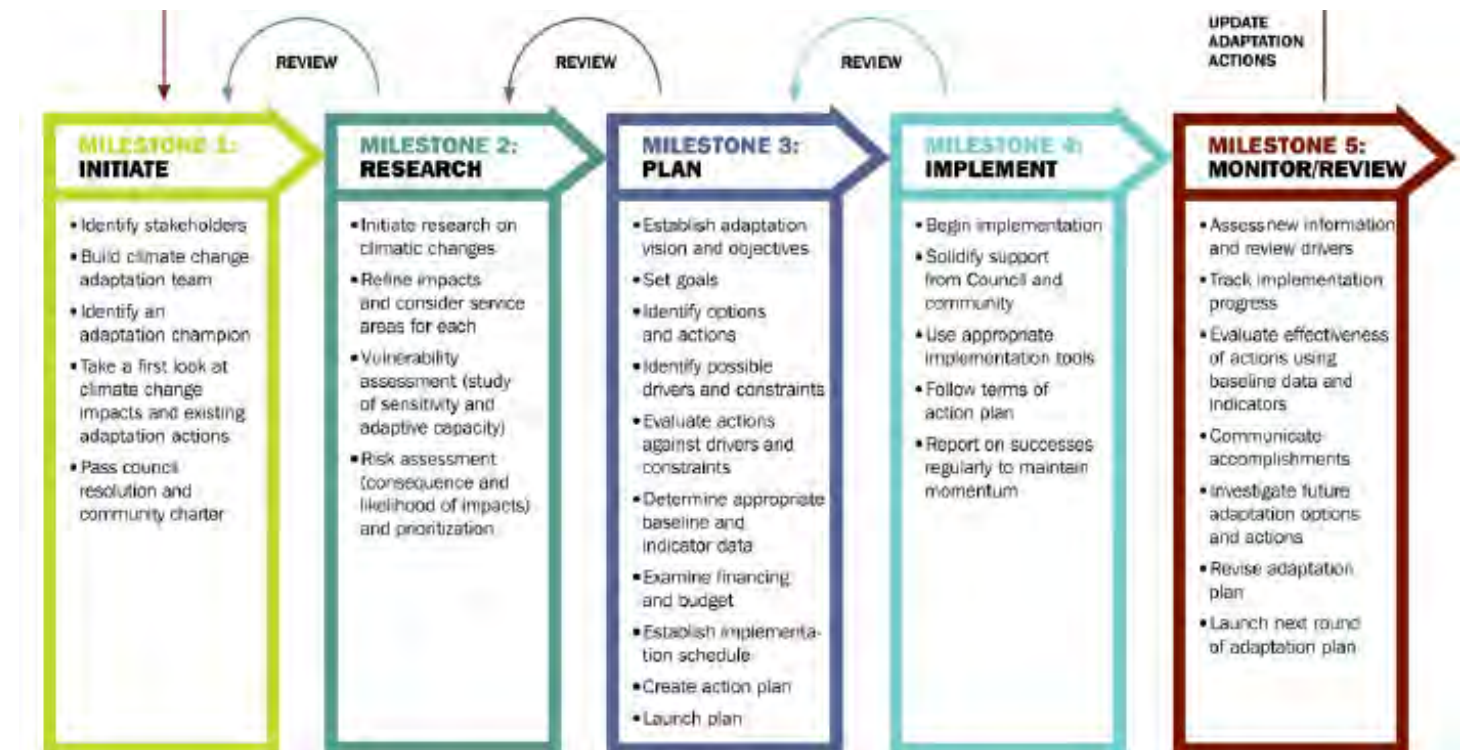
Development of the Strategy was guided by ICLEI Canada’s Building Adaptive and Resilient Communities (BARC program).

BARC is a five-milestone Planning framework for local governments aimed at preparing communities for the impacts of climate change. BARC is a comprehensive planning methodology that guides municipalities through areas of research and climate impact assessment methods, plan development, action-setting processes, implementation planning, and monitoring and review strategies.

As part of the Advancing Adaptation project, Dufferin County worked through and completed Milestone One, Two, and Three of the BARC Framework, culminating in the creation of this Dufferin Climate Adaptation Strategy.

The following sections provide a summary of the work undertaken by the CAWG and Project Team to develop the Dufferin Climate Adaptation Strategy. A detailed overview of this process is available in Appendix B.

Figure 3: BARC Milestone Framework



STRATEGY DEVELOPMENT

“The cost of inaction when it comes to climate change is measurable and mounting. We need to put adaptation and mitigation measures in place now to avoid severe damage to our economy, society, health, and well-being.”

—Rick Smith, President, Canadian Climate Institute

The Dufferin Climate Adaptation Strategy is a strategy for the County, local municipalities, and community members to build climate resilience in the Dufferin County for current and future.

VISION

Throughout 2022, the Climate Adaptation Working Group was engaged to imagine their vision for the future of the municipality. From this, the following vision statement was developed, encompassing the goals of the Dufferin Climate Adaptation Strategy:

UNPACKING TERMINOLOGY

WHAT ARE IMPACT STATEMENTS?

Impact statements are brief statements that summarize the climate related threats to a community. They are created by looking at local climate projections and identifying the potential threats a community might face and how they might affect built, natural, social, and economic systems.

WHAT IS CLIMATE VULNERABILITY?

Climate vulnerability is the degree to which our community is:

1. Sensitive to a climate impact
2. Able to respond to and recover from a climate impact

WHAT IS CLIMATE RISK?

Climate risk is a combination of:

1. The likelihood of a climate impact occurring
2. The severity of the known and estimated social, environmental, and economic consequences of a climate impact

MILESTONE ONE: INITIATE

Fulfilling the criteria of Milestone One, Dufferin County identified a core group of community stakeholders to participate in the adaptation planning process as part of a Climate Change Adaptation Working Group (CAWG).

The working group was crucial in providing topic-specific knowledge and input, ensuring that the Strategy aligned with community needs. Invitees to the working group participated in meetings and workshops to develop the Dufferin Climate Adaptation Strategy and/or were kept informed of progress and were encouraged to provide feedback throughout the development of the Strategy.

MILESTONE TWO: RESEARCH

Milestone Two focused on developing an understanding of local climate change impacts and the major service areas which are likely to be most acutely affected. This was done by developing impact statements and completing a Risk and Vulnerability Assessment.

In September 2021, a Climate Science Report was prepared for Dufferin County by ICLEI Canada. The report used climate models, emission scenarios, and historical weather data to summarize projected changes in temperature and precipitation patterns. These localized projections serve as foundational data to support the identification of vulnerabilities and risks the County will face in a changing climate.

Using the data provided in the Climate Science Report, the CAWG developed 34 impact statements to outline the projected climate threats that Dufferin may face in the short, medium, and long-term.

Afterwards, the CAWG completed a vulnerability assessment for each statement. The purpose of this assessment was to identify what climate impacts Dufferin is most vulnerable to so they are prioritized in adaptation planning. After assigning each impact statement a vulnerability ranking, the CAWG completed a risk assessment. The purpose of this assessment was to further prioritize the climate impacts that pose the greatest risks to Dufferin in adaptation planning. A full summary of the Vulnerability and Risk Assessment Results are available in Appendix C.

Through the vulnerability and risk assessment process 15 climate impacts were prioritized for adaptation planning in Dufferin County.

It is important to note that climate impacts are likely to be felt disproportionately throughout the community. Climate change poses the greatest risk to equity-deserving groups who face deep-rooted social inequities. For instance, seniors, children, persons with disabilities or chronic health conditions, Indigenous, racialized, and low-income populations were identified by the CAWG to be particularly vulnerable to extreme weather events.

Adaptation planning must attend to the task of addressing inequities to ensure that those most impacted by climate change contribute to, access, and benefit from climate solutions.



WHAT ARE EQUITY-DESERVING GROUPS?

Equity-deserving groups are communities that face significant systemic barriers in participating in society. This marginalization could be created by attitudinal, historic, social, and environmental barriers based on age, ethnicity, disability, economic status, gender, nationality, race, sexual orientation and transgender status, etc. Equity-deserving groups are those that identify systemic barriers to equal access, opportunities, and resources due to disadvantage and discrimination and actively seek social justice and reparation.

Table 1: Dufferin County Climate Impact Statements

Impact Statement	Risk Ranking
Impact #15: Increased precipitation in Winter and Spring seasons and freezing rain events, resulting in more salt use, damaging water ecosystems and leading to damage to public assets and infrastructure (i.e. buildings, roads, bridges, trees, streetlights, signs, etc.).	High
Impact #17: Increase in the frequency/intensity of extreme weather events resulting in the loss of natural features (i.e., flora/fauna mortality, closures of parks, trails, green spaces, loss of landscapes, etc.) and the loss of seasonal or cultural traditions and recreation (i.e., loss of time/physical activity outside, relationship with natural world, etc.)	High
Impact #22: Increase in the frequency and intensity of precipitation events causing increased flooding resulting in damage to private assets and infrastructure (i.e., homes, businesses, property, products/inventory, reduced long-term property value, etc.)	High
Impact #10: Increase in average winter temperature resulting in destabilization of the snowpack, reducing water recharge, resulting in a reduction of water quantity in the system, including wetlands.	Medium-high
Impact #23: Increased frequency/intensity of extreme weather events & Winter/Spring precipitation resulting in more frequent accidents (vehicular and active) and dangerous conditions on sidewalks and walking paths resulting in more legal and financial implications for the County and municipalities (i.e., higher insurance premiums, claims against the municipalities, etc.)	Medium-high
Impact #25: Increased frequency/intensity of extreme weather events (especially freezing rain) resulting in increased damage to municipally owned assets and infrastructure (e.g., buildings, signs, streetlights, roads, etc.) resulting in increased maintenance, relocation, or redevelopment of assets and infrastructure.	Medium-high
Impact #3: Increased frequency and intensity of precipitation events, resulting in increased runoff from roads and/or agricultural land, leading to erosion of riverbanks and hillsides and the loss of riparian habitat and sediment load for in-stream habitat	Medium-high
Impact #18: Increased frequency and duration of hot days (>30°C) resulting in the deterioration of and increased maintenance requirements for roads, culverts, sidewalks, trails, and parking lots.	Medium-high
Impact #13: Increased precipitation in Winter and Spring seasons, resulting in more frequent flooding of agriculture fields and soil erosion leading to stressed or failed crops, loss of viable farmland and increased resources to restore degraded land	Medium
Impact #12: Increased frequency and intensity of precipitation events (especially in Winter and Spring) and freezing rain events, resulting in increased runoff from roads and agricultural land and more salt use causing contamination of source water	Medium
Impact #6: Increased frequency and intensity of precipitation events, resulting in flooding of homes, businesses, and institutions, causing more displacement or evacuation of residents from homes, physical injuries, and mental health impacts/stress (e.g., insurance costs, mold, etc.).	Medium
Impact #19: Increased frequency and duration of hot days (>30°C) resulting in project delays, reduced productivity (e.g., from heat stress to workers) and increased need to redesign infrastructure to adhere to higher resiliency standards (i.e. more research, staff capacity, cost, etc.).	Medium
Impact #14: Increased precipitation in Winter and Spring seasons (e.g., more standing water) and rising average annual temperatures resulting in a rise in invasive species (e.g., phragmites) and increased risk and spread of vector- borne diseases (e.g. Lyme and West Nile)	Medium

Impact Statement	Risk Ranking
Impact #21: Increased frequency and duration of hot days (>30°C) resulting increased demand and pressure on electric grid, causing more power outages (blackouts and brown outs) and service disruptions (i.e. business, flow of goods/services, etc.)	Medium
Impact #27: Increased frequency and duration of hot days (>30°C) resulting in the potential failures of critical systems (e.g., HVAC) and reduced access to cooling resources, leading to increased demand on County operations (e.g., increased call volumes to facility managers).	Medium

MILESTONE THREE: PLAN

Milestone Three of the BARC Framework is focused on the creation of an adaptation strategy in collaboration with CAWG members and a wide range of community stakeholders.

The development of the Dufferin Climate Adaptation Strategy involved multiple steps including:

- Identifying and addressing gaps in the Vulnerability and Risk Assessment
- Establishing a final list of community climate risks
- Creating a long-term adaptation vision, goals, and objectives
- Identifying and prioritizing adaptation action options
- Developing implementation schedules and a process for action monitoring and review





TAKING ACTION

The Dufferin Climate Adaptation Strategy is organized under 5 Focus Areas:

Buildings and Infrastructure	Actions to minimize incidences of damage and wear on municipal and private infrastructure
Energy and Economy	Actions to support the maintenance and hardening of energy infrastructure and exploring alternative energy systems to increase system resiliency
Agriculture and Natural Environment	Actions to manage, rehabilitate, and enhance climate resilience in natural systems and increase resilience in the agriculture sector
People and Health	Actions to minimize the direct and indirect human health impacts of climate change
Enabling Actions	Actions to increase municipal capacity to respond to extreme weather events, effectively engage with and communicate risks to the public, and build financial capacity

KEY

In addition to presenting recommended actions for each focus area, the Dufferin Climate Adaptation Strategy identifies a variety of other elements central to each action item, the implementation timeframe, supporting partners, and a list of potential co-benefits associated with each action. Further implementation details for each action item can be found in Appendix D of this strategy.

The schematic below provides an overview of elements present in the action tables.

OBJECTIVE

These are “big picture” goals that will contribute to a significant reduction of community GHG emissions and/or build community capacity and resilience.

ACTION

These are the initiatives that will be undertaken to achieve each objective.

What This Will Look Like

These are the detailed activities required to support the core actions and objectives.

TIME FRAME

Each action scheduled to begin implementation in either the:

Short Term (>2 years)

Medium Term (2 – 5 years)

Long Term (5+ years)

LEAD

identifies department, division, or external partner who will lead or co-lead the implementation of the action.

SUPPORTING PARTNERS

Community partners such as organizations, businesses, institutions, utilities, or conservation authorities who can collaborate with the County on the planning and implementation of climate action items.

***Note: DC = Dufferin County**



BUILDINGS & INFRASTRUCTURE

“Taking proactive adaptation measures can cut the costs of climate change impacts and provide a strong return on investment, saving money in the long-term while paving the way for a more sustainable and prosperous future for Canadians.”

~ Susan McGeachie, Head of BMO Climate Institute, BMO Financial Group

In recent years, the County of Dufferin has experienced increased incidences of damage and wear on municipal infrastructure and private properties.

The impacts are linked to more frequent extreme weather events including increased intensity of rainfall, runoff and erosion, more frequent flooding, and changes to freeze-thaw cycles. These changing conditions will affect the ways in which buildings, road infrastructure and landscapes are designed, constructed, managed, and maintained.

Dufferin County is committed to strengthening the resilience it’s infrastructure systems by incorporating a climate lens into capital planning, designing and construction of buildings and roads. By investing now in climate resilient infrastructure, the County can mitigate the costs of future climate impacts and protect the health and safety of the community.

The actions outlined in Buildings and Infrastructure fall under two objectives that are focused on minimizing incidences of damage and wear on municipal and private infrastructure.

OBJECTIVE 1

Strengthen the resilience of private buildings and infrastructure to climate-related risks and impacts.

ACTION BI.1

Encourage homeowners and property owners to improve the climate resilience of residential and private property through upgrades and/or retrofits.

WHAT THIS WILL LOOK LIKE

- Incorporate climate resiliency assessments into Home Energy Retrofit Program design
- Include and distribute educational resources on climate-resilient building materials, best practices in construction for local climate resiliency, and available incentive programs (e.g. County Hurricane Clip Program) to the building permitting process.

TIMEFRAME

- Short

LEAD

- DC: Climate & Energy
- DC: Building

SUPPORTING PARTNERS

- DC: Finance
- Local municipalities
- Homebuilders Association
- Ontario Contractors Association
- Dufferin Board of Trade

ACTION BI.2

Encourage home and property owners to implement best practices in stormwater management on their home or property to reduce flooding risk

WHAT THIS WILL LOOK LIKE

- Increase offerings of educational workshops and resources to home and property owners to increase flood prevention and effective stormwater management measures (e.g. rain barrels, rain gardens, back flow valves)
- Explore creating an on-property stormwater management incentive program (e.g. County-wide rain barrel program)

TIMEFRAME

- Short

LEAD

- DC: Climate & Energy
- DC: Building

SUPPORTING PARTNERS

- DC: Finance
- Local municipalities
- Homebuilders Association
- Ontario Contractors Association
- Dufferin Board of Trade

ACTION BI.3

Create framework for adopting a Green Development Standard to build resiliency and complete communities (e.g. low-impact development, flood mitigation measures, access to green space, enhanced tree canopy).

WHAT THIS WILL LOOK LIKE

- Partner with local municipalities, planners, and Conservation Authorities to protect existing natural assets (e.g., wetlands, forests, and other greenspaces) and enhance new communities.
- Build partnerships to provide updated mapping and data to support the creation of localized resiliency standards
- Investigate best practices in other municipalities that have implemented GDS
- Explore opportunities to increase climate resiliency in new buildings by promoting higher building standards, and updating by-laws, development guidelines, and zoning regulations.
- Encourage the province to adopt progressive building codes that reflect current climate projections.

TIMEFRAME

- Short

LEAD

- DC: Planning
- DC: Climate & Energy

SUPPORTING PARTNERS

- Local municipal staff and planners
- Conservation Authorities



OBJECTIVE 2

Strengthen resilience of corporate assets and infrastructure to climate-related risks and impacts.

ACTION BI.4

Incorporate a climate lens into asset management, capital planning, and budgetary processes.

WHAT THIS WILL LOOK LIKE

- Identify changing risks of chronic climatic impacts and adapt asset management accordingly and include more frequent infrastructure condition assessments (e.g. increased runoff, erosion, freeze-thaw cycles leading to increased road wash outs).
- Identify opportunities to increase resiliency in buildings when retrofits or renovations are planned.
- Identify opportunities to increase resiliency in road infrastructure when replacements, reconstructions or renewals are planned.

TIMEFRAME

- Short

LEAD

- DC: Finance
- DC: Climate & Energy
- DC: Engineering
- DC: Operations
- DC: Facilities

SUPPORTING PARTNERS

- DC: Procurement
- Funding Partners: FCM/GMF, CCBF tax
- Private sector partnerships

ACTION BI.5

Periodically review and implement best practices in climate resilient infrastructure, design, materials, stormwater management and flood mitigation measures.

WHAT THIS WILL LOOK LIKE

- Create working group or community of practice to share key findings with Dufferin municipalities
- Identify ongoing training and education opportunities on climate resilient infrastructure for staff
- Seek opportunities, partners, and funding to implement nature-based solutions for stormwater management on municipal and private property (e.g. creation of wetlands)
- Create inventory and assess storm structures to determine vulnerability and to improve their adaptive capacity
- Require that infrastructure projects (e.g. upsize culvert replacements where applicable, etc.) use IDF curves that reflect localized climate modelling
- Educate homeowners on right-sizing and locating trees to avoid hydro lines

TIMEFRAME

- Short

LEAD

- DC: Engineering
- DC: Operations
- DC: Building
- DC: Planning
- DC: Climate & Energy

SUPPORTING PARTNERS

- Local municipal staff and planners

ACTION BI.6

Develop a County road infrastructure resiliency program.

WHAT THIS WILL LOOK LIKE

- Complete inventory and State of Infrastructure Review to understand performance and condition of assets
- Identify economic and emergency routes and roads most at risk to prioritize for resiliency upgrades
- Review and update standard cross section (including embankments)
- Review and improve drainage corridors
- Explore the use of technology (e.g. AI, drones) to improve efficiency of monitoring and reporting of critical road infrastructure

TIMEFRAME

- Short

LEAD

- DC: Engineering
- DC: Operations

SUPPORTING PARTNERS

- DC: Climate & Energy





ENERGY & ECONOMY

“The cost of inaction when it comes to climate change is measurable and mounting. We need to put adaptation and mitigation measures in place now to avoid severe damage to our economy, society, health, and well-being.”

~ Rick Smith, President, Canadian Climate Institute

Climate change can pose significant risks to the local economy, not only for business’ operations, but also to their suppliers, employees, customers, and people living in the areas in which they operate.

Dufferin County will support businesses in becoming climate-ready to ensure the continuity of operations, improve their ability to reduce and manage risk, and build and maintain a positive reputation within the community.

The engine that drives the local economy is reliant on a consistent supply and reliable energy grid for heating and cooling, the delivery of essential services and the function of business. The importance of a resilient electrical grid will only grow as we increasingly electrify our transportation systems, our homes and businesses. The County will continue to work with local utilities to support the maintenance and hardening of energy infrastructure, while also exploring alternative energy systems to increase system resiliency.

The actions in Energy & Economy fall under two objectives focused on supporting the maintenance and hardening of energy infrastructure and exploring alternative energy systems to increase system resiliency.

OBJECTIVE 1

Enable local businesses and organizations to plan for climate-related risks.

ACTION EE.1

Provide guidance to local businesses on how to maintain business continuity (e.g. supply chain) during extreme weather

WHAT THIS WILL LOOK LIKE

- Partner with BIAs and gauge local businesses’ interest in establishing/participating in a local best practice network (e.g. business continuity and emergency planning, green business practices, adaptation measures) that meets annually to discuss adaptation measures in business operations.
- Explore different avenues (e.g. a business breakfast, open houses, workshops, etc.) to host a climate change and business event.

TIMEFRAME

- Medium

LEAD

- DC: Economic Development
- DC: Climate & Energy

SUPPORTING PARTNERS

- Local Business Improvement Areas
- Dufferin Board of Trade
- Local municipal businesses
- Local municipal Staff



OBJECTIVE 2

Increase the resilience of energy distribution infrastructure to extreme weather through strategic planning and retrofits.

ACTION EE.2

Increase the resilience of energy distribution infrastructure to extreme weather through strategic planning and retrofits.

WHAT THIS WILL LOOK LIKE

- Explore opportunities and feasibility of decentralized energy generation, storage and distribution in the County
- Partner with utility companies to conduct localized vulnerability assessment infrastructure Investigate feasibility of burying powerlines in localized areas to prevent power outages caused by extreme weather (i.e. ice, wind, snow, heavy rain, etc.)
- Track long-term indirect and direct costs of power outages/damages for full-cost accounting to help justify upgrades/system hardening.
- Explore opportunities and feasibility of decentralized energy generation, storage and distribution in the County

TIMEFRAME

- Medium

LEAD

- Local Utilities
- DC: Climate & Energy

SUPPORTING PARTNERS

- IESO
- Private Sector

ACTION EE.3

Ensure all municipal-owned facilities providing critical services (i.e. critical road intersections, vulnerable population facilities such as LTC homes, etc.) have reliable, low-carbon, back-up power systems in place.

WHAT THIS WILL LOOK LIKE

- Conduct a feasibility study investigating strategic back-up battery storage and photovoltaic solar systems at critical buildings to support continuity of municipal services.
- Investigate mobile generator for the interim, including relevant equipment installed at buildings to receive standby power.
- Periodically review best practices, innovations and emerging technologies

TIMEFRAME

- Long

LEAD

- DC: Facilities
- DC: Climate & Energy

SUPPORTING PARTNERS

- Local Utilities
- Private Sector



AGRICULTURE & NATURAL ENVIRONMENT

“A farmer’s connection to climate is inextricable. We rely on being able to work with the weather. This used to be a more reasonable expectation, but in recent years extreme weather scenarios mean at every farm conference the topic of Climate Change Adaptation is being talked about.”

~ Shannon, Local Farmer

Changing seasonal patterns, water availability, extreme weather events, and pest and disease present challenges for Dufferin’s agriculture sector and natural environment.

Dufferin County has a rich natural heritage and vibrant agricultural community. Land in Dufferin County is classified as 70% prime agricultural land and the County boasts 690 farms covering 156,593 acres. Dufferin is also an important headwater area, as it offers the source of five major river systems in the Province: The Credit, Humber, Grand, Saugeen and Nottawasaga.

Agriculture, by nature, is sensitive to a changing climate. Increasing temperatures, shifting precipitation patterns, and changes in the frequency and intensity of severe weather events are currently and projected to affect crops and livestock operations. Adoption of regenerative agriculture practices — including improved fertilizer management, adoption of no-till practices to minimize soil disturbance, and improved water-use efficiency— can help the sector strengthen resilience to climate change.

In Dufferin, our natural environment provides us with important services such as clean air, water, among many other ecosystem services. It also helps us mitigate climate change by sequestering carbon from the atmosphere. As the climate continues to change and ecosystems shift in response, their capacity to provide these services will be affected. Maintaining, restoring and managing ecosystems to address climatic stressors are key to reducing their vulnerability in the face of climate change.

The actions outlined in Agriculture and Natural Environment fall under two objectives that are focused on managing, rehabilitating, and enhancing natural systems and supporting Dufferin farmers in accelerating the adoption of regenerative agriculture practices.

OBJECTIVE 1

Support the protection, rehabilitation, and enhancement of natural systems to foster climate resiliency.

ACTION AN.1

Increase uptake of sustainable land use and management practices by residents and landowners

WHAT THIS WILL LOOK LIKE

- Research barriers to participation in existing forest management programs and explore options to fill gaps and increase uptake
- Increase awareness of external programs that support landowners in adopting sustainable land use practices by sharing information through County communication channels
- Increase awareness and participation in County-funded land enhancement programs by sharing information through County communication channels and hosting educational workshops
- Provide ongoing educational resources and co-host workshops with local experts on sustainable land use management practices

TIMEFRAME

Short

LEAD

- Conservation Authorities
- DC: Climate and Energy

SUPPORTING PARTNERS

- DC: Forest
- DC: Finance
- Dufferin Federation of Agriculture
- Local municipalities
- Dufferin Board of Trade





ACTION AN.2

Implement and support nature-based solutions to enhance water security, habitat restoration, and reduce habitat fragmentation.

WHAT THIS WILL LOOK LIKE

- Actively partner with organizations and leverage funding opportunities to support habitat restoration projects
- Work with County and local municipal planners to minimize the replacement, degradation, or fragmentation of existing natural assets through zoning and site plan approvals
- Review Rural Water Quality Program with an increased focus on supporting climate resilience
- Investigate options to increase climate-resilient tree plantings on private properties

TIMEFRAME

- Short

LEAD

- DC: Climate and Energy
- DC: Forest
- DC: Planning
- Conservation Authorities

SUPPORTING PARTNERS

- Dufferin Federation of Agriculture
- Ontario Soil and Crop
- Ontario Woodlot Association
- Restoration and conservation-focused not-for-profits

OBJECTIVE 2

Support best practices within agricultural management systems to enhance climate resilience.

ACTION AN.3

Increase uptake of regenerative agricultural practices in partnership with farmers to increase soil organic matter, reduce soil erosion, and improve water security.

WHAT THIS WILL LOOK LIKE

- Actively seek opportunities to participate in research projects investigating the link between climate resilience and regenerative agriculture
- Continue to leverage partnerships to incentivize the adoption of regenerative agriculture practices and explore expansion of existing programs (e.g. Experimental Acres)
- Support and share communications from existing organizations that encourage long-term climate friendly practices tailored to diverse producers.

TIMEFRAME

- Short

LEAD

- DC: Climate and Energy

SUPPORTING PARTNERS

- Dufferin Federation of Agriculture
- Conservation Authorities
- Ontario Woodlot Association
- Ontario Soil and Crop
- Regional municipalities
- Headwaters Food and Farming Alliance
- Academic Institutions



PEOPLE & HEALTH

“Public health has made tremendous gains over the past century in improving the health and lives of people in Canada and around the world. Working with other sectors, we must build on these strengths to better prepare for and respond to what the World Health Organization calls the greatest health threat of our time.”

~ Dr. Theresa Tam, Canada’s Chief Public Health Officer

Climate change poses both direct and indirect risks to the health and well-being of our community.

Direct health risks result from exposures to severe weather events such as floods, storms, or heatwaves. Indirect risks are connected to a range of social, environmental, cultural, and economic conditions that effect health. It is important to note that these related health risks are not experienced the same within a community. These vulnerable populations include:

- Seniors
- Children
- Indigenous and racialized populations
- 2SLGBTQIA+ individuals
- Recent immigrants
- Outdoor workers
- Socially and physically isolated individuals
- Individuals with low socio-economic status
- Individuals with existing chronic diseases
- Individuals with mental health conditions, and individuals with disabilities/disabled often experience greater health impacts of climate change¹⁹

19. Region of Waterloo Public Health and Wellington-Dufferin-Guelph Public Health Unit, 2022. <https://wdgpublichealth.ca/reports/climate-change-and-health-vulnerability-assessment>

Refer to Appendix E for a detailed overview of key vulnerable populations of concern in the Wellington-Dufferin-Guelph Public Health Unit.

Action is required now to prevent these impacts and ensure our community is resilient to the growing threats to health. The actions outlined in People and Health fall under three objectives that are focused on increasing resilience to the health impacts of climate related emergencies and stressors.

