



GENERAL GOVERNMENT SERVICES COMMITTEE AGENDA

Thursday, August 24, 2023 at 11:00 a.m.

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

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

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

Land Acknowledgement Statement

We would like to begin by respectfully acknowledging 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.

Roll Call

Declarations of Pecuniary Interest by Members

PUBLIC QUESTION PERIOD

Members of the public in attendance are able to ask a question. If you 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 August 23, 2023.

REPORTS

1. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #1
Headwaters Community in Action (HCIA) Mid-Year Report

A presentation and report Jennifer Payne, Executvie Director, Headwaters

Communities In Action, dated August 24, 2023, to present a mid-year report on activities.

Recommendation:

THAT the report from Headwaters Communities In Action, dated August 24, 2023, with a mid-year report on activities, be received.

2. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #2
Access Dufferin Minutes

Minutes from the Access Dufferin meetings on June 21, July 19, and August 16, 2023.

Recommendation:

THAT the minutes from the Access Dufferin meetings on June 21, July 19, and August 16, 2023, be adopted.

3. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #3
Diversity, Equity and Inclusion Community Advisory Committee Updates: Recommended Appointments & Selection Process

A report from the Director of People & Equity, dated August 24, 2023, to provide Council with an update about the recommended appointments of community applicants that applied to be members of the Diversity Equity Inclusion Community Advisory Committee (DEICAC).

Recommendation:

THAT the report of the Director People & Equity titled Diversity Equity Inclusion Community Advisory Committee Updates: Recommended Appointments & Selection Process, dated August 24, 2023, be received;

AND THAT the names being put forward for appointment to the Diversity Equity Inclusion Community Advisory Committee be approved.

4. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #4
County of Dufferin Equity Strategy Update

A report from the Director of People & Equity, dated August 24, 2023, to provide an update on the Equity Strategy and next steps to begin implementation.

Recommendation:

THAT the report of the Director People & Equity, titled County of Dufferin Equity Strategy Update, dated August 24, 2023, be received.

5. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #5
Anti-Racism & Intersectional Oppression Training Program

A report from the Director of People & Equity, dated August 24, 2023, to outline a capacity building/training program focused on the topics anti-racism and intersectional oppression for County staff.

Recommendation:

THAT the report of the Director People & Equity, titled Anti-Racism and Intersectional Oppression Training Program, dated August 24, 2023, be received;

AND THAT County Council approve a single source expenditure of \$200,000 for the development and delivery of a 10 module Anti-Racism and Intersectional Oppression Training program with Stephanie Nixon and Associates Inc.;

AND THAT the cost of the one-time development of the program be funded as follows: \$50,000 from the current year corporate training budget and \$150,000 from the Rate Stabilization Reserve.

6. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #6
2024 Budget Schedule

A report from the Manager of Corporate Finance, Treasurer, dated August 24, 2023, to provide Council with the 2024 budget schedule.

Recommendation:

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, outlining the 2024 budget schedule, be received.

7. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #7
Tax Policy Review

A report from the Manager of Corporate Finance, Treasurer, dated August 24, 2023, to provide Council with an update on the tax policy review.

Recommendation:

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the tax policy review, be received;

AND THAT the multi-residential class ratio be reduced to 1.7 in 2024, 1.4 in 2025 and 1.1 in 2026;

AND THAT the Vacant Land and Excess Land Discounts be eliminated as of 2024.

8. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #8
Digital Modernization Project Update

A report from the Manager of Corporate Finance, Treasurer, dated August 24, 2023, to update Council on the progress of the Finance and Human Resources information system digital modernization project.

Recommendation:

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the digital modernization project update, be received.

9. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #9
Annual Cost of Living Adjustment

A report from the Manager of Corporate Finance, Treasurer, dated August 24, 2023, to recommend the non-union annual cost of living adjustment for 2024.

Recommendation:

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the annual cost of living adjustment, be received;

AND THAT the non-union cost-of-living adjustment for 2024 be set at 4% with an effective date of April 1, 2024.

CORRESPONDENCE

10. GENERAL GOVERNMENT SERVICES – August 24, 2023 – ITEM #10
Town of Caledon

Correspondence from the Town of Caledon, dated August 2, 2023, to advise of the transfer of Part III Provincial Offences Act prosecutions by the Province.

NOTICE OF MOTIONS

Next Meeting

Thursday, September 28, 2023

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



Headwaters
Communities
in Action

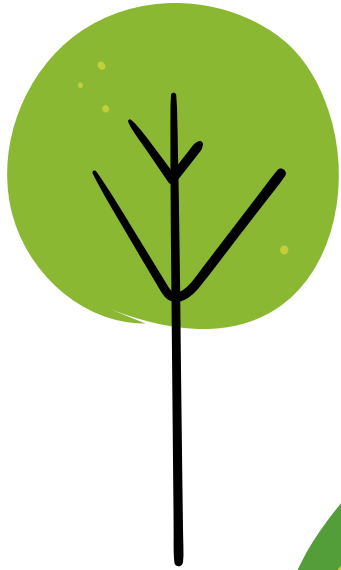
Making Life Better Together

**HCIA - Dufferin County Partnership Agreement
2023 Mid-year Status Report to General Government
Services**

Jennifer Payne Executive Director
January - June 2023

Our Vision

“Engaged citizens shaping a vibrant, sustainable and resilient community together.”



Headwaters
**Communities
in Action**

Making Life Better Together

Our Values

Community
Well-being

We believe in the foundations of a healthy community and the Canadian Index of Well-being

Engagement

We create opportunities for people to shape their communities

Inclusiveness

We welcome diversity and take a holistic view of community

Collaboration

We believe that we achieve more together

Innovation

We foster creative solutions for shared priorities

Accountability

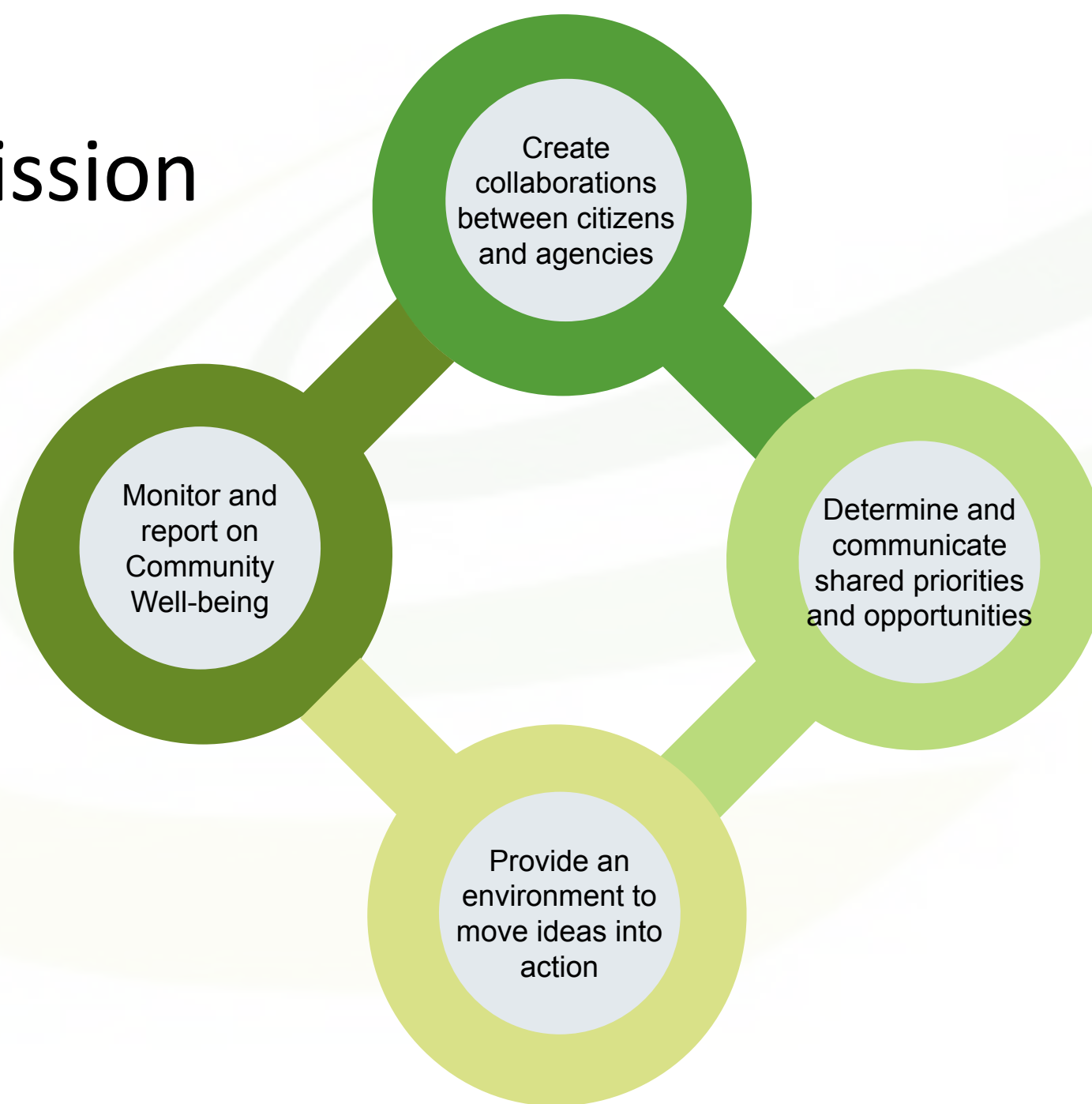
We take responsibility for our actions, outcomes and impact



Headwaters
**Communities
in Action**

Making Life Better Together

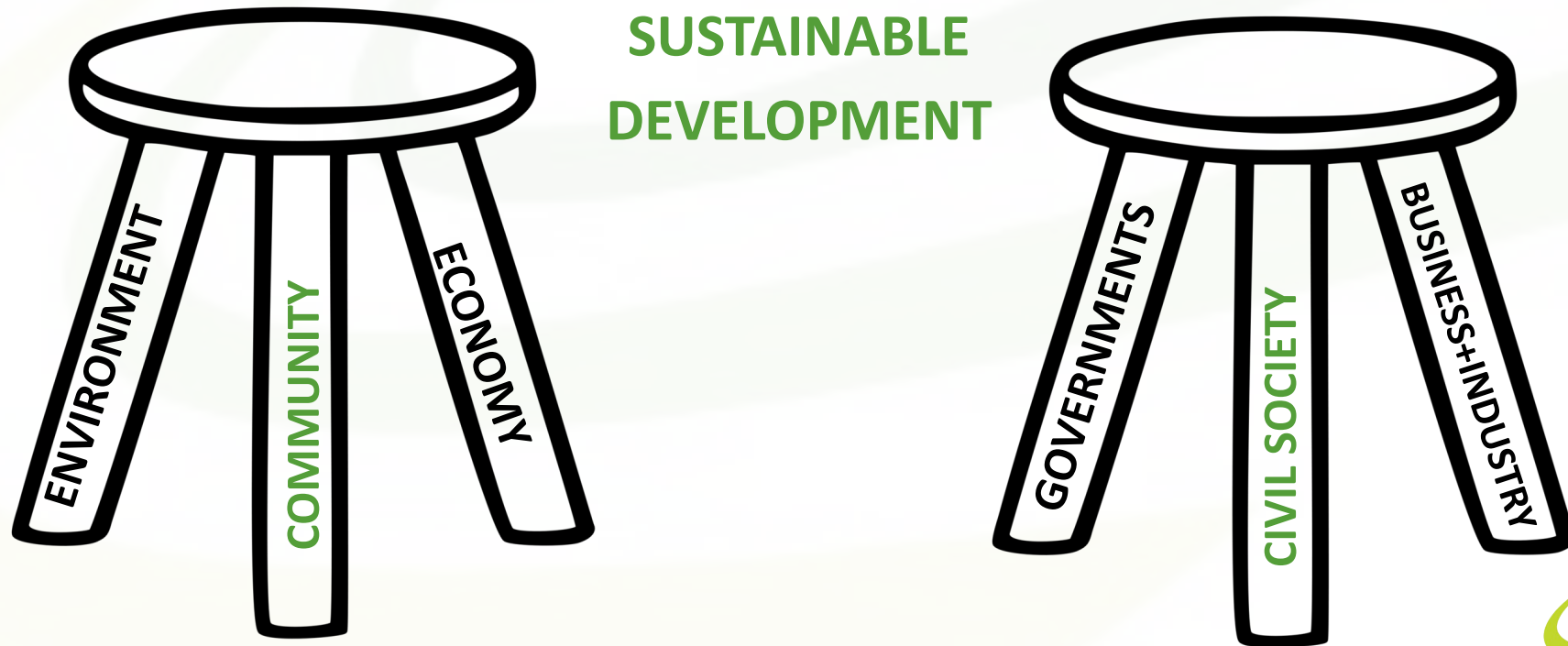
Our Mission



Headwaters
**Communities
in Action**

Making Life Better Together

What (and who) makes a vibrant, sustainable, resilient community?



We're all in this together



Headwaters
Communities
in Action

Making Life Better Together



**Elizabeth
Hawkins
Chair**



**Trish
Keachie
Vice Chair**



**Jennifer
Hamilton
Secretary**



**Jeff
Sedgwick
Treasurer**



**Gord
Gallagher
Past Chair**



HCIA Leadership Council

Errol Chambers



Philip Rentsch



Christine Walker



Neetu Dane





**Jennifer
Payne
Executive Director
HCIA**



**Elaine
Capes
DC MOVES
DC Equity
Collaborative**



**Betty Harmathy
Community
Connector Lead
(interim)**



**Sheralyn
Roman
Volunteer Dufferin**



**Siobhan
Bonisteel
DCEC
Partners With
Lived Experience**



HCIA Admin and Project Team Leads

**Volunteer project leads: Bob Megens and Marci Lipman, HFFA Co-Chairs
Johnny Yeaman, Team Van Go (Trails)**

Our Partnership

- Since January 2018
- Current agreement term January 2021 to December 2023, with annual reviews and semi-annual reports
- Work supports the County's strategic priorities and community priorities
- Increasingly collaborative relationship



Intersections

2020-2023

2023-2026

- Community Assets
- Healthy People
- Dynamic Economy
- Sustainable Environment
- Vibrant Culture
- Engaged Citizens

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

- **Climate & Environment**
- **Community**
- **Economy**
- **Governance**
- **Equity**



Headwaters
**Communities
in Action**

Making Life Better Together



Supported Projects



Dufferin County Grants

Supporting agencies, programs and projects that do good for the residents of Dufferin.

Community Safety & Well-being

Measuring, identifying priorities and facilitating collaborative solutions to increase well-being in Dufferin.



Headwaters
**Communities
in Action**

Making Life Better Together



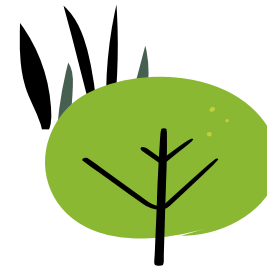
Volunteer Dufferin

Matching volunteers with a broad range of opportunities through a robust web-based platform, regular communications and member outreach.



Headwaters Food & Farming Alliance

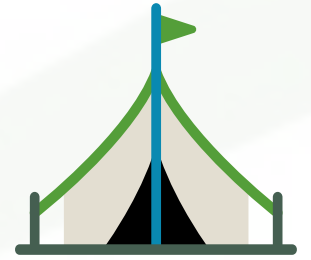
for food. for farming.
for our future.



Headwaters Communities In Action

Providing backbone support for groups that are taking action in service to community well-being and making life better...together.

Other Collaborative Work with the County



DC MOVES and Dufferin County Equity Collaborative (DCEC), including Partners With Lived Experience Project (PWLE)



DC Community Safety and Well-being (CSWB) Integration Table



Communications, project development and grant application support with Development and Tourism, Climate Action in Dufferin, Strategic Plan, MCR and Official Plan consultations





170 Member
Organizations
↑ 10%



2,560
Volunteers
↑ 4.5%



3,453 Website
Visitors (6mo)
↑ 3%

Matching volunteers with a broad range of opportunities through a robust web-based platform, regular communications and member outreach.



Mid-year 2023 REPORT



- ✓ Launched “Boardward Bound” initiative: core program design group of 8 represents 18-29; 55+ and NFP boards
- ✓ Secured funding to refresh systems and processes to better support engagement
- ✓ Local media coverage: newspaper articles and Discover Dufferin-Caledon episode taped for Rogers TV
- ✓ Nonprofit Appreciation Week Feb 13-19 + National Volunteer Week April 16-22, 2023: Proclamations + photo op
- ✓ Working with IPM 2023 and Dufferin Farm Tour to support volunteer recruitment efforts
- ✓ Member outreach, social media, email campaigns and attendance at events: jobs fair, Caregivers in the Hills, UGDSB Community Fair
- ✓ Memberships/connections with Volunteer Canada Centreville group, Ontario Volunteer Centre Network and Volunteer MBC offer valuable peer networking, information sharing, advocacy and generate new ideas to better serve Dufferin volunteers and agencies.



headwaters food
& farming alliance

HFFA Mid-year 2023 REPORT

The Headwaters Food and Farming Alliance (HFFA) envisions a food system that is productive, sustainable, transparent, and fair; supports the health and well-being of our residents and food providers; and contributes to the prosperous and equitable economy.

- ✓ Headwaters Farm Fresh Guide 2023, with In The Hills Magazine
45K copies in magazine + 5K overrun of guide, plus online directory
- ✓ Hub meetings attended by Sara Wicks, Cody Joudry and Philip Rentsch. Consulted with land-owners seeking regenerative farmers, volunteers interested in food rescue and more
- ✓ Winter dinner series (3 local dinners) + 1 summer social
- ✓ Collaborated on Agriculture Roundtable on inflation
- ✓ Co-Chairing DCEC Health Equity subcommittee working on food insecurity/access
- ✓ **NEXT MEETING of the HFFA HUB is on Monday October 2, 2023 10am to noon**
All welcome!

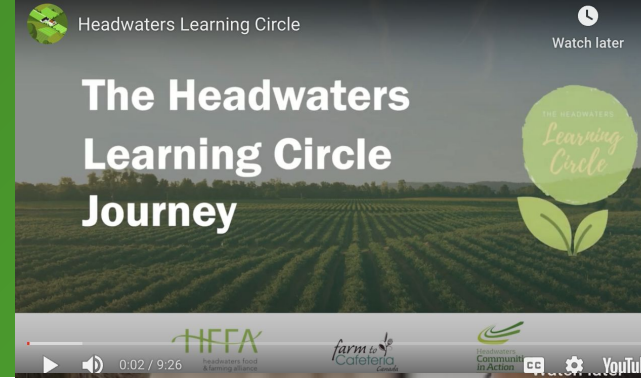




headwaters food
& farming alliance

HFFFA Farm to School Highlights

- ✓ Learning Circle 18-month Journey video published
- ✓ You're The Chef programming
- ✓ Education workshops with 3 farmers
- ✓ 1,230 apples delivered for Great Big Crunch
- ✓ School gardens + community garden partnership with UGDSB
- ✓ Grow towers, water totes, VegTrugs supported
- ✓ Arranged discount for schools at local garden centre
- ✓ Strengthened relationships with community partners
- ✓ Promoted new provincial STEM curriculum on food literacy



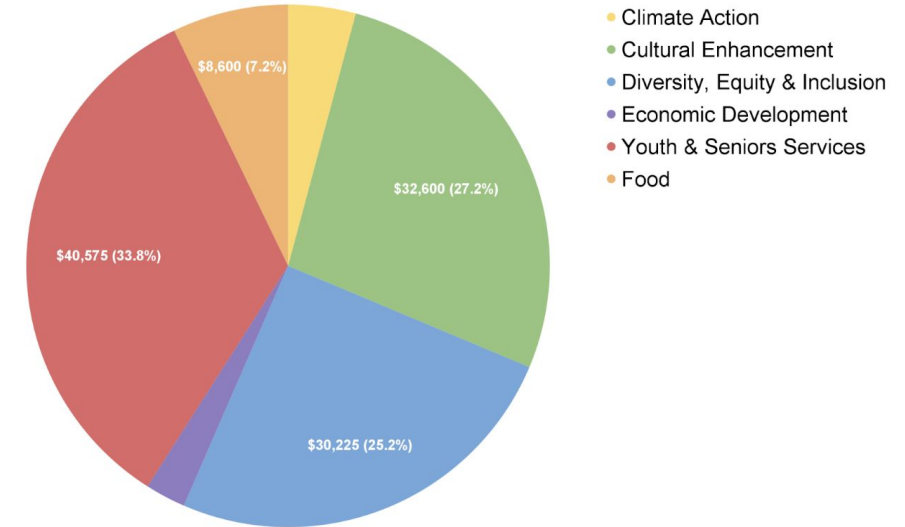


Community Grants Program 2023 Report

\$120,000 in grants recommended to **31** local organizations supporting Dufferin residents through:

- ✓ Youth & Seniors Services
 - ✓ Cultural Enhancement
 - ✓ Diversity, Equity & Inclusion
 - ✓ Food
- ...and more

- Webinar with past applicants gathered feedback and suggestions
- Observed need for sustainability funding
- Impact stories to be collected and shared on HCIA website in fall
- Next round will launch in Nov/Dec





Headwaters
**Communities
in Action**

Making Life Better Together

HCIA Mid-year 2023 REPORT



Dufferin
county

Dufferin County

**Community Safety
and Well-Being Plan
(2021 - 2024)**

April 2021

- ✓ Backbone/shared platform role: project management; fundraising; strategy & finance; marketing & communications; engagement & outreach; capacity building
- ✓ Strategic planning process in final stages: Theory of Change, Playbook and Action Framework
- ✓ Ad hoc requests, collaborative tables and emerging priorities, e.g. Community Safety and Well-Being; Dufferin Tourism Trails; Economic and Community Development; engaging as stakeholders in others' strategic planning and consultations
- ✓ County funds leveraged into additional funding successes (~\$4:1): Ontario Trillium Foundation, New Horizons for Seniors, United Way GWD, fundraising events, new donors and sponsorships
- ✓ **We're recruiting for our Leadership Council!** Currently prioritizing **underrepresented community voices** and **financial /treasurer competency**.

Next steps for 2023



Headwaters
**Communities
in Action**

Making Life Better Together

- **Volunteer Dufferin**
 - Consult with members for volunteer portal updates/revamp
 - Continue Boardward Bound initiative and develop program details with core group
 - Back-to-school promotion for student community involvement hours
 - Pro bono Community Consulting Project with Ivey School of Business
- **HFFA:** Ag Roundtables, presence at IPM, Dufferin Farm Tour and Fall Fairs, Farm to School's Big Fresh Goal and Community Connectors, Food Access Subcommittee.
- **Dufferin County Community Grants** 2023 recipient stories will be shared in fall. 2024 round expected to launch in Nov/Dec. **Share the great work your program is supporting!**
- **HCIA**
 - Internal: Strategic Planning including Theory of Change, Playbook and Action Framework to be completed in Sep/Oct. Marketing + Communications strategy and plans
 - Data gathering and community engagement for 2024 CSWB Plan this fall- **watch for requests for your municipality to participate**
 - Explore opportunities for HCIA-Dufferin County Partnership Agreement renewal for Council's consideration





Thank you



Questions?

jennifer@headwaterscommunities.org
headwaterscommunities.org | hcia.ca

volunteerdufferin.ca
headwatersfoodandfarming.ca | hffa.ca
headwatersfarmfresh.ca
hffa.ca/farmentoschool
dcmoves.org
dcec.ca





ACCESS DUFFERIN COMMITTEE MINUTES

Wednesday, June 21, 2023 at 7:00 p.m.