OBJECTIVE 1

Minimize and manage climate-related health and safety risks for municipal staff.

ACTION PH.1

Review, develop and update policies, procedures, and training to ensure County staff are safe during extreme weather conditions and encourage local municipalities to adopt similar policies and procedures.

WHAT THIS WILL LOOK LIKE

- Review and update policies and procedures with climate resiliency lens (e.g. Inoculation, PPE, Heat Stress and No Working Alone policies, etc.)

TIMEFRAME

- Medium

LEAD

- Dufferin County: Health and Safety

SUPPORTING PARTNERS

- DC: Emergency Management Division
- DC: Climate and Energy Division
- DC: Information Technology
- Local Municipal Staff



OBJECTIVE 2

Enhance social infrastructure in order to minimize and manage climate-related health and safety risks for residents.

ACTION PH.2

Establish and enhance emergency preparedness communications and programs for residents to strengthen personal resiliency to climate impacts

WHAT THIS WILL LOOK LIKE

- Explore community-wide surveys to determine gaps in emergency preparedness programs and communications
- Expand emergency preparedness programming and provision of emergency kits to residents (e.g. emergency kits for new residents; partner with local organizations)
- Connect residents to existing mental health supports after an extreme weather event
- Educate residents on potential insurance coverage gaps and encourage extended coverage where appropriate
- Develop a media toolkit that can be strategically deployed during periods of high news coverage and public attention on extreme weather events

TIMEFRAME

- Short

LEAD

- DC: Emergency Preparedness Division
- DC: Climate and Energy

SUPPORTING PARTNERS

- DC: Community Services
- DC: Fire and Paramedic Services
- Public Health
- Community Newcomer Organizations

ACTION PH.3

Review, develop and update policies, and procedures to ensure residents, in particular those most vulnerable, are safe during extreme weather conditions.

WHAT THIS WILL LOOK LIKE

- Establish social infrastructure designed to meet the needs of vulnerable populations in order to minimize and manage climate-related health and safety risks for residents (e.g. strategically located heating/cooling centres with transportation plans)
- Update evacuation and shelter-in-place plans to integrate increasing risks from climate change; revitalize plans with recovery sections to support damage repairs
- Explore options for emergency notification system
- Develop response plan for prolonged periods of extreme heat (3+ days over 30°C)

TIMEFRAME

- Medium

LEAD

- DC: Emergency Preparedness Division

SUPPORTING PARTNERS

- DC: Climate and Energy
- DC: Paramedics
- DC: Community Services
- Dufferin County Managing, Organizing, Validating, Engagement Strategy (DC MOVES)
- Public Health
- Home and community care organizations

ACTION PH.4

Enhance community connectivity to increase emergency response capacity during climate change related emergencies

WHAT THIS WILL LOOK LIKE

- Provide grants to community-led initiatives that strengthen social connectivity and build capacity for emergency response
- Develop a training program for community volunteers and service club members to provide response and assistance to residents and businesses in times of weather emergency
- Explore options for neighbourhood emergency hubs and kits

TIMEFRAME

- Short

LEAD

- DC: Emergency Preparedness Division
- DC: Climate and Energy
- HCIA

SUPPORTING PARTNERS

- Museum of Dufferin
- DC: Community Services
- Neighbourhood Groups
- Public Health

ACTION PH.5

Monitor and plan for increasing risk of vector-borne disease in the community

WHAT THIS WILL LOOK LIKE

- Partner with Wellington-Dufferin-Guelph Public Health to amplify awareness and educational communications about vector-borne diseases to the public (e.g. West Nile virus)

TIMEFRAME

- Ongoing

LEAD

- Public Health

SUPPORTING PARTNERS

- DC: Climate and Energy Division
- DC: Forest
- DC: Community Services
- DC: Emergency Management
- DC: Early ON
- Local municipalities
- Conservation Authorities



OBJECTIVE 3

Protect tenants in multi-residential buildings from excessive heat in their units.

ACTION PH.6

Establish maximum-temperature by-law for rental properties

WHAT THIS WILL LOOK LIKE

- Determine maximum temperature allowance
- Investigate grant programs for tenants to mitigate potential financial burden
- Prepare a common municipal property standards by-law and enforcement program for the approval of local councils across Dufferin
- Launch awareness programs for tenants and landlords
- Conduct training for municipal by-law enforcements officers

TIMEFRAME

- Short

LEAD

- Dufferin County: Climate and Energy

SUPPORTING PARTNERS

- DC: Housing Services
- DC: Facilities
- Local municipalities
- Local housing providers
- Wellington-Dufferin-Guelph Public



ENABLING ACTIONS

“Increasing our adaptive capacity is a worthwhile investment. The scale of funds and efforts necessary to advance climate action today is far less than the costs associated with delayed action and damages from climate change impacts down the road”.

~ Sara MacRae, Manager of Climate and Energy, Dufferin County

The successful completion of adaptation actions requires a strategic approach and increased access to tools and information.

Dufferin County is moving forward to implement the actions outlined in the Dufferin Climate Adaptation Strategy. This requires a strategic approach to maximize the drivers for and overcome barriers to successful climate action implementation. According to a 2019 report developed by the Clean Air Partnership, examining climate action implementation in other Ontario municipalities, there are five key cross-sectorial drivers of climate action: funding, community partnerships, staff capacity, mainstreaming climate action, and strategic prioritization.

The actions outlined in Enabling Actions fall under three objectives that are focused increasing municipal capacity to respond to extreme weather events, effectively engage with and communicate risks to the public, and build financial capacity.



OBJECTIVE 1

Increase capacity of municipalities to respond to extreme weather (mitigating damages, restoring services, etc.).

ACTION EA.1

Secure new tools and technologies to accelerate and enhance adaptation initiatives.

WHAT THIS WILL LOOK LIKE

- Develop financial stream to support adoption of new technologies (See EA. 4)
- Research and adopt new tools and technologies

TIMEFRAME

- Short

LEAD

- DC: Operations
- DC: Engineering
- DC: Climate and Energy
- DC: Finance

SUPPORTING PARTNERS

- Dufferin Federation of Agriculture
- Conservation Authorities
- Ontario Woodlot Association
- Ontario Soil and Crop
- Regional municipalities
- Headwaters Food and Farming Alliance
- Academic Institutions

ACTION EA.2

Build redundancies into operations to ensure service continuity and improve response to significant weather events and emergencies.

WHAT THIS WILL LOOK LIKE

- Develop Southern Operations Centre to improve response to significant weather events and emergencies
- Cross-training staff to break down silos and encourage collaborative workplace culture through measures like “bring-a-colleague-to-work-day”; giving all staff one cross-training day per year, managers work as their employees for a day, etc.
- Enhance relationships and partnership with local municipalities and other regional ops., including cross-training opportunities

TIMEFRAME

- Short

LEAD

- DC: People and Equity
- DC: Public Works

SUPPORTING PARTNERS

- Local municipalities

ACTION EA.3

Establish mandatory training for County and local municipal staff on climate change.

WHAT THIS WILL LOOK LIKE

- Develop climate change onboarding materials for new staff
- Deliver division specific training to empower staff to lead adaptation initiatives
- Connect staff with third-party training opportunities annually to enhance climate

TIMEFRAME

- Short

LEAD

- DC: Climate and Energy

SUPPORTING PARTNERS

- DC: Human Resources

OBJECTIVE 2

Optimize public communications strategies for extreme weather and other climate impacts.

ACTION EA.4

Enhance efficacy of public communications for emergency preparedness and response initiatives.

WHAT THIS WILL LOOK LIKE

- Collaborate with community stakeholders to identify effective communication channels to reach equity-deserving groups

TIMEFRAME

- Short

LEAD

- DC: Corporate Communications

SUPPORTING PARTNERS

- DC: Community Services
- DC: Climate and Energy
- DC: Emergency Management
-

OBJECTIVE 3

Build financial capacity to plan for and respond to climate related threats.

ACTION EA.5

Create a Climate Reserve Fund to build financial capacity to respond to impacts of climate change and build resiliency

WHAT THIS WILL LOOK LIKE

- Develop criteria to determine how and when reserve funds are utilized
- Allocate a portion of any budget surplus towards a climate response and mitigation reserve

TIMEFRAME

- Short

LEAD

- DC: Finance
- DC: Climate and Energy

SUPPORTING PARTNERS

- DC: Community Services
- DC: Climate and Energy
- DC: Emergency Management



FIRST PRIORITY ACTIONS

“As Dufferin County implements the Dufferin Climate Adaptation Strategy a strategic approach will be adopted to prioritize actions that address our greatest climate risks while also maximizing co-benefits in our community”.

~ Scott Burns, Director of Public Works & County Engineer, Dufferin County

In order to respond quickly and effectively to high-risk climate impacts, five actions will be prioritized for implementation over the next 5 years.



1. Create framework for adopting a Green Development Standard to build resiliency and complete communities (e.g. low-impact development, flood mitigation measures, access to green space, enhanced tree canopy). (BH.3)



2. Encourage homeowners and property owners to improve climate resilience of residential and private property through upgrades and/or retrofits. (BH.1)



3. Establish and enhance emergency preparedness communications and programs for residents to strengthen personal resiliency to climate impacts. (PH.3)



4. Increase uptake of regenerative agricultural practices in partnership with farmers to increase soil organic matter, reduce soil erosion, and improve water security. (AN.3)



5. Incorporate a climate lens into asset management, capital planning, and budgetary processes. (BH.4)



IMPLEMENTING THE STRATEGY

Dufferin County will adopt seven key implementation strategies to maximize the positive environmental, social, and economic impacts of climate action. Five of the implementation strategies align with the capacity building drivers identified by the Clean Air Partnership and two additional strategies will be adopted, focused on engagement and equity, to ensure the Dufferin Climate Adaptation Strategy is community focused:

1. Building community relationships
2. Leveraging funding
3. Increasing staff capacity
4. Institutionalizing climate action
5. Strategic prioritization
6. Centering equity
7. Mobilizing a culture of climate action

BUILDING COMMUNITY PARTNERSHIPS

Climate action is most effective and widespread when implementation is a shared responsibility between local governments and community delivery partners. Dufferin County can mobilize community delivery agents and partnerships during implementation to maximize the efficiency, reach, cost-effectiveness, and credibility of adaptation. Another advantage of the partnership approach is the reduction of municipal risk and the ability to build community capacity through the leveraging of municipal funding.

Potential partners on climate initiatives could include utilities, community groups, non-profit organizations, local schools, conservation authorities, local businesses and associations, academic institutions, and other municipalities.

LEVERAGING FUNDING

Dufferin County can effectively and efficiently implement the actions outlined in this Strategy by leveraging a range of funding programs from the Federal and Provincial Governments, as well as third-party organizations. A list of active funding programs is available in Appendix F. of the Strategy.

INCREASING STAFF CAPACITY

The Clean Air Partnership identifies sufficient staff capacity as a key driver of successful climate action implementation, and, conversely, the lack thereof as a key barrier to implementation. Climate action can be advanced by having staff capacity to coordinate climate actions internally across multiple departments, manage technical projects, apply to and administer grants, and to integrate a greater number of municipal policies, plans, and adaptation programs. In addition, staff capacity is also necessary to directly liaise with community partners, coordinate outreach, and raise awareness for climate programs. It is recommended that Council continue to support the securement of funding for climate staff to ensure the successful implementation of the Dufferin Climate Adaptation Strategy.

INSTITUTIONALIZING CLIMATE ACTION

To ensure long-term accountability and continuity, it is essential that adaptation action planning is embedded into the plans, policies, and procedures of Dufferin County and the local municipalities. Moving forward, Dufferin County can institutionalize climate planning by incorporating adaptation goals into Official Plans, secondary plans, budgets, by-laws, RFPs, and communication and reporting processes.

CENTERING EQUITY

The County recognizes its role in dismantling all forms of systemic racism derived from white supremacy, including but not limited to anti- Black and anti- Indigenous racism, sexism, ableism, transphobia, and homophobia that operate on the personal, interpersonal, and institutional levels. For adaptation initiatives to achieve and support equity goals within the Dufferin County, equity must be a core consideration in the planning and implementation phases of each individual action. A next step for Dufferin County will be the co-creation of evaluation criterion, in collaboration with People and Equity and equity-deserving communities, to ensure that all community members benefit from climate action initiatives and are not inequitably burdened by climate impacts.

MOBILIZING A CULTURE OF CLIMATE ACTION

Dufferin County is committed to facilitating ongoing conversations about climate action in the community. Communication, education, and outreach efforts will work to continually raise awareness of climate change impacts, facilitate knowledge sharing among community members, encourage action, develop community partnerships, and celebrate successes.



OVERSIGHT AND GOVERNANCE

Dufferin County Council will be responsible for the adoption and implementation of the Strategy, while local municipal councils will be encouraged to adopt or create their own community climate action plans to align with the County's direction.

The benefits of this model is that it enables the County to play a leadership role by planning for long-term financial and resource support, while sharing the responsibility for Strategy implementation, and leveraging the capital of the community, the private sector and other levels of government for those strategies that are beyond municipal responsibility.

The CAWG was instrumental in the creation of this Strategy and will be encouraged to continue to support both the broad implementation of the Dufferin Climate Adaptation Strategy and provide technical expertise in projects where appropriate.

MEASURING PROGRESS

Monitoring and evaluating the implementation of the Dufferin Climate Adaptation Strategy is critical to reaching our adaptation goals. Specific monitoring metrics have been identified for each action, outlined in Appendix D. The monitoring of these metrics on a regular basis will allow Dufferin County to determine how to best allocate resources to support implementation and measure the success of action items.

ANNUAL REPORT CARD

Dufferin County will establish an annual report card on the progress of the Dufferin Climate Adaptation Strategy. Report cards should include the status of the actions in the Strategy, and a brief commentary on required next steps, as well as amendments made to action items, if any. The Report Card will be presented to Council annually and made available to the public on the [Climate Action in Dufferin webpage](#).

STRATEGY UPDATES

The Dufferin Climate Adaptation Strategy is intended to function as a living document. As such, the Strategy will be formally reviewed and updated every 5 years to report on progress, set next steps, and ensure that climate planning continues to align with community priorities. The annual report card and 5-year strategy updates will also provide the County with an opportunity to review implementation success from an equity and justice perspective, reflecting on lessons learned, and further opportunities to work towards climate justice in the community.

BUILDING ORGANIZATIONAL CAPACITY

The implementation of the Dufferin Climate Adaptation Strategy will require resources, leadership, and partnerships to achieve local climate targets. The strategy will be complimented by detailed resourcing and divisional implementation plans outlining additional staff capacity, capital funds, and technical support that will be required to be successful.

These required resources must be understood in the context of the cost of inaction – that is, the scale of funds and efforts necessary to advance climate action today is far less than the costs associated with delayed action and damages from climate change impacts down the road.

THE PATH FORWARD

With meaningful action from the County, local municipalities, businesses, organizations, schools, and individuals we can create a prosperous future for the current and future generations of Dufferin County.

Adapting to the challenges posed by a changing climate is a monumental task, but it is also an enormous opportunity to tap into the numerous co-benefits of climate action. A dynamic community that embraces supports and enhances local agriculture, grows sustainable and vibrant urban centers, and protects land, water, and air, stimulates local economies, creates healthy and equitable neighbourhoods, is resilient in the face of climate change.

The solution to climate change is community. Climate change effects everyone and everyone has a role to play – if we work together, we can accelerate climate action and transform our community vision into reality.

CLIMATE ACTION TAKES A COMMUNITY!

This vision of our Dufferin Climate Adaptation Strategy is to build a healthy and resilient community for all that is socially connected, economically diverse, and has a flourishing environment for current and future generations.

But we can't do this alone! To succeed, climate action must be a shared responsibility within our community. Everyone has a role to play and every role is important. Visit Dufferin County's Climate Hub to discover the high-impact actions you can take to help create Dufferin's climate-resilient future!

[Visit dufferincounty.ca/climatechange](https://dufferincounty.ca/climatechange)

APPENDIX A: CLIMATE PROJECTIONS

TEMPERATURE

Temperatures in the Dufferin County are expected to rise in congruence with the provincial changes observed in the data above. The Climate Atlas of Canada tool was used to collect downscaled climate projections, using a baseline of 1976-2005. Within the tool, Orangeville (region) was selected to collect this information, as it was best available area with long-range observed historical data and future climate projections for the County.

In Dufferin County there is a projected annual temperature increase between 2.1°C in the immediate future and 4.3°C by 2080 from the baseline mean under scenario RCP 8.5. Table 2 depicts the projected temperatures using an ensemble of global climate models and applying the RCP 4.5 and RCP 8.5 (business as usual) scenario.

Table 2: Projected Mean Temperatures for Dufferin County (°C) by Season – RCP 4.5 and 8.5

EMISSIONS SCENARIOS	T-MEAN (°C)	BASELINE (1976-2005)	2021-2050			2051-2080		
			LOW	MEAN	HIGH	LOW	MEAN	HIGH
RCP 4.5	Spring	4.5	4.0	6.3	8.7	4.9	7.3	9.8
	Summer	18	18.3	19.8	21.4	19.0	20.9	22.9
	Fall	7.9	9.9	11.6	10	8.9	10.7	12.5
	Winter	-6.8	-7.3	-4.6	-1.8	-6.2	-3.3	-0.5
	Annual	6.0	6.6	7.9	9.3	7.3	9.0	10.6
RCP 8.5	Spring	4.5	4.0	6.4	8.9	5.9	8.4	11.0
	Summer	18	18.6	20.1	21.8	20.5	22.3	24.3
	Fall	7.9	8.4	10.1	11.9	10.2	12.1	13.9
	Winter	-7.3	-7.1	-4.4	-1.5	-4.8	-1.9	0.9
	Annual	6.0	6.7	8.1	9.5	8.7	10.3	11.9

HOT DAYS

Days where the daily maximum temperatures exceed 30°C present the greatest threats to community health due to heat-related illnesses. Examples of these include heat cramps, heat edema, heat exhaustion, or heat stroke. Specific groups, such as those who work outside, infants and young children, older adults (over the age of 65), those with chronic medical conditions, people experiencing homelessness, people planning outdoor sports or activities, and those with limited mobility may be more adversely affected. Moreover, while higher summer temperatures increase electricity demand for cooling, at the same time, it also can lower the ability of transmission lines to carry power, possibly leading to electricity reliability issues during heat waves.

The baseline average number of days when the maximum temperature was greater than or equal to 30°C was 5.1 days for Dufferin County. This is expected to increase to an average of 41.1 days in the 2051-2080 period under the RCP8.5 scenario. This means there will be close to eight times more days above 30°C by 2080 in the County.

Table 3: Extreme Heat Days (Tmax ≥30°C) for Dufferin County - RCP 4.5 and 8.5

EMISSIONS SCENARIOS	TMAX (DAYS)	BASELINE (1976-2005)	2021-2050			2051-2080		
			LOW	MEAN	HIGH	LOW	MEAN	HIGH
RCP 4.5	30°C or more	5.1	3.8	16.7	33.4	7.5	26.2	48.2
RCP 8.5	30°C or more	5.1	5.3	18.5	34.6	18.5	41.1	64.3

With regards to the average length of heat waves (in days), the Dufferin County experienced an average of 1.4 days of heatwave conditions in the baseline period as displayed in Table 3. In the 2051-2080 period, according to RCP 8.5, Dufferin County can expect to see an average heatwave event occurring for 6.4 days – over quadruple the current length.

Overall, heatwave events are projected to occur more frequently and for longer periods of time. These changes become more pronounced as time goes on, and with regards to the higher emissions scenarios. Sustained over several days at a time, these extreme temperatures will have significant impacts on the health of individuals in Dufferin County – heat illnesses can manifest quickly, and lead to long-term health problems and even death. Overexposure to extreme heat is especially dangerous for children and elderly adults, and those who work outside or are physically active in the outdoors.

FREEZE THAW

A freeze-thaw cycle is any day where the minimum temperature is below 0°C and the maximum temperature is above 0°C. The RCP 8.5 ensembles project that freeze-thaw cycles will decrease due to overall warmer temperatures. This is likely due to the fact that overall, the days are getting warmer, and Dufferin County is likely to experience an decrease in the number of days that reach a minimum temperature below 0°C.

Under these conditions, it is likely that some water at the surface was both liquid and ice at some point during the 24-hour period. Freeze-thaw cycles can have major impacts on infrastructure. Water expands when it freezes, so the freezing, melting and refreezing of water can over time cause significant damage to roadways, sidewalks, and other outdoor structures. Potholes that form during the spring, or during mid-winter melts, are good examples of the damage caused by this process.

Table 4: Average Annual Freeze-Thaw Cycles for Dufferin County – RCP 4.5 and 8.5

EMISSIONS SCENARIOS	BASELINE (1976-2005)	2021-2050			2051-2080		
		LOW	MEAN	HIGH	LOW	MEAN	HIGH
RCP 4.5	68.4	49.2	66.0	83.9	47.3	64.7	81.7
RCP 8.5	68.4	48.2	65.0	82.1	43.1	59.4	75.3

PRECIPITATION

On a seasonal basis, in Dufferin County, spring, winter and autumn precipitation accumulations are projected to increase by the end of the century with spring and winter experiencing the greatest increases. These seasonal trends, including relatively stable summer rainfall amounts paired with the projected increases in summer temperatures and heatwave lengths may lead to increased instances of drought. Table 5 presents the precipitation accumulation projections for Dufferin County according to seasons under RCP4.5 and 8.5.

For Dufferin County, the baseline average annual precipitation 905 mm. In a high emission scenario, Dufferin County can expect to experience an average annual precipitation increase of 55 mm during 2021-2050 and 81 mm during 2051-2080.

Table 5: Projected Annual Precipitation (mm) by Season for Dufferin County – RCP. 4.5 and 8.5

EMISSIONS SCENARIOS	T-MEAN (°C)	BASELINE (1976-2005)	2021-2050			2051-2080		
			LOW	MEAN	HIGH	LOW	MEAN	HIGH
RCP 4.5	Spring	220	160	235	318	165	242	329
	Summer	236	150	239	345	143	240	349
	Fall	244	166	251	347	171	262	362
	Winter	205	157	223	296	164	231	303
	Annual	905	784	948	1116	783	975	1174
RCP 8.5	Spring	220	165	242	330	175	256	347
	Summer	236	141	238	345	138	234	352
	Fall	244	167	254	350	165	254	358
	Winter	205	161	226	299	171	242	319
	Annual	905	780	960	1150	801	986	1176

HEAVY OR EXTREME PRECIPITATION

Heavy Precipitation Days (both 10 mm and 20 mm) are days on which at least a total of 10 mm (or 20 mm) of rain or frozen precipitation falls. Frozen precipitation is measured according to its liquid equivalent: 10 cm of snow is usually about 10 mm of precipitation. Max 1-Day precipitation and Max-5 Day precipitation indicate the amount of precipitation that falls on the wettest day of the year, and the five wettest days of the year respectively. The Max 1-Day precipitation amount could be the result of a short but intense precipitation event such as a storm or because a moderate amount of snow/rain falls continuously all day, rather than all at once.

Across the County, heavy precipitation days are expected to increase by approximately 3 days for 10 mm days and 2 days for 20 mm days according to RCP 8.5 by 2051-2080. Maximum 1-Day and 5-day events are also expected to increase across the County, with the greatest increase in 5-day events. For example, Max 5-Day events are projected to increase from a baseline of 64 mm to 73 mm by 2051-2080 for RCP 8.5.

Table 6: Heavy Precipitation Days for Dufferin County - RCP 4.5 and 8.5

VARIABLE	EMISSIONS SCENARIOS	BASELINE (1976-2005)	2021-2050			2051-2080		
			LOW	MEAN	HIGH	LOW	MEAN	HIGH
HEAVY PRECIPITATION DAY (10 MM)	RCP 4.5	25.7	20.0	27.3	35.0	20.2	28.4	37.0
	RCP 8.5	25.7	20.0	28.0	36.7	21.2	28.8	37.1
HEAVY PRECIPITATION DAY (20 MM)	RCP 4.5	6.3	3.4	7.2	11.0	4.0	7.9	12.3
	RCP 8.5	6.3	3.5	7.4	11.6	4.2	8.4	12.8
MAX 1-DAY PRECIPITATION (MM)	RCP 4.5	41	29	44	67	30	45	67
	RCP 8.5	41	29	44	65	31	47	71
MAX 5-DAY PRECIPITATION (MM)	RCP 4.5	64	48	68	98	49	71	103
	RCP 8.5	64	48	69	97	50	73	103



APPENDIX B: STRATEGY DEVELOPMENT

MILESTONE ONE: INITIATE

Fulfilling the criteria of Milestone One, Dufferin County identified a core group of community stakeholders to participate in the adaptation planning process as part of a climate change adaptation working group (CAWG).

Climate change is expected to impact a wide range of areas in Dufferin County such as health, infrastructure, agriculture, and the natural environment. As such diverse community stakeholder were invited to participate in the CAWG.

The working group was crucial in providing topic-specific knowledge and input, ensuring that the Strategy aligned with community needs. By building upon the expertise of these individuals, the CCCAP is reflective of a wide range of perspectives and identifies needs and priorities for Dufferin County. Invitees to the working group participated in meetings and workshops to develop the CCCAP and/or were kept informed of progress and were encouraged to provide feedback throughout the development of the Strategy.

MILESTONE TWO: RESEARCH

Milestone Two focused on developing an understanding of local climate change impacts and the major service areas which are likely to be most acutely affected. This was done by developing impact statements and completing a Risk and Vulnerability Assessment.

IMPACT IDENTIFICATION

The CAWG developed 34 impact statements to outline the projected climate threats that Dufferin may face in the short, medium, and long-term.

Climate-related impact statements are the foundation of the vulnerability and risk assessment process. These are concise statements that outline locally relevant projected threats and how these changes are expected to affect the built, natural, social, and economic systems across the District. They bring together knowledge of climate change and projected changes into the medium- and long-term as well as knowledge of the local conditions in the jurisdiction that is being studied.

Over 42 potential impacts were identified but through revisions and discussions this was reduced to 34. These impacts cover a range of affected areas including infrastructure, the natural environment, public health and safety, tourism, and more. Impact statements were further organized by climate event to help the CAWG better understand the focus and scope of each impact. Climate event categories include:

- Increased in temperature (annual, fall, spring, summer, winter)
- Changing water temperatures and water levels
- Increased temperature variability (moving from high to low)
- Drier conditions (summer)
- Increasing extreme summer temperatures and heatwaves
- Changes in precipitation (annual, all seasons) and changes in Intensity-Duration-Frequency (IDF)
- Increased frequency and intensity of freezing rain
- Increased extreme weather events (e.g. freezing rain, wind, thunderstorms, tornadoes, etc.)

VULNERABILITY ASSESSMENT

After the CAWG developed impact statements, they completed a vulnerability assessment for each statement. The purpose of this assessment was to identify what climate impacts Dufferin is most vulnerable to so they are prioritized in adaptation planning.

Vulnerability is a function of two criteria – the sensitivity of the community to a given climate change impact, and its adaptive capacity, or ability to cope, with given climate change impacts.

Sensitivity is determined by assessing how the functionality of the community would be affected should the impact occur today is considered. This includes considering how the impact would affect the community's ability to deliver and access services, maintain regular functionality, etc. In contrast, adaptive capacity refers to the ability of systems, institutions, individuals, and other assets to adjust to potential damage, to take advantage of opportunities, or to respond to consequences. To determine adaptive capacity, participants considered the time and resources required to restore the community or assets to its previous functionality should the impact occur today, as well as consider any plans, policies, and actions already in place to address this issue.

The vulnerability assessment was carried out using an online survey and was completed by the CAWG. A 'dotmocracy' methodology was used, and under the premise of the impact occurring today, both sensitivity and adaptive capacity were considered when assigning a vulnerability ranking to each of the 34 impact statements.

To determine sensitivity, how the functionality of the community would be affected should the impact occur today is considered. This includes assessing how the impact would affect the community's ability to deliver and access services, maintain regular functionality, etc. In contrast, adaptive capacity refers to the ability of systems, institutions, individuals, and other assets to adjust to potential damage, to take advantage of opportunities, or to respond to consequences. To determine adaptive capacity, participants considered the time and resources required to restore the community or assets to its previous functionality should the impact occur today, as well as consider any plans, policies, and actions already in place to address this issue.

The results from this vulnerability assessment provided a first look at prioritizing the 34 impact statements before doing a more in-depth consideration of future risk. Vulnerability rankings that are "high" indicate the impacts to which the County is sensitive or has low adaptive capacity (ability to cope or recover). The results of the vulnerability assessment identified 7 high ranking impacts, 22 medium ranking impacts, and 5 low ranking impacts.