The Committee met at 7:00 p.m. at the Edelbrock Centre, Edelbrock Room, 30 Centre St, Orangeville.

Members Present: Sean Johnson
Trevor Lewis
David Vahey

Staff Present: Rebecca Whelan, Deputy Clerk
Kareem Sookdeo, Diversity, Equity and Inclusion
Coordinator

The Diversity, Equity and Inclusion Coordinator called the meeting to order at 7:00 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

The Diversity, Equity and Inclusion Coordinator shared the Land Acknowledgement Statement.

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

REPORTS

1. ACCESS DUFFERIN – June 21, 2023 – ITEM #1
County Services vs Local Services

Rebecca Whelan, Deputy Clerk, provided a brief overview of the services provided at the County level and services provided through the local municipalities.

2. ACCESS DUFFERIN – June 21, 2023 – ITEM #2
Overview of People & Equity Department

Kareema Sookdeo, Diversity, Equity and Inclusion Coordinator, provided an overview of the People & Equity Department at the County of Dufferin. The People & Equity Department includes the following functions:

- health and safety,
- human resources,
- organizational learning and development, and
- diversity, equity, and inclusion.

3. ACCESS DUFFERIN – June 21, 2023 – ITEM #3
Terms of Reference

The Committee reviewed the current draft Terms of Reference. No changes were recommended by the Committee.

OTHER BUSINESS

The Committee selected Sean Johnson as Chair.

David Vahey noted the Federal government currently has project funding available and he would like to see the Committee champion funding under the Youth Innovation Component of the Enabling Accessibility Fund. The Deputy Clerk suggested that the information be shared on the County's social media platforms.

The following projects will be presented to the Committee for their feedback over the next few months:

- Dufferin County Forest and Rail Trail
- Municipal Comprehensive Review – Phase II (Maps & Schedules) and Phase III (Policy Review)
 - Information on upcoming public information sessions will be circulated to the Committee
- Dufferin County website

It was also suggested that all County departments could provide an overview of their functions to the Committee.

The Committee inquired if the accessible parking spaces at the Edelbrock Centre were designed to code. It was noted that the pavement markings are faded and that there are

no signposts. Staff will follow up with Facilities and an update will be provided at the next meeting.

ADJOURNMENT

The meeting adjourned at 7:48 p.m.

NEXT MEETING: Wednesday, July 19, 2023
Edelbrock Centre, 30 Centre Street, Orangeville ON

Respectfully submitted,

.....
Kareem Sookdeo, Diversity, Equity and Inclusion Coordinator



ACCESS DUFFERIN COMMITTEE MINUTES

Wednesday, July 19, 2023 at 7:00 p.m.

The Committee met at 7:00 p.m. at the Edelbrock Centre, Edelbrock Room, 30 Centre St, Orangeville.

Members Present: Sean Johnson (Chair)
Trevor Lewis
David Vahey

Staff Present: Scott Martin, Operations Manager
Caroline Mach, Forest Manager
Kareem Sookdeo, Diversity, Equity and Inclusion
Coordinator
Michelle Hargrave, Administrative Support Specialist

The meeting was called to order at 7:02 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

The Diversity, Equity and Inclusion Coordinator shared the Land Acknowledgement Statement.

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

REPORTS

1. ACCESS DUFFERIN – July 19, 2023 – ITEM #1
Dufferin Rail Trail

Scott Martin, Operations Manager, provided a verbal report on the plan for the resurfacing of the Dufferin Rail Trail. The Rail Trail will be resurfaced from Orangeville to south of Dundalk. Locally sourced gravel screenings will be used for the resurfacing, as they have a high fracture rate and will pack into a relatively hard

and stable surface. The screenings will be approximately 6 inches thick spanning the full width of the trail. It will be packed down using a packer. It was noted that it will be accessible for wheelchairs and mobility scooters. The trail is relatively level and has minimal slope change.

A section from Highway 89 northwards to 4th line in Melancthon was resurfaced last year. The gravel screenings have held up well and stayed well packed.

New signage will be installed along the Rail Trail. Dufferin County will work with Grey County to ensure the different County signs complement each other.

2. ACCESS DUFFERIN – July 19, 2023 – ITEM #2
Edelbrock Parking Lot Update

Michelle Hargrave provided an update from the Facilities Manager regarding the plans for the Edelbrock Centre and other County parking lots.

A tender closed July 13, 2023 that includes several levels of parking lot work, including assessment of the number, location, marking, etc. of accessible parking spaces. The original project included 43 Bythia Street and 40 Lawrence Avenue in Orangeville, 207 William Street and 227 William Street in Shelburne, Dufferin Oaks Long Term Care Home and the Mel Lloyd Centre. Triton Engineering is the Consulting firm that has developed the scope of work and will be assisting with the accessibility review of the following additional parking lots, 54 Lawrence Avenue and 30 Centre Street in Orangeville and the Museum of Dufferin.

Parking lot rehabilitation work is expected to commence in early August.

OTHER BUSINESS

The Committee discussed the concern regarding the use of e-scooters in public areas. David noted the AODA Alliance and numerous other organizations have requested the City of Toronto to uphold its ban on riding electric scooters in public. The Committee noted e-scooters are very quiet, presenting a risk for visually impaired people. E-scooters are also able to travel at a high rate of speed, increasing the risk of collisions between the scooters and vulnerable people with disabilities or seniors who cannot move as quickly to avoid them.

To date, none of the Dufferin County municipalities have passed a by-law restricting the use of e-scooters.

ADJOURNMENT

The meeting adjourned at 7:33 p.m.

NEXT MEETING: Wednesday, August 16, 2023
Edelbrock Centre, 30 Centre Street, Orangeville ON

Respectfully submitted,

.....
Sean Johnson, Chair



ACCESS DUFFERIN COMMITTEE MINUTES

Wednesday, August 16, 2023 at 7:00 p.m.

The Committee met at 7:00 p.m. at the Edelbrock Centre, Edelbrock Room, 30 Centre St, Orangeville.

Members Present: Sean Johnson (Chair)
Trevor Lewis
David Vahey

Staff Present: Caroline Mach, Forest Manager
Rebecca Whelan, Deputy Clerk
Cody Joudry, Director of Development and Tourism

The meeting was called to order at 7:07 p.m.

LAND ACKNOWLEDGEMENT STATEMENT

The Deputy Clerk read the Land Acknowledgement Statement.

DECLARATIONS OF PECUNIARY INTEREST

There were no declarations of pecuniary interest.

REPORTS

1. ACCESS DUFFERIN – August 16, 2023 – ITEM #1
Dufferin County Forest & Rail Trail Overview

Caroline Mach, County Forest Manager, provided an overview of the Dufferin County Forest and Dufferin Rail Trail. The County Forest consists of 2,636 acres of forested area owned and managed by the County. It consists of 14 tracts with the majority located in the northeast corner of the County. Recreational use, such as hiking, cycling, horseback riding, snowmobiling, and hunting, is permitted as outlined in the Recreational Use Policy and By-law.

The Dufferin Rail Trail runs 38 km from Orangeville to Dundalk. Recreational use is permitted, including the use of ATVs, off-road motorcycles, and snowmobiles. The Rail Trail is currently being resurfaced.

The Committee discussed ways to make the County Forest and Rail Trail more accessible and inclusive for use by all groups. They asked if a section of the trail could be marked as wheelchair accessible. The Forest Manager suggested that the Hockley Tract would be the best location for this, as the trails are flat.

The Committee discussed the benefits of developing an accessibility rating system for trails, such as a star rating for slope or terrain. AccessNow is a crowdsourcing app which allows individuals to provide reviews about the accessibility of locations, including outdoor parks and trails. It may be possible to share information about the County Forest and Rail Trail using the app.

It was also suggested that Magnus Cards or something similar might be a good way to invite people with autism to use the County Forest and Rail Trail and make it more welcoming. Magnus cards break down the steps and share what to expect in advance so that there are fewer unknowns.

OTHER BUSINESS

Cody Joudry, Director of Development and Tourism, shared the new tourism branding logo with the Committee for their feedback. The branding will be used for tourism marketing and promotion including on the website, in the Explore Dufferin Guide, and on County boundary signs. The design was based on feedback from a survey asking what colours the public feel represent the County and what activities are top visitor experiences. The version presented has a dark blue background but there will also be a version with a white background as well.

The Committee provided the following feedback:

- Design is too busy from a sensory perspective
 - Hard to focus on and distinguish the fact that the icons form a "D"
- Colours should be limited to two or three
- Adding an outline to the "D" would help to define it and keep the icons fenced in
- The "D" is not a centred image and does not match with the wording "naturally centred"
- Not enough contrast between the background colour and the colour of the words "naturally centred"
- Font size is good and "Dufferin" is fine in upper case
- Would like to see "naturally centred" in lower case

- Background appears black and was hard to distinguish it as dark blue
- The font is stylized and modern

Overall, the Committee would like the design to be simplified.

ADJOURNMENT

The meeting adjourned at 8:15 p.m.

NEXT MEETING: Wednesday, September 20, 2023
Edelbrock Centre, 30 Centre Street, Orangeville ON

Respectfully submitted,

.....
Sean Johnson, Chair



A community that grows together

Report To: Chair Creelman and Members of the General Government
Services Committee

Meeting Date: August 24, 2023

**Subject: Diversity Equity Inclusion Community Advisory Committee
Updates: Recommended Appointments and Selection Process**

From: Rohan Thompson, Director of People and Equity

Recommendation

THAT the report of the Director People & Equity titled Diversity Equity Inclusion Community Advisory Committee Updates: Recommended Appointments & Selection Process, dated August 24, 2023, be received;

AND THAT the names being put forward for appointment to the Diversity Equity Inclusion Community Advisory Committee be approved.

Executive Summary

This report will provide Council with an update about the recommended appointments of community applicants that applied to be members of the Diversity Equity Inclusion Community Advisory Committee (DEICAC).

Background & Discussion

Each term of Council, there is an effort to recruit, screen, select and appointment public members to sit on the County of Dufferin's Advisory Committees. The advisory committees are:

- Diversity, Equity & Inclusion Community Advisory Committee
- Dufferin Outdoor Recreational Advisory Team
- Access Dufferin Accessibility Committee

The DEICAC Selection Committee conducted two rounds of screening and selection for participation as members of the DEICAC. In the first round of recruitment, in the GGS Committee report dated March 23, 2023, four committee member names were brought forward for appointment. All four were approved. The DEICAC Selection Committee conducted another round of screening and selection of committee candidates over the summer. The Selection Committee would like to bring another two names forward for appointment to the DEICAC.

The recommendation is that the following two people be approved for appointment to the DEICAC:

- Patti Thomas
- Sharon Cadeau

Interviews were conducted by the DEICAC Interview Selection Committee, comprised of the three council members and two of the four returning DEICAC members. The Interview Selection Committee reviewed the DEICAC applications to determine which interested applicants will be invited to interview as per the DEICAC Terms of Reference. A smaller group comprised of one DEICAC Council member and two of the four returning DEICAC committee members then interviewed the applicants to determine who would be nominated to sit as participants on the DEICAC.