Table 7: Vulnerability Ranking Summary

Vulnerability Ranking	Number of Impacts
High Vulnerability Very vulnerable to harm arising from the impact	7
Medium Vulnerability Somewhat vulnerable to harm arising from the impact	22
Low Vulnerability Not/not at all vulnerable to the harm arising from the impact	5

Impacts that received a "low" ranking were not carried forward into the risk assessment process, leaving a total of 29 impacts that were further analyzed.

RISK ASSESSMENT

After assigning each impact statement a vulnerability ranking the CAWG completed a risk assessment. The purpose of this assessment was to further prioritize the 29 climate impacts that pose the greatest risks to Dufferin in adaptation planning.

Risk is the combination of the probability of an event occurring and its negative consequences. It can be expressed as a function of likelihood x consequence. In this case, likelihood refers to the probability of a projected impact occurring, and consequence refers to the known or estimated outcomes of a particular climate change impact. When determining likelihood, both recurring (flooding, extreme weather) and slow-onset events (biodiversity loss, shifting eco regions) were considered and rated on a scale of 1 – 5, with 1 being 'rare', and 5 being 'almost certain'. These ratings were informed both by the localized climate change projections, as well as local knowledge and expertise of current conditions.

Table 8: Likelihood Scoring Criteria

Likelihood	Rating	Recurrent Impact	Slow Onset
Almost Certain	5	At least once per year (Annual chance: 100%)	Almost certain - 95% or greater chance of occurrence in next 50 years
Likely	4	Once in 1 to 5 years (Annual chance: 20%-100%)	Likely - 65% to 90% chance of occurrence in next 50 years
Possible	3	Once in 5 to 10 years (Annual chance: 10% to 20%)	Possible - 35%-65% chance of occurrence in next 50 years
Unlikely	2	Once in 10 to 50 years (Annual chance: 2% to 10%)	Unlikely - 5% to 35% chance of occurrence in next 50 years
Very unlikely	1	Once in 50 years or more (Annual chance: <2%)	Very unlikely - less than 5% chance of occurrence in next 50 years

Consequences referred to the known or estimated consequences of a particular impact. To determine consequences, the working group assessed the impacts across twelve different consequence criteria divided into three categories – economic, social, and environmental.

Table 9: Consequence Scoring Categories

Social Consequences	Economic Consequences	Environmental Consequences
Health & Safety	Property Damage	Air
Displacement	Local Economy & Growth	Soil and Vegetation
Loss of Livelihood	Community Livability	Water
Cultural Aspects	Public Administration	Ecosystem Function

Each of the twelve criteria receive a score from 1 – 5, ranking from 'negligible' to 'catastrophic'. As such, each impact receives a risk score for each category, as well as one overall risk score. This was intended to demonstrate that while certain impacts may not rank high in one category, it may have significant consequences in another. As such, both category risks and overall risk scores were used to prioritize the impacts moving forward into planning.

Impacts were prioritized if they had an overall risk score of medium or higher, or if they had an overall risk score of medium-low but at least one category-specific risk score that was medium or higher. This was done to ensure that impacts that posed a significant risk to a specific category were not left out of the process.

The complete results of the risk assessment are outlined below in Table 10.

Table 10: Risk and Vulnerability Assessment Results

IMPACT ID	IMPACT STATEMENT	VULNERABILITY RANKING	LIKELIHOOD (/5)	SOCIAL RISK SCORE (/100)	ECONOMIC RISK SCORE (/100)	RISK SCORE (/100)	TOTAL RISK SCORE (/300)	OVERALL RISK RANKING
1	Increased frequency and duration of hot days (>30°C), resulting in increased dry days/drought conditions and heat stress on livestock and crops, leading to increased demand for appropriate resources (e.g. water to cool animals and for irrigation, shading structures, etc.)	High	4	28	36	40	104	Medium-low
2	Increased frequency and duration of hot days (>30°C) resulting in higher risk of grass and wildfires, causing damage to farms, and damaging sensitive ecosystems, as well as causing physical health impacts from lower air quality and mental health impacts on those that are displaced.	High	3	33	36	48	117	Medium-low
3	Increased frequency and intensity of precipitation events, resulting in increased runoff from roads and/or agricultural land, leading to erosion of riverbanks and hillsides and the loss of riparian habitat and sediment load for in-stream habitat	Medium	5	40	60	65	165	Medium-high
4	Increase in extreme weather events, including more frequent and intense precipitation & severe freezing rain events resulting in disruptions to or failure of hydro infrastructure and telecommunication lines, prolonging outages and potentially resulting in compounding concurrent climate events (e.g., sump pump can't operate during power outage, leading to flooding).	High	5	45	50	40	135	Medium
5	Increase in hot days over 30°C resulting in heatwaves & reduced air quality leading to health and safety risks (e.g. domestic violence/violent altercations, cardiovascular disorders, heat stress, food-borne/water-borne illnesses, etc.) to vulnerable populations (e.g. Seniors, women, children, those with chronic health conditions, temporary foreign workers, those without AC, etc.)	High	5	50	40	30	120	Medium-low

IMPACT ID	IMPACT STATEMENT	VULNERABILITY RANKING	LIKELIHOOD (/5)	SOCIAL RISK SCORE (/100)	ECONOMIC RISK SCORE (/100)	RISK SCORE (/100)	TOTAL RISK SCORE (/300)	OVERALL RISK RANKING
6	Increased frequency and intensity of precipitation events, resulting in flooding of homes, businesses, and institutions, causing more displacement or evacuation of residents from homes, physical injuries, and mental health impacts/stress (e.g. insurance costs, mold, etc.).	High	5	60	55	30	145	Medium
7	Increased frequency and intensity of precipitation events, resulting in overburdening and stress on sewers and waste water treatment facilities, including more raw sewage bypass discharges to local watercourses, contaminating local water.	Medium	5	30	25	40	95	Medium-low
8	Increase in average annual temperature and decrease in cold days, resulting in potential livestock mortality/crop failure (i.e. disrupted growth cycles and growing regions of temperature sensitive plants/crops, more invasive species, etc.) leading to loss of livelihood	High	3	24	48	39	108	Medium-low
9	INcreased hot days (>30°C) and increase in average annual resulting in drought events, low water levels, and low base flow, leading to stress on natural ecosystems (e.g. changing wetland boundaries, plant mortality, biodiversity loss, pollinator impacts, decreased shade canopy) and reduce water quality.	High	3	21	21	27	69	Low
10	Increase in average winter temperature resulting in destabilization of the snowpack, reducing water recharge, resulting in a reduction of water quantity in the system, including wetlands.	High	5	40	75	65	180	Medium-high
11	Increase in water temperatures, resulting in more frequent algae blooms resulting in reduced oxygen levels in water causing potential species die off	High	2	16	14	18	48	Very-low

IMPACT ID	IMPACT STATEMENT	VULNERABILITY RANKING	LIKELIHOOD (/5)	SOCIAL RISK SCORE (/100)	ECONOMIC RISK SCORE (/100)	RISK SCORE (/100)	TOTAL RISK SCORE (/300)	OVERALL RISK RANKING
12	Increased frequency and intensity of precipitation events (especially in Winter and Spring) and freezing rain events, resulting in increased runoff from roads and agricultural land and more salt use causing contamination of source water	High	5	40	65	50	155	Medium
13	Increased precipitation in Winter and Spring seasons, resulting in more frequent flooding of agriculture fields and soil erosion leading to stressed or failed crops, loss of viable farmland and increased resources to restore degraded land	High	4	40	60	56	156	Medium
14	Increased precipitation in Winter and Spring seasons (e.g., more standing water) and rising average annual temperatures resulting in a rise in invasive species (e.g. phragmites) and increased risk and spread of vector-borne diseases (e.g. Lyme and West Nile)	High	5	55	45	35	135	Medium
15	Increased precipitation in Winter and Spring seasons and freezing rain events, resulting in more salt use, damaging water ecosystems and leading to damage to public assets and infrastructure (i.e. buildings, roads, bridges, trees, streetlights, signs, etc.).	Low	5	75	75	65	215	High
16	Increased frequency and intensity of extreme weather events and increased intensity/frequency of precipitation events, resulting in more damage to natural systems, leading to a decreased ability for natural systems to provide ecosystem services (i.e. reduced shading from extreme heat, landscape more vulnerable to flooding, depleted aquifer recharge abilities, reduced air quality from tree decline, etc.).	High	3	36	45	45	126	Medium

IMPACT ID	IMPACT STATEMENT	VULNERABILITY RANKING	LIKELIHOOD (/5)	SOCIAL RISK SCORE (/100)	ECONOMIC RISK SCORE (/100)	RISK SCORE (/100)	TOTAL RISK SCORE (/300)	OVERALL RISK RANKING
17	Increase in the frequency/intensity of extreme weather events resulting in the loss of natural features (i.e. flora/fauna mortality, closures of parks, trails, green spaces, loss of landscapes, etc.) and the loss of seasonal or cultural traditions and recreation (i.e. loss of time/physical activity outside, relationship with natural world, etc.)	High	4	64	64	68	196	High
18	Increased frequency and duration of hot days (>30°C) resulting in the deterioration of and increased maintenance requirements for roads, culverts, sidewalks, trails, and parking lots.	High	5	35	65	60	160	Medium-high
19	Increased frequency and duration of hot days (>30°C) resulting in project delays, reduced productivity (e.g. from heat stress to workers) and increased need to redesign infrastructure to adhere to higher resiliency standards (i.e. more research, staff capacity, cost, etc.).	High	5	40	55	45	140	Medium
20	Increased frequency and duration of hot days (>30°C) resulting in increased energy demand (i.e. costs) for cooling for businesses, residents, and institutions	High	5	30	55	25	110	Medium-low
21	Increased frequency and duration of hot days (>30°C) resulting increased demand and pressure on electric grid, causing more power outages (blackouts and brown outs) and service disruptions (i.e. business, flow of goods/services, etc.)	Medium	5	45	55	30	130	Medium
22	Increase in the frequency and intensity of precipitation events causing increased flooding resulting in damage to private assets and infrastructure (i.e. homes, businesses, property, products/inventory, reduced long-term property value, etc.)	High	5	60	70	65	195	High

IMPACT ID	IMPACT STATEMENT	VULNERABILITY RANKING	LIKELIHOOD (/5)	SOCIAL RISK SCORE (/100)	ECONOMIC RISK SCORE (/100)	RISK SCORE (/100)	TOTAL RISK SCORE (/300)	OVERALL RISK RANKING
23	Increased frequency/intensity of extreme weather events & Winter/Spring precipitation resulting in more frequent accidents (vehicular and active) and dangerous conditions on sidewalks and walking paths resulting in more legal and financial implications for the County and municipalities (i.e. higher insurance premiums, claims against the municipalities, etc.)	Medium	5	60	65	50	175	Medium-High
24	Increase in extreme weather events resulting in demand for emergency shelters (i.e. heating, cooling, power generation) requiring increased emergency planning and resources for municipalities.	High	4	44	36	24	104	Medium-Low
25	Increased frequency/intensity of extreme weather events (especially freezing rain) resulting in increased damage to municipally owned assets and infrastructure (e.g. buildings, signs, streetlights, roads, etc.) resulting in increased maintenance, relocation, redevelopment of assets and infrastructure	High	5	55	65	55	175	Medium-High
26	Increased extreme weather events (including severe freezing rain events and precipitation) resulting in unsafe road and travel conditions, resulting in disruptions to all transportation (active & vehicular), emergency services, and other essential services (i.e. food systems, medical care/hospitals, airports, etc.)	Medium	4	44	48	44	136	Medium
27	Increased frequency and duration of hot days (>30°C) resulting in the potential failures of critical systems (e.g., HVAC) and reduced access to cooling resources, leading to increased demand on County operations (e.g., increased call volumes to facility managers).	Medium	5	50	55	25	130	Medium

IMPACT ID	IMPACT STATEMENT	VULNERABILITY RANKING	LIKELIHOOD (/5)	SOCIAL RISK SCORE (/100)	ECONOMIC RISK SCORE (/100)	RISK SCORE (/100)	TOTAL RISK SCORE (/300)	OVERALL RISK RANKING
28	Increased frequency and duration of hot days (>30°C) resulting in heat-related stress and illness to outdoor workers (i.e. maintenance, construction, etc.)	Medium	5	35	45	20	100	Medium-Low
29	Increase in the frequency/intensity of extreme weather events & back-to-back events resulting in higher mental and physical health implications (from hazardous travel/living conditions, power outages, unsafe food safety practices, etc.) for residents	High	4	44	28	16	88	Medium-Low

The distribution of the Risk Assessment results is displayed in below:

Table 11: Risk Assessment Results Summarized

Risk Ranking	Number of Impacts
High	3
Medium-High	5
Medium	10
Medium-Low	9
Low	1
Very-Low	1

The purpose of the Vulnerability and Risk Assessment process was to prioritize impacts that pose a significant threat to Dufferin County. It is intended that those impacts which scored the highest in the assessment process will be brought forward into Milestone Three (planning phase) of the BARC Framework, where the County and the community will brainstorm adaptive actions to address them. When selecting priority impacts to be considered as part of the planning phase, the Project Team included impacts that had an overall risk score of 'Medium-high' or higher. Additionally, the Project Team reviewed the 'Medium' ranking impacts in greater depth to assess whether any of them should be brought forward into the planning stage

Throughout the vulnerability and risk assessment process, the CAWG emphasized that climate impacts are likely to be felt disproportionately throughout the community. Climate change poses the greatest risk to equity-deserving groups who face deep-rooted systemic inequities. For instance, seniors, children, persons with disabilities, chronic health conditions, Indigenous, racialized, and low-income populations were identified by the CAWG to be particularly vulnerable to extreme weather events.

PRIORITY CLIMATE CHANGE IMPACTS

In total there were 15 impacts brought forward into the planning phase and 21 impacts that scored medium-low, low, and very-low that were not brought forward. Climate impact statements evaluated as a medium-low, low, and very-low risk will be monitored for any changes in their likelihood and consequence and will be considered in future iterations of the Strategy once re-evaluated.

Table 12: Dufferin County Climate Impact Statements Selected for Planning Phase

Impact Statement	Risk Ranking
Impact #15: Increased precipitation in Winter and Spring seasons and freezing rain events, resulting in more salt use, damaging water ecosystems and leading to damage to public assets and infrastructure (i.e. buildings, roads, bridges, trees, streetlights, signs, etc.).	High
Impact #17: Increase in the frequency/intensity of extreme weather events resulting in the loss of natural features (i.e., flora/fauna mortality, closures of parks, trails, green spaces, loss of landscapes, etc.) and the loss of seasonal or cultural traditions and recreation (i.e., loss of time/physical activity outside, relationship with natural world, etc.)	High
Impact #22: Increase in the frequency and intensity of precipitation events causing increased flooding resulting in damage to private assets and infrastructure (i.e., homes, businesses, property, products/inventory, reduced long-term property value, etc.)	High
Impact #10: Increase in average winter temperature resulting in destabilization of the snowpack, reducing water recharge, resulting in a reduction of water quantity in the system, including wetlands.	Medium-high

Impact Statement	Risk Ranking
Impact #23: Increased frequency/intensity of extreme weather events & Winter/Spring precipitation resulting in more frequent accidents (vehicular and active) and dangerous conditions on sidewalks and walking paths resulting in more legal and financial implications for the County and municipalities (i.e., higher insurance premiums, claims against the municipalities, etc.)	Medium-high
Impact #25: Increased frequency/intensity of extreme weather events (especially freezing rain) resulting in increased damage to municipally owned assets and infrastructure (e.g., buildings, signs, streetlights, roads, etc.) resulting in increased maintenance, relocation, or redevelopment of assets and infrastructure.	Medium-high
Impact #3: Increased frequency and intensity of precipitation events, resulting in increased runoff from roads and/or agricultural land, leading to erosion of riverbanks and hillsides and the loss of riparian habitat and sediment load for in-stream habitat	Medium-high
Impact #18: Increased frequency and duration of hot days (>30°C) resulting in the deterioration of and increased maintenance requirements for roads, culverts, sidewalks, trails, and parking lots.	Medium-high
Impact #13: Increased precipitation in Winter and Spring seasons, resulting in more frequent flooding of agriculture fields and soil erosion leading to stressed or failed crops, loss of viable farmland and increased resources to restore degraded land	Medium
Impact #12: Increased frequency and intensity of precipitation events (especially in Winter and Spring) and freezing rain events, resulting in increased runoff from roads and agricultural land and more salt use causing contamination of source water	Medium
Impact #6: Increased frequency and intensity of precipitation events, resulting in flooding of homes, businesses, and institutions, causing more displacement or evacuation of residents from homes, physical injuries, and mental health impacts/stress (e.g., insurance costs, mold, etc.).	Medium
Impact #19: Increased frequency and duration of hot days (>30°C) resulting in project delays, reduced productivity (e.g., from heat stress to workers) and increased need to redesign infrastructure to adhere to higher resiliency standards (i.e. more research, staff capacity, cost, etc.).	Medium
Impact #14: Increased precipitation in Winter and Spring seasons (e.g., more standing water) and rising average annual temperatures resulting in a rise in invasive species (e.g., phragmites) and increased risk and spread of vector- borne diseases (e.g. Lyme and West Nile)	Medium
Impact #21: Increased frequency and duration of hot days (>30°C) resulting increased demand and pressure on electric grid, causing more power outages (blackouts and brown outs) and service disruptions (i.e. business, flow of goods/services, etc.)	Medium
Impact #27: Increased frequency and duration of hot days (>30°C) resulting in the potential failures of critical systems (e.g., HVAC) and reduced access to cooling resources, leading to increased demand on County operations (e.g., increased call volumes to facility managers).	Medium

MILESTONE THREE: PLAN

Milestone Three of the BARC Framework is focused on the creation of an adaptation strategy in collaboration with CAWG members and a wide range of community stakeholders.

The development of the Dufferin Climate Adaptation Strategy involved multiple steps including:

- Identifying and addressing gaps in the Vulnerability and Risk Assessment
- Establishing a final list of community climate risks
- Creating a long-term adaptation vision, goals, and objectives
- Identifying and prioritizing adaptation action options
- Developing implementation schedules and a process for action monitoring and review

ACTION IDENTIFICATION AND PRIORITIZATION

In June 2022 an action brainstorming workshop was held with the CAWG. A total of 89 actions and associated sub-actions were identified by the CAWG, which were then evaluated and streamlined by the Project Team where necessary, resulting in a total of 23 actions within five key focus areas.

The 23 actions were further evaluated using prioritization criteria adapted from the Canadian Communities Guidebook for Adaptation to Climate Change. Each action received a score for the following criteria to determine which actions should be of urgent, high, and medium priority:

- Effectiveness/ Urgency
- Affordability
- Feasibility
- Acceptability
- Equity
- Flexibility

Urgent Priority = Action to be completed in 2 years or less

Medium Priority = Action to be completed between 2 to 5 years

High Priority = Action to be completed in 5+ years

IMPLEMENTATION

An implementation workshop was held with members of the CAWG in September 2022 to develop implementation schedules for each action. The implementation schedules are intended to be a living document, and will be further refined as implementation progresses. Updates may be made to accommodate changes in policies, staff or financial resources, and unexpected extreme weather events. This flexibility will ensure Dufferin County and community partners are not constrained to certain parameters should new opportunities for implementation arise.

The implementation schedules were developed to identify and allocate resources required to implement priority actions. Alongside every priority action, the Implementation Schedule includes:

Action Name: The name of the identified action

Action Details: Description of the intent of the action, what it hopes to achieve, and its relative scope.

Supporting Actions: Actions to help support the implementation of the action, or steps that need to be taken before the action itself can be considered.

Lead Organization: department/organization that will lead implementation.

Potential Supporting Organization(s): The department(s)/organization(s) that will support implementation of the action.

Current Practice: Related programs, initiatives, or policies that are already underway or happening that speak to or are in alignment with the action.

Anticipated timing: How long implementation of action would take (i.e. short-term (<2 years), medium-term (2-5 years), long-term (5+ years))

Immediate Next Steps: Immediate next steps that need to be taken to kick-start implementation

Monitoring Metric: Indicator(s) to monitor the action and evaluate progress on achieving the identified objectives.

The complete implementation schedules for each action can be found in Appendix C.

APPENDIX C: IMPLEMENTATION SCHEDULE

BUILDINGS & INFRASTRUCTURE

Table 13: Buildings & Infrastructure Implementation Schedule

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Strengthen the resilience of private buildings and infrastructure to climate-related risks and impacts								
BI.1	Encourage homeowners and property owners to improve the climate resilience of residential and private property through upgrades and/or retrofits	<p>Incorporate climate resiliency assessments into Home Energy Retrofit Program design</p> <p>Include and distribute educational resources on climate-resilient building materials, best practices in construction for local climate resiliency, and available incentive programs (e.g. County hurricane clip program) to the building permitting process.</p>	Short	DC: Climate & Energy DC: Building	DC: Finance Local municipalities Homebuilders Association Ontario Contractors Association Dufferin Board of Trade	<p>Home Flood Protection Campaign</p> <p>Hurricane Clip program</p>	<p>Review best practices to include in Residential Energy Retrofit Program.</p> <p>Review existing education resources and training available to contractors and building inspectors.</p> <p>Engage building department to help develop and distribute materials to residents.</p> <p>Survey to DBOT members/contractors on education materials and current level of knowledge.</p>	<p>Home resiliency guidance document created</p> <p># of trainings completed for Builder Inspectors</p> <p># of new stakeholders engaged</p>
BI.2	Encourage home and property owners to implement best practices in stormwater management on their home or property to reduce flooding risk	<p>Increase offerings of educational workshops and resources to home and property owners to increase flood prevention and effective stormwater management measures (e.g. rain barrels, rain gardens, back flow valves, etc.)</p> <p>Explore creating an on-property stormwater management incentive program (e.g. County-wide rain barrel program)</p>	Short	DC: Climate & Energy	DC: Engineering DC: Planning DC: Emergency Preparedness Local munis INTACT Centre for Flood Protection	<p>Various local municipal stormwater Initiatives</p> <p>County-led annual Home Flood Protection Campaign</p> <p>Inventory of Stormwater management assets</p>	Continue and expand flood prevention education program	# of homeowners reached in campaign

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
BI.3	Create framework for adopting a Green Development Standard to build resiliency and complete communities (e.g. low-impact development, flood mitigation measures, access to green space, enhanced tree canopy)	<p>Partner with local municipalities, planners, and Conservation Authorities to protect existing natural assets (e.g., wetlands, forests, and other greenspaces) and enhance new communities.</p> <p>Build partnerships to provide updated mapping and data to support the creation of localized resiliency standards (e.g. identify areas of high risk for urban heat island effect and respond with increased tree canopy requirements)</p> <p>Investigate best practices in other municipalities that have implemented GDS; collaborate with neighbouring municipalities</p> <p>Explore opportunities to increase climate resiliency in new buildings by promoting higher building standards, and updating by-laws, development guidelines, and zoning regulations</p> <p>Encourage the province to adopt progressive building codes that reflect current climate projections</p>	Short	DC: Climate & Energy DC: Planning	Local municipal planners Conservation Authorities	<p>Currently exploring collaborative approach across region to develop GDS</p> <p>Municipal Comprehensive Review process underway</p>	<p>Identify additional funding sources and ensure budget is approved</p> <p>Determine scope of work and partnership governance structure</p> <p>Create education and engagement plan</p> <p>Build council support</p>	<p>Education sessions delivered</p> <p>Standards created and applied to development applications</p> <p>Number of developments build using standards or applications processed</p>

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Strengthen resilience of corporate assets and infrastructure to climate-related risks and impacts								
BI.4	Incorporate a climate lens into asset management, capital planning, and budgetary processes	<p>Identify changing risks of chronic climatic impacts and adapt asset management accordingly and include more frequent infrastructure condition assessments (e.g. increased runoff, erosion, freeze-thaw cycles leading to increased road wash outs)</p> <p>Identify opportunities to increase resiliency in buildings when retrofits or renovations are planned</p> <p>Identify opportunities to increase resiliency in road infrastructure when replacements, reconstructions or renewals are planned</p> <p>Develop reporting system for tracking significant weather events and associated response costs in order to monitor trends</p> <p>Shift procurement practices to include climate considerations in RFP development and when evaluating submissions.</p> <p>Create a Climate Reserve to build financial capacity to respond to impacts of climate change and build resiliency (see EA.5)</p>	Short	DC: Finance DC: Climate & Energy DC: Engineering DC: Operations DC: Facilities	DC: Procurement Funding Partners: FCM/GMF, CCBF tax Private sector partnerships	Building Conditions Assessments (BCA) ever 5 years Asset management plan updated every 5 years Capital forecast plans completed for 5 and 20 year	Complete FCM framework/matrix for risk assessment of current assets Identify staff to attend training and share learnings – e.g. AMONT, FCM, CNAM, OSPE Community of Practice amongst municipal staff Identify mechanisms and criteria to begin developing Climate Reserve	# of significant weather events, system established, cost captured Upgraded materials and assets are used to break the like-for-like replacement cycle Tracking system established for changes and initiatives that municipality has done and bring to insurance to reduce premiums # of RFPs issued that include climate considerations # of trainings attended/number of staff trained # of annual dollars allocated to and from Climate Reserve

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
BI.5	Periodically review and implement best practices in climate resilient infrastructure, design, materials, stormwater management and flood mitigation measures.	<p>Create Community of Practice to share key findings with Dufferin municipalities</p> <p>Seeking/require ongoing training and education opportunities for knowledge building and sharing of climate resilient infrastructure</p> <p>Seek opportunities, partners, and funding to implement nature-based solutions for stormwater management on municipal and private property (e.g. creation of wetlands)</p> <p>Inventory and assess storm structures to determine vulnerability and to improve their adaptive capacity</p> <p>Require that the most current of forward IDF curves that reflect localized climate modelling to infrastructure projects (e.g. upsize culvert replacements where applicable, etc.) are regularly integrated into projects</p> <p>Educate homeowners on right-sizing and locating trees to avoid hydro lines</p>	Medium	DC: Climate & Energy DC: Engineering DC: Operations DC: Building DC: Planning	Local municipal staff and planners	Actively participation in discussions with utility standards forum for updating engineering standards Ontario province standards are updated regularly for roads Quality control for material testing on roads – following minimum maintenance requirements	Develop materials for educating homeowners Create municipal community of practice for resilient infrastructure Pursue LiDAR data to cover whole county to help better identify flood risks	Education campaigns created for residents Regular COP meetings Updated LiDAR data covering whole county complete

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
B1.6	Develop a County road infrastructure resiliency program.	<p>Complete an inventory and State of Infrastructure Review to understand current performance and condition of assets</p> <p>Identify economic and emergency routes and roads most at risk to prioritize for resiliency upgrades</p> <p>Review and update standard cross section (including embankments)</p> <p>Review and improve drainage corridors</p> <p>Explore the use of technology (e.g. AI, drones) to improve efficiency of monitoring and reporting of critical road infrastructure (e.g. integrate into vehicles to track road status and quality like thermal mapping to determine changes in infrastructure, where to plant trees to mitigate problems, etc.)</p>	Short	DC: Engineering DC: Operations	DC: Climate & Energy	<p>Roads Needs Study: Biennial road inspections</p> <p>OSIM: Structure Inspections above 3m (e.g. bridges, culverts, etc) (biennially)</p> <p>Drainage reviewed during capital planning and construction (localized areas)</p> <p>Best practices implemented to extend road life (e.g. grading, sealing cracks, asphalt-concrete mix)</p> <p>Currently use minimum maintenance standards (O.Reg 239/02)</p>	<p>For RFPs, include section that goes beyond condition and function, but also includes climate risks (can be separated out for costing for upsizing); intended outcome to re-prioritize work when climate risks are considered</p> <p>Investigate additional funding sources to create plan</p>	Program established, implemented and monitored

ENERGY & ECONOMY

Table 14: Energy & Economy Implementation Schedule

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Enable local businesses and organizations to plan for climate-related risks								
EE.1	Provide guidance to local businesses on how to maintain business continuity	<p>Partner with BIAs and gauge local businesses' interest in establishing/participating in a local best practice network (e.g. Business continuity and emergency planning, green business practices, adaptation measures) that meets annually to discuss adaptation measures in business operations.</p> <p>Explore different avenues (e.g. a business breakfast, open houses, workshops, etc.) to host a climate change and business event</p>	Medium	DC: Economic Development DC: Climate & Energy	<p>BIAs</p> <p>Dufferin Board of Trade</p> <p>Local businesses</p> <p>Local municipalities</p>	N/A	Partner with Economic Development Officers, BIAs	Network formed # of new partnerships
Objective: Improve the resilience of energy infrastructure to weather-related disruptions								
EE.2	Increase the resilience of energy distribution infrastructure to extreme weather through strategic planning and retrofits	<p>Explore opportunities and feasibility of decentralized energy generation, storage and distribution in the County</p> <p>Partner with utility companies to conduct localized vulnerability assessment infrastructure</p> <p>Track long-term indirect and direct costs of power outages/damages for full-cost accounting to help justify upgrades/system hardening.</p> <p>Encourage burying powerlines in localized areas to prevent power outages caused by extreme weather where feasible</p> <p>Explore opportunities and feasibility of decentralized energy generation, storage and distribution in the County</p>	Medium	Local Utilities DC: Climate & Energy	<p>Independent Electricity Systems Operator (IESO)</p> <p>Private Sector</p>	<p>OV Hydro participates in OEB reliability working group</p> <p>Identifies opportunities to rebuild when infrastructure fails (not like-for-like)</p> <p>Regularly evaluating the feasibility of burying lines.</p>	<p>Scan for best practices of tracking damages and costing</p> <p>Identify potential partners for future alternative energy systems</p>	<p>Scan completed</p> <p># of partnerships identified and formed</p>