This approach follows the DEICAC Terms of Reference and embeds elements of equity into the process.

Financial, Staffing, Legal, or IT Considerations

None.

In Support of Strategic Plan Priorities and Objectives

Governance - identify opportunities to improve governance and service delivery/
improve the County's internal and external communication

Equity – align programs, services and infrastructure with changing community needs

Respectfully Submitted By:

Rohan Thompson
Director of People & Equity

Reviewed by: Sonya Pritchard, Chief Administrative Officer



A community that grows together

Report To: Chair Creelman and Members of the General Government
Services Committee

Meeting Date: August 24, 2023

Subject: County of Dufferin Equity Strategy Update

From: Rohan Thompson, Director of People & Equity

Recommendation

THAT the report of the Director People & Equity, titled County of Dufferin Equity Strategy Update, dated August 24, 2023, be received.

Executive Summary

This report will provide an update on the Equity Strategy including details on the process taken to develop the Draft County of Dufferin Equity Strategy, a brief review of the Equity Audit Findings which inform the strategy, information about the consultant and next steps to begin implementation. The County of Dufferin Equity Strategy will align with the County of Dufferin Strategic Plan, in particular the priority area of Equity and with applying an equity lens to the development, review and implementation of all County of Dufferin policies, programs, initiatives and procedures.

Background & Discussion

In the Workforce Planning report from January 27, 2022, it indicated that as part of the County's commitment to creating a more equitable, inclusive and discrimination free workplace, it would be conducting an Employment Systems Review, Staff Census and an organization culture assessment. Taking an intentional comprehensive review of key human resource policies and practices, having a solid understanding of our staff composition and how our staff are experiencing our organization and by reviewing this information through and equity lens, will help us develop an informed plan and approach to dismantling systemic barriers at Dufferin County.

To support our development of a targeted equity strategy that will address the specific issues and concerns at the County, we retained the services of equity consultancy Feminuity to conduct an Employment Systems Review and Equity Audit. The Audit was conducted in the Fall of 2022 and included key informant interviews, an organization-wide survey, and a review of the County's written policies.

Feminuity compiled a Findings Report and Supplemental and Targeted Review Report (released in February 2023). These reports detail equity concerns identified within the County. The findings indicated that staff from marginalized groups – namely racialized women, Black and Indigenous people, people living with accessibility needs, and LGBTQ people – were having disproportionately negative experiences at the County.

Some concerns identified by the Audit include but not limited to:

- Underrepresentation of Black people and racialized women in positions of leadership;
- Feelings of exclusion and lack of support for staff from marginalized communities;
- Poor work/life balance and feelings of burnout and job dissatisfaction; and
- Failure to prioritize retention and equitable promotion and advancement.

Beginning in the Spring of 2023, the County of Dufferin undertook a strategic development and assessment process to collaboratively develop an Equity Strategic Plan. In collaboration with Feminuity, the County of Dufferin developed a committee of 20 County of Dufferin staff who represented all County of Dufferin departments. The committee utilized a design thinking process to develop the Draft Equity Strategy.

The Draft Equity Strategy is a 4-year plan that focuses on developing responsive solutions to current systemic challenges, workplace experiences and emerging opportunities identified by an Equity Assessment completed in November 2022. The draft Equity Strategic Plan was developed in partnership with the Equity Strategic Plan Working Team. Their insights, creativity and partnership helped ensure that the goals, solutions and tactics are focused and meaningful.

The priority areas and goals/objectives of each priority area of the draft equity strategy are listed below:

Priority Area 1: Increase feelings of trust, belonging, and wellness at Dufferin County, specifically among Black people, racialized women, LGBTQ+ people, Dufferin Oaks team members, and those with accessibility needs.

1.1 Complete a review of HR policies and support programs to ensure they meet the needs of communities experiencing marginalization in the County.

1.2 Create safer community spaces and supports that enable everyone to share opinions and concerns.

1.3 Create clear guidelines and expectations for management relating to inclusive leadership, recognition, and psychological safety.

1.4 Establish a wellness-focused organizational culture that prioritizes individuals' physical, emotional, and mental well-being

1.5 Create a focused Equity plan for Dufferin Oaks

1.6 Create anti-racism plans based off of Equity Audit Findings report

Priority Area 2: Stronger succession and recruitment pipelines to ensure groups experiencing marginalization have equitable access to career growth and management positions.

2.1 Establish a clear and defined recruitment and hiring framework that ensures diversity, equity, and inclusion are central considerations throughout the process.

2.2 Cultivate a recruitment pipeline that reflects the diversity in the County.

2.3 Establish EDI as a priority within the design of the performance management appraisal system and growth conversations at the County

Next Steps

The Draft Equity Strategy document is undergoing a final review and will be presented to County Council in September along with information about the communications roll out.

The Consultants: Feminuity

The County retained the services of Feminuity to support us through this process. Feminuity has supported organizations to embed diversity, equity, and inclusion (DEI) into the core of their business. Feminuity is guided by the knowledge that organizations that embed DEI into the core of what they do are more innovative, profitable, and sustainable.

Feminuity uses an intersectional approach and intersectionality is at the core of they do. They recognize the enduring effects of colonization and they go beyond traditional standards. By taking a decolonized, intersectional approach, they integrate multicultural, non-Western, non-dominant, and Indigenous perspectives into the work. This methodology helps us better consider those at the margins, ask transformative questions, and reimagine business as usual.

Financial, Staffing, Legal, or IT Considerations

The implementation of the Equity Strategic Plan is contingent on the development of a four-year budget, the appropriate staffing, and the development of an Equity Advisory Team. The budget of the Equity strategy plan should reflect the priority tactics being implemented each year. The budget can be distributed based on the impacted department or consolidated into one shared budget. Areas of focus might include external recruitment, HR and consulting support, learning and development, external partnerships, ongoing monitoring and evaluation, and assistive technology.

The budget requests will be identified in the 2024 budget development process.

In Support of Strategic Plan Priorities and Objectives

Governance - identify opportunities to improve governance and service delivery/
improve the County's internal and external communication

Equity –ensure the County is an inclusive, equitable, and supportive Employer of Choice

Respectfully Submitted By:

Rohan Thompson
Director of People & Equity

Reviewed by: Sonya Pritchard, Chief Administrative Officer



A community that grows together

Report To: Chair Creelman and Members of the General Government
Services Committee

Meeting Date: August 24, 2033

Subject: Anti-Racism and Intersectional Oppression Training Program

From: Rohan Thompson- Director of People and Equity

Recommendation

THAT the report of the Director People & Equity, titled Anti-Racism and Intersectional Oppression Training Program, dated August 24, 2023, be received;

AND THAT County Council approve a single source expenditure of \$200,000 for the development and delivery of a 10 module Anti-Racism and Intersectional Oppression Training program with Stephanie Nixon and Associates Inc.;

AND THAT the cost of the one-time development of the program be funded as follows: \$50,000 from the current year corporate training budget and \$150,000 from the Rate Stabilization Reserve.

Executive Summary

In recent years, the County of Dufferin has engaged in activities, initiatives, and capacity development/training opportunities to fulfil the goal of becoming a more equitable organization, to address issues of inequity and marginalization and to become an employer of choice. This report will outline a capacity building/training program focused on the topics of intersectional oppression, anti-colonization, and anti-racism, as well as how these factors practically impact the organization, and opportunities for addressing these issues. The training will be mandatory for all staff in leadership/management roles and the People & Equity department. It will subsequently be made available to the entire organization. Continuing to build on previous equity related learning opportunities is vital for the County to achieve its equity goals and is responsive to what

staff have indicated they feel is needed to help facilitate an equity themed organizational change process.

Background & Discussion

The County of Dufferin has committed to becoming a more equitable organization and is taking a systemic approach to achieve this goal. The County has approached this goal by ensuring adequate resources and staff availability, imbedding equity into the strategic plan and documents, and by building the capacity of all County of Dufferin staff, to ensure they understand equity broadly and can begin to apply an equity lens to the roles they play in the organization every day.

Most recently, the County's strategic plan identifies equity as being a priority area for the organization, with the goal of becoming an employer of choice, by removing barriers that will help to reduce marginalization and inequities in the organization. The County strategic plan also commits to the application of an equity lens to all major projects and initiatives that the county embarks on. The strategic plan identifies some of specific actions required to achieve our equity goals:

- Support staff well-being, development, and engagement
- Implement recommendations from the County's Equity Audit and develop and implement an Equity Strategy to foster an equitable corporate culture
- Increase feelings of trust, belonging and wellness at Dufferin County, specifically among Black people, LGTBQ+ people, Dufferin Oaks team members, and those with accessibility needs
- Complete a total compensation review
- Connect individual performance plans to team/department and corporate goals

In both the Equity Audit Findings Report and the draft Equity Strategy, equity training, professional development and capacity building have been identified as key actions that need to be taken to ensure that all staff are equipped with the knowledge, skills and abilities required.

The Equity Audit Findings state:

- People desire more education around DEI, especially elevating everyone's understanding regarding a range of backgrounds, lived experiences, communities, and cultures related to their job and day-to-day tasks.
- Team members are keen for the County of Dufferin to commit to addressing racial injustice through programming, policy, and having braver and more open conversations about racial injustice, racism, and race.

- Team members want to open up the discussion on harmful language and behaviours that contribute to racial exclusion and inequities that team members may not be aware of or may be contributing to uncritically. In addition, they want more intentional and regular forums, spaces, and opportunities to focus on racial inclusion year-round.
- A lack of cultural competence and awareness underpinned many of the experiences of staff. In addition, limited opportunities for further training and education have created gaps in knowledge amongst team members at all levels.

The draft Equity Strategy identifies one of 4 main priority areas is to “Empower individual accountability for EDI (Equity, Diversity & Inclusion) change through learning and community dialogue.” Some of the actions that will be taken to address this priority area are:

- Create a foundational understanding and awareness of EDI efforts and progress at Dufferin County.
- Build capacity for understanding, supporting, and respecting difference at Dufferin County.
- Create targeted EDI learning outcomes and competencies for each business function at Dufferin County.

To date introductory equity training has been conducted for all staff and County Council. We have engaged content area experts to cover a range of equity topics. The most extensive training was provided by Anne Marie Shrouder International (ASI), an equity consulting firm. ASI provided modular training including an Inclusive Leadership Program (ILP). The training covered:

- Identity
- Unconsciousness Bias
- Power & Privilege
- Understanding Race and Systemic Discrimination
- Allyship
- Leadership

It is important that the County continue to provide comprehensive, equity, anti-oppression, anti-racism, and anti-Indigenous training for all County staff, in particular for all County leadership. To achieve this, staff are working with a group of academics (who the County has worked with in the past, including training for County Council) to provide a customized, 10 module Anti-Racism and Intersectional Oppression Training Program

(an overview is attached). The program is intended to be mandatory for all County leadership and all staff from the People & Equity department.

This initiative is designed to enable the County of Dufferin to build capacity to recruit and retain diverse staff and serve an increasingly diverse constituency for tomorrow and beyond. These objectives are in alignment with and required to meet with the priorities and initiatives identified in the 2023-2026 Strategic Plan adopted by Council in June.

The key objectives of the training program are:

- Offer practical training in a virtual format that operationalizes the key actions from the equity audit and implement and support the equity strategic plan
- Build the capacity of the leadership at Dufferin County to understand and apply the concepts and frameworks of intersectional oppression, anti-colonization, and anti-racism
- Build the capacity of the leadership in the organization to practically apply these concepts and frameworks to transform the policies, practices, and programs of the organization
- Evaluate the training for evidence of impact and knowledge enhancement

Financial, Staffing, Legal, or IT Considerations

The total length of the contract for this proposed capacity building/training program is 18 months. The total cost of the contract is \$200,000 plus HST.

A single source contract is proposed which requires Council approval in accordance with the Procurement By-law. The reason for recommending this approach is this training includes components based on specific proprietary research from all three facilitators and contains a specific branded framework that was developed by Dr. Nixon (the Coin Model of Privilege and Critical Allyship). This is also a continuation and extension of training services previously provided to members of Council and staff.

To cover the cost of this training program, \$50,000 plus HST can be available from the corporate training portion of the 2023 operating budget. Given the one-time nature of this expense, it is recommended that the remaining \$150,000 be covered from the Rate Stabilization Reserve.

In Support of Strategic Plan Priorities and Objectives

Governance - identify opportunities to improve governance and service delivery/
improve the County's internal and external communication

Equity – align programs, services and infrastructure with changing community needs/
ensure the County is an inclusive, equitable, and supportive Employer of Choice

Respectfully Submitted By:

Rohan Thompson
Director of People and Equity

Attachments: Overview of the Anti-Racism and Intersectional Oppression Training
Program

Reviewed by: Sonya Pritchard, Chief Administrative Officer

Overview of the Anti-Racism and Intersectional Oppression Training Program

Overall Goal

This initiative is designed to enable the County of Dufferin to build its capacity to recruit and retain diverse staff and serve its increasingly diverse constituency for tomorrow and beyond.

The capacity building/training opportunity aims to embed and model anti-colonial approaches that centre relationality and a culture of care. The training program will focus on building new habits of mind, as much as building new knowledge. The facilitators connect new learning/unlearning directly to practical application to both understand and implement new learnings throughout the series.

Training Objectives

The objectives of the training program are;

- Offer practical training in a virtual format that operationalizes the key actions from the equity audit and implement and support the equity strategic plan.
- Build the capacity of the leadership at Dufferin County to understand and apply the concepts and frameworks of intersectional oppression, anti-colonization, and anti-racism.
- Build the capacity of the leadership in the organization to practically apply these concepts and frameworks to transform the policies, practices, and programs of the organization.
- Evaluate the training for evidence of impact and knowledge enhancement.

Key Deliverables

Key deliverables of the proposed capacity building program are:

- Theory of Change
- Tailored Scaffolded Curriculum with 10 modules organized into 5 pairs (with a part A and B for each pair)
 - Part A: Conceptual learning: a workshop to nurture new learning and unlearning about intersectional oppression, anti-colonization, and anti-racism (*will be made available to all staff within the organization*)

- Part B: Practice-based learning: a workshop to apply the conceptual learning in Part A by working through relevant case examples and coaching around specific issues that Dufferin County leaders are facing (e.g., rework a hiring policy) *(available to and tailored for the leadership staff and the People & Equity Department)*
- Direct coaching upon request between sessions *(available to members of the leadership team)*
- Evaluation framework
- Evaluation Summary report
- Implementation plan of evaluation results

Materials and resources to be left with the County of Dufferin

- Theory of change model – which will inform the curriculum mentioned above.
- Resources related to the sessions:
 - Open-access resources related to the Coin Model
 - Worksheets to guide participants in learning sessions
 - PDF of power point slides used in learning sessions
 - Resources related to Indigenous teachings
 - Recordings of the learning sessions (Part A)
 - Cases from the applied sessions
 - All evaluation materials collected along the way.

Timing

The anticipated start date of the capacity building/training program would begin in Feb/March 2024. The completion date and frequency of the training sessions will have to be determined collaboratively with the consultants and the County staff.

Consultant Biographies

Dr. Ciann L. Wilson is an Associate Professor at Wilfrid Laurier University. Dr. Wilson has extensive experience in consulting, advocacy and community development related to Black and Indigenous health promotion and brings considerable expertise in developing intersectional, anti-racist evaluation frameworks. Dr. Wilson's interdisciplinary research program addresses the multi-faceted and complex drivers that impact the overall health of racialized and Indigenous communities. Her research program consists of community-based research (CBR) projects that utilize evidence-based, art and media-based approaches to elucidate community perspectives on their own health and engage communities in evidence-based interventions that have local specificity and relevance.

Her CBR approach addresses the pressing health and well-being needs of Indigenous, Black, and racialized communities by harnessing the talents, knowledge, and skills of communities, encouraging them to be empowered agents of change and co-producers of knowledge and research that centres their voices, and which is of benefit to their lives. In addition to leading the Access & Equity Research Interest Group and Co-Directing the Centre for Community Research, Learning and Action, Dr. Wilson has consulted with:

- Wilfrid Laurier University's Faculty Association – Diversity and Equity committee, where she informs the Equity and Diversity strategy of the faculty association (2017-present).
- Wilfrid Laurier University's Community of Practice on Equity, Diversity, and Inclusion, where she helps to inform the EDI strategy for the entire university (2020-2022).
- Women and Gender Equality Department of Canada on developing a data collection resource to inform their funding model for under-represented grassroots and non-profit organization structures, as well as an EDI Strategic Plan (2019-2021).
- Peel District School Board on their focused recruitment of Indigenous and Black educators, and the successful outcomes of Indigenous and Black students (2019 - 2021).
- Region of Waterloo Anti-Racism Working Group, where she works with a group of other community leaders to advise Waterloo Regional Council on their anti-racism strategy. (2020-2021)
- Black history and futurities presenter for Waterloo Region School Board and Toronto District School Board. (2019 - 2021)
- Waterloo Region District School Board on their recruitment of Black educators, and the organization of their Black Brilliance conference, which is an empowerment space for Black high school students (2017-2019).

Dr. Ed Connors is of Mohawk (from Kahnawake Mohawk Territory) and Irish ancestry. He is a psychologist who has worked with First Nations communities across Canada since 1982 in both urban and rural centres. His work over this time has included Clinical Director for an Infant Mental Health Centre in the city of Regina and Director for the Sacred Circle, a Suicide Prevention Program developed to serve First Nations communities in Northwestern Ontario. Dr. Connors' most recent work has involved development of Indigenous Life Promotion projects, including Feather Carriers Leadership for Life Promotion. While developing these services, Dr. Connors has worked with Elders and apprenticed in traditional First Nations approaches to healing. Today his practice incorporates traditional knowledge about healing while also employing his training as a psychologist. His current work includes consultation and community training to assist First Nations in the development of Restorative Justice and Life Promotion programming.

Dr. Stephanie Nixon, PhD is the lead consultant of Stephanie Nixon and Associates Consulting Firm. Stephanie is a straight, white, middle class, able-bodied, cisgender, settler woman who tries to understand the pervasive effects of privilege. In particular, she explores how systems of oppression shape health and community care, research and education, and the role of people in positions of unearned advantage in disrupting these harmful patterns. Stephanie developed the "[Coin Model of Privilege and Critical Allyship](#)" as a way to translate core ideas about anti-oppression and anti-racism to people in positions of unearned advantage. She has provided leadership training on the Coin Model with more than 100 groups including universities, hospitals, community-based organizations, and professional associations across Canada and internationally.

Stephanie is also the Vice-Dean of the Faculty of Health Sciences and Director of the School of Rehabilitation Therapy at Queen's University in Kingston, Ontario, Canada. Prior to taking on this role in July 2022, she was a professor in the Department of Physical Therapy at the University of Toronto for 15 years. Stephanie has been a physiotherapist, HIV activist and global health researcher for 25 years. She completed her PhD in Public Health and Bioethics in 2006 at the University of Toronto, and a post-doc at the University of KwaZulu-Natal in South Africa from 2006-2008. Stephanie was the Director of the International Centre for Disability and Rehabilitation from 2012-2021. Stephanie organizes with the anti-racism grassroots collective, SURJ-TO.



Report To: Chair Creelman and Members of General Government Services Committee

Meeting Date: August 24, 2023

Subject: 2024 Budget Schedule

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Recommendation

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, outlining the 2024 budget schedule, be received.

Executive Summary

The purpose of this report is to provide Council with the 2024 budget schedule.

Background & Discussion

The 2024 -2027 budget process began in early July with a call to departments for their initial operating budget. The schedule below summarizes the process:

Action	Due Date
Department operating budgets due	July 31
Capital work plans due	August 31
Organizational planning reports	September Committees
Departmental review of budgets	Month of September
SMT review of operating budget	Early October
Presentation to Council	November 9
Council budget review	November Committees

Although the table provides a summary of the planned activities, there is much work done between each step. Once initial budgets are submitted, considerable time is spent

reviewing, analyzing and where necessary adjusting to ensure nothing is overlooked. The information is then compiled to create the budget package.

New for this budget cycle is the addition of organizational planning reports to the September committee meetings. These outline the current structure of the divisions as well as any additional staffing requirements for 2024 and beyond. Many of these requests are to address ongoing capacity constraints, support the strategic plan, enhance services or due to legislative changes.

Financial Impact

It is too early in the process to predict what the 2024 budget increase will be as there are still several unknowns. There continues to be inflationary pressures on a few areas including utilities, raw food and many contracts, such as the waste collection contract or road related work.

The larger area of concern at this point is capital. There are three significant factors affecting the long-term cost of capital:

- Costs continue to increase and are unpredictable,
- Several buildings are at a point in their life cycle that they need large investments over the next 2-5 years,
- Mounting evidence is showing that investment in climate adaptation now is key to avoiding higher costs in the future.

In Support of Strategic Plan Priorities and Objectives:

Governance – identify opportunities to improve governance and service delivery/ improve the County’s internal and external communication.

Respectfully submitted,

Aimee Raves, CPA CMA
Manager of Corporate Finance, Treasurer

Reviewed by: Sonya Pritchard, Chief Administrative Officer



A community that grows together

Report To: Chair Creelman and Members of General Government Services
Committee

Meeting Date: August 24, 2023

Subject: Tax Policy Review

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Recommendation

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the tax policy review, be received;

AND THAT the multi-residential class ratio be reduced to 1.7 in 2024, 1.4 in 2025 and 1.1 in 2026;

AND THAT the Vacant Land and Excess Land Discounts be eliminated as of 2024.

Executive Summary

The purpose of this report is to provide Council with an update on the tax policy review initiated earlier this year. Two changes are proposed, the reduction of the multi-residential class ratio to align with the new multi-residential tax ratio, as well as the elimination of vacant land and excess land discounts.

Background & Discussion

As previously reported in GGS 2023-04-27 Tax Policy Review, staff met with local municipal treasurers and dedicated tax staff to discuss possible adjustments to the current tax policy for Dufferin County. Since that time, MTAG Paralegal Professional Corporation (MTAG) were engaged to assist in the review.

Per Section 308 of the Municipal Act, upper tier municipalities are responsible for setting tax ratios for both upper and lower tiers to use. Decisions made at County Council directly

impact the local municipalities as the ratios set at the County level must be used across all member municipalities. Tax ratios dictate the distribution of the levy between the various property classes. Thus, it is important to consider the impacts on both other property classes and each municipality. Reassessment also adds an additional layer of complexity. However, the continued deferral of the next assessment cycle provides an opportunity to review proposed changes with slightly less complications.

As part of the review conducted by MTAG, a survey of ratios of other municipalities throughout Ontario was conducted. The chart below shows how Dufferin County compares to the average of all municipalities included in the review.