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
EE.3	Ensure all municipal-owned facilities providing critical services (i.e. critical road intersections, vulnerable population facilities such as LTC homes, etc.) have reliable, low-carbon, back-up power systems in place.	<p>Conduct a feasibility study investigating strategic back-up battery storage and PV solar systems at critical buildings to support continuity of municipal services.</p> <p>Investigate mobile generator for interim, including relevant equipment installed at buildings to receive standby power</p> <p>Periodically review best practices, innovations and emerging technologies</p>	<p>Short - interim fossil fuel solution</p> <p>Long - battery back up systems</p>	<p>DC: Facilities</p> <p>DC: Emergency Management</p>	DC: Climate & Energy	<p>Some buildings have back-up generators, all fossil fuel</p> <p>Some critical facilities already have permanent back up generators on site: Dufferin Oaks (Diesel), Zina (Diesel), Primrose (CNG), OV Ambulance (Diesel); GV and Shelburne Ambulance Stations equipped for mobile units that are rented as needed</p>	<p>Short-term: Investigate installing equipment to receive standby power at the Edelbrock Centre (admin building)</p> <p>Investigate purchasing mobile generator</p> <p>Long Term: Investigate funding sources for feasibility study of battery backup systems.</p> <p>Investigate Bi-directional charging, microgrids</p>	<p>Studies and costing completed</p> <p>Having systems in place</p> <p>Generator purchased</p> <p>Buildings equipped to received standby power</p>

AGRICULTURE & NATURAL ENVIRONMENT

Table 15: Agriculture & Natural Environment Implementation Schedule

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Support the protection, rehabilitation, and enhancement of natural systems to foster climate resiliency								
AN.1	Increase uptake of sustainable land use and management practices by residents and landowners	<p>Research barriers to participation in existing forest management programs and explore options to fill gaps and increase uptake.</p> <p>Increase awareness of external programs that support landowners in adopting sustainable land use practices by sharing information through County communication channels</p> <p>Increase awareness and participation in County-funded land enhancement programs by sharing information through County communication channels and hosting educational workshops</p> <p>Provide ongoing educational resources and co-host workshops with local experts on sustainable land use management practices</p>	Short	<p>Conservation Authorities</p> <p>DC: Climate and Energy</p>	<p>DC: Forest</p> <p>DC: Finance</p> <p>Dufferin Federation of Agriculture</p> <p>Local municipalities</p> <p>Dufferin Board of Trade</p>	<p>Rural Water Quality Program</p> <p>Experimental Acres Pilot</p> <p>Living Snow Fence Program</p> <p>Sharing information on provincial programs</p>	<p>Create communications plan for County funded programs</p> <p>Complete scan of municipal programs supporting forest management</p>	<p># of applications received annually to County funded programs</p> <p># of dollars awarded annually through County funded programs</p> <p># of acres enhanced through County funded programs</p> <p># of resources shared annually on external programs</p>
AN.2	Implement and support nature-based solutions to enhance water security, habitat restoration, and reduce habitat fragmentation.	<p>Actively partner with organizations and leverage funding opportunities to support habitat restoration projects</p> <p>Work with county and local municipal planners to minimize the replacement, degradation, or fragmentation of existing natural assets through zoning and site plan approvals</p> <p>Review Rural Water Quality Program with an increased focus on supporting climate resilience</p> <p>Investigate options to increase climate-resilient tree plantings on private properties</p>	Short	<p>DC: Climate and Energy</p> <p>DC: Forest</p> <p>DC: Planning</p> <p>Conservation Authorities</p>	<p>Dufferin Federation of Agriculture</p> <p>Ontario Soil and Crop</p> <p>Ontario Woodlot Association</p> <p>Restoration and conservation focused not-for-profits</p>	<p>Regular review of Rural Water Quality Program Development guidelines</p> <p>Identify funding opportunities to implement nature-based solutions</p> <p>Research options to increase climate-resilient tree plantings (e.g. tree nursery)</p>	<p>Establish Rural Water Quality Program Review Committee</p> <p>Identify funding opportunities to implement nature-based solutions</p> <p>Research options to increase climate-resilient tree plantings (e.g. tree nursery)</p>	<p># of acres protected, restored, or enhanced through County project annually</p> <p># of new tree plantings annually</p> <p>Annual increase in tree coverage in urban areas</p>

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Support best practices within agricultural management systems to enhance climate resilience								
AN.3	Increase uptake of regenerative agricultural practices in partnership with farmers to increase soil organic matter, reduce soil erosion, and improve water security.	Actively seek opportunities to participate in research projects investigating the link between climate resilience and regenerative agriculture Continue to leverage partnerships to incentivize the adoption of regenerative agriculture practices and explore expansion of existing programs (e.g. Experimental Acres) Support and share communications from existing organizations that encourage long-term climate friendly practices tailored to diverse producers.	Short	DC: Climate and Energy	Ontario Woodlot Association Ontario Soil and Crop Regional municipalities Headwaters Food and Farming Alliance Academic Institutions	Experimental Acres Pilot Building connections with academic researchers Share external resources and funding opportunities with agriculture community via County communication channels	Continue to work with agriculture community and sector partners to activate and expand programming	# of research partnerships established annually # of external resources shared annually

PEOPLE & HEALTH

Table 16: People & Health Implementation Schedule

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Minimize and manage climate-related health and safety risks for municipal staff								
PH.1	Review, develop and update policies, procedures, and training to ensure County staff are safe during extreme weather conditions and encourage local municipalities to adopt similar policies and procedures.	Review and update policies and procedures with climate resiliency lens (e.g. Inoculation, PPE, No Working Alone policies, etc.). Develop reporting system for tracking significant weather events and associated response costs in order to monitor trends (see Bl.4)	Medium	DC: Health and Safety	DC: Emergency Management Division DC: Climate and Energy Division DC: Information Technology Local Municipal Staff	No Working Alone Policy Heat Stress Policy	Complete literature review to identify best practices Review current policies and identify necessary additions or enhancements in collaboration with affected departments	# of measures/policies that directly or indirectly address safety for staff during extreme weather events # of adjusted workdays per year due to extreme weather conditions
Objective: Enhance social infrastructure in order to minimize and manage climate-related health and safety risks for residents								
PH.2	Establish and enhance emergency preparedness communications and programs for residents to strengthen personal resiliency to climate impacts.	Explore community-wide survey to determine gaps in emergency preparedness programs and communications Expand emergency preparedness programming and provision of emergency kits to residents (e.g. emergency kits for new residents; partner with local organizations) Connect residents to existing mental health supports after an extreme weather event Educate residents on potential insurance coverage gaps and encourage extended coverage where appropriate Develop media toolkit that can be strategically deployed during periods of high news coverage and public attention on extreme weather events	Short	DC: Emergency Management Division DC: Climate and Energy	DC: Community Services DC: Fire and Paramedic Services Public Health Community Newcomer Organizations	Public education campaigns, videos, and presentations/workshops Provide preparedness resources as prizes to community members	Explore options to increase capacity of Emergency Management Division Explore partnership opportunities with community organizations	# of households prepared for a 7-day emergency # Emergency preparedness events and attendees # of emergency kits distributed # of engagements and reach on social media and website content

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
PH.3	Review, develop and update policies, and procedures to ensure residents, in particular those most vulnerable, are safe during extreme weather conditions.	<p>Establish social infrastructure designed to meet the needs of vulnerable populations in order to minimize and manage climate-related health and safety risks for residents (e.g. strategically placed heating/cooling centres with transportation plans)</p> <p>Update evacuation and shelter-in-place plans to integrate increasing risks from climate change; revitalize plans with recovery sections to support damage repairs</p> <p>Explore options for emergency notification system</p> <p>Develop response plan for prolonged periods of extreme heat (3+ days over 30°C)</p>	Medium	DC: Emergency Preparedness	<p>DC: Climate and Energy</p> <p>DC: Paramedics</p> <p>DC: Community Services</p> <p>Dufferin County Managing, Organizing, Validating, Engagement Strategy (DC MOVES)</p> <p>Public Health</p> <p>Home and community care organizations</p>	<p>Emergency Preparedness distributes public information brochures on extreme heat</p> <p>Emergency Management Plans Severe Weather Annex</p> <p>Local municipal heating and cooling centres</p>	<p>Identifying multi-residential buildings without cooling as starting point for identifying hotspots for transportation</p> <p>Review and update existing emergency plans</p> <p>Scan of emergency notification software options</p>	<p>Capacity of cooling/heating/emergency shelters</p> <p>Average distance to cooling/heating/emergency shelters from known hotspots/vulnerable population location</p> <p>Emergency plans updated to reflect climate priorities</p> <p>Community emergency notification system option selected</p>

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
PH.4	Enhance community connectivity to increase emergency response capacity during climate change related emergencies	<p>Provide grants to community-led initiatives that strengthen social connectivity and build capacity for emergency response</p> <p>Develop a training program for community volunteers and service club members to provide response and assistance to residents and businesses in times of weather emergency</p> <p>Explore options for neighbourhood emergency hubs and kits</p>	Short	DC: Emergency Preparedness DC: Climate and Energy HCIA	<p>Museum of Dufferin</p> <p>DC: Community Services</p> <p>Neighbourhood Groups</p> <p>Public Health</p>	<p>Public education campaigns, videos, and presentations/workshops</p> <p>Provide preparedness resources as prizes to community members</p>	<p>Complete community asset mapping and scan of municipal examples</p> <p>Complete scan and review of existing training programs for emergency response volunteers</p> <p>Complete scan and review of options for neighbourhood emergency hubs</p> <p>Establish a dedicated financial stream to fund climate community grants</p>	<p>#of volunteers trained for emergency response</p> <p># of new partnerships developed with local organizations</p> <p># of applications to community climate grant program</p> <p># of annual dollars distributed as community climate grants</p> <p># of emergency hubs established</p>
PH.5	Monitor and plan for increasing risk of vector-borne diseases in the community	Partner with Wellington-Dufferin-Guelph Public Health to amplify awareness and educational communications about vector-borne diseases to the public (e.g. West Nile virus)	Ongoing	Public Health	<p>DC: Climate and Energy Division</p> <p>DC: Forest</p> <p>DC: Community Services</p> <p>DC: Emergency Preparedness</p> <p>DC: Early ON</p> <p>Local municipalities</p> <p>Conservation Authorities</p>	<p>Public Health initiatives include:</p> <p>Public information services</p> <p>Events and Giveaways</p> <p>Tick identification</p> <p>Protocol development for active tick surveillance</p> <p>West Nile prevention and surveillance</p>	<p>Establish communication chain with Public Health for resource amplification</p> <p>Scan and compilation of currently available resources</p>	# of informational resources amplified annually

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Protect tenants in multi-residential buildings from excessive heat in their units								
PH.6	Establish maximum-temperature by-law for rental properties	<p>Determine maximum temperature allowance</p> <p>Investigate grant programs for tenants to mitigate potential financial burden</p> <p>Prepare a common municipal property standards by-law and enforcement program for the approval of local councils across Dufferin</p> <p>Launch awareness programs for tenants and landlords</p> <p>Conduct training for municipal by-law enforcements officers</p>	Short	DC: Climate and Energy Division	<p>DC: Housing Services</p> <p>DC: Facilities</p> <p>Local municipalities</p> <p>Local housing providers</p> <p>Wellington-Dufferin-Guelph Public Health Unit</p>	Minimum temperature by-law	Scan of existing municipal temperature bylaws and best practices	<p>Scan complete with recommendations</p> <p>By-law adopted</p>

ENABLING ACTIONS

Table 17: Enabling Actions Implementation Schedule

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Increase capacity of municipalities to respond to extreme weather (mitigating damages, restoring services, etc.)								
EA.1	Secure new tools and technologies to accelerate and enhance adaptation initiatives	<p>Develop financial stream to support adoption of new technologies (See EA. 4)</p> <p>Research and adopt new tools and technologies</p>	Short	<p>DC: Operations</p> <p>DC: Engineering</p> <p>DC: Climate and Energy</p> <p>DC: Finance</p>		Ongoing review of emerging technologies	Identify capacity or informational gaps that new tools or technologies could fill to accelerate and enhance adaption work	<p># of new tools or technologies adopted</p> <p># of annual dollars spent</p>
EA.2	Build redundancies into operations to ensure service continuity and improve response to significant weather events and emergencies.	<p>Develop Southern Operations Centre to improve response to significant weather events and emergencies</p> <p>Cross-training staff to break down silos and encourage collaborative workplace culture through measures like “bring-a-colleague-to-work-day”; giving all staff one PD cross-training day per year, managers work as their employees for a day, etc.</p> <p>Enhance relationships and partnership with local municipalities and other regional ops., including cross-training opportunities</p>	Short	<p>DC: People and Equity</p> <p>DC: Public Works</p> <p>DC: Finance</p>	<p>DC: Finance</p> <p>DC: Procurement</p> <p>Local municipalities</p>	<p>Collaboration and resource sharing between County and local municipal Operations staff</p> <p>Emergency Management Disaster School</p> <p>Remote Work policy in place</p> <p>Southern Operations Centre Planning</p>	<p>Scan of other municipal cross training programs</p> <p>Identification of priority roles for cross training</p> <p>Begin scoping land needs for Southern Operations Centre</p>	<p>Land purchased for Southern Operations Centre</p> <p>Southern Operations Centre designed and built</p> <p># of staff cross trained to support priority roles</p>
EA.3	Establish mandatory training for County and local municipal staff on climate change	<p>Develop climate change onboarding materials for new staff</p> <p>Deliver division specific training to empower staff to lead adaptation initiatives</p> <p>Connect staff with third-party training opportunities annually to enhance climate</p>	Short	DC: Climate and Energy	DC: People & Equity	Climate training completed by municipal staff as opportunities arise	<p>Develop training plan for new and existing staff</p> <p>Establish reporting requirements for climate training</p>	<p># of County and local municipal staff trained</p> <p># of trainings completed annually</p>

ACTION ID	ACTION	WHAT THIS WILL LOOK LIKE	TIME	LEAD(S)	SUPPORTING PARTNERS	CURRENT PRACTICES	NEXT STEPS	MONITORING METRICS
Objective: Optimize public communications strategies for extreme weather and other climate impacts								
EA.4	Enhance efficacy of public communications for emergency preparedness and response	Collaborate with community stakeholders to identify effective communication channels to reach equity-deserving groups	Short	DC: Communications	DC: Community Services DC: Climate and Energy DC: Emergency Preparedness	Division specific communication plans	Conduct review of existing communications strategy and channels	Communications strategy developed # of external organizations engaged
Objective: Build financial capacity to plan for and respond to climate related threats								
EA.5	Create a Climate Reserve Fund to build financial capacity to respond to impacts of climate change and build resiliency	Allocate a portion of any budget surplus towards a climate response and mitigation reserve. Develop criteria to determine how and when reserve funds are utilized	Short	DC: Finance DC: Climate and Energy		N/A	Complete scan of climate reserve structures adopted by other municipalities	Climate Reserve created # of annual dollars allocated and spent from reserve



APPENDIX D: VULNERABLE POPULATIONS

Table 18: Populations Vulnerable to Climate Change in Wellington-Dufferin-Guelph and Waterloo Region²⁰

Vulnerability to Climate Change		Study Area Socio-Demographics
Children	More time spent outdoors than the average population as well as physiological sensitivity mean that children experience a higher burden of preventable illnesses and death from environmental hazards. Developing immune systems also translate to higher risk of poor air quality related asthma.	The proportion of children aged 0-14 relative to the total population is identical across both health unit regions at 17.8%.
Seniors	Older adults may be more vulnerable to higher temperatures and chronic dehydration by virtue of natural physiological changes. Reduced lung function also leaves older adults more vulnerable to air quality related health complications	Wellington-Dufferin-Guelph contains a senior population of 15.8% while that number in Waterloo Region is 14.4%. The proportion of seniors in Ontario is projected to double by 2030.
Individuals with Low Socioeconomic Status	Those with fewer material resources tend to have less access to health and social services, higher stress, are more likely to be underemployed and may struggle to access housing and nutritious food. These factors can lead to a lower capacity to adapt to the impacts of climate change.	After-tax low-income prevalence rates are 9.9% in Wellington-Dufferin-Guelph and 12.2% in Waterloo Region compared to 14.4% provincially as of 2016.
Recent Immigrants	Linguistic isolation and misunderstanding of climate related alerts may increase vulnerability.	The proportion of recent immigrants (immigrated 2011-2016) is 9.7% in Wellington-Dufferin-Guelph, 11.8% in Waterloo Region, and 3.6% provincially.
Outdoor Workers and Activity	Those who spend long periods of time outdoors for work or leisure are more exposed to the impacts of climate change including extreme weather, extreme temperatures, ultraviolet radiation, low air quality, and vector-borne diseases.	Outdoor workers account for 10.8% of the Wellington-Dufferin-Guelph population and 8% of Waterloo Region.
Socially and Physically Isolated Individuals	Social connectedness may strengthen resilience and adaptive capacity by creating access to health promotion resources and social supports. Isolation may be experienced due to a host of factors including language barriers and mental health conditions which may increase vulnerability. Physical isolation may present itself in areas which are rural or remote and may create challenges when people attempt to leave impacted areas (e.g., during flooding events).	Social isolation is difficult to quantify as it may affect all sections of the population and is quite fluid. However, linguistic isolation may be used as a partial indicator of total social isolation. In the Waterloo Region 1.8% of the population speaks neither English nor French while this number is 0.9% in Wellington-Dufferin-Guelph. Physical isolation can present risks to residents of the study area who may require medical services only offered in major urban centres.

20. Climate Change and Health Vulnerability Assessment Report, 2022. https://wdgpublichealth.ca/sites/default/files/climate_change_and_health_vulnerability_assessment_report.pdf#page=01

Vulnerability to Climate Change		Study Area Socio-Demographics
Individuals with Existing Chronic Diseases	Chronic conditions may present a wide range of challenges which may impede adaptive capacity including dependence on caregivers, mobility challenges, cognitive impairments, and others.	50.2% of the population of Wellington-Dufferin-Guelph and 50.8% of the Waterloo Region are living with a chronic condition as of 2016. 80% of Ontarians 45 years of age and older live with at least one chronic condition.
Individuals with Mental Health Conditions	Those with mental health conditions may encounter increases in social isolation and stigmatization leading to increased vulnerability.	According to the CMHA, 20% of Canadians will experience a mental health problem or illness in a given year; however, stigmatization and underreporting leave the topic difficult to quantify.

APPENDIX F: AVAILABLE FUNDING PROGRAMS

Table 19: Available Funding Programs

PROGRAM	FUNDING SOURCE	DESCRIPTION
Climate Action and Awareness Fund	Government of Canada	Support for projects that raise awareness of climate change.
Nature Smart Climate Solutions Fund	Government of Canada	Support for projects that restore wetlands, peatlands, and grasslands to store and capture carbon and support biodiversity
Habitat Stewardship Program	Government of Canada	Funds projects that contribute directly to the recovery of species at risk and prevent others from becoming a conservation concern.
Disaster Mitigation and Adaptation Fund	Government of Canada	In 2018, the Government of Canada launched the Disaster Mitigation and Adaptation Fund (DMAF), committing \$2 billion over 10 years to invest in structural and natural infrastructure projects to increase the resilience of communities that are impacted by natural disasters triggered by climate change.
Canada Community-Building Fund	Government of Canada	The Canada Community-Building Fund (CCBF) is a permanent source of funding provided up front, twice-a-year, to provinces and territories, who in turn flow this funding to their municipalities to support local infrastructure priorities. Municipalities can pool, bank and borrow against this funding, providing significant financial flexibility.
Natural Infrastructure Fund	Government of Canada	While this fund is no longer accepting applications, it may open another intake in the future. Announced in June 2021, the \$200 million Natural Infrastructure Fund supports projects that use natural or hybrid approaches to protect the natural environment, support healthy and resilient communities, and contribute to economic growth and jobs.
Green Municipal Fund	Federation of Canadian Municipalities	Grants are available for planning, studies and pilot projects. Loans are available for capital projects, and most recipients receive an additional grant of up to 15% of their loan amount.
Municipal Asset Management Program	Federation of Canadian Municipalities	FCM offers funding, training and capacity-building activities to increase skills within municipalities and local governments to sustainably maintain their asset management programs now and in the future. Eligible project activities include the development of risk assessments or asset risk management plans.
Various and ongoing	Municipal Natural Assets Initiative	MNAI has ongoing opportunities for municipalities to become engaged in natural asset management planning. The MNAI team provides scientific, economic and municipal expertise to support and guide local governments in identifying, valuing and accounting for natural assets in their financial planning and asset management programs and developing leading-edge, sustainable and climate-resilient infrastructure.
Affordable Housing Innovation Fund	Canadian Mortgaging and Housing Corporation	The Affordable Housing Innovation Fund supports new ideas that will drive change and disrupt the industry – ideas and approaches that will evolve the affordable housing sector and create the next generation of housing in Canada.





Report To: Warden Mills and Members of County Council

Meeting Date: April 13, 2023

Subject: 2022 Financial Results

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Recommendation

THAT the report of the Manager of Corporate Finance, Treasurer, dated April 13, 2023, regarding 2022 Year End Results, be received;

AND THAT the following 2022 reserve transfers be approved:

Reserve Name	Transfer Amount
Public Housing Capital Reserve Fund	-\$242,192
Childrens Services Reserve Fund	\$138,805
Reserve for Housing Programming	\$44,639
OCIF Reserve Fund	\$108,269

Executive Summary

The purpose of this report is to provide an overview of 2022 financial results. Highlighting transfers to and from reserves, as well as additional transfers that require Council approval. Similar to previous years, vacant positions and additional funding continue to have the most significant impact on the bottom line and contribute to the estimated \$2 million surplus.

Background & Discussion

Audit work on our 2022 fiscal year is nearly completed and audited financial statements are expected to be presented to the May 2023 Council. Audited financial statements look quite different than the financial reporting seen throughout the year including the budget as these are presented on a cash basis. The numbers captured in this report are on a cash basis and are unaudited and thus subject to change.

As reported in the January 12, 2023 report, *2022 Reserve Contributions*, several areas experienced higher than anticipated revenues providing the opportunity to transfer funds into specific reserves. Below is a summary of the expected and actual reserve transfers that were made:

Reserve Name	Estimated Transfer Amount	Actual Transfer Amount
Reserve for Housing Programming	\$200,000	\$200,804
Reserve for Waste Services	\$500,000	\$617,259
Reserve for Children's Service	\$350,000	\$569,048
Reserve for Roads Rehabilitation	-\$159,257	-\$159,257
Reserve for Roads Equipment	-\$960,000	-\$966,024

Similar to previous years the County continues to experience unexpected revenues and vacancies that contribute to surpluses. Vacancies often have a two fold impact as they create savings in salaries and benefit line items but also in administrative costs such as conferences and mileage, not to mention work that is unable to be completed, which can impact a variety of expense accounts.

The chart below provides a summary of our year end results for 2022 by department. For comparison purposes 2021 Actual, 2022 Budget and the budget variance shown in both dollars and percentage spent has been included.

(in 000s)	2021 ACTUAL	2022 ACTUAL	2022 BUDGET	UNSPENT BUDGET	%AGE SPENT
Council	\$529	\$597	\$678	\$80	88.17%
Office of CAO	\$425	\$1,175	\$1,162	-\$13	101.11%
People and Equity	\$858	\$1,208	\$1,204	-\$4	100.30%
Corporate Services	\$4,563	\$2,238	\$3,422	\$1,184	65.41%
Health Services	\$5,552	\$5,806	\$6,016	\$210	96.51%
Infrastructure and Environment	\$16,410	\$17,674	\$17,083	-\$591	103.46%
Dufferin Oaks	\$2,653	\$3,816	\$4,689	\$873	81.39%
Community Services	\$5,559	\$5,930	\$6,264	\$334	94.67%
Development and Tourism	\$1,670	\$1,663	\$1,905	\$241	87.33%
Total All County Departments	\$38,218	\$40,108	\$42,422	\$2,314	94.54%

Per policy any year end cash surplus is transferred to the rate stabilization reserve. At the end of 2022 just over \$2 million will be transferred to the reserve. Below is a summary of transfers to and from reserves. Most departments were on track in 2022. Despite high

staff vacancies overages in some departments are reflective of higher costs due to inflation combined with the absence of reserve transfers which are further highlighted below.

(in 000s)	2021 ACTUAL	2022 ACTUAL	2022 BUDGET	UNSPENT BUDGET	%AGE SPENT
<u>Transfers</u>					
Transfers from Reserves	-\$1,862	-\$3,833	-\$6,113	-\$2,280	62.70%
Transfers from/to Trust	-\$1	-\$8	-\$23	-\$15	0.00%
DC Contribution	-\$985	-\$1,312	-\$1,219	\$93	107.61%
Transfers to Reserves	\$6,385	\$3,609	\$1,210	-\$2,399	298.35%
Total Transfers	\$3,537	-\$1,544	-\$6,145	-\$4,601	25.13%

Included in Transfer from Reserves is \$1.3 M towards SWIFT which was not budgeted for in 2022; however, money was previously placed into a reserve as the exact timing of this project was not known. The intention when the funds were approved was to draw upon the reserve once the invoice came in. Despite this unplanned transfer the chart above shows how less reserves were applied and more was transferred into reserves than budgeted. Nearly \$1.9 million in reserves were not applied as the corresponding work was not completed, nearly \$700,000 was not applied to anticipated COVID related costs such as PPE or enhanced cleaning, partially due to the receipt of separate funding and partially to not spending as much as anticipated.

Within the budget transfers totalling \$370,000 were included to mitigate increases in departments such as climate, operations, planning and people and equity which were not made. Most divisions were projecting to be under budget due to vacancies or work not being completed. In fact, nearly \$2 million in transfers were not made because the associated work was not completed or the cost was lower than anticipated. Of this \$2 million, nearly \$1.5 million relates to the digital modernization projects which were carried forward into 2023.

Transfers to reserves include the nearly \$1.4 million in transfers approved per the January 13th Council report. Due to higher than anticipated building permit revenues a total of \$465,000 was transferred to reserve instead of the nearly \$500,000 budgeted to be drawn from the reserve. This additional revenue can be seen under User Fees in the chart below.

(in 000s)	2021 ACTUAL	2022 ACTUAL	2022 BUDGET	UNSPENT BUDGET	%AGE SPENT
Revenues					
User Fees	-\$5,211	-\$5,838	-\$4,999	\$839	116.78%
Supplemental Taxation	-\$394	-\$686	-\$352	\$333	194.53%
Investment Income	-\$1,331	-\$1,037	-\$540	\$497	192.01%
Rent Revenue	-\$3,462	-\$3,336	-\$3,954	-\$618	84.37%
Government Transfers	-\$36,252	-\$42,859	-\$37,051	\$5,809	115.68%
Other Revenue	-\$5,181	-\$4,805	-\$3,211	\$1,594	149.64%
Total Revenues	-\$51,830	-\$58,561	-\$50,107	\$8,454	116.87%

Supplemental Taxation which includes payments in lieu and tax write offs was also higher than anticipated. This area of taxation is difficult to estimate and can vary from year to year. In 2021 funds were transferred to a reserve to mitigate fluctuations in this revenue line. Higher interest rates have positively impacted Investment income. These two items contribute significantly to the 2022 surplus. Additional subsidies were received primarily in Dufferin Oaks and Early Years and Child Care and are substantially offset by staffing and service delivery costs. They also contribute to the increase in Other Revenue which includes the administrative allocation of these programs, as well as recycling revenue. Most of these additional revenues were transferred to either the Children's, Housing or Waste Services Reserves per the January Council report.

The additional revenue contributes directly to increases in staffing and service delivery. Salaries and Benefits include nearly \$530,000 in unbudgeted costs as a result of additional funding or where contract staff were hired to support digital modernization projects. In addition to this amount is the amounts paid to Dufferin Oaks staff as temporary incentive pay and wage enhancements of over \$650,000. This \$1.18 million in additional salaries and benefits was offset by additional funding. Despite these additional costs Salaries and Benefits were only 98.8% spent or \$386,000 under budget at the end of the year as can be seen in the table below. Savings of nearly \$1.6 million was experienced as a result of staff vacancies, a number of positions were vacant for part of the year and several summer student positions were not filled in 2022.

The overages in Facilities are primarily a result of using outside contractors to fill the gaps created by vacant facilities positions. Higher fuel and maintenance costs contributed to the overages in Vehicles and Equipment. Lastly, the Capital Contribution overage is due to the additional development charges and gas tax required for roads projects, as well as the year end transfer from the equipment reserve to the capital reserve fund for Public Works equipment. Note that the capital contribution is the money that is allocated to the capital asset fund and is not reflective of the work completed.

(in 000s)	2021 ACTUAL	2022 ACTUAL	2022 BUDGET	UNSPENT BUDGET	%AGE SPENT
<u>Expenditures</u>					
Salaries and Benefits	\$28,051	\$31,935	\$32,320	\$386	98.81%
Administrative and Office	\$3,807	\$4,581	\$5,784	\$1,203	79.21%
Debt Repayment	\$1,414	\$1,328	\$1,328	\$0	100.00%
Service Delivery	\$33,908	\$38,923	\$36,824	-\$2,099	105.70%
IT and Communications	\$1,245	\$1,323	\$2,471	\$1,148	53.55%
Facilities	\$4,493	\$4,920	\$4,664	-\$256	105.48%
Vehicles and Equipment	\$1,145	\$1,485	\$1,312	-\$173	113.22%
Internal Services Used	\$1,608	\$1,709	\$1,834	\$124	93.22%
Internal Services Recovered	-\$1,588	-\$1,707	-\$1,838	-\$131	92.86%
COVID	\$675	\$220	\$633	\$413	34.75%
Capital Contribution	\$11,753	\$15,495	\$13,343	-\$2,152	116.13%
Total Expenditures	\$86,511	\$100,213	\$98,675	-\$1,538	101.56%

Financial, Staffing, Legal, or IT Considerations

As per policy any surplus will be placed into the Rate Stabilization Reserve to be used for future purposes. However, in consultation with our auditors and staff a few additional reserve transfers were made as outlined below which require Council approval.

Public Housing Capital Reserve Fund

A number of years ago capital funding was provided to the County specific to the units that were downloaded by the province. Any funding which was not used in the year received was placed in a reserve fund to be used for future public housing capital needs. At the end of 2022, \$242,192 was transferred from this reserve fund to the Housing Capital Reserve Fund.

Jean Hamlyn Capital Fund

The remaining balance of the Jean Hamlyn Capital Reserve Fund was transferred to the Children's Services Reserve Fund to be used for future Early Year and Child Care purposes. This housekeeping transfer saw \$138,805 moved to the Reserve Fund.

Coordinated Access Transitional Housing

This program supports homeless as they transition into housing. Clients are required to pay a shelter amount with the balance of costs paid through other housing programs, in 2022 it was primarily the Social Services Relief Fund. In order to ensure the longevity of this program staff recommend transferring the shelter portion received into the Housing Reserve to be used for shelter costs in the future. In 2022, \$44,639 was transferred to the Housing Reserve.

Ontario Community Investment Fund

Each year the County receives funding to support our infrastructure needs known as the Ontario Community Investment Fund (OCIF). OCIF funds are included in our budget to support the costs of bridge and culvert work. The funds must be spent within five years of receipt and must earn interest on any unspent amounts. As many projects have been spanning over several years it is recommended that these funds be treated similarly to Canada Community Building Fund (gas tax) and set up in a reserve fund to make the process for tracking interest easier. The balance of this reserve fund at the end of 2022 will be \$108,269.

Community Paramedic Trust

Per the January 12, 2023 Council report, a trust fund was set up for community paramedic donations. After consulting our auditors, it was determined that these funds should really be considered a reserve fund. Thus the \$75,000 was transferred to a new Reserve Fund.

In Support of Strategic Plan Priorities and Objectives

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

Respectfully Submitted By:

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

Reviewed by: Sonya Pritchard, Chief Administrative Officer



Report To: Warden Mills and Members of County Council

Meeting Date: Thursday, April 13, 2023

Subject: First Quarter Procurement Report

**From: Aimee Raves, Manager of Corporate Finance, Treasurer
Chris (C.J.) Hasson, Procurement Manager**

Recommendation

THAT the First Quarter Procurement Report, from the Manager of Corporate Finance, Treasurer, and the Procurement Manager dated April 13th, 2023, be received.

Executive Summary

The purpose of this report is to provide the quarterly update on all Request for Tenders and Request for Proposals in accordance with By-law 2017-33 Procurement of Goods and Services 2017, Section (4.2.7).

Background & Discussion

This report covers the period from January 1, 2023 through March 31, 2023.

The table below provides the details of the Requests for Tender and the Requests for Proposal (where amounts were greater than \$50,000 as per By-Law 2017-33) for the reporting period outlined.

All procurement of goods and services, by every department in the County, is governed by guidelines of the Procurement Policy By-Law 2017-33. There are multiple approval stages, creating a system of checks and balances, to purchases, as outlined in the Policy. Department Heads, or their Authorized Delegate(s) initiate purchases for values up to \$10,000.

As outlined in the Policy, further steps are taken in the case of purchases of greater than \$10,000 to obtain competitive quotes. For purchases greater than \$50,000 there are additional steps for formal Tenders and/or Requests for Proposals, including detailed

evaluation of bids received. Further, these purchases are reported to Council on a quarterly basis, in reports such as this one. Still further steps are required, as outlined in the Policy, for situations where vendor price bids are above the approved annual budget.

Tender/RFP Number	Description	Status	Vendor	Budget Value	Contract Value (No Tax)
RFP2022 CAO-22-03	Provision of Contracted On-Demand Public Transit Services	Cancelled			
RFP2023 AD-23-01	Legal Services	Awarded	Aird and Berlis LLP	\$114,000	Based on needs
RFP2023 ED-23-01	Consulting Services for Building Permit Fee Study	Awarded	Watson & Associates	\$25,000	\$38,600 ¹
RFP2023 IT-23-02	10 cm Digital Ortho-Photography Acquisition Project (Yearly)	Evaluation		\$17,000	
RFP2023 IT-23-03	20 cm Digital Ortho-Photography Acquisition Project	Evaluation		\$29,000	
RFP2023 IT-23-01	Dufferin County Website Redesign	Closes April 20, 2023			
RFP2022 FA-23-01	Court Room Ceiling Restoration	Draft Stage		\$860,000	

Notes:

1. Per the Procurement Bylaw projects under \$50,000 can be awarded by the Department Head.

In Support of Strategic Plan Priorities and Objectives

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

Respectfully Submitted By:

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

Chris (C.J.) Hasson
Procurement Manager

Reviewed by: Sonya Pritchard, Chief Administrative Officer



Report To: Warden Mills & Members of County Council

Meeting Date: April 13, 2023

Subject: 2023/24 Long Term Care Service Accountability Agreement

From: Brenda Wagner, Administrator

Recommendation

THAT the report of the Administrator, dated April 13, 2023, regarding the Long Term Care Service Accountability Agreement, be received;

AND THAT the County of Dufferin signs the Service Accountability Agreement with the Central West Region for the period April 1, 2023 to March 31, 2024.

Executive Summary

Ministry funding for the services provided by Dufferin Oaks currently flows through the Central Region of Ontario Health to the County of Dufferin. In order to receive this funding, the County enters into a Long Term Care Service Accountability Agreement (LSAA) with Ontario Health.

Background & Discussion

The Long Term Care Service Accountability Agreement (LSAA) outlines the responsibilities that each Health Service Provider (HSP) undertakes in order to receive funding to provide service. While the last amending agreement focused on language changes transitioning the Local Health Integration Networks (LHIN) to Ontario Health, this agreement includes changes to local area obligations, legislative references and notification requirements. For the 2023/24 LSAA, there have been no change to Performance or Financial Indicators.

Changes include:

Legislation related changes:

The 2023/24 LSAA has adjusted references to reflect provincial organizational changes (e.g. references to Local Health Integration Networks (LHINs) now reflect Ontario Health, etc.), as well as legislative changes that have taken place since the last agreement (e.g. references to Local Health System Integration Act, 2006 (LHISIA) adjusted to Connecting Care Act, 2019, etc.). There is now a requirement for HSPs to advise Ontario Health upon notification of change to the HSPs' CEO or similar. This enables appropriate updates of documentation and supports future planning.

Approach to Local Obligations:

In 2023/24, Ontario Health will establish common goals, based on strategic priorities. This will replace prior local obligations. The goals will be consistently reflected in local obligations, with flexibility in the specific obligations to address those needs, based on the local context. The three common local obligation goals relevant to Long Term Care are to:

- Improve Access and Flow by reducing Alternate Level of Care beds (ALC)
- Advance Indigenous Health Strategies and Outcomes
- Advance Equity, Inclusion, Diversity, and Anti-Racism Strategies to Improve Health

Financial, Staffing, Legal, or IT Considerations

The LSAA must be signed in order to receive Ministry of Health Funding.

In Support of Strategic Plan Priorities and Objectives

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

Service Efficiency & Value – determine the right services for the right price

Respectfully Submitted By:

Brenda Wagner
Administrator

Attachments: 2023/24 Long Term Care Service Accountability Agreement

Reviewed by: Sonya Pritchard, Chief Administrative Officer

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2023 to March 31, 2024

SERVICE ACCOUNTABILITY AGREEMENT

with

Corporation of the County of Dufferin - Dufferin Oaks Home for Senior Citizens

Effective Date: April 1, 2023

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Schedules

Schedule A: Description of Home and Services

Schedule B: Additional Terms and Conditions Applicable to the Funding Model

Schedule C: Reporting Requirements

Schedule D: Performance

Schedule E: Form of Compliance Declaration

THIS AGREEMENT effective as of the 1st day of April, 2023.

B E T W E E N :

ONTARIO HEALTH (the "Funder")

AND

Corporation of the County of Dufferin - Dufferin Oaks Home for Senior Citizens (the "HSP")

IN RESPECT OF:

**Dufferin Oaks located at
151 Centre Street, Shelburne, ON L9V 3R7**

Background:

This service accountability agreement is entered into pursuant to the *Connecting Care Act, 2019* (the "CCA").

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

The Funder recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The Funder acknowledges the unique character of municipal governments that are funded health service providers (each a "**Municipal HSP**") under the Provincial Long-Term Care Home Service Accountability Agreement template (the "**LSAA**"), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA, given the legal framework under which they operate. The Funder further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA due to its responsibilities as a municipal government or the legal framework under which it operates, it may be appropriate for the Funder to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA as a Municipal HSP.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.

In consideration of their respective agreements set out below, the Funder and the HSP covenant and agree as follows:

ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings.

"**Accountability Agreements**" means each of the accountability agreements, as that term is defined in the Enabling Legislation, in place during a Funding Year, between

Funder and the Ministry of Health, and between the Funder and the Ministry of Long Term Care.

“Act” means the *Fixing Long-Term Care Homes Act, 2021* and the regulations made under it, as it and they may be amended from time to time, and includes any successor legislation.

“Active Offer” means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual.

“Agreement” means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules.

“Annual Balanced Budget” means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

“Applicable Law” means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement.

“Applicable Policy” means any orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the Funder, by the Ministry or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties’ obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

“Approved Funding” has the meaning ascribed to it in Schedule B.

“Beds” means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

“Board” means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) a board of management established by one or more municipalities or by one or more First Nations’ band councils, the members of the board of management;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*, and regulations made under it as it and they may be amended from time to time.

"CCA" means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time.

"CEO" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

"Compliance Declaration" means a compliance declaration substantially in the form set out in Schedule E.

"Confidential Information" means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

"Conflict of Interest" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

- (a) the HSP;
- (b) a member of the HSP's Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

"Construction Funding Subsidy" has the meaning ascribed to it in Schedule B.

"Controlling Shareholder" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

"Days" means calendar days.

"Design Manual" means the Ministry design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

"Designated" means designated as a public service agency under the FLSA.

“Digital Health” refers to the use of digital and virtual tools, products, technologies, data, and services that enable improved patient experience and population health outcomes, care quality, access, integration, coordination, and system sustainability when they are leveraged by patients, providers and integrated care teams;

“Director” has the same meaning ascribed to it in the Act.

“Effective Date” means April 1, 2023.

“Enabling Legislation” means the CCA.

“Explanatory Indicator” means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP’s performance. No Performance Target is set for an Explanatory Indicator.

“Factors Beyond the HSP’s Control” include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP’s control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, (Ontario)* and the regulations made under it, as it and they may be amended from time to time.

“FLSA” means the *French Language Services Act* and the regulations made under it, as it and they may be amended from time to time.

“Funder” means Ontario Health.

“Funding” means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

“Funding Year” means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

“Home” means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the

Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

"HSP's Personnel and Volunteers" means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives.

"Identified" means identified by the Funder or the Ministry to provide French language services.

"Indemnified Parties" means the Funder and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and His Majesty the King in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the Funder in a Review.

"Interest Income" means interest earned on the Funding.

"Licence" means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

"Mandate Letter" has the meaning ascribed to it in the Memorandum of Understanding between the Ministry of Health and the Funder, and includes a letter from the Minister of Long-Term Care to the Funder establishing priorities in accordance with the Premier's mandate letter to the Minister.

"Minister" means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended.

"Ministry" means, as the context requires, the Minister or the Ministry of Health or the Minister of Long-Term Care or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires.

"Monitoring Indicator" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set.

"Notice" means any notice or other communication required to be provided pursuant to this Agreement, the Enabling Legislation or the Act.

"Ontario Health" means the corporation without share capital under the name Ontario Health as continued under the CCA.

"Performance Agreement" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of

this Agreement.

“Performance Corridor” means the acceptable range of results around a Performance Target.

“Performance Factor” means any matter that could or will significantly affect a party’s ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the Funder, whether by PICB or otherwise.

“Performance Indicator” means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the 2023-2024 LSAA Indicator Technical Specifications document, as it may be amended or replaced from time to time.

“Performance Standard” means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

“Performance Target” means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

“person or entity” includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted.

“PICB” means Performance Improvement and Compliance Branch of the Ministry, or any other branch or organizational unit of the Ministry that may succeed or replace it.

“Planning Submission” means the planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder.

“Policy Web Pages” means the web pages available at www.health.gov.on.ca/lsaapolicies, and at www.health.gov.on.ca/erssldpolitique or such other URLs or Web pages as the Funder or the Ministry may advise from time to time. Capital policies can be found at [Http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html](http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html).

“Program Parameter” means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program.

“RAI MDS Tools” means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

“Reports” means the reports described in Schedule C as well as any other reports or information required to be provided under the Enabling Legislation, the Act or this Agreement.

“Resident” has the meaning ascribed to it under the Act.

“Review” means a financial or operational audit, investigation, inspection or other form of review requested or required by the Funder under the terms of the Enabling Legislation or this Agreement, but does not include the annual audit of the HSP’s financial statements.

“Schedule” means any one, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

- Schedule A:** Description of Home and Services;
- Schedule B:** Additional Terms and Conditions Applicable to the Funding Model;
- Schedule C:** Reporting Requirements;
- Schedule D:** Performance; and
- Schedule E:** Form of Compliance Declaration

“Services” means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

“Service Volume” means a measure of Services for which a Performance Target is set.

- 1.2 Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2024 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of the Enabling Legislation.
- 2.3 Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 - PROVISION OF SERVICES

- 3.1 Provision of Services.**
- (a) The HSP will provide the Services in accordance with, and otherwise comply with:

- (1) the terms of this Agreement;
 - (2) Applicable Law; and
 - (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D.
 - (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the Funder and if required by Applicable Law or Applicable Policy, the prior written consent of the Funder.
 - (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of the Act and the Enabling Legislation, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Funder.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the Funder without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the Funder to resolve any Conflict of Interest.

3.4 Digital Health. The HSP shall make best efforts to:

- (a) align with, and participate in, the Funder's digital health planning, with the aim to improve data exchange and security, and use digital health to enable optimized patient experience, population health and wellbeing, and system sustainability;
- (b) assist the Funder to implement the provincial digital health plans by designing and modernizing digital health assets to optimize data sharing, exchange, privacy and security;

- (c) track the HSP's Digital Health performance against the Funder's plans and priorities;
- (d) engage with the Funder to maintain and enhance digital health assets to ensure service resilience, interoperability, security, and comply with any clinical, technical, and information management standards, including those related to data, architecture, technology, privacy and security, set for the HSP by the Funder and/or the Ministry; and
- (e) operate an information security program in alignment with reasonable guidance provided by Ontario Health.

3.5 Mandate Letter. The Funder will receive a Mandate Letter or Mandate Letters annually. Each Mandate Letter articulates areas of focus for the Funder, and the Minister's expectation that the Funder and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the Funder, the Funder will share each relevant Mandate Letter with the HSP. The Funder may also add local obligations to Schedule D as appropriate to further advance any priorities set out in a Mandate Letter.

3.6 French Language Services.

3.6.1 The Funder will provide the Ministry "Guide to Requirements and Obligations Relating to French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.6.2 If Not Identified or Designated. If the HSP has not been Designated or Identified, it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work toward applying the principles of Active Offer in the provision of services;
- (c) provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the Funder as requested by the Funder from time to time, French language service data.

3.6.3 If Identified. If the HSP is Identified, it will:

- (a) work toward applying the principles of Active Offer in the provision of services;
- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the Funder upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the Funder;

- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the Funder that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the Funder that outlines how it addresses the needs of its local Francophone community; and,
- (g) collect and submit to the Funder, as requested by the Funder from time to time, French language services data.

3.6.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the Funder on the date specified by the Funder, and thereafter, on each anniversary of that date, or on such other dates as the Funder may, by Notice, require; and,
- (e) collect and submit to the Funder as requested by the Funder from time to time, French language services data.

ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the applicable Accountability Agreement, the Funder will provide the Funding by depositing the Funding in monthly instalments over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding.

- (a) The HSP will:
 - (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (2) not use the Funding for compensation increases prohibited by Applicable Law;
 - (3) meet all obligations in the Schedules;
 - (4) fulfill all other obligations under this Agreement; and
 - (5) plan for and achieve an Annual Balanced Budget.
- (b) Interest Income will be reported to the Funder and is subject to a year-end reconciliation. The Funder may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the Funder:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the Funding if this Agreement is signed after the Effective Date;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 10.4;
- (d) will not be required to continue to provide funds,
 - (1) if the Minister or the Director so directs under the terms of the Act;
 - (2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
 - (3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the Funder's satisfaction;
 and
- (e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 Additional Funding. Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the Ministry and funding of the Funder by the Ministry pursuant to the Enabling Legislation. If the Funder does not receive its anticipated funding the Funder will not be obligated to make the payments required by this Agreement.

4.6 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.7 Disposition. Subject to Applicable Law and Applicable Policy, the HSP will not, without the Funder's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

- (a) The Funder may adjust the Funding in any of the following circumstances:

- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
 - (2) on a change to the Services;
 - (3) if required by either the Director or the Minister under the Act;
 - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the Funder; and
 - (5) as otherwise permitted by this Agreement.
- (b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The Funder will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.
- (c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the Funder shall take into account the following principles:
- (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
 - (2) the HSP should not gain from a breach of this Agreement;
 - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
 - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the Funder of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the Funder.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the Ministry to the Funder, the HSP agrees that if the parties are directed in writing to do so by the Ministry, the Funder will settle and recover funding provided by the Ministry to the HSP prior to the transition of the funding for the Services to the Funder, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the Ministry. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

- (a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the Funder at the address provided in section 12.1.

5.5 Interest Rate. The Funder may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The Funder will give at least 60 Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the Funder.
- (b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the Funder and may be required to incorporate
 - (1) prudent multi-year financial forecasts;
 - (2) plans for the achievement of Performance Targets; and
 - (3) realistic risk management strategies.

If the Funder has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

- (c) **Multi-year Planning Targets.** The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the Funder is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:
 - (1) are targets only;
 - (2) are provided solely for the purposes of planning;
 - (3) are subject to confirmation; and
 - (4) may be changed at the discretion of the Funder.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets.

The Funder agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The Funder will give the HSP at least 6 months' Notice if the Funder does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the Funder and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the Funder including but not limited to the HSP's Planning Submission and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans.
- (b) **Integration.** The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the health system to provide appropriate, coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the Funder, as requested by the Funder and in any event, in its year-end report to the Funder.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General.** A pre-proposal process has been developed to (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the Funder. Subject to specific direction from the Funder, this pre-proposal process will be used in the following instances:
- (1) the HSP is considering an integration, or an integration of services, as defined in the Enabling Legislation between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity anywhere; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites anywhere;
 - (3) to identify opportunities to integrate the services of the health system, other than those identified in (A) or (B) above; or
 - (4) if requested by the Funder.

- (b) **Funder Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under the Enabling Legislation. Funder consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the Funder consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by the Enabling Legislation. Following the Funder's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the Funder.
- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the Funder, the HSP will follow the provisions of the Enabling Legislation. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which the Enabling Legislation may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a Planning Submission unless the Funder has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the Funder at least 6 months' prior Notice. Such Notice shall include:
 - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the 6-month Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

- (c) The Funder may terminate the designation of the convalescent care Beds at any time by giving at least 6 months' prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the Funder with:
 - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,

- (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

ARTICLE 7.0 - PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
 - (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the party wishes to raise with the other party.
- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under section 7.2(a), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either party.

7.3 Performance Meetings. During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement

- (2) plan that is acceptable to the Funder;
- (2) the conduct of a Review;
- (3) an amendment of the HSP's obligations; and
- (4) an in-year, or year end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a Funder under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the Funder.

7.5 Factors Beyond the HSP's Control. Despite the foregoing, if the Funder, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

- (a) the Funder will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;
- (b) the Funder will not require the HSP to prepare an Improvement Plan; and
- (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The Funder's ability to enable the health system to provide appropriate, co-ordinated, effective and efficient health services, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the Funder, or to such other entity as the Funder may direct, in the form and within the time specified by the Funder, the Reports other than personal health information as defined in the Enabling Legislation, that the Funder requires for the purposes of exercising its powers and duties under this Agreement or the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;
 - (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
 - (3) will fulfil the specific reporting requirements set out in Schedule C;
 - (4) will ensure that every Report is complete, accurate, signed on behalf

of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the Funder; and

- (5) agrees that every Report submitted to the Funder by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation, in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation.

- (c) **RAI MDS.** Without limiting the foregoing, the HSP
- (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
 - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");
 - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
 - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Quality Improvement Plan.** The HSP will submit a Quality Improvement Plan to Ontario Health that is aligned with this Agreement and supports health system priorities.
- (e) **CEO Changes.** The HSP will immediately notify the Funder if it becomes aware that the HSP's CEO will depart the organization.
- (f) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *FLSA*, the HSP will be required to submit a French language services report to the Funder. If the HSP is not required to provide services to the public in French under the provisions of the *FLSA*, it will be required to provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community.
- (g) **Declaration of Compliance.** On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended by the Funder from time to time through the term of this Agreement.
- (h) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the Funder, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete, or are inaccurate where the errors or delay were not as a result of Funder actions or inaction or the actions or inactions of persons acting on behalf of the Funder. If assessed, the financial reduction will be as follows:

- (1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the Funder or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the Funder or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above the HSP shall disclose any information requested by the Funder or its authorized representatives, and shall do so in a form requested by the Funder or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the Funder is bound by FIPPA and that any information provided to the Funder in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the Funder may disclose information that it collects under this Agreement in accordance with the Enabling Legislation.

8.5. Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

8.6 Auditor General. For greater certainty the Funder's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

- (a)

ARTICLE 9.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 General. The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the Funder in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and
- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

9.2 Execution of Agreement. The HSP represents and warrants that:

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

9.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
- (1) that set out one or more codes of conduct for, and that identify, the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and the Enabling Legislation;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that it:
- (1) has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO;
 - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
 - (3) will enforce the HSP's rights under the Performance Agreement.

9.4 Funding, Services and Reporting. The HSP represents, warrants and covenants that:

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
- (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report, and any material change to a Report will be communicated to the Funder immediately.

9.5 Supporting Documentation. Upon request, the HSP will provide the Funder with proof of the matters referred to in this Article.

ARTICLE 10.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 10.1 Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 10.2 Same.** For greater certainty and without limiting section 10.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 10.3 Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.
- 10.4 Insurance.**
- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the HSP would maintain including, but not limited to, the following at its own expense.
- (1) **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:
- A. The Indemnified Parties as additional insureds,
B. Contractual Liability,

- C. Cross-Liability,
 - D. Products and Completed Operations Liability,
 - E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage",
 - F. Tenants Legal Liability (for premises/building leases only),
 - G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
 - H. A 30 Day written notice of cancellation, termination or material change.
- (2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the Funder with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.
- (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
- (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
- (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the Funder with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Funder, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 11.0 – TERMINATION

11.1 Termination by the Funder.

- (a) **Immediate Termination.** The Funder may terminate this Agreement immediately upon giving Notice to the HSP if:

- (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
 - (2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (3) the Funder is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
 - (4) the Home has been closed in accordance with the Act; or
 - (5) as provided for in section 4.5, the Funder does not receive the necessary funding from the Ministry.
- (b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the Funder will consult with the Director before determining whether this Agreement will be terminated. If the Funder terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the Funder would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.
- (c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the Funder will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the Funder may terminate this Agreement:
- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the Funder that the HSP cannot completely remedy the breach within that time or such further period of time as the Funder considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder; and
- the Funder may then terminate this Agreement in accordance with the Notice.

11.2 Termination of Services by the HSP.

- (a) Except as provided in section 11.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the Funder at least six months' Notice.
- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the Funder at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the Funder.

- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a Licence in whole or in part, the HSP will comply with section 6.3 of this Agreement.

11.3 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the Funder may:
 - (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services;
and
 - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 11.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the Funder will not provide additional monies to the HSP to wind down the Services.

11.4 Effective Date. Termination under this Article will take effect as set out in the Notice.

11.5 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the Funder may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Funder determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 12.0 - NOTICE

- 12.1 Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

<p>To the Funder: Ontario Health</p> <p>199 County Blvd., Brampton ON</p> <p>Attention: Chief Regional Officer Central and West Regions</p> <p>Email: OH-Central.Funding@ontariohealth.ca</p>	<p>To the HSP: Corporation of the County of Dufferin - Dufferin Oaks Home for Senior Citizens</p> <p>55 Zina Street, Orangeville, ON L9W 1E5</p> <p>Attention: Administrator</p> <p>Email: bwagner@dufferincounty.ca</p>
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- 12.2 Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 13.0 - INTERPRETATION

- 13.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 13.2 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the Funder. Where the Act requires compliance with this Agreement, the Funder will determine compliance and advise the Director.
- 13.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 13.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of the Enabling Legislation and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 14.0 - ADDITIONAL PROVISIONS

- 14.1 Currency.** All payment to be made by the Funder or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 14.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 Terms and Conditions on Any Consent.** Any consent or approval that the Funder may grant under this Agreement is subject to such terms and conditions as the Funder may reasonably require.
- 14.4 Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.5 Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.
- 14.6 Funder is an Agent of the Crown.** The parties acknowledge that the Funder is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Enabling Legislation. Notwithstanding anything else in this Agreement, any express or implied reference to the Funder providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Funder or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 14.7 Express Rights and Remedies Not Limited.** The express rights and remedies of the Funder are in addition to and will not limit any other rights and remedies available to the Funder at law or in equity. For further certainty, the Funder has not waived any provision of any applicable statute, including the Act and the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.
- 14.8 No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the Funder which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor. The Funder may assign this Agreement or any of its rights and obligations under this Agreement to any one or more agencies or ministries of His Majesty the King in right of Ontario and as otherwise directed by the Ministry.

- 14.9 Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 14.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, 9.4, 19.5 and 11.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.11 Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.13 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 14.14 Insignia and Logo.** Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For purposes of this section 14.14, the insignia or logo of the Funder includes the insignia and logo of His Majesty the King in right of Ontario.

ARTICLE 15.0 - ENTIRE AGREEMENT

15.1 Entire Agreement. This Agreement together with the appended Schedules constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

The parties have executed this Agreement on the dates set out below.