	Average Ratio	Dufferin County
Farm	0.24	0.22
Multi-Residential	1.68	2.00
New Multi-Residential	1.02	1.10
Commercial	1.53	1.22
Office Building	1.74	1.22
Shopping Centre	1.75	1.22
Parking Lot	1.29	1.22
Industrial	2.03	2.20
Large Industrial	3.34	2.20
Pipeline	1.32	0.84

Missing from the classes above is the Residential property class. It is used as the basis for all other ratios, in other words its ratio is always 1.00 no matter the municipality. It should be noted that these ratios are based on 2022 data. The complete table is included at the end of this report.

Financial Impact

In consultation with the local finance staff, MTAG was tasked with analyzing the impact of two specific changes for this review. Alignment of the Multi-Residential ratio to the New Multi-Residential Ratio and elimination of vacant land and excess land discounts.

Reduction of Multi-Residential Ratio to 1.0

In 2017, O. Reg. 32/17 and 35/17 resulted in changes required to the existing Multi-Residential (MT) property tax class. Municipalities were to reduce their existing MT ratio to a cap of 2.0. At the time the County ratio was set at 2.6802 and over the next three years it was reduced to 2.0. At the same time, the province introduced a new property tax

class known as New Multi-Residential (NT) which all new “multi-residential” buildings would fall under with a ratio of 1.1.

The disparity between the two ratios has led to many municipalities shifting their MT ratio to align with the NT ratio. This is evident in the chart in the previous section above where the average MT ratio is 1.68 and Dufferin is 2.0. Staff have received concerns about this disparity from local multi-residential property owners. The main reason to shift the MT ratio to align with the NT ratio is to correct this disparity and improve fairness between the two classes.

The table below shows where existing MT properties are located throughout Dufferin. Of the 54 properties that would be impacted by this shift, 10 of which are owned by Dufferin County. This means that this shift would result in approximately \$230,000 in property tax savings for these associated properties. The County also supports two housing providers that will also benefit from tax savings.

Municipality	# of Impacted Properties
	Multi-residential
East Garafraxa	0
Grand Valley	1
Amaranth	0
Mono	0
Orangeville	40
Mulmur	0
Melancthon	0
Shelburne	13
Total	54

Changes to any ratio will have an impact on all others as the amount to be collected has not changed. The table below illustrates the impact of shifting the ratio from 2.0 to 1.1 on the various tax classes (note that this analysis assumes there is no changes in assessment.) Tax revenue associated with the MT ratio decreases by \$343,718 and all other tax classes go up by 0.78% to absorb the shift. As the residential class represents over 80% of assessment it sees the largest increase of \$291,308. This equates to approximately \$2.97 more tax per \$100,000 of assessment.

Realty Tax Class	CVA Tax		Change in Tax	
	2024 Returned (Start Ratio)	2024 Returned (Start Ratio, Multi Res @ 1.1)	\$	%
Taxable				
Residential	\$37,401,802	\$37,693,110	\$291,308	0.78%
Farm	\$1,103,823	\$1,112,423	\$8,600	0.78%
Managed	\$102,460	\$103,258	\$797	0.78%
Multi-Residential	\$771,160	\$427,442	(\$343,718)	-44.57%
New Multi-Residential	\$17,205	\$17,339	\$134	0.78%
Commercial	\$3,733,848	\$3,762,931	\$29,083	0.78%
Industrial	\$1,709,518	\$1,722,833	\$13,314	0.78%
Pipeline	\$59,999	\$60,466	\$467	0.78%
Sub-Total Taxable	\$44,899,816	\$44,899,802	(\$14)	0.00%
Payment in Lieu				
Residential	\$64,235	\$64,735	\$500	0.78%
Commercial	\$151,989	\$153,173	\$1,184	0.78%
Landfill	\$4,344	\$4,597	\$253	5.82%
Industrial	\$585	\$589	\$5	0.78%
Sub-Total PIL	\$221,153	\$223,095	\$1,941	0.88%
Total Taxable and PIL	\$45,120,969	\$45,122,897	\$1,927	0.00%
Exempt	\$0	\$0	\$0	0.00%
Total	\$45,120,969	\$45,122,897	\$1,927	0.00%

There will also be inter-class impacts and shifts at the lower tier level. Generally, those municipalities seeing reductions in their share of County levy can expect larger, more significant shifts between Classes than those experiencing increases.

Realty Tax Class	CVA Tax		Change in Tax	
	2024 Returned (Start Ratio)	2024 Returned (Start Ratio, Multi Res @ 1.1)	\$	%
East Garafraxa	\$2,447,349	\$2,466,411	\$19,062	0.78%
Grand Valley	\$2,316,683	\$2,331,134	\$14,451	0.62%
Amaranth	\$3,063,868	\$3,087,732	\$23,864	0.78%
Mono	\$8,914,203	\$8,983,632	\$69,429	0.78%
Orangeville	\$17,974,953	\$17,825,757	(\$149,196)	-0.83%
Mulmur	\$3,419,862	\$3,446,499	\$26,637	0.78%
Melancthon	\$2,320,928	\$2,339,005	\$18,077	0.78%
Shelburne	\$4,441,971	\$4,419,633	(\$22,338)	-0.50%
Total	\$44,899,817	\$44,899,803	(\$14)	0.00%

When looking at the percentage change per class this shift does not appear significant and it could be absorbed in 2024; however, it is recommended that this change be phased in equally over three years. Again, assuming no changes to assessment or tax levy requirements this would make the annual impact approximately one third of the numbers provided above over the next three years. This would reduce the residential increase from \$2.97 in 2024 to less than \$1.00 per \$100,000 of assessment over the next three years. Reducing the MT ratio can contribute to improved housing affordability by reducing ongoing operating costs of existing multi-residential property owners.

Removing the Vacant Land and Excess Land Discount

Vacant land and excess land discounts only apply to Commercial and Industrial classes. Vacant land is land that has no buildings or structures on it. Excess land is land that is not needed to serve or support the existing development. When MPAC assesses land as vacant or excess the County and lower tiers provide a 30% discount on these Commercial and Industrial subclasses. As these properties are in a separate subclass, they typically have a lower assessed value, thus they are already paying a reduced rate of taxes without the discount.

A change in one tax class impacts all others, thus the discount applied to this subclass is being subsidized by all other property classes. Through Bill 70, Building Ontario Up for Everyone Act, 2016, the province provided municipalities with the ability to make changes to the vacant and excess land subclass discounts. In 2019, the province began phasing out these discounts on education rates regardless of the municipality's decision to retain or remove the discounts. Since that time, many municipalities have eliminated these discounts.

The table below illustrates the impact of eliminating the discounts on the various tax classes (note that this analysis assumes there is no changes in assessment.) This change has the opposite effect of the MT ratio shift by reducing most property classes. Only the Commercial and Industrial classes will see increases. This shift translates to a reduction in the Residential Class of \$74,727 which would equate to approximately \$0.76 less tax per \$100,000 of assessment.

Realty Tax Class	CVA Tax		Change in Tax	
	2024 Returned (Start Ratio)	2024 Returned (Start Ratio, Multi Res @ 1.1)	\$	%
Taxable				
Residential	\$37,401,802	\$37,327,075	(\$74,727)	-0.20%
Farm	\$1,103,823	\$1,101,615	(\$2,208)	-0.20%
Managed	\$102,460	\$102,255	(\$205)	-0.20%
Multi-Residential	\$771,160	\$769,619	(\$1,541)	-0.20%
New Multi-Residential	\$17,205	\$17,171	(\$34)	-0.20%
Commercial	\$3,733,848	\$3,779,877	\$46,029	1.23%
Industrial	\$1,709,518	\$1,742,319	\$32,801	1.92%
Pipeline	\$59,999	\$59,879	(\$120)	-0.20%
Sub-Total Taxable	\$44,899,816	\$44,899,810	(\$6)	0.00%
Payment in Lieu				
Residential	\$64,235	\$64,106	(\$129)	-0.20%
Commercial	\$151,989	\$151,686	(\$303)	-0.20%
Landfill	\$4,344	\$4,336	(\$8)	-0.18%
Industrial	\$585	\$834	\$249	42.56%
Sub-Total PIL	\$221,153	\$220,962	(\$191)	-0.09%
Total Taxable and PIL	\$45,120,969	\$45,120,772	(\$197)	0.00%
Exempt	\$0	\$0	\$0	0.00%
Total	\$45,120,969	\$45,120,772	(\$197)	0.00%

Inter-municipal shifts see four municipalities experiencing increases and four experiencing decreases. In this case, municipalities seeing larger changes in their share of County levy can expect more significant shifts between Classes than those experiencing smaller changes.

Realty Tax Class	CVA Tax		Change in Tax	
	2024 Returned (Start Ratio)	2024 Returned (Start Ratio, Multi Res @ 1.1)	\$	%
East Garafraxa	\$2,447,349	\$2,443,071	(\$4,278)	-0.17%
Grand Valley	\$2,316,683	\$2,314,088	(\$2,595)	-0.11%
Amaranth	\$3,063,868	\$3,066,437	\$2,569	0.08%
Mono	\$8,914,203	\$8,917,441	\$3,238	0.04%
Orangeville	\$17,974,953	\$17,975,355	\$402	0.00%
Mulmur	\$3,419,862	\$3,414,017	(\$5,845)	-0.17%
Melancthon	\$2,320,928	\$2,317,293	(\$3,635)	-0.16%
Shelburne	\$4,441,971	\$4,452,108	\$10,137	0.23%
Total	\$44,899,817	\$44,899,810	(\$7)	0.00%

The number of properties that would be impacted by this change are summarized below by municipality. 100 commercial and 59 industrial properties would be impacted by this change.

Municipality	# of Impacted Properties	
	Commercial	Industrial
East Garafraxa	3	2
Grand Valley	11	3
Amaranth	10	15
Mono	24	8
Orangeville	32	18
Mulmur	3	0
Melancthon	5	1
Shelburne	12	12
Total	100	59

Due to the minimal impact this change has on the residential property class, it is recommended that full elimination of the vacant land and excess land discounts take place in 2024.