ONTARIO HEALTH

By:

Susan deRyk
Chief Regional Officer
Central and West Regions

Date

And by:

Jeff Kwan
Vice President, Performance, Accountability and
Funding Allocation

Date

CORPORATION OF THE COUNTY OF DUFFERIN - DUFFERIN OAKS HOME FOR SENIOR CITIZENS


By:



Wade Mills
Warden
I have the authority to bind the HSP

March 23 / 23
Date

And By:



Michelle Dunne
County Clerk
I have the authority to bind the HSP

March 23, 2023
Date

2023-24 Description of Home and Services

LTCH Name: Dufferin Oaks

A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	Corporation of the County of Dufferin		
Name of Home: (as referred to on your Long-Term Care Home Licence)	Dufferin Oaks		
LTCH Master Number (e.g. NH9898)	HF1048		
Address	151 Centre Street		
City	Shelburne	Postal Code	L9V 3R7
Accreditation organization	CARF		
Date of Last Accreditation (Award Date – e.g. May 31, 2020)	January 28, 2020	Year(s) Awarded (e.g. 3 years)	3 years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N N
Culturally Designated Home	Self Identified (Y/N)	N	Specific Community Serviced (i.e ethnic, linguistic or religious)

2023-24 Description of Home and Services

LTCH Name: Dufferin Oaks

A.2 Licensed or Approved Beds & Classification / Bed Type							
1. Licence Type	Total # of Beds <i>Note: Each individual licence should be on a separate row. Please add additional rows as required.</i>					Licence Expiry Date <small>(e.g. May 31, 2025)</small>	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)					160	Municipal Home – N/A	
TOTAL BEDS (1)	160						
Please include information specific to the following types of licences on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization						<i>Note: Each individual licence should be on a separate row. Please add additional rows as required.</i>	
2. Licence Type	Total # of Beds	Licence Expiry Date <small>(e.g., May 31, 2025)</small>			Comments/Additional Information		
Temporary							
Temporary Emergency							
Short-Term Authorization							
TOTAL BEDS (2)							
TOTAL # OF ALL LICENSED BEDS (1) + (2)	160						

2023-24 Description of Home and Services

LTCH Name: Dufferin Oaks

Usage Type	Total # of Beds	Expiry Date <small>(e.g., May 31, 2025)</small>	Comments/Additional Information <u>Please specify number of beds designated as Behavioural Support Unit (BSU) Beds, Other Designated Specialized Unit Beds and Beds held as Isolation **</u>
Long Stay Beds (not including beds below)	160	Municipal Home – N/A	
Convalescent Care Beds			
Respite Beds			
ELDCAP Beds			
Interim Beds			
Veterans' Priority Access beds			
Beds in Abeyance (BIA)			
Designated Specialized Unit beds			
Other beds *			
Total # of all Bed Types (3)	160		

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

** Include beds set aside in accordance with Emergency Plans (O. Reg 246/22 s. 268)

2023-24 Description of Home and Services

LTCH Name: Dufferin Oaks

A.3 Structural Information

Type of Room (this refers to structural layout rather than what is charged in accommodations or current occupancy).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	80	x 1	80
Number of rooms with 2 beds	40	x 2	80
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
Total Number of Rooms	120	Total Number of Beds*	160

***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2000-2002
Redevelopment: Please list year and details (unit/resident home area, design standards, # beds, reason for redevelopment. If active, please provide stage of redevelopment and forecasted year of completion.)	1) 2) 3) 4)

Number of Units/Resident Home Areas and Beds

Unit/Resident Home Area	Number of Beds
Shelburne/Orangeville	32
East Luther/Grand Valley	32
Mono/Mulmur	32
Dufferin County/Amaranth	32
Melancthon/East Garafraxa	32
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2)	160

Other Reporting

Accommodation Breakdown*

Accommodation Type	Basic	Semi-Private	Private
	80	40	40
Total Beds	80	40	40

*For accommodation definition see *Fixing Long-Term Care Act, 2021* (<https://www.ontario.ca/laws/regulation/220246#BK4>)

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. Ontario Health provides subsidy funding to long-term care home health service providers pursuant to a funding model set by MOH and MLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

"Allowable Subsidy" refers to Allowable Subsidy as defined in s. 1 of Reg. 200/21 under Connecting Care Act, 2019.

"Construction Funding Subsidy" or "CFS" means the funding that the MOH and MLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **"Development Agreement"**).

"CFS Commitments" means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the funder and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

"Envelope" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the "Nursing and Personal Care" Envelope;
- (b) the "Program and Support Services" Envelope;
- (c) the "Raw Food" Envelope; and
- (d) the "Other Accommodation" Envelope.

"Estimated Provincial Subsidy" means the estimated provincial subsidy to be provided by Ontario Health to an HSP calculated in accordance with Applicable Law and Applicable Policy.

"Reconciliation Report" refers to the Reconciliation Report as referenced in s. 1 of Reg 200/21 under Connecting Care Act, 2019.

"Term" means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, Ontario Health shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22nd) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by Ontario Health, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOH and MLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide Ontario Health with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOH and MLTC are responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by Ontario Health.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOH and

MLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by Ontario Health pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by Ontario Health under section 3.0 of this Schedule shall be reconciled by Ontario Health in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	Estimated Due Dates¹
2023 – Jan 1, 2023 to Sept 30, 2023	By October 15, 2023
2. Long-Term Care Home Annual Report	
Reporting Period	Estimated Due Dates¹
2023 – Jan 1, 2023 to Dec 31, 2023	By September 30, 2024
3. French Language Services Report	
Fiscal Year	Due Dates
2023-24 – Apr 1, 2023 to March 31, 2024	April 29, 2024
4. OHRS/MIS Trial Balance Submission	
2023-2024	
Due Dates (Must pass 3c Edits)	
Q2 – Apr 1, 2023 to Sept 30, 2023 (Fiscal Year)	October 29, 2023
Q2 – Jan 1, 2023 to June 20, 2023 (Calendar Year)	
Q3 – Apr 1, 2023 to Dec 31, 2023 (Fiscal Year)	January 28, 2024 – Optional Submission
Q3 – Jan 1, 2023 to Sept 30, 2023 (Calendar Year)	
Q4 – Apr 1, 2023 to March 31, 2024 (Fiscal Year)	May 31, 2024
Q4 – Jan 1, 2023 to Dec 31, 2023 (Calendar Year)	
5. Compliance Declaration	
Funding Year	Due Dates
January 1, 2023 – December 31, 2023	March 1, 2024
6. Continuing Care Reporting System (CCRS)/RAI MDS	
Reporting Period	Estimated Final Due Dates¹
2023-2024 Q1	August 31, 2023
2023-2024 Q2	November 30, 2023
2023-2024 Q3	February 28, 2024
2023-2024 Q4	May 31, 2024
7. Long-Term Care Staffing Data Collection (“Staffing Survey”)	
Reporting Period	Estimated Due Dates¹
April 1, 2022 to June 30, 2022 – Q1	September 12, 2022
July 1, 2022 to September 30, 2022 – Q2	January 27, 2023
October 1, 2022 to December 31, 2022 – Q3	To be determined
January 1, 2023 to March 31, 2023 – Q4	To be determined
8. Quality Improvement Plan (submitted to Ontario Health)	
Planning Period	Due Dates
April 1, 2023 – March 31, 2024	April 1, 2023

¹ These are estimated dates provided by the MOH and MLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table: *n/a* means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year. *tbd* means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2023-2024	
		Performance	
		Target	Standard
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	n/a	n/a
	Total Margin (P)	n/a	n/a
Coordination and Access Indicators	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from Home and Community Care Support Services (HCCSS) Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

2.0 Local Obligations

This schedule sets out provincial goals identified by Ontario Health (OH) and the Local Obligations associated with each of the goals. The provincial goals apply to all HSPs and HSPs must select the most appropriate obligation(s) under each goal for implementation. HSPs must provide a report on the progress of their implementation(s) as per direction provided by OH regional teams.

Goal: Improve Access and Flow by Reducing Alternate Level of Care (ALC)

Local Obligations related to goal:

- Participate in and align with regional plans to support admission diversion, maximize capacity, and support patients transition to community.

Goal: Advance Indigenous Health Strategies and Outcomes

Local Obligations related to goal:

- Develop and/or advance First Nations, Inuit, Métis and Urban Indigenous (FNIMUI) Health Workplan:
 - a. Partner with your OH team to work through a process of establishing a First Nations, Inuit, Métis and Urban Indigenous Health Workplan, which aligns with provincial guidance, and includes a plan for Indigenous cultural awareness (improving understanding of Indigenous history, perspectives, cultures, and traditions) and cultural safety (improving understanding of anti-racist practice and identifying individual and systemic biases that contribute to racism across the health care system). Ontario Health will provide guidance material to support this process.
 - b. Or, if a First Nations, Inuit, Métis and Urban Indigenous Health Workplan (or similar) already exists, demonstrate advancement to implementation of the plan.
- Demonstrate progress (and document in reporting template) on outcomes, access and/or executive training:
 - a. Improvement in outcomes regarding First Nations, Inuit, Métis and Urban Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on the data currently available to them. In future years, standardized indicators will be developed.)
 - b. Progress in increasing culturally safe access to healthcare services, programs to foster Indigenous engagement, and relationship building to improve Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on initiatives they have targeted in their First Nations, Inuit, Métis and Urban Indigenous Health Workplan. In future years, standardized indicators will be developed.)
 - c. Demonstrate that executive level staff have completed Indigenous Cultural Safety Training

Goal: Advance Equity, Inclusion, Diversity, and Anti-Racism Strategies to

Improve Health Outcomes

Local Obligations related to goal:

- Develop and/or advance an organizational health equity plan
 - develop an equity plan that aligns with OH equity, inclusion, diversity and anti-racism framework, and existing provincial priorities, where applicable (i.e., French language health services plan; Accessibility for Ontarians with Disabilities Act; the provincial Black Health Plan; High Priority Community Strategy; etc.). Please note that HSPs will be provided with guidance materials to help develop their equity plan and complete a reporting template to submit to the region.
 - Or, if an equity plan already exists, demonstrate advancement to implementation of the plan, by completing the equity reporting template and submitting to the region.
- Increase understanding and awareness of health equity through education/continuous learning
 - Continue capacity-building through knowledge transfer, education, and training about health equity within the Region, HSPs will demonstrate that a minimum, executive level staff have completed relevant equity, inclusion, diversity, and anti-racism education (recommended education options to be provided).

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long-Term Care Home Service Accountability Agreement

To: The Board of Directors of Ontario Health Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of License Holder] (the "HSP")

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: January 1, 2023– December 31, 2023 (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the Health Service Provider (the "HSP") and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care home service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that:

- (i) it has complied with the provisions of the *Connecting Care Act, 2019* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the Ontario Health and the HSP effective April 1, 2023.

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],
[insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]



Report To: Warden Mills and Members of County Council

Meeting Date: April 13, 2023

Subject: Monthly Update from Outside Boards

From: Sonya Pritchard, Chief Administrative Officer

Recommendation

THAT the report of the Chief Administrative Officer, dated April 13, 2023, with respect to Reports from Outside Boards, be received.

Executive Summary

This report provides Council with an update of activities from outside boards and agencies, for information purposes.

Background & Discussion

Wellington Dufferin Guelph Health Unit

Representative(s): Councillor Guy Gardhouse and Ralph Manktelow

Meeting date: April 5, 2023

Highlights: The Board received a report "Long-Term Care Home/Retirement Home COVID-19 and Influenza Vaccination Rates 2022". The key points of the report are:

- COVID-19 and influenza vaccination are one of the most effective ways to help prevent severe illness and death from COVID-19 and influenza.
- Wellington-Dufferin-Guelph Public Health (WDGPH) collects vaccination rates from Long-Term Care Homes (LTCH) and Retirement Homes (RH) to monitor vaccine coverage and inform local immunization strategies.
- Overall, influenza and COVID-19 vaccination coverage among residents of LTCH and RH across Wellington-Dufferin-Guelph (WDG) is high, although there is variation across facilities. Vaccination coverage among employees is lower.

- WDGPH is actively planning for Spring and Fall 2023 vaccination campaigns and will be exploring additional opportunities to increase vaccine uptake.

Attached: [Board of Health Agenda for April 5, 2023](#)

Niagara Escarpment Commission (NEC)

Representative(s): Councillor Janet Horner

Meeting date: April 20, 2023

Dufferin Board of Trade (DBOT)

Representative(s): Councillor James McLean

Highlights: The 2023 Business Excellence Award (BEA) nominations has opened. The 2023 BEAs recognize outstanding local businesses and nonprofits who work to benefit both our local economy and the wellbeing of our community. Nominations are submitted by community members who wish to recognize and celebrate local hardworking organizations. Winners are determined by judges from outside the area, based on how the nominee exemplifies the award criteria.

Attached: Dufferin Board of Trade Monthly Email – April 2023

Headwaters Communities in Action

Representative: Councillor Philip Rentsch

Highlights:

- HCIA presented the 2022 year-end report to March General Government Services
- Dufferin County Community Grants 2023 assessment completed and report in progress
- Headwaters Food & Farm Alliance (HFFA) Winter Harvest Dinner Series fundraiser continues
- F2S (Farm to School) Community Connectors provide customized support for schools
- Volunteer Dufferin launches Boardward Bound program development and annual member survey
- Community Safety & Wellbeing (CSWB) Integration Table meets and plans next revision

Attached: Headwaters Communities in Action Meeting Report – March 2023

Western Ontario Wardens' Caucus (WOWC)

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

The Caucus met on March 10th to establish priorities and where to focus advocacy efforts over the next four years. Top areas of focus include housing in the rural context, workforce development to support economic growth through retention and expansion, and support for mental health and addictions.

Other Highlights: The Western Ontario Wardens' Caucus provided a media release regarding joining Good Roads (originally known as the Ontario Good Roads Association) in calling on the Province of Ontario to work collaboratively with municipalities across rural Ontario to make roads safer, as well as improve risk management, community connectivity, and economic development.

Attached: Media Release – April 4, 2023

Next Meeting date: WOWC meeting with MPPS and MPs from across the region followed by a regular Caucus meeting on April 14th, 2023

SWIFT Board of Directors

Representative: Councillor Chris Gerrits

Grand River Conservation Authority - Dufferin Rural Water Quality Program

Representative: Councillor Guy Gardhouse

Highlights: The Dufferin Rural Water Quality Program (DRWQP) provides financial and technical assistance to Dufferin County farmers implementing voluntary projects to improve and protect water quality. Following a one-time \$50,000 contribution to support a Dufferin Rural Water Quality Program in 2012, Dufferin County renewed support for the program in 2017 with a 5 year commitment. The program builds on initiatives such as the Upper Grand Rural Water Quality Program and the Nottawasaga Healthy Waters Program. This county wide program is administered by the Grand River

Conservation Authority and delivered by stewardship staff of the five local Conservation Authorities.

Attached: Dufferin Rural Water Quality Program – 2022 Annual Update

Financial, Staffing, Legal, or IT Considerations

There are no financial, staffing, legal or IT considerations.

In Support of Strategic Plan Priorities and Objectives

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

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

Respectfully Submitted By:

Sonya Pritchard
Chief Administrative Officer

Michelle Hargrave

From: Jaemilyn @ the Dufferin Board of Trade <jaemilyn@dufferinbot.ca>
Sent: Tuesday, April 4, 2023 11:46 AM
To: information
Subject: Laurel, here's the latest local business news you can use - April edition

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



It has been a busy month for your Dufferin Board of Trade, with more exciting plans in the works!

I was part of a delegation that attended the Ontario Chamber of Commerce advocacy day on your behalf on March 6th at Queen's Park and was able to see firsthand how strong the Ontario Chamber works for all of us.

We had meetings throughout the day with all 4 parties that have members elected at Queen's Park. We also had breakout sessions in the afternoon with various government ministries. The group I was in was assigned to visit the ministries of Energy and Housing. The Energy meeting was interesting as they outlined plans to meet rising demand for electricity that will come with electrification. The housing meeting was also of particular interest as the government outlined all of their plans and justifications for Bill 23.

The DBOT office also released the results of our business survey this month. We were very pleased with the large number of businesses that took the time to take part in the survey this year. Local businesses are looking forward to the year ahead with some trepidation but are far more optimistic about the year ahead than businesses in the rest of the province.

I am extremely pleased about the return of the Business Excellence awards on May 18th at Monora Park. Nominations are now open, and you can find more information on the DBOT website. I hope you plan to attend as it will be a great chance to celebrate all of the many businesses in Dufferin that not only continue to survive but thrive.

Make sure to save the date as well for our annual golf tournament which will take place on Thursday, August 24th at the Shelburne golf course. More information will be posted on that soon.

Until next month I hope the improving spring weather keeps everyone busy and happy.

Chair, Dufferin Board of Trade

doug@dufferinbot.ca

CONNECT



THE **BEAs** ARE BACK

Innovation Award

Business Person of the Year

Responsible Business

Inclusivity Champion

Business of the Year

Community Builder

NOMINATE A DESERVING LOCAL BUSINESS TODAY

2023 BEAs – Nominations are open!

Nominate a deserving local business

The **2023 BEAs** recognize outstanding local businesses and nonprofits who work to benefit both our local economy and the well-being of our community.

Nominations are submitted by community members who wish to **recognize and celebrate local hardworking organizations**. Winners are determined by judges from outside the area, based on how the nominee exemplifies the award criteria.

[Nomination Form](#)

[Learn More](#)





Save the Date!
May 18th, 2023

2023 Business
Excellence Awards

Tickets on sale soon!



APRIL DBOT CONNECTS – Free Networking Event

Join us at Ontario Honey Creations as we continue our FREE networking event series – DBOT Connects.

These free networking events will give you the opportunity to make valuable connections with other business leaders in our community in a casual and fun setting!

Get a chance to tour Ontario Honey Creations, *taste some honey wine* and expand your network.

You won't want to miss this! *Register today*

[Register](#)

Dufferin Women in Business
Celebrating 20 Years

JOIN THE DUFFERIN WOMEN IN BUSINESS

ELEVATE YOUR SALES STRATEGY & CLOSE MORE DEALS

APRIL 19TH, 5-7PM
@ Mill Creek Pub in Orangeville

SPONSORED BY:
J D Factors

TICKETS
Non-Members: \$40
Members: \$35

GUEST SPEAKER
Upjit Kaur Kansal

DWIB Presents: Elevate Your Sales Strategy and Close More Deals!

Generating a substantial volume of high-quality leads is the primary outcome of a successful sales strategy. This outcome holds immense significance as leads are the foundation of sales. The topics covered in this event include lead generation, designing effective lead funnels, exploring sales channels, and setting realistic targets.

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2023 Federal Budget Submission

[Read our federal budget recommendations](#)

2023 ONTARIO ECONOMIC REPORT

Today, the @OntarioCofC & #OnChamberNetwork released its 2023 federal budget submission focused on four pillars: Drive Economic Growth, Building Resilient Communities, Modernize Regulation and Fiscal Policy and Unlock the Green Economy.

[Read our statement](#)

NEWS FROM COMMUNITY PARTNERS

**Hike for Bethell
Hospice 2023**

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How to start a small business

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Stir the Pot (The new and improved Soup Sisters event)

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Connectivity through humour with Kate Davis

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Joy Foster Presents: Strategies to Navigate Menopause

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How can we help you?

Hello Laurel,

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

Diana Morris, Executive Director

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

Lucy-May Gallagher, Community Engagement Manager

lucy@dufferinbot.ca | 905-587-1904

Jaemilyn Gavino, Digital Media Coordinator

jaemilyn@dufferinbot.ca

dufferin bizhub



Dufferin Board of Trade & Dufferin Biz Hub | 246372 Hockley Road, Mono, ON L9W 6K4 Canada

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REPORT TO COUNCIL

Headwaters Communities in Action

Representative: Councillor Philip Rentsch
Meeting report of March 2023

Highlights: HCIA presents 2022 year-end report to GGS; DC Community Grants 2023 assessment completed and report in progress; HFFA Winter Harvest Dinner Series fundraiser continues, F2S Community Connectors provide customized support for schools; Volunteer Dufferin launches Boardward Bound program development and annual member survey; CSWB Integration Table meets and plans next revision; DCEC, HFFA and Lived Experience connect to improve food access.

Primary Activities:

HCIA Partnership Agreement

HCIA Admin:

- 2022 Year-End presentation on DC-HCIA partnership agreement delivered to General Government Services Committee March 23 by Jennifer Payne, ED. Great to meet Committee members and staff in person.
- Community Safety and Wellbeing Integration Table met March 28. Survey subcommittee had second meeting March 22. New people invited to Integration Table and/or to review the survey: Tracy Coffin, ED of Hills of Headwaters Collaborative Ontario Health Team; Rohan Thompson; Cody Joudry; Sara MacRae.
- HCIA Leadership Council and staff began developing a Theory of Change at a workshop on March 25 facilitated by Openly.
- Participated in community partner consultation for Dufferin County Strategic Planning process, including workshop March 6 at the Edelbrock Centre.
- Collaborating with Dufferin Board of Trade and County Development and Tourism on development of plans at all levels that build community/prosperity/well-being.
- Participated on United Way GWD grant assessment committee for the Programs & Services stream of the Community Services Recovery Fund, which gave insight into local initiatives from Dufferin organizations.
- We continue to promote County outreach campaigns, such as Strategic Plan and MCR engagement, Community Grants and Agriculture Roundtables, in our communications.

PROJECT NEWS:

- **Dufferin County Community Grants:** 2022 grant recipient stories continue to be shared via the HCIA website. Assessment team held their group scoring meeting for 2023 applications on March 24 and the report of recommendations will be presented at the April GGS meeting.

Our Vision: *Engaged citizens shaping a vibrant, sustainable, and resilient community together.*

- **Volunteer Dufferin:**
 - Stats: 2,464 individuals; 157 organizations; 56 active opportunities on volunteerdufferin.ca
 - With funding from New Horizons for Seniors, “Boardward Bound” has begun recruiting participants. This program pairs youth and seniors in mentorship to serve on local agency boards. Recruitment of board members was identified a pressing challenge among many local organizations and a community conversation was held to discuss options.
 - National Volunteer Week is coming up April 16-22, 2023.
 - Coordinator Sheralyn Roman attended the Community Resource Fair at ODSS March 30 and DBOT Women in Business – How to Get Involved event March 22.

- **HFFA and Farm to School:**
 - HFFA Winter Harvest Dinner Series 2023 continues with a successful dinner March 23 at Mono Cliffs Inn. Tickets are available for April 21 at Adamo Estate Winery: <https://headwatersfoodandfarming.square.site/>
 - The Community Connector program continues to assist 15 local schools in facilitating Farm to School activities, including participation in the Great Big Crunch Mar. 9, and sharing growing resources and equipment with schools. Two Connectors were trained to deliver the “You’re the Chef” program with two 6-week sessions beginning in April. Sharing new STEM curriculum resources available through partners Sustain Ontario.
 - Website improvements for hffa.ca/farmtoschool continue to represent new offerings from F2S (CC program, downloadable lesson plans, Big Fresh Goal).
 - F2S Coordinator Nicole Hambleton joined the Coalition for Healthy School Food to support their work in advocating for a national school food program in the federal Budget 2023.
 - HFFA is collaborating with DCEC Health Equity Working Group on their Food subcommittee to brainstorm about food access and prospects for Local Food Club.
 - HFFA profiled as a collaboration success story at DC MOVES forum March 27.

- **DC MOVES (Partnership under Community Services)**
 - DC MOVES forum held March 27 in person at the Ecology Retreat Centre in Hockley. Theme: Connecting and Collaborating. HCIA ED Jennifer Payne presented, showcasing HFFA as a collaboration story.
 - DCEC 2022 Report and 2023 Roadmap in progress. New domain for direct access: dcec.ca
 - Voices Of Lived Experience group continues to develop a framework and consider opportunities to consult on community programs such as CSWB, volunteerism and food access, facilitated by Coordinator Siobhan Bonisteel. Advisory team met VOLE members on March 30 via Zoom.
 - Health Equity work group’s food subcommittee met in person to discuss food access in Dufferin. Group includes WDG Public Health, Hills of Headwaters OHT, HFFA, and VOLE as well as 3 Dufferin food banks, farmers and community members.
 - Coordinator Elaine Capes attended the Community Resource Fair at ODSS March 30.



Media Release

FOR IMMEDIATE RELEASE – April 4, 2023

WOWC supports Good Roads' plan to build safer rural roads and address municipal liability

Southwestern Ontario – The Western Ontario Wardens' Caucus (WOWC) joined Good Roads (originally known as the Ontario Good Roads Association) in calling on the Province of Ontario to work collaboratively with municipalities across rural Ontario to make roads safer, as well as improve risk management, community connectivity, and economic development.

Given that the 15 members of the WOWC represent approximately 300 communities across rural Southwestern Ontario, the Caucus recently supported Good Roads' *Plan to Build Safer Rural Roads and Address Municipal Liability*, specifically the request to work in conjunction with the Ontario Ministry of Transportation to design and administer a program to provide municipalities with access to a pool of funding to enhance road safety and to repair and upgrade targeted sections of rural roads deemed unsafe.

Good Roads has also indicated its preparedness to fund pilot projects to demonstrate the benefits of this initiative, noting that Ontario's rural roads are disproportionately dangerous and a source of significant liability for rural municipalities – and that there are cost-effective, cutting-edge roadway safety tools that can be used to prevent injuries and save lives.

“Simply put, rural roads are more dangerous than other roads. In 2019, there were 428 traffic fatalities on municipal roads, of which 205 occurred in rural municipalities. The unfortunate reality is that with only 13.3% of the provincial population, rural Ontario accounted for 48% of traffic fatalities on municipal roads,” explains Scott Butler, Executive Director of Good Roads. “Many rural, remote, and northern municipalities are responsible for maintaining extensive road networks on a smaller population/tax base. As a result, these roads tend to be older, in poorer condition, and incorporate basic road safety infrastructure.”

With provincial partnership, problematic sections of Ontario's rural, northern, and remote roads can be made less dangerous. Potential interventions include replacing legacy assets (wooden posts with guardrails), installing absent road fixtures (guiderail, signs, lighting, and

road paint), or upgrading to more modern assets with innovative safety functions (guardrails, guiderails, and crash cushions).

“The WOWC understands that there are multiple benefits to a program such as this, notably, that preventing crashes results in a reduction of serious injuries and deaths, which keeps people out of hospitals at a time when the system is straining,” explained WOWC Chair Glen McNeil. “Lawsuits resulting from these accidents are also significant factors in increasing municipal insurance premiums, meaning that efforts to make roads safer are also one of the most meaningful ways that municipalities can improve their risk profile – all while creating employment for labourers working right here in rural Western Ontario.”

Good Roads also highlights funding precedents in other parts of the world, including in the United States, where the High Risk Rural Roads (HRRR) program as part of the Highway Safety Improvement Program (HSIP) aims to “correct or improve a hazardous road location or feature or address a highway safety problem; or be identified on the basis of crash experience, crash potential, crash rate, or other data supported means.”

In Australia and New Zealand, the Remote Roads Upgrade Pilot Program targets “road improvements for regional communities, and addresses significant deficiencies on key regional and rural roads that limit community access, pose safety risks, and impact the economic development of the surrounding area.” No similar program exists in Canada or Ontario.

Good Roads is a municipal association concerned with the quality and design of roads in Ontario, devoted to the cause of better roads since 1894. Its members include most of Ontario’s municipalities and a growing number of First Nations as well as dozens of affiliated corporate members in the transportation and infrastructure sectors.

About

The ***Western Ontario Wardens’ Caucus (WOWC)*** is a not-for-profit organization representing 15 upper and single-tier municipalities in Southwestern Ontario, representing more than 1.5 million residents. The WOWC aims to enhance the prosperity and overall wellbeing of rural and small urban communities across the region. Caucus members work collectively to influence federal and provincial legislation and programs through advocacy, research, analysis, and education. For more information, visit www.wowc.ca.

-30-

Media Contact

Kate Burns Gallagher, Executive Director
T: 519-495-6059 E: kate@wowc.ca



DUFFERIN RURAL WATER QUALITY PROGRAM 2022 ANNUAL UPDATE

The Dufferin Rural Water Quality Program (DRWQP) provides financial and technical assistance to Dufferin County farmers implementing voluntary projects to improve and protect water quality. Following a one-time \$50,000 contribution to support a Dufferin Rural Water Quality Program in 2012, Dufferin County renewed support for the program in 2017 with a 5 year commitment. The program builds on initiatives such as the Upper Grand Rural Water Quality Program and the Nottawasaga Healthy Waters Program. This county wide program is administered by the Grand River Conservation Authority and delivered by stewardship staff of the five local Conservation Authorities.

Each of the agricultural best management practices funded through the RWQP help to restore or protect surface water and/or groundwater resources. These projects provide additional environmental, economic and social benefits by improving landscape resilience to extreme weather events, building soil health, sequestering carbon, reducing greenhouse gas emissions, providing recreational activities, and fostering biodiversity.

A Program Review Committee with municipal and agricultural industry representation meets regularly to approve project applications based on environmental benefit. In 2022, this role was filled by the Wellington Rural Water Quality Program Review Committee. Cost share rates range from 50% to 100% and grant maximums vary by project type. The landowner's contribution is a combination of money, materials and/or labour. Conservation Authorities contribute staff and delivery costs.