In Support of Strategic Plan Priorities and Objectives:

Governance – identify opportunities to improve governance and service delivery/
improve the County's processes and service delivery

Respectfully submitted,

Aimee Raves, CPA CMA
Manager of Corporate Finance, Treasurer

Attachment: 2022 Tax Ratio Survey

Reviewed by: Sonya Pritchard, Chief Administrative Officer

2022 Tax Ratio Survey

Municipality				Commercial				Industrial		
	Farm	Multi-Residential	New Multi-Residential	Commercial	Office Building	Shopping Centre	Parking Lot	Industrial	Large Industrial	Pipeline
Barrie City	0.25	1.00	1.00	1.43				1.52		1.10
Brant County	0.24	1.70		1.90				2.55		1.78
Bruce County	0.25	1.00	1.00	1.23				1.75		1.02
Chatham-Kent Municipality	0.22	1.94	1.10	1.94	1.56	2.24	1.30	2.04	2.04	1.27
Dufferin County	0.22	2.00	1.10	1.22				2.20		0.84
Durham County	0.20	1.87	1.10	1.45	1.45	1.45		2.02	2.02	1.23
Elgin County	0.23	1.99	1.00	1.64				2.23	2.83	1.14
Essex County	0.25	1.53	1.10	1.08	1.08		0.58	1.94	2.69	1.30
Frontenac County	0.25	1.00		1.00				1.00		0.70
Grey County	0.22	1.44	1.00	1.30				1.83		0.91
Guelph City	0.25	1.79	1.00	1.84				2.20		1.92
Haldimand County	0.25	2.00	1.00	1.69				2.33		1.49
Haliburton County	0.25	1.39	1.00	1.48		1.48		1.72		
Halton County	0.20	2.00	1.00	1.46				2.09		1.06
Hamilton City	0.18	2.36	1.00	1.98			1.98	3.20	3.75	1.79
Hastings County	0.25	1.15	1.00	1.10				1.13		0.82
Huron County	0.25	1.10		1.10				1.10		0.70
Kawartha Lakes City	0.25	1.96		1.38				1.35		2.00
Lambton County	0.23	2.00	1.00	1.63	1.54	2.08	1.09	2.05	3.00	1.34
Lanark County	0.25	2.11	1.10	1.84				2.53		2.01

Middlesex County	0.25	1.77	1.00	1.14	1.75	1.06
Muskoka District	0.25	1.00		1.10	1.10	0.70

2022 Tax Ratio Survey Continued

Municipality	Farm	Multi-Residential	New Multi-Residential	Commercial				Industrial		
				Commercial	Office Building	Shopping Centre	Parking Lot	Industrial	Large Industrial	Pipeline
Niagara Region	0.25	1.97	1.00	1.73				2.63		1.70
Norfolk County	0.23	1.69	1.00	1.69				1.69		1.49
North Bay City	0.15	1.99	1.00	1.88				1.40		1.17
Northumberland County	0.25	2.00	1.00	1.50				2.10		1.20
Oxford County	0.22	2.00	1.00	1.90				2.63	2.63	1.26
Perth County	0.25	1.00	1.00	1.25				1.97		1.64
Peterborough County	0.25	1.58	1.00	1.10		1.10		1.54		0.94
Prescott and Russell	0.25	1.60	1.00	1.44				2.45	3.50	1.42
Prince Edward County	0.25	1.44		1.11				1.39		0.54
Renfrew County	0.25	1.94	1.00	1.81				2.72	3.06	1.33
Sault Ste Marie	0.25	1.08	1.08	2.06	2.86	2.18	1.52	4.43	7.86	2.09
Simcoe County	0.25	1.00	1.00	1.22				1.19		1.30
Stratford	0.25	2.00	1.00	1.98	1.98	1.98		2.64	2.64	1.51
Toronto	0.25	2.05	1.00	2.64				2.59		1.92
Waterloo County	0.25	1.95	1.00	1.95				1.95		1.16
Wellington County	0.25	1.90	1.10	1.49				2.40		2.25
York County	0.25	1.00	1.00	1.33				1.64		0.92
Average Ratio	0.24	1.65	1.02	1.54	1.75	1.79	1.29	2.03	3.27	1.32
Median Ratio	0.25	1.79	1.00	1.48	1.55	1.98	1.30	2.02	2.83	1.27



A community that grows together

Report To: Chair Creelman and Members of General Government Services
Committee

Meeting Date: August 24, 2023

Subject: Digital Modernization Project Update

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Recommendation

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the digital modernization project update, be received.

Executive Summary

The purpose of this report is to update Council on the progress of the Finance and Human Resources information system digital modernization project. This is a complex project that has been ongoing for some time. Once completed, it will provide a modern integrated software solution for Finance and Human Resources.

Background & Discussion

In 2021, the County issued an RFP for consulting services to assist in the process of examining and documenting the current state, identify gaps and future state of technology and processes with the current systems. This RFP was awarded to Blackline Consulting. Through 2022, Blackline met with multiple departments/stakeholders to review the various systems that are used and document current processes. During this process, Blackline reviewed 297 activities. Of the 297 reviewed, 184 activities were not supported by a digital system, 73 activities were partially supported and 40 were fully supported. The review highlighted the need to reduce the number of manual tasks, as well as standardize financial documents, to improve processes and contribute to more efficient service delivery.

The current system landscape of the County is composed of standalone systems with little integration between systems. This results in staff manually entering information into

multiple systems. Blackline did a market analysis to determine what systems are available to municipalities in the areas of finance, payroll, human resources, asset management and work order management. It was determined that there is not one system that would meet all of Dufferin County's needs; however, MS Dynamics 365 would provide the most functionality. As such, the decision was made to move forward with this Microsoft product as it also integrates well with the existing IT infrastructure namely Office 365, SharePoint, and Microsoft Teams.

As Dynamics 365 is a Microsoft product, staff reached out directly for a list of preferred vendors in Canada that could meet our needs. Staff have met with multiple vendors to get an overview of the software, discuss implementation strategies and customer support services. The vendor sessions confirmed that Dynamics 365 Business Central will meet most of our needs and where it does not, capability exists to integrate with other systems through extension apps.

Financial Impact

An NRFP (negotiated request for proposal) will be issued to secure a vendor that will implement and support this software. Implementation will involve the assessment of current processes and working with the vendor to determine an integration strategy and timelines. This will take a considerable amount of time and effort from staff across various divisions to ensure the setup meets the requirements of all users and takes full advantage of the software functionality. It is estimated that full implementation may take anywhere from six to eighteen months.

An amount was included in both 2022 and 2023 budgets for this digital project. The \$1.3 million budget in 2023 does include the backfilling of certain positions in both Finance and IT departments. A dedicated project manager has been seconded for this digital project who has a strong understanding of the interconnectedness of the various aspects of the new system. They will be responsible for ensuring the project stays on track, coordinating with all stakeholders and the successful vendor for the duration of the project. As the project progresses into the implementation stage, there is also the potential that additional staffing support may be required from other areas, this temporary support is also included in the cost of the project. For example, a temporary support staff in Finance was added in 2021 to assist with the volume of work that is anticipated to decrease with the new software as processes are automated and streamlined.

The amount included in the 2023 budget is an estimate and the final cost will be determined through negotiations with the successful vendor. Once further details and

pricing are received an updated budget will be presented to Council. To date approximately \$310,000 has been spent on consultants and contract staff. Funds were previously set aside in reserves for this and other digital projects. In line with its purpose, Municipal Modernization Funding has been earmarked for this project.

In Support of Strategic Plan Priorities and Objectives

Governance – identify opportunities to improve governance and service delivery/ improve the County’s processes and service delivery.

Respectfully submitted,

Aimee Raves, CPA CMA
Manager of Corporate Finance, Treasurer

Prepared By:
Suzanne Moore
Deputy Treasurer

Reviewed by: Sonya Pritchard, Chief Administrative Officer



A community that grows together

Report To: Chair Creelman and Members of General Government Services
Committee

Meeting Date: August 24, 2023

Subject: Annual Cost of Living Adjustment

From: Aimee Raves, Manager of Corporate Finance, Treasurer

Recommendation

THAT the report of the Manager of Corporate Finance, Treasurer, dated August 24, 2023, regarding the annual cost of living adjustment, be received;

AND THAT the non-union cost-of-living adjustment for 2024 be set at 4% with an effective date of April 1, 2024.

Executive Summary

An annual cost of living adjustment is a way to ensure compensation remains competitive and staff salaries keep pace with inflation.

Background & Discussion

In February 2023, Council approved the Annual Cost of Living Adjustment policy. The policy dictates that the annual cost of living adjustments for non-union staff be based on a twelve-month average of CPI with a cap of 4%. The calculated amount would apply to total compensation. That is, salaries would be adjusted by the calculated amount less any enhancements to benefits.

Financial Impact

The table below shows the twelve-month average CPI calculation for the period from August 2022 to July 2023.

Month	CPI Index 2021/2022	CPI Index 2022/2023	CPI
August 2022	142.6	152.6	7.01%
September 2022	142.9	152.7	6.86%
October 2022	143.9	153.8	6.88%
November 2022	144.2	154.0	6.80%
December 2022	144.0	153.1	6.32%
January 2022	145.3	153.9	5.92%
February 2022	146.8	154.5	5.25%
March 2022	148.9	155.3	4.30%
April 2022	149.8	156.4	4.41%
May 2022	151.9	157.0	3.36%
June 2022	152.9	157.2	2.81%
July 2022	153.1	158.1	3.27%
Average Annual CPI	147.2	154.9	5.26%

The average annual CPI exceeds the 4% cap, thus the increase for 2024 will be 4%. Early projections estimate the budgetary impact to be \$570,000, which includes an approximate cost of \$190,000 to shift the effective date from July 1st to April 1st, 2024.

In Support of Strategic Plan Priorities and Objectives

Governance – identify opportunities to improve governance and service delivery/ improve the County’s internal and external communication.

Respectfully submitted,

Aimee Raves, CPA CMA
Manager of Corporate Finance, Treasurer

Reviewed by: Sonya Pritchard, Chief Administrative Officer

August 2, 2023

Dufferin Provincial Offences Administration Board
55 Zina Street
Orangeville, ON L9W 1E5

RE: STAFF REPORT 2023-0384: TRANSFER OF PART III PROVINCIAL OFFENCES ACT PROSECUTIONS BY THE PROVINCE

Dear Dufferin POA Board,

I am writing to advise that at the Town Council meeting held on July 26, 2023, Council adopted a resolution regarding Staff Report 2023-0384: Transfer of Part III Provincial Offences Act Prosecutions by the Province.

The resolution reads as follows:

That the Mayor and Clerk be authorized to execute the agreements necessary to facilitate the transfer of Part III Provincial Offences Act prosecutions to the Town upon the approval of the Town Solicitor;

That the Mayor send a letter to the Honorable Doug Downey, Attorney General as well as the Honourable Sylvia Jones, Deputy Premier and MPP for Dufferin-Caledon, advocating that any transfer agreements include a requirement that the provincial Crown Attorney's office continue to have carriage of Part III matters involving death or catastrophic injury;

That as a result of the transfer of Part III Provincial Offences Prosecutions, a new full-time headcount for the position of Prosecution Coordinator outlined in Staff Report 2023-0384 be created and funded from the 2023 POA Operating Budget for Caledon and Dufferin County;

That an unavoidable budget increase of \$91,455 be included in the 2024 budget for the full-time headcount;
and

That a copy of the resolution and Staff Report be provided to the Dufferin POA Board.

A copy of Staff Report 2023-0384 has been enclosed for your reference. For more information regarding this matter, please contact the undersigned by email at Laura.Hall@caledon.ca or by phone at 905.584.2272 ext. 4288.

Thank you for your attention to this matter.

Sincerely,



Laura Hall, Director, Corporate Services / Town Clerk

Cc: Alexis Alyea, Manager, Legal and Court Services / Town Solicitor, Alexis.Alyea@caledon.ca

Staff Report 2023-0384

Meeting Date: July 11, 2023

Subject: Transfer of Part III Provincial Offences Act Prosecutions by the Province

Submitted By: Alexis Alyea, Manager, Legal and Court Services / Town Solicitor, Corporate Services

RECOMMENDATION

That the Mayor and Clerk be authorized to execute the agreements necessary to facilitate the transfer of Part III Provincial Offences Act prosecutions to the Town upon the approval of the Town Solicitor;

That the Mayor send a letter to the Honorable Doug Downey, Attorney General as well as the Honourable Sylvia Jones, Deputy Premier and MPP for Dufferin-Caledon, advocating that any transfer agreements include a requirement that the provincial Crown Attorney's office continue to have carriage of Part III matters involving death or catastrophic injury;

That as a result of the transfer of Part III Provincial Offences Prosecutions, a new full-time headcount for the position of Prosecution Coordinator outlined in Staff Report 2023-0384 be created and funded from the 2023 POA Operating Budget for Caledon and Dufferin County;

That an unavoidable budget increase of \$91,455 be included in the 2024 budget for the full-time headcount; and

That a copy of the resolution and Staff Report be provided to the Dufferin POA Board.