2022 Highlights

- In 2022, Dufferin County contributed \$40,000 to support the DRWQP. Additional stewardship project funds were provided through Conservation Authority delivered initiatives such as the Nottawasaga Healthy Waters Program, Grand River Habitat Stewardship Program for Aquatic Species at Risk, and the Forests Ontario 50 Million Tree Program.
- \$29,600 in DRWQP funding was provided to support 20 water quality improvement projects worth \$52,000. An additional \$18,000 was allocated to 14 projects to be completed in 2023.
- The program delivery agreement, set to expire at the end of 2022, was extended to December 31, 2023.
- An estimated 441 kg of phosphorus were retained on the landscape from DRWQP projects implemented to manage nutrients.
- To promote the RWQP and private land stewardship action, Conservation Authority staff connected with the agricultural community through virtual and in person events including; the Grey-Dufferin Community Pasture Twilight tour, Holmes Agro Grower Expo day, and the Dufferin Soil & Crop Improvement Association AGM.

Dufferin Rural Water Quality Program Impacts

The Dufferin Rural Water Quality Program helps to protect the headwaters of the Credit, Grand, Saugeen, Humber, and Nottawasaga Rivers and downstream communities. It plays a key role in providing consistent funding to support producers' adoption of best management practices to protect groundwater and reduce non-point sources of sediment and nutrients entering watercourses. To date \$162,000 in grants have been provided to support the completion of 111 projects worth over \$335,000. Eligible projects include:

- **Tree planting** - Planting windbreaks, living snow fences and riparian buffers reduce wind erosion, protect recharge areas and improve water quality. Over 70,000 trees planted, including 3.5 km of riparian buffer and 12 km of windbreak.
- **Decommissioning and upgrading water wells** - Unused, unmaintained water wells can increase risk of groundwater contamination. Since 2018, 31 wells have been decommissioned or upgraded.
- **Livestock access restriction** – 376 livestock excluded from a kilometer of local streams to stabilize stream banks and reduce nutrient and sediment loads.
- **Cover crops** - Since 2018, 22 producers introduced cover crops to their crop rotation with DRWQP support, improving soil health and protecting their fields from water and wind erosion during the non-growing season.
- **Clean water diversion** - Projects like installing eaves trough on barns help to reduce manure runoff by directing clean water away from livestock yards and manure storage areas. Since 2018, 7 clean water diversion projects have been completed.
- **Erosion control/Wetland creation** - Projects like grassed waterways, berms or dugouts manage surface water runoff to help keep soil in fields and out of local streams. One wetland creation project has been completed.
- **Innovative projects** - Individual proposals that encourage the adoption of innovative technology on the farm that improves and protects surface water or groundwater quality are also considered for funding.

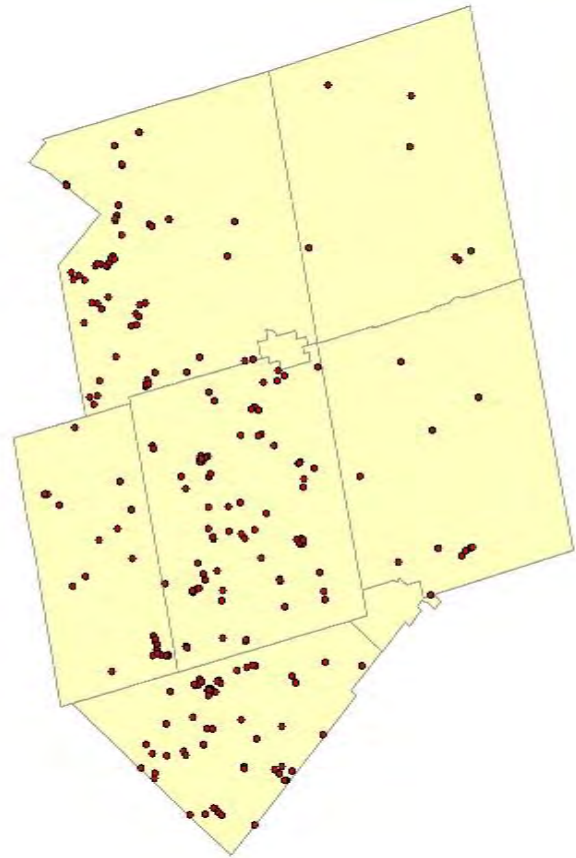


Figure 2: DRWQP project locations 2012 – 2022

Michelle Hargrave

From: Rebecca Whelan
Sent: Tuesday, March 14, 2023 10:34 AM
To: Michelle Hargrave; Michelle Dunne
Subject: FW: 3 Name Request for Municipal Members RE: Niagara Escarpment Commission
Attachments: NEC Chair Letter_Clerk Dufferin County RE Commission Appointee_2022.11.04.pdf; Dufferin County_Candidates_NEC Municipal Members.pdf

Importance: High

Rebecca Whelan, CRM | Deputy Clerk/Information Management Coordinator | Office of the CAO
| County of Dufferin | Phone: 519-941-2816 Ext. 2505 | rwhelan@dufferincounty.ca | 30 Centre Street,
Orangeville, ON L9W 2X1

From: Cooper, Susan (MNRF) <susan.cooper@ontario.ca>
Sent: Monday, March 13, 2023 2:12 PM
To: Rebecca Whelan <rwhelan@dufferincounty.ca>
Cc: Black, Hilary (MNRF) <Hilary.Black@ontario.ca>
Subject: 3 Name Request for Municipal Members RE: Niagara Escarpment Commission
Importance: High

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

Good Afternoon,

Thank you for providing two names (Councillor Janet Horner and Councillor Lisa Post) to be considered for the Niagara Escarpment Commission (NEC).

As identified in the enclosed NEC Chair letter, the County of Dufferin must put forward the names of at least three individuals whom you wish to be considered for appointment by the Lieutenant Governor in Council to the NEC upon expiry of the appointment of your current representative, Janet Horner, on December 31, 2022.

The requirement for at least three names is a necessity of the Niagara Escarpment Planning and Development Act.

The submission of candidates' names, from municipalities that lie in whole or in part of the Niagara Escarpment Planning Area, is provided for under the Niagara Escarpment Planning and Development Act. The Act states that candidates for Commissioners from municipalities must be either elected officials or persons employed by such a municipality (region, county or lower tier).

At your earliest convenience, I'd appreciate it if you could please send me an email identifying, Janet Horner, Lisa Post and at least one additional individual to be considered for appointment to the NEC.

Many thanks, Susan

Susan Cooper | Natural Heritage & Land Use Planning Advisor | 705-772-8754

Natural Heritage Section | Resource Planning and Development Policy Branch

Ministry of Natural Resources and Forestry

300 Water Street, 2nd Fl. South Tower | Peterborough, ON K9H 8M5



AORS
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March 27, 2023

Dear Heads of Councils and Councillors,

We, the Association of Ontario Road Supervisors (AORS), are writing you on behalf of all our municipal members to raise awareness and solicit your support by objecting to a new fee proposed by Enbridge Gas. Enbridge has announced their intention to implement a new charge to third-party contractors and other utilities for utility locates. Third-party contractors will include Ontario municipalities and contractors working on their behalf. Enbridge Gas will apply a charge of \$200 CAD (plus applicable taxes) per locate request where a field locate is required. The need for municipalities and their contractors to request these locates when doing road construction and maintenance is due to utilities being present in municipal right of ways, which municipalities across the province have allowed at no cost to the utility.

Enbridge has stated that the *Getting Ontario Connected Act* passed into law in April 2022 has resulted in changes to the *Ontario Underground Infrastructure Notification System Act* and has caused Enbridge to make significant investments in associated operational investments. The concern being raised by our members, your public works staff, is that Enbridge will be just the beginning of these additional fees, with other utility companies implementing similar charges. These new charges will have significant impacts on municipal budgets.

As examples of what impacts this announcement might have on municipalities, based on 2022 municipal locate requests alone, it is estimated that this new fee would directly cost the Municipality of Central Huron approximately \$35,000 annually, the City of Belleville approximately \$90,000 annually and the Town of Espanola approximately \$7,300 annually. It is important to note that these are direct costs alone. Any subcontractors working on behalf the municipality requesting locates will be charged this same cost, and these costs will have to be borne by someone – meaning the subcontractors will put this cost back to the municipality. Then there will be the added administrative costs at both ends of the transaction. It is difficult to determine this quickly the true fulsome costs to your budget. This will also add an extra item into tendering projects, as it will create concerns on both sides on who is responsible for these costs.

By Enbridge Gas passing on these locate costs to municipalities, these costs are borne by all ratepayers across the municipality, and not only those who use this utility.

We would like to request your Council consider passing the following resolution:

WHEREAS, Enbridge recently made an announcement of their intention to begin charging third-party contractors and other utilities \$200 CAD (plus applicable taxes) for utility locates where a field locate is required;

AND WHEREAS, third-party contractors include Ontario municipalities;

AND WHEREAS, these locate requests are only required as Ontario municipalities have allowed utilities to use municipal right of ways at no charge to the utilities;

AND WHEREAS, this announcement of new downloaded costs will negatively impact the budgets of Ontario municipalities which are already burdened;

AND WHEREAS, if Enbridge is successful in implementing this new charge, a precedence is set for other utility companies to also begin charging for locates;

THEREFORE IT BE RESOLVED, that the <insert your municipality name> strongly opposes these utility locate costs being downloaded to Ontario municipalities by Enbridge Gas or other utilities;

AND THAT, the Province of Ontario's Ministry of Public and Business Service Delivery make it clear that these costs must be borne by the utilities themselves;

AND THAT, this decision be forwarded to Minister of Public and Business Service Delivery Kaleed Rasheed, Minister of Infrastructure Kinga Surma, Minister of Energy Todd Smith, Premier Doug Ford, <insert your municipality name>'s MPP, the Association of Ontario Road Supervisors and the Association of Municipalities of Ontario.


Furthermore, AORS will be sending your public works senior managers and directors a survey to further investigate the true costs of this proposed fee on your budgets. We ask you to encourage your staff to complete this survey so we can better advocate on your behalf.

If you require additional information, please do not hesitate to contact us.

Sincerely,



John Maheu
Executive Director
johnmaheu@aors.on.ca



Kelly Elliott
Marketing and Communications Specialist
kellyelliott@aors.on.ca

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-22

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

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

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

READ a first, second and third time and finally passed this 13th day of April, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk

THIS LEASE made the 1st day of April 2023.

BETWEEN:

CORPORATION OF THE COUNTY OF DUFFERIN

(the "Landlord")

AND

Orwill Allergy Products Limited

(the "Tenant")

ARTICLE 1 - BASIC TERMS AND DEFINITIONS

1.1 Basic Terms

- | | | |
|-----|----------------------------|---|
| (a) | Landlord: | Corporation of the County of Dufferin |
| | Address: | 30 Centre Street, Orangeville, ON |
| (b) | Tenant: | Orwill Allergy Products Limited |
| | Address: | PO Box 176, Shelburne
ON L9V 3L9 |
| (c) | Indemnifier: | Not applicable |
| (d) | Building: | Mel Lloyd Centre, 167 Centre Street,
Shelburne, ON L9V 3R8 |
| (e) | Premises: | Suite # as described in Section 1.2 (m) |
| (f) | Rentable Area of Premises: | 312 square feet, subject to Section 2.2 |
| (g) | Term: | Three years subject to Section 2.3 |

Commencement Date: April 1, 2023, subject to Section 2.4

End of Term: March 31, 2026, subject to Sections 2.3 and 2.4

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

Period	Per Sq. Ft/year	Per year	Per Month
April 1, 2023 to March 31, 2024	\$20.21	\$6,306.81 +HST	\$525.56 +HST
April 1, 2023 to March 31, 2025	\$20.82	\$6,496.01 +HST	\$541.33 +HST
April 1, 2023 to March 31, 2026	\$21.44	\$6,689.28 +HST	\$557.44 +HST

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

(j) Deposit: Not applicable

(k) Rent Deposit: Not applicable

(l) Security Deposit: Not applicable

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

Schedules forming part of this Lease:

- i. Schedule "A" Legal Description
- ii. Schedule "B" Floor Plan
- iii. Schedule "C" Rules and Regulations

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2020-23

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND ONTARIO HEALTH. (Long Term Care Home Service Accountability 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 Ontario Health, 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 13th day of April, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2023 to March 31, 2024

SERVICE ACCOUNTABILITY AGREEMENT

with

Corporation of the County of Dufferin - Dufferin Oaks Home for Senior Citizens

Effective Date: April 1, 2023

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Schedules

Schedule A: Description of Home and Services

Schedule B: Additional Terms and Conditions Applicable to the Funding Model

Schedule C: Reporting Requirements

Schedule D: Performance

Schedule E: Form of Compliance Declaration

THIS AGREEMENT effective as of the 1st day of April, 2023.

BETWEEN :

ONTARIO HEALTH (the "Funder")

AND

Corporation of the County of Dufferin - Dufferin Oaks Home for Senior Citizens (the "HSP")

IN RESPECT OF:

**Dufferin Oaks located at
151 Centre Street, Shelburne, ON L9V 3R7**

Background:

This service accountability agreement is entered into pursuant to the *Connecting Care Act, 2019* (the "CCA").

The HSP and the Funder are committed to working together, and with others, to achieve evolving provincial priorities including building a connected and sustainable health care system centred around the needs of patients, their families and their caregivers.

The Funder recognizes municipalities as responsible and accountable governments with respect to matters within their jurisdiction. The Funder acknowledges the unique character of municipal governments that are funded health service providers (each a "**Municipal HSP**") under the Provincial Long-Term Care Home Service Accountability Agreement template (the "**LSAA**"), and the challenges faced by Municipal HSPs in complying with the terms of the LSAA, given the legal framework under which they operate. The Funder further recognizes and acknowledges that where a Municipal HSP faces a particular challenge in meeting its obligations under the LSAA due to its responsibilities as a municipal government or the legal framework under which it operates, it may be appropriate for the Funder to consult with the Municipal HSP and to use reasonable efforts to resolve the issue in a collaborative way that respects the municipal government while operating under the LSAA as a Municipal HSP.

In this context, the HSP and the Funder agree that the Funder will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the health system by the HSP.

In consideration of their respective agreements set out below, the Funder and the HSP covenant and agree as follows:

ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings.

"**Accountability Agreements**" means each of the accountability agreements, as that term is defined in the Enabling Legislation, in place during a Funding Year, between

Funder and the Ministry of Health, and between the Funder and the Ministry of Long Term Care.

“Act” means the *Fixing Long-Term Care Homes Act, 2021* and the regulations made under it, as it and they may be amended from time to time, and includes any successor legislation.

“Active Offer” means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual.

“Agreement” means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules.

“Annual Balanced Budget” means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

“Applicable Law” means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement.

“Applicable Policy” means any orders, rules, policies, directives or standards of practice or Program Parameters issued or adopted by the Funder, by the Ministry or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

“Approved Funding” has the meaning ascribed to it in Schedule B.

“Beds” means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

“Board” means in respect of an HSP that is:

- (a) a corporation, the board of directors;
- (b) A First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;
- (e) a partnership, the partners; and
- (f) a sole proprietorship, the sole proprietor.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*, and regulations made under it as it and they may be amended from time to time.

"CCA" means the *Connecting Care Act, 2019*, and the regulations under it, as it and they may be amended from time to time.

"CEO" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

"Compliance Declaration" means a compliance declaration substantially in the form set out in Schedule E.

"Confidential Information" means information that is marked or otherwise identified as confidential by the disclosing party at the time the information is provided to the receiving party. Confidential Information does not include information that (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

"Conflict of Interest" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

- (a) the HSP;
- (b) a member of the HSP's Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

"Construction Funding Subsidy" has the meaning ascribed to it in Schedule B.

"Controlling Shareholder" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

"Days" means calendar days.

"Design Manual" means the Ministry design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

"Designated" means designated as a public service agency under the FLSA.

“Digital Health” refers to the use of digital and virtual tools, products, technologies, data, and services that enable improved patient experience and population health outcomes, care quality, access, integration, coordination, and system sustainability when they are leveraged by patients, providers and integrated care teams;

“Director” has the same meaning ascribed to it in the Act.

“Effective Date” means April 1, 2023.

“Enabling Legislation” means the CCA.

“Explanatory Indicator” means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP’s performance. No Performance Target is set for an Explanatory Indicator.

“Factors Beyond the HSP’s Control” include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP’s control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, (Ontario)* and the regulations made under it, as it and they may be amended from time to time.

“FLSA” means the *French Language Services Act* and the regulations made under it, as it and they may be amended from time to time.

“Funder” means Ontario Health.

“Funding” means the amounts of money provided by the Funder to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

“Funding Year” means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

“Home” means the long-term care home at the location set out above, which for clarity includes the buildings where the Beds are located and for greater certainty, includes the

Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

"HSP's Personnel and Volunteers" means the Controlling Shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives.

"Identified" means identified by the Funder or the Ministry to provide French language services.

"Indemnified Parties" means the Funder and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and His Majesty the King in right of Ontario and Her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the Funder in a Review.

"Interest Income" means interest earned on the Funding.

"Licence" means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

"Mandate Letter" has the meaning ascribed to it in the Memorandum of Understanding between the Ministry of Health and the Funder, and includes a letter from the Minister of Long-Term Care to the Funder establishing priorities in accordance with the Premier's mandate letter to the Minister.

"Minister" means such minister of the Crown as may be designated as the responsible minister in relation to this Agreement or in relation to any subject matter under this Agreement, as the case may be, in accordance with the *Executive Council Act*, as amended.

"Ministry" means, as the context requires, the Minister or the Ministry of Health or the Minister of Long-Term Care or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter or the Minister of that ministry, as the context requires.

"Monitoring Indicator" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set.

"Notice" means any notice or other communication required to be provided pursuant to this Agreement, the Enabling Legislation or the Act.

"Ontario Health" means the corporation without share capital under the name Ontario Health as continued under the CCA.

"Performance Agreement" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of

this Agreement.

“Performance Corridor” means the acceptable range of results around a Performance Target.

“Performance Factor” means any matter that could or will significantly affect a party’s ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the Funder, whether by PICB or otherwise.

“Performance Indicator” means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the 2023-2024 LSAA Indicator Technical Specifications document, as it may be amended or replaced from time to time.

“Performance Standard” means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

“Performance Target” means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

“person or entity” includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted.

“PICB” means Performance Improvement and Compliance Branch of the Ministry, or any other branch or organizational unit of the Ministry that may succeed or replace it.

“Planning Submission” means the planning document submitted by the HSP to the Funder. The form, content and scheduling of the Planning Submission will be identified by the Funder.

“Policy Web Pages” means the web pages available at www.health.gov.on.ca/lsaapolicies, and at www.health.gov.on.ca/erssldpolitique or such other URLs or Web pages as the Funder or the Ministry may advise from time to time. Capital policies can be found at [Http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html](http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html).

“Program Parameter” means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program.

“RAI MDS Tools” means the standardized Resident Assessment Instrument – Minimum Data Set (“RAI MDS”) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

“Reports” means the reports described in Schedule C as well as any other reports or information required to be provided under the Enabling Legislation, the Act or this Agreement.

“Resident” has the meaning ascribed to it under the Act.

“Review” means a financial or operational audit, investigation, inspection or other form of review requested or required by the Funder under the terms of the Enabling Legislation or this Agreement, but does not include the annual audit of the HSP’s financial statements.

“Schedule” means any one, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

- Schedule A:** Description of Home and Services;
- Schedule B:** Additional Terms and Conditions Applicable to the Funding Model;
- Schedule C:** Reporting Requirements;
- Schedule D:** Performance; and
- Schedule E:** Form of Compliance Declaration

“Services” means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

“Service Volume” means a measure of Services for which a Performance Target is set.

- 1.2 Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words “including” and “includes” are not intended to be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2024 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of the Enabling Legislation.
- 2.3 Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 - PROVISION OF SERVICES

- 3.1 Provision of Services.**
- (a) The HSP will provide the Services in accordance with, and otherwise comply with:

- (1) the terms of this Agreement;
 - (2) Applicable Law; and
 - (3) Applicable Policy.
- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D.
 - (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the Funder and if required by Applicable Law or Applicable Policy, the prior written consent of the Funder.
 - (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of the Act and the Enabling Legislation, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the Funder or its authorized representatives, to audit the subcontractor in respect of the subcontract if the Funder or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Funder.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the Funder without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the Funder to resolve any Conflict of Interest.

3.4 Digital Health. The HSP shall make best efforts to:

- (a) align with, and participate in, the Funder's digital health planning, with the aim to improve data exchange and security, and use digital health to enable optimized patient experience, population health and wellbeing, and system sustainability;
- (b) assist the Funder to implement the provincial digital health plans by designing and modernizing digital health assets to optimize data sharing, exchange, privacy and security;

- (c) track the HSP's Digital Health performance against the Funder's plans and priorities;
- (d) engage with the Funder to maintain and enhance digital health assets to ensure service resilience, interoperability, security, and comply with any clinical, technical, and information management standards, including those related to data, architecture, technology, privacy and security, set for the HSP by the Funder and/or the Ministry; and
- (e) operate an information security program in alignment with reasonable guidance provided by Ontario Health.

3.5 Mandate Letter. The Funder will receive a Mandate Letter or Mandate Letters annually. Each Mandate Letter articulates areas of focus for the Funder, and the Minister's expectation that the Funder and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the Funder, the Funder will share each relevant Mandate Letter with the HSP. The Funder may also add local obligations to Schedule D as appropriate to further advance any priorities set out in a Mandate Letter.

3.6 French Language Services.

3.6.1 The Funder will provide the Ministry "Guide to Requirements and Obligations Relating to French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.

3.6.2 If Not Identified or Designated. If the HSP has not been Designated or Identified, it will:

- (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;
- (b) work toward applying the principles of Active Offer in the provision of services;
- (c) provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community; and,
- (d) collect and submit to the Funder as requested by the Funder from time to time, French language service data.

3.6.3 If Identified. If the HSP is Identified, it will:

- (a) work toward applying the principles of Active Offer in the provision of services;
- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the Funder upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the Funder;

- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the Funder that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the Funder that outlines how it addresses the needs of its local Francophone community; and,
- (g) collect and submit to the Funder, as requested by the Funder from time to time, French language services data.

3.6.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the Funder on the date specified by the Funder, and thereafter, on each anniversary of that date, or on such other dates as the Funder may, by Notice, require; and,
- (e) collect and submit to the Funder as requested by the Funder from time to time, French language services data.

ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the applicable Accountability Agreement, the Funder will provide the Funding by depositing the Funding in monthly instalments over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding.

- (a) The HSP will:
 - (1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (2) not use the Funding for compensation increases prohibited by Applicable Law;
 - (3) meet all obligations in the Schedules;
 - (4) fulfill all other obligations under this Agreement; and
 - (5) plan for and achieve an Annual Balanced Budget.
- (b) Interest Income will be reported to the Funder and is subject to a year-end reconciliation. The Funder may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the Funder may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the Funder:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) may pro-rate the Funding if this Agreement is signed after the Effective Date;
- (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 10.4;
- (d) will not be required to continue to provide funds,
 - (1) if the Minister or the Director so directs under the terms of the Act;
 - (2) while the Home is under the control of an interim manager pursuant to section 157 of the Act; or
 - (3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the Funder's satisfaction;
 and
- (e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 Additional Funding. Unless the Funder has agreed to do so in writing, the Funder is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the Ministry and funding of the Funder by the Ministry pursuant to the Enabling Legislation. If the Funder does not receive its anticipated funding the Funder will not be obligated to make the payments required by this Agreement.

4.6 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.7 Disposition. Subject to Applicable Law and Applicable Policy, the HSP will not, without the Funder's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

- (a) The Funder may adjust the Funding in any of the following circumstances:

- (1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
 - (2) on a change to the Services;
 - (3) if required by either the Director or the Minister under the Act;
 - (4) in the event that a breach of this Agreement is not remedied to the satisfaction of the Funder; and
 - (5) as otherwise permitted by this Agreement.
- (b) Funding recoveries or adjustments required pursuant to section 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding, through the adjustment of the amount of any future funding installments, or through both. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The Funder will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.
- (c) In determining the amount of a funding adjustment under section 5.1 (a) (4) or (5), the Funder shall take into account the following principles:
- (1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
 - (2) the HSP should not gain from a breach of this Agreement;
 - (3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
 - (4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the Funder of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the Funder.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the Ministry to the Funder, the HSP agrees that if the parties are directed in writing to do so by the Ministry, the Funder will settle and recover funding provided by the Ministry to the HSP prior to the transition of the funding for the Services to the Funder, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the Ministry. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

- (a) If the Funder requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The Funder may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the Funder at the address provided in section 12.1.

5.5 Interest Rate. The Funder may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The Funder will give at least 60 Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the Funder.
- (b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the Funder and may be required to incorporate
 - (1) prudent multi-year financial forecasts;
 - (2) plans for the achievement of Performance Targets; and
 - (3) realistic risk management strategies.

If the Funder has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

- (c) **Multi-year Planning Targets.** The parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the term of this Agreement and the Funder is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets:
 - (1) are targets only;
 - (2) are provided solely for the purposes of planning;
 - (3) are subject to confirmation; and
 - (4) may be changed at the discretion of the Funder.

The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets.

The Funder agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

- (d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The Funder will give the HSP at least 6 months' Notice if the Funder does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the Funder and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the Funder including but not limited to the HSP's Planning Submission and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans.
- (b) **Integration.** The HSP will, separately and in conjunction with the Funder, other health service providers, if applicable, and integrated care delivery systems, if applicable, identify opportunities to integrate the services of the health system to provide appropriate, coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities, using any templates provided by the Funder, as requested by the Funder and in any event, in its year-end report to the Funder.

6.3 Planning and Integration Activity Pre-proposals.

- (a) **General.** A pre-proposal process has been developed to (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the Funder. Subject to specific direction from the Funder, this pre-proposal process will be used in the following instances:
- (1) the HSP is considering an integration, or an integration of services, as defined in the Enabling Legislation between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of services, which for certainty includes: the transfer of Services from the HSP to another person or entity anywhere; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites anywhere;
 - (3) to identify opportunities to integrate the services of the health system, other than those identified in (A) or (B) above; or
 - (4) if requested by the Funder.

- (b) **Funder Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under the Enabling Legislation. Funder consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the Funder consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by the Enabling Legislation. Following the Funder's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the Funder.
- (c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the Funder, the HSP will follow the provisions of the Enabling Legislation. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which the Enabling Legislation may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a Planning Submission unless the Funder has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

- (a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.
- (b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the Funder at least 6 months' prior Notice. Such Notice shall include:
 - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
 - (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the 6-month Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

- (c) The Funder may terminate the designation of the convalescent care Beds at any time by giving at least 6 months' prior Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the Funder with:
 - (1) a detailed transition plan, satisfactory to the Funder acting reasonably, setting out the dates, after the end of the 6-month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,

- (2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the 6-month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the Funder and the HSP.

ARTICLE 7.0 - PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
 - (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the party wishes to raise with the other party.
- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under section 7.2(a), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either party.

7.3 Performance Meetings. During a meeting on performance, the parties will:

- (a) discuss the causes of a Performance Factor;
- (b) discuss the impact of a Performance Factor on the health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement

- (2) plan that is acceptable to the Funder;
- (2) the conduct of a Review;
- (3) an amendment of the HSP's obligations; and
- (4) an in-year, or year end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a Funder under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the Funder.

7.5 Factors Beyond the HSP's Control. Despite the foregoing, if the Funder, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:

- (a) the Funder will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;
- (b) the Funder will not require the HSP to prepare an Improvement Plan; and
- (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The Funder's ability to enable the health system to provide appropriate, co-ordinated, effective and efficient health services, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the Funder, or to such other entity as the Funder may direct, in the form and within the time specified by the Funder, the Reports other than personal health information as defined in the Enabling Legislation, that the Funder requires for the purposes of exercising its powers and duties under this Agreement or the Enabling Legislation or for the purposes that are prescribed under any Applicable Law;
 - (2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
 - (3) will fulfil the specific reporting requirements set out in Schedule C;
 - (4) will ensure that every Report is complete, accurate, signed on behalf

of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the Funder; and

- (5) agrees that every Report submitted to the Funder by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the Funder's right to access or to require access to personal health information as defined in the Enabling Legislation, in accordance with Applicable Law for purposes of carrying out the Funder's statutory objects to achieve the purposes of the Enabling Legislation.

- (c) **RAI MDS.** Without limiting the foregoing, the HSP
 - (1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;
 - (2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents ("RAI MDS Data");
 - (3) will submit the RAI MDS Data to the Canadian Institute for Health Information ("CIHI") in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
 - (4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.
- (d) **Quality Improvement Plan.** The HSP will submit a Quality Improvement Plan to Ontario Health that is aligned with this Agreement and supports health system priorities.
- (e) **CEO Changes.** The HSP will immediately notify the Funder if it becomes aware that the HSP's CEO will depart the organization.
- (f) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *FLSA*, the HSP will be required to submit a French language services report to the Funder. If the HSP is not required to provide services to the public in French under the provisions of the *FLSA*, it will be required to provide a report to the Funder that outlines how the HSP addresses the needs of its local Francophone community.
- (g) **Declaration of Compliance.** On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended by the Funder from time to time through the term of this Agreement.
- (h) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the Funder, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete, or are inaccurate where the errors or delay were not as a result of Funder actions or inaction or the actions or inactions of persons acting on behalf of the Funder. If assessed, the financial reduction will be as follows:

- (1) if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the Funder or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the Funder or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in the Enabling Legislation, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above the HSP shall disclose any information requested by the Funder or its authorized representatives, and shall do so in a form requested by the Funder or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for 7 years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the Funder is bound by FIPPA and that any information provided to the Funder in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the Funder may disclose information that it collects under this Agreement in accordance with the Enabling Legislation.

8.5. Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the Funder during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

8.6 Auditor General. For greater certainty the Funder's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

- (a)

ARTICLE 9.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 General. The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information that the HSP provided to the Funder in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;
- (e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and
- (f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

9.2 Execution of Agreement. The HSP represents and warrants that:

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

9.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
- (1) that set out one or more codes of conduct for, and that identify, the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;
 - (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and the Enabling Legislation;
 - (7) to enable the preparation, approval and delivery of all Reports;
 - (8) to address complaints about the provision of Services, the management or governance of the HSP; and
 - (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that it:
- (1) has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO;
 - (2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
 - (3) will enforce the HSP's rights under the Performance Agreement.

9.4 Funding, Services and Reporting. The HSP represents, warrants and covenants that:

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
- (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report, and any material change to a Report will be communicated to the Funder immediately.

9.5 Supporting Documentation. Upon request, the HSP will provide the Funder with proof of the matters referred to in this Article.

ARTICLE 10.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 10.1 Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 10.2 Same.** For greater certainty and without limiting section 10.1, the Funder is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the Funder is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 10.3 Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.
- 10.4 Insurance.**
- (a) **Generally.** The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.
- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the HSP would maintain including, but not limited to, the following at its own expense.
- (1) **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:
- A. The Indemnified Parties as additional insureds,
B. Contractual Liability,

- C. Cross-Liability,
 - D. Products and Completed Operations Liability,
 - E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage",
 - F. Tenants Legal Liability (for premises/building leases only),
 - G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
 - H. A 30 Day written notice of cancellation, termination or material change.
- (2) **Proof of WSIA Coverage.** Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the Funder with a valid *Workplace Safety and Insurance Act, 1997* ("WSIA") Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.
- (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.
- (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
- (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the Funder with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Funder, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 11.0 – TERMINATION

11.1 Termination by the Funder.

- (a) **Immediate Termination.** The Funder may terminate this Agreement immediately upon giving Notice to the HSP if:

- (1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
 - (2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (3) the Funder is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
 - (4) the Home has been closed in accordance with the Act; or
 - (5) as provided for in section 4.5, the Funder does not receive the necessary funding from the Ministry.
- (b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the Funder will consult with the Director before determining whether this Agreement will be terminated. If the Funder terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the Funder would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.
- (c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the Funder will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the Funder may terminate this Agreement:
- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the Funder that the HSP cannot completely remedy the breach within that time or such further period of time as the Funder considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the Funder; and
- the Funder may then terminate this Agreement in accordance with the Notice.

11.2 Termination of Services by the HSP.

- (a) Except as provided in section 11.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the Funder at least six months' Notice.
- (b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the Funder at the same time the HSP is required to provide Notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the Funder.

- (c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a Licence in whole or in part, the HSP will comply with section 6.3 of this Agreement.

11.3 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the Funder may:
 - (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services;
and
 - (4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).
- (b) Despite (a), if the cost determined pursuant to section 11.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the Funder will not provide additional monies to the HSP to wind down the Services.

11.4 Effective Date. Termination under this Article will take effect as set out in the Notice.

11.5 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the Funder may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Funder determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 12.0 - NOTICE

- 12.1 Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the other in writing:

To the Funder: Ontario Health 199 County Blvd., Brampton ON Attention: Chief Regional Officer Central and West Regions Email: OH-Central.Funding@ontariohealth.ca	To the HSP: Corporation of the County of Dufferin - Dufferin Oaks Home for Senior Citizens 55 Zina Street, Orangeville, ON L9W 1E5 Attention: Administrator Email: bwagner@dufferincounty.ca
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- 12.2 Notices Effective From.** A Notice will be deemed to have been duly given 1 business day after delivery if Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 13.0 - INTERPRETATION

- 13.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 13.2 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the Funder. Where the Act requires compliance with this Agreement, the Funder will determine compliance and advise the Director.
- 13.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 13.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of the Enabling Legislation and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 14.0 - ADDITIONAL PROVISIONS

- 14.1 Currency.** All payment to be made by the Funder or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 14.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 Terms and Conditions on Any Consent.** Any consent or approval that the Funder may grant under this Agreement is subject to such terms and conditions as the Funder may reasonably require.
- 14.4 Waiver.** A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.5 Parties Independent.** The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.
- 14.6 Funder is an Agent of the Crown.** The parties acknowledge that the Funder is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Enabling Legislation. Notwithstanding anything else in this Agreement, any express or implied reference to the Funder providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Funder or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 14.7 Express Rights and Remedies Not Limited.** The express rights and remedies of the Funder are in addition to and will not limit any other rights and remedies available to the Funder at law or in equity. For further certainty, the Funder has not waived any provision of any applicable statute, including the Act and the Enabling Legislation, nor the right to exercise its rights under these statutes at any time.
- 14.8 No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the Funder which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the Funder to any assignee or subcontractor. The Funder may assign this Agreement or any of its rights and obligations under this Agreement to any one or more agencies or ministries of His Majesty the King in right of Ontario and as otherwise directed by the Ministry.

- 14.9 Governing Law.** This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- 14.10 Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 and sections 2.3, 4.6, 9.4, 19.5 and 11.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.11 Further Assurances.** The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the parties.
- 14.13 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 14.14 Insignia and Logo.** Neither party may use any insignia or logo of the other party without the prior written permission of the other party. For purposes of this section 14.14, the insignia or logo of the Funder includes the insignia and logo of His Majesty the King in right of Ontario.

ARTICLE 15.0 - ENTIRE AGREEMENT

15.1 Entire Agreement. This Agreement together with the appended Schedules constitutes the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

The parties have executed this Agreement on the dates set out below.

ONTARIO HEALTH

By:

Susan deRyk
Chief Regional Officer
Central and West Regions

Date

And by:

Jeff Kwan
Vice President, Performance, Accountability and
Funding Allocation

Date

CORPORATION OF THE COUNTY OF DUFFERIN - DUFFERIN OAKS HOME FOR SENIOR CITIZENS


By:



Wade Mills
Warden
I have the authority to bind the HSP

March 23 / 23
Date

And By:



Michelle Dunne
County Clerk
I have the authority to bind the HSP

March 23, 2023
Date

2023-24 Description of Home and Services

LTCH Name: Dufferin Oaks

A.1 General Information

Name of Licensee: (as referred to on your Long-Term Care Home Licence)	Corporation of the County of Dufferin		
Name of Home: (as referred to on your Long-Term Care Home Licence)	Dufferin Oaks		
LTCH Master Number (e.g. NH9898)	HF1048		
Address	151 Centre Street		
City	Shelburne	Postal Code	L9V 3R7
Accreditation organization	CARF		
Date of Last Accreditation (Award Date – e.g. May 31, 2020)	January 28, 2020	Year(s) Awarded (e.g. 3 years)	3 years
French Language Services (FLS)	Identified (Y/N)	N	Designated Y/N N
Culturally Designated Home	Self Identified (Y/N)	N	Specific Community Serviced (i.e ethnic, linguistic or religious)

2023-24 Description of Home and Services

LTCH Name: Dufferin Oaks

A.2 Licensed or Approved Beds & Classification / Bed Type							
1. Licence Type	Total # of Beds <i>Note: Each individual licence should be on a separate row. Please add additional rows as required.</i>					Licence Expiry Date <small>(e.g. May 31, 2025)</small>	Comments/Additional Information
	A	B	C	Upgraded D	New		
Licence ("Regular" or Municipal Approval)					160	Municipal Home – N/A	
TOTAL BEDS (1)	160						
Please include information specific to the following types of licences on a separate line below. Temporary Licence, Temporary Emergency Licence, or Short-Term Authorization						<i>Note: Each individual licence should be on a separate row. Please add additional rows as required.</i>	
2. Licence Type	Total # of Beds	Licence Expiry Date <small>(e.g., May 31, 2025)</small>			Comments/Additional Information		
Temporary							
Temporary Emergency							
Short-Term Authorization							
TOTAL BEDS (2)							
TOTAL # OF ALL LICENSED BEDS (1) + (2)	160						

2023-24 Description of Home and Services

LTCH Name: Dufferin Oaks

Usage Type	Total # of Beds	Expiry Date (e.g., May 31, 2025)	Comments/Additional Information <u>Please specify number of beds designated as Behavioural Support Unit (BSU) Beds, Other Designated Specialized Unit Beds and Beds held as Isolation **</u>
Long Stay Beds (not including beds below)	160	Municipal Home – N/A	
Convalescent Care Beds			
Respite Beds			
ELDCAP Beds			
Interim Beds			
Veterans' Priority Access beds			
Beds in Abeyance (BIA)			
Designated Specialized Unit beds			
Other beds *			
Total # of all Bed Types (3)	160		

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

** Include beds set aside in accordance with Emergency Plans (O. Reg 246/22 s. 268)

2023-24 Description of Home and Services

LTCH Name: Dufferin Oaks

A.3 Structural Information

Type of Room (this refers to structural layout rather than what is charged in accommodations or current occupancy).

Room Type	Rooms	Multiplier	Number of beds
Number of rooms with 1 bed	80	x 1	80
Number of rooms with 2 beds	40	x 2	80
Number of rooms with 3 beds		x 3	
Number of rooms with 4 beds		x 4	
Total Number of Rooms	120	Total Number of Beds*	160

***Ensure the "Total Number of Beds" above matches "Total # of all Bed Types (3)" from Table A.2**

Original Construction Date (Year)	2000-2002
Redevelopment: Please list year and details (unit/resident home area, design standards, # beds, reason for redevelopment. If active, please provide stage of redevelopment and forecasted year of completion.)	1) 2) 3) 4)

Number of Units/Resident Home Areas and Beds

Unit/Resident Home Area	Number of Beds
Shelburne/Orangeville	32
East Luther/Grand Valley	32
Mono/Mulmur	32
Dufferin County/Amaranth	32
Melancthon/East Garafraxa	32
Total Number of Beds (Ensure total matches "Total # of all Bed Types (3)" from Table A.2)	160

Other Reporting

Accommodation Breakdown*

Accommodation Type	Basic	Semi-Private	Private
	80	40	40
Total Beds	80	40	40

*For accommodation definition see *Fixing Long-Term Care Act, 2021* (<https://www.ontario.ca/laws/regulation/220246#BK4>)

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. Ontario Health provides subsidy funding to long-term care home health service providers pursuant to a funding model set by MOH and MLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

"Allowable Subsidy" refers to Allowable Subsidy as defined in s. 1 of Reg. 200/21 under Connecting Care Act, 2019.

"Construction Funding Subsidy" or "CFS" means the funding that the MOH and MLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a **"Development Agreement"**).

"CFS Commitments" means

- (a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home in effect between the HSP and the funder and
- (b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

"Envelope" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the "Nursing and Personal Care" Envelope;
- (b) the "Program and Support Services" Envelope;
- (c) the "Raw Food" Envelope; and
- (d) the "Other Accommodation" Envelope.

"Estimated Provincial Subsidy" means the estimated provincial subsidy to be provided by Ontario Health to an HSP calculated in accordance with Applicable Law and Applicable Policy.

"Reconciliation Report" refers to the Reconciliation Report as referenced in s. 1 of Reg 200/21 under Connecting Care Act, 2019.

"Term" means the term of this Agreement.

3.0 Provision of Funding.

3.1 In each Funding Year, Ontario Health shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22nd) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any expiry or termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use all Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.5 In the event that a financial reduction is determined by Ontario Health, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOH and MLTC has acknowledged in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide Ontario Health with a copy of such written acknowledgment.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOH and MLTC are responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by Ontario Health.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOH and

MLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Law and Applicable Policy or as otherwise required by Ontario Health pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by Ontario Health under section 3.0 of this Schedule shall be reconciled by Ontario Health in accordance with Applicable Law and Applicable Policy to produce the Allowable Subsidy.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	Estimated Due Dates¹
2023 – Jan 1, 2023 to Sept 30, 2023	By October 15, 2023
2. Long-Term Care Home Annual Report	
Reporting Period	Estimated Due Dates¹
2023 – Jan 1, 2023 to Dec 31, 2023	By September 30, 2024
3. French Language Services Report	
Fiscal Year	Due Dates
2023-24 – Apr 1, 2023 to March 31, 2024	April 29, 2024
4. OHRS/MIS Trial Balance Submission	
2023-2024	
Due Dates (Must pass 3c Edits)	
Q2 – Apr 1, 2023 to Sept 30, 2023 (Fiscal Year) Q2 – Jan 1, 2023 to June 20, 2023 (Calendar Year)	October 29, 2023
Q3 – Apr 1, 2023 to Dec 31, 2023 (Fiscal Year) Q3 – Jan 1, 2023 to Sept 30, 2023 (Calendar Year)	January 28, 2024 – Optional Submission
Q4 – Apr 1, 2023 to March 31, 2024 (Fiscal Year) Q4 – Jan 1, 2023 to Dec 31, 2023 (Calendar Year)	May 31, 2024
5. Compliance Declaration	
Funding Year	Due Dates
January 1, 2023 – December 31, 2023	March 1, 2024
6. Continuing Care Reporting System (CCRS)/RAI MDS	
Reporting Period	Estimated Final Due Dates¹
2023-2024 Q1	August 31, 2023
2023-2024 Q2	November 30, 2023
2023-2024 Q3	February 28, 2024
2023-2024 Q4	May 31, 2024
7. Long-Term Care Staffing Data Collection (“Staffing Survey”)	
Reporting Period	Estimated Due Dates¹
April 1, 2022 to June 30, 2022 – Q1	September 12, 2022
July 1, 2022 to September 30, 2022 – Q2	January 27, 2023
October 1, 2022 to December 31, 2022 – Q3	To be determined
January 1, 2023 to March 31, 2023 – Q4	To be determined
8. Quality Improvement Plan (submitted to Ontario Health)	
Planning Period	Due Dates
April 1, 2023 – March 31, 2024	April 1, 2023

¹ These are estimated dates provided by the MOH and MLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:
n/a means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.
tbd means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator M=Monitoring Indicator	2023-2024	
		Performance	
		Target	Standard
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	n/a	n/a
	Total Margin (P)	n/a	n/a
Coordination and Access Indicators	Percent Resident Days – Long Stay (E)	n/a	n/a
	Wait Time from Home and Community Care Support Services (HCCSS) Determination of Eligibility to LTC Home Response (M)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Who Fell in the Last 30 days (M)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (M)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (M)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (M)	n/a	n/a

2.0 Local Obligations

This schedule sets out provincial goals identified by Ontario Health (OH) and the Local Obligations associated with each of the goals. The provincial goals apply to all HSPs and HSPs must select the most appropriate obligation(s) under each goal for implementation. HSPs must provide a report on the progress of their implementation(s) as per direction provided by OH regional teams.

Goal: Improve Access and Flow by Reducing Alternate Level of Care (ALC)

Local Obligations related to goal:

- Participate in and align with regional plans to support admission diversion, maximize capacity, and support patients transition to community.

Goal: Advance Indigenous Health Strategies and Outcomes

Local Obligations related to goal:

- Develop and/or advance First Nations, Inuit, Métis and Urban Indigenous (FNIMUI) Health Workplan:
 - a. Partner with your OH team to work through a process of establishing a First Nations, Inuit, Métis and Urban Indigenous Health Workplan, which aligns with provincial guidance, and includes a plan for Indigenous cultural awareness (improving understanding of Indigenous history, perspectives, cultures, and traditions) and cultural safety (improving understanding of anti-racist practice and identifying individual and systemic biases that contribute to racism across the health care system). Ontario Health will provide guidance material to support this process.
 - b. Or, if a First Nations, Inuit, Métis and Urban Indigenous Health Workplan (or similar) already exists, demonstrate advancement to implementation of the plan.
- Demonstrate progress (and document in reporting template) on outcomes, access and/or executive training:
 - a. Improvement in outcomes regarding First Nations, Inuit, Métis and Urban Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on the data currently available to them. In future years, standardized indicators will be developed.)
 - b. Progress in increasing culturally safe access to healthcare services, programs to foster Indigenous engagement, and relationship building to improve Indigenous health (note for 23/24 this will give HSPs the opportunity to demonstrate any improvement based on initiatives they have targeted in their First Nations, Inuit, Métis and Urban Indigenous Health Workplan. In future years, standardized indicators will be developed.)
 - c. Demonstrate that executive level staff have completed Indigenous Cultural Safety Training

Goal: Advance Equity, Inclusion, Diversity, and Anti-Racism Strategies to

Improve Health Outcomes

Local Obligations related to goal:

- Develop and/or advance an organizational health equity plan
 - develop an equity plan that aligns with OH equity, inclusion, diversity and anti-racism framework, and existing provincial priorities, where applicable (i.e., French language health services plan; Accessibility for Ontarians with Disabilities Act; the provincial Black Health Plan; High Priority Community Strategy; etc.). Please note that HSPs will be provided with guidance materials to help develop their equity plan and complete a reporting template to submit to the region.
 - Or, if an equity plan already exists, demonstrate advancement to implementation of the plan, by completing the equity reporting template and submitting to the region.

- Increase understanding and awareness of health equity through education/continuous learning
 - Continue capacity-building through knowledge transfer, education, and training about health equity within the Region, HSPs will demonstrate that a minimum, executive level staff have completed relevant equity, inclusion, diversity, and anti-racism education (recommended education options to be provided).

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long-Term Care Home Service Accountability Agreement

To: The Board of Directors of Ontario Health Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of License Holder] (the "HSP")

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: January 1, 2023– December 31, 2023 (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the Health Service Provider (the "HSP") and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care home service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that:

- (i) it has complied with the provisions of the *Connecting Care Act, 2019* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the Ontario Health and the HSP effective April 1, 2023.

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],
[insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-24

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

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

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

READ a first, second and third time and finally passed this 13th day of April, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk

THIS LEASE made the 1st day of April, 2023.

BETWEEN:

**CORPORATION OF THE COUNTY OF
DUFFERIN**

(the
“Landlord”)

AND

UPPER GRAND DISTRICT SCHOOL BOARD

(the “Tenant”)

**ARTICLE 1 - BASIC TERMS AND
DEFINITIONS**

1.1 Basic Terms

- | | | |
|-----|--------------|---|
| (a) | Landlord: | Corporation of the County of Dufferin |
| | Address: | 55 Zina Street, Orangeville, ON |
| (b) | Tenant: | Upper Grand District School Board |
| | Address: | 500 Victoria Road North
Guelph, Ontario
N1E 6K2 |
| (c) | Indemnifier: | Not applicable |
| (d) | Building: | Mel Lloyd Centre, 167 Centre
Street Shelburne |

- (e) Premises: Suite # described in Section 1.2 (m)
- (f) Rentable Area of Premises: 104 square feet, subject to Section 2.2
- (g) Term: One (1) year lease subject to Section 2.3

Commencement Date: April 1, ~~2021~~²⁰²³, subject to Section 2.4

End of Term: March 31, ~~2022~~²⁰²⁴, subject to Sections 2.3 and 2.4

- (h) Basic Gross Rent (Section 3.2): \$17.73

Period	Per Sq. Ft/year	Per year	Per Month
April 1, 2023 to March 31, 2024	\$17.73	\$1,844.60 + HST	\$153.71 + HST

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

- (j) Deposit: Not applicable

Rent Deposit: Not applicable

Security Deposit: Not applicable

- (k) Lease Year: Lease Year ends on March 31st of each year

Schedules forming part of this Lease:

i. Schedule "A" Legal Description

ii. Schedule "B" Floor Plan

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW 2023-25

A BY-LAW TO ADOPT AMENDMENT NO. 2 TO THE OFFICIAL PLAN FOR THE COUNTY OF DUFFERIN.

WHEREAS the Planning Act, R.S.O. 1990, c.P.13, as amended, permits the County of Dufferin to adopt an Official Plan or amendments thereto;

AND WHEREAS County Council at its meeting on April 13, 2023, decided to adopt County Official Plan Amendment No. 2 to the Dufferin County Official Plan, March 2015;

The Council of County of Dufferin HEREBY ENACTS as follows:

1. County Official Plan Amendment No. 2 to the Dufferin County Official Plan, March 2015, consisting of the text attached hereto as Schedule "A" is hereby adopted.
2. Dufferin County Official Plan Amendment No. 2 is subject to approval by the Minister of Municipal Affairs.
3. Schedule "A" attached hereto and forming part of this By-law constitutes Dufferin County Official Plan Amendment No. 2.

READ a first, second and third time and finally passed this 13th day of April, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk

**AMENDMENT NO. 2
TO THE
DUFFERIN COUNTY
OFFICIAL PLAN**

Location: This Official Plan Amendment applies to the entire corporate limits of the County of Dufferin.

Date: April 13, 2023

Approval Authority: Ontario Ministry of Municipal Affairs and Housing

AMENDMENT NO. 2

To the Dufferin County Official Plan

The attached, constituting Amendment No. 2 to the Dufferin County Official Plan, as authorized by the provisions of Section 22 of the Planning Act, R.S.O. 1990, c.P.13, was adopted by Council of Dufferin County by By-law 2023-25 on the 13th day of April, 2023 in accordance with the Planning Act, R.S.O. 1990, c.P.13.

AMENDMENT NO. 2

To the Dufferin County Official Plan

PART A - THE PREAMBLE - does not constitute part of this Amendment.

PART B - THE AMENDMENT - consisting of the text which constitutes Amendment
No. 2

AMENDMENT NO. 2

To the Dufferin County Official Plan

PART A - THE PREAMBLE

1.0 PURPOSE AND EFFECT

The purpose and effect of the Official Plan Amendment is to update the policies and land use schedules of the Official Plan to conform with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (2020) and implement the County's Land Needs Assessment completed as part of the Dufferin County Municipal Comprehensive Review.

2.0 LOCATION

The Amendment applies to the entire corporate limits of Dufferin County.

3.0 BASIS OF THE AMENDMENT

The County of Dufferin Official Plan was adopted in 2015. New Official Plans are required to be reviewed and updated within ten years of adoption, however the release of an updated Growth Plan in 2017 included a requirement for upper-tier municipalities to update their Official Plans to conform by July 2, 2022. The 2020 consolidated Growth Plan for the Greater Golden Horseshoe (the Growth Plan) provided new population and employment forecasts for single- and upper-tier municipalities within the Growth Plan area, including The County of Dufferin and the conformity deadline of July 2, 2022 was retained.

The County undertook a comprehensive review to update population and employment growth allocation for each lower-tier municipality in the County and prepared a Land Needs Assessment to determine whether any expansion to settlement areas would be required to accommodate growth.

PART B - THE AMENDMENT

4.0 DETAILS OF THE AMENDMENT

The document known as the Dufferin County Official Plan hereby amended:

- 1) By deleting all instances of "The Growth Plan for the Greater Golden Horseshoe" and replacing them with "A Place to Grow: Growth plan for the Greater Golden Horseshoe".
- 2) In Section 3.2.1., by deleting "81,000 persons and 31,000 jobs to 2036" and replacing it with "99,000 residents and 40,700 jobs to the year 2051."
- 3) In Section 3.2.1, by deleting the county population and employment projections table (3.1) and replacing it with the following table:

County Population Distribution

Distribution of Population and Employment for the Greater Golden Horseshoe to 2051		
	Population	Employment
	2051	2051
County of Dufferin	99,000	40,700

* Note: Data is from Schedule 3 of a Place to Grow, Distribution of Population and Employment for the Greater Golden Horseshoe to 2051.

- 4) In Section 3.2.2., by deleting table 3.2a and 3.2b, respectively, and replacing them with the tables below:

Population by Municipality (2021 estimate and forecasted allocations to 2051))

Municipality	Population (Nearest 100)		
	2021 Estimate	2051 Allocated	2021-2051 Growth
Amaranth	4,500	8,300	3,800
East Garafraxa	2,900	3,900	1,000
Grand Valley	4,000	14,800	10,800
Melancthon	3,200	4,300	1,100
Mono	9,700	9,600	-100
Mulmur	3,700	4,500	800
Orangeville	31,000	38,500	7,400
Shelburne	9,400	15,100	5,700

Number of Job by Municipality (2021 estimate and forecasted allocations to 2051)

Municipality	Employment (Nearest 100)		
	2021 Estimate	2051 Allocated	2021-2051 Growth
Amaranth	1,300	2,500	1,200
East Garafraxa	700	1,000	300
Grand Valley	900	4,400	3,500
Melancthon	600	900	200
Mono	2,800	3,300	500
Mulmur	900	1,200	400
Orangeville	14,700	21,700	7,100
Shelburne	3,100	5,700	2,600

- 5) By deleting Section 3.2.2.c) in its entirety.
- 6) In Section 3.2.2(d), by deleting all instances of “the reserved” from the paragraph.
- 7) In Section 3.2.2. by inserting the following as policy 3.2.2.e) and the table below:

“To help achieve an appropriate mix of land uses, contributing to complete communities and employment needs, local municipalities should plan to accommodate Commercial, Institutional or Mixed-Use land uses equivalent to the land areas provided in the table below by 2051:”

Forecast Community Employment (Commercial, Institutional or Mixed-use lands) Land Needs by Municipality, to 2051.

	Net Hectares (surplus)	Gross Hectares (surplus)
Amaranth	8.4	10.5
East Garafraxa	2.6	3.2
Grand Valley	61.5	77.1
Melancthon	2.0	2.4
Mono	(4.8)	(6.0)
Mulmur	1.5	1.9
Orangeville	59.8	74.7
Shelburne	(1.9)	(2.4)

- 8) In Section 3.3.2 by deleting paragraph (e) and replacing it with the following:

“Local municipalities shall plan to achieve the minimum intensification targets identified in Table 3.4, by permitting infill and redevelopment of vacant and/or

underutilized sites within the delineating built up areas in accordance with the intensification policies in Section 3.4.”

9) In Section 3.4.2., by deleting table 3.4 and replacing it with the table below.

Minimum Intensification Targets

Municipality	Minimum Intensification Target (%)
Dufferin County (overall)	40
Grand Valley	40
Orangeville	60
Shelburne	48

10) In Section 3.4.2., by deleting paragraph (a) and replacing it with the following:

“The County will encourage intensification within the existing built built-up areas to achieve provincially-mandated minimum intensification targets. Local municipalities will achieve the minimum intensification targets as identified in Table 3.4.”

11) In Section 3.4.3., delete table 3.5 and replace with the table below.

Greenfield Residential Land Needs Projection

Municipality	Population Capacity Estimate	Minimum Resident & Work From Home Jobs Per Hectare Assumption	Estimated Residential Land Need (Hectares)
Grand Valley	5600	32	234 including mapped environmental constraints
Orangeville	954	46	21 + mapped environmental constraints
Shelburne	2,429	41	59 + mapped environmental constraints
Total	5,063	43	118 + mapped environmental constraints

12) In Section 3.4.3 by adding the following to the end of paragraph (b):

"To meet the minimum Designated Greenfield Density targets, the Towns of Grand Valley, Orangeville and Shelburne should plan to accommodate the following numbers of people and jobs within their greenfield areas by 2051:

- i. Grand Valley – At least 5600 people and jobs to achieve a density target of 32 people and jobs per hectare.
- i. Orangeville – Approximately 7,038 people and jobs to achieve a density target of 46 people and jobs per hectare
- ii. Shelburne – Approximately 3,608 people and jobs to achieve a density target of 41 people and jobs per hectare.

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW 2023-26

A BY-LAW TO APPOINT AARON RYCKMAN AS A BUILDING INSPECTOR UNDER THE BUILDING CODE ACT AND TO REPEAL BY-LAW #2019-16.

WHEREAS the Council of the Corporation of the County of Dufferin deems it desirable that Aaron Ryckman 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 Aaron Ryckman 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.
4. That By-Law #2019-16 be repealed.

READ a first, second and third time and finally passed this 13th day of April, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-xx

A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AT ITS MEETING HELD ON APRIL 13, 2023.

WHEREAS Section 5 (1) of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be exercised by its Council;

AND WHEREAS Section 5 (3) of the *Municipal Act, 2001*, as amended, provides that municipal powers shall be exercised by by-law;

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

1. All actions of the Council of the Corporation of the County of Dufferin at its meetings held on April 13, 2023 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 13th day of April, 2023.

Wade Mills, Warden



Michelle Dunne, Clerk