REPORT HIGHLIGHTS

- In 2017, Bill 177 (Stronger, Fairer Ontario Act (Budget Measures) 2017) received Royal Assent. Sections 162 and 173 of the POA were amended to allow the Province to enter into agreements with municipalities to prosecute Part III charges.
- Negotiations took place in 2018 and 2019 to facilitate the transfer of Part III prosecutions to municipalities, but were paused in 2020 and 2021 as a result of COVID court closures. Negotiations began again in 2022 with a number of municipalities piloting the transfer. Several more, including Mississauga, Brampton and York Region, have now accepted the transfer of Part III prosecutions.
- Legal staff began negotiations with the local Crown's Office earlier this year and are at a point that staff are recommending transfer of the Part III prosecutions and the execution of the Interim Transfer Agreement (attached as **Schedule "A"**), as well as any necessary amending agreements, upon the final approval of the Town Solicitor as to form and content.
- There will be increased costs to the municipality as result of the transfer, with no off-setting increase in revenue. However, there may also be benefits such as improved service delivery.

- One additional staff, a Prosecution Coordinator, will be required to assist with the anticipated increase in workload resulting from the transfer from the Province.

DISCUSSION

Background

In March of 1999, the Province transferred Provincial Offences Act (“POA”) Court program to the Town of Caledon, to provide court services for the Town as well as Dufferin County. To that end, the Province and the Town signed a Memorandum of Understanding (“MOU”) and a Local Side Agreement (“LSA”) which transferred to the Town the operation of the Provincial Offences Court and the prosecution of charges laid using the process under Parts I and II of the POA. Part I involves an officer issuing a ticket to a defendant. Part II involves parking tickets.

The Province retained the prosecution of charges laid using the process under Part III of the POA, except for those offences previously prosecuted by municipalities (primarily municipal by-law charges). Part III proceedings are commenced by swearing an Information and serving a summons requiring a defendant to appear in court and involve more serious charges.

The Provincial Offences Act amended to allow for transfer of Part III prosecutions

On Dec 14, 2017, Bill 177 (Stronger, Fairer Ontario Act (Budget Measures) 2017) received Royal Assent. Sections 162 and 173 of the POA were amended to allow the Province to enter into agreements with municipalities to prosecute Part III charges. These are primarily charges for offences under the Highway Traffic Act, Compulsory Automobile Insurance Act, and the Dog Owners’ Liability Act.

Caledon currently prosecutes Part III charges under its own municipal by-laws, and some Provincial statutes and regulations including the Building Code Act, Fire Protection and Prevention Act, Health Protection and Promotion Act, and Smoke Free Ontario Act.

Other Part III charges laid under various other Provincial statutes and regulations are prosecuted by the ministry responsible for the Act (e.g. Ministry of Labour, Ministry of Transportation, and Ministry of the Environment) as well as the municipal by-laws of the Dufferin county local municipalities. These are not included in the transfer by the Province.

Municipalities have begun accepting the Part III transfers

Conversations to facilitate the Part III transfers were begun by the Province but were paused as a result of COVID when provincial POA resources were pivoted to focus on the orderly closure and re-opening of POA courts. It was the stated intention of the Province

to roll out the transfers slowly based on the state of readiness of the local municipality in question. A number of municipalities agreed to pilot the transfer and were early adopters of the transfer of Part III prosecutions to the municipal level.

The local Crown Attorney offices throughout the province (who currently have responsibility for the Part III prosecutions) were to lead the conversations with their local municipalities. As of this year (March 13, 2023) responsibility for supervision of POA for Caledon and Dufferin transferred from Peel Crown Attorney's office to the Dufferin Crown Attorney's office, and discussions regarding the transfer to Caledon began in earnest.

Mississauga Council approved the transfer in June 2022, with an effective date to deliver prosecution services as of December 2022. Brampton Council approved the transfer in November, 2022. Both executed two-year Interim Transfer Agreements with the Province, with formal amending agreements of the Memorandum of Understanding and the Local side Agreement to follow. York Region has also executed an Interim transfer Agreement, with an effective date of prosecution services to begin January 2024.

Legal staff are advised by the Crown's office that, while roll-out has been slow based on local readiness, all municipalities will be expected to undertake Part III transfers in the near future. In staff's opinion, it is more beneficial to cooperate with the transfer with the potential to negotiate timing and other mitigation based on local concerns rather than wait until the transfer is potentially forced by the Province.

Concerns raised by Staff regarding the Transfer

Prior to recommending the transfer be authorized by Council, staff raised issues with the Crown's office related to any existing backlog of Part III charges as well as concerns regarding more serious Part III matters involving catastrophic injuries and fatalities.

a) Existing Backlog

Staff have requested and received information from the Crown's office regarding the existing Part III file load. Of particular concern are those matters that may be dated, where there the defendant may raise issues related to the length of time a Part III charge has been outstanding. The COVID court closures have lengthened time to trial considerably, and where the Crown's office has had carriage of a prosecution for an extended period of time, it was a concern to staff to have to take carriage of those matters and switch to local municipal prosecutors unfamiliar with the history of the files.

Staff have received commitments from the Crown's office to reduce the file list to current matters and the Crown's office is already taking steps to do so. Staff are recommending that the effective transfer date of any amending agreements be predicated on a smooth transition of current files only.

b) Catastrophic Injuries and Fatalities

Most Part III charges are matters that the Town's existing paralegal prosecutors are well equipped to handle and, with appropriate training, should be able to familiarize themselves with quickly. However, the most serious of Part III charges involve catastrophic injuries and fatalities. These charges often include enhanced media scrutiny which may require support from Town departments beyond the Prosecutions Group as well as resources and experience that current Town staff do not have. Further, these types of charges are infrequent enough that developing internal staff expertise is inefficient.

The current transfer contemplates that the Crown office **may** elect to retain carriage of certain Part III matters. Staff requested assurances from the Crown's office that it **will** retain carriage of all charges involving catastrophic injuries and fatalities. The Crown's office has advised that it has no authority to add language to the transfer that would change the wording from *may* to *will*. It remains entirely at the Crown's discretion whether to accept carriage of those matters. The Crown's office has offered to provide enhanced training to prosecutions staff regarding these types of serious charges, and also provided factors that it will consider when determining when it will retain carriage of more serious Part III catastrophic injuries and fatalities. It is staff's hope, which staff will continue to work with the Crown's office to implement, that Crown prosecutors continue to be assigned to these more serious Part III matters.

The following matters will remain with the Crown's office and will **not** be transferred to local municipalities:

- Part III/IX matters against Young Persons
- Matters where criminal proceedings have also been commenced out of the same circumstances
- Proceedings under Christopher's Law

Legal staff would like to see matters involving catastrophic injury or death be added to this list. Staff are recommending that Council advocate for this inclusion at the provincial level, to the Attorney General as well as the local MPP.

c) Other Issues to Consider

In addition to these issues raised with the Crown's Office, staff also identified a number of other considerations that may arise as a result of the transfer of Part III prosecutions to the Town.

- a. A Prosecution Coordinator will be required

Firstly, Part III prosecutions are generally more staff-intensive than Part I and Part II charges. This difference is clear when prosecutors are dealing with an existing municipal by-law Part III charge, such as an illegal trucking depot, as compared to a Part II parking

ticket or a Part I moving violation, for example. Preparation for appearances as well as the number of required appearances per file are typically higher for Part III charges. Currently, Town Prosecutors attend court 5 days a week (approximately 1.6 days per week per prosecutor) plus appeals court once a month (as well as evening attendances at the tribunals run by Legislative Services). Part III prosecutions will add an additional 2 days of court a week (approximately 2.3 days of court each a week per prosecutors).

Additionally, disclosure for Part III files is typically more voluminous and required for every Part III file, not just when a trial is requested as is the case with Part I and Part II charges. Currently, there are no staff dedicated to performing disclosure. That work is performed by the Town's legal assistant staff, in order to permit the prosecution staff to work more efficiently (disclosure is an obligation of prosecution).

Further, electronic disclosure is currently not in place for Part III prosecutions, as the Crown's office is paper-based. Town prosecution staff used the COVID shut down time to enhance electronic filing systems, including disclosure, which is now entirely electronic. That system will have to be implemented for Part III charges so the service delivery standards remain consistent.

Considering the anticipated increase in disclosure, the need to transfer the disclosure system from paper-based to electronic and the additional support that existing prosecutors may require, staff recommend creating a Prosecution Coordinator position to assist with all disclosure and courtroom support. This position will assist the prosecutors in their file work, including accompanying prosecutors on busy court days to support virtual court appearances, provide prosecution office hours for service of documents at the Orangeville Courthouse, and provide dedicated telephone queue support to answer inquiries related to prosecution matters.

b. Undertaking Part III prosecutions will not increase revenues

Currently, all revenue generated from Part III prosecutions are retained by the POA Courts and are considered part of municipal general revenue. As such, no additional revenue is anticipated to offset the additional cost of prosecution.

Benefits arising from the Transfer

There may be benefits to the Town arising from the transfer of Part III prosecutions, including:

- Consistent electronic disclosure across POA charges for the public
- Enhanced service delivery to the public by having one prosecution office for defendants, agents, lawyers and witnesses to deal with (currently there are two

- offices - provincial prosecutors and municipal prosecutors), including one website portal and one inquiry phone line
- A more streamlined process and simplified communications regarding which office is dealing with the matter as there will only be one office for the majority of charges
 - The majority of appeals will be handled by Town prosecutors which create consistency in approach to appeal court
 - Police will have one prosecution office with one disclosure process
 - Greater control in response to local specific issues/concerns/practices and procedures and opportunity for coordination between charges
 - Professional development opportunities for staff

Authorization to execute amending agreements required

Considering the potential benefits arising from the consistency of prosecution service deliver and the potential that it is more beneficial to cooperate in the Part III transfer with timelines that the Town can control (instead of waiting for the Province to potentially force municipalities who do not cooperate with the transfer), staff are recommending (1) that the Mayor and Clerk be authorized to execute any necessary agreements to effect the transfer, and (2) that the position of Prosecution Coordinator be created to assist with the increased workload arising from the transfer.

As the roll-out has been phased, the Province is commencing with an Interim Transfer Agreement (attached as **Schedule “A”** to this Report) which will be in effect until 2025 and is consistent across all municipalities. While the Interim Transfer Agreement is in effect, the Province will work with the individual municipalities to amend the existing Memorandum of Understanding as well as the Local Side Agreement, which currently govern both the operation of the POA Courts by municipalities as well as the delivery of Part I and Part II prosecution services.

Authorization to negotiate and execute these amending agreements as well as the Interim Transfer Agreement are required, as well as potential data-sharing agreements regarding ongoing files and Victim/Witness Assistance Program. As Caledon operates the courts and existing (non-by-law) POA prosecutions on behalf of the Dufferin municipalities, only the consent of the Town is required to the agreements. However, the Dufferin POA Board has been informed of the Province’s intentions regarding Part III’s and a copy of Council’s decision and direction will be provided to the Dufferin POA Board.

FINANCIAL IMPLICATIONS

To facilitate Part III prosecution services one (1) additional full-time headcount will be required for the position of Prosecution Coordinator. In 2023, this position will be funded as a POA expense netted from existing POA revenues and be reported as a negative variance. While there are no new revenues to be gained by taking on Part III prosecution

Staff Report 2023-0384

services, there are minor cost savings as currently the Province charges both Caledon and Dufferin \$90/ hour for Part III prosecution services. The position will be funded 30% from Dufferin County POA and 70% from Caledon POA, based on current Part III proportional volumes. For the 2024 budget, this will be an unavoidable budget increase of \$91,455 as there is no corresponding offset from an increase in POA revenues. The position is proposed to begin in October, 2023, to assist with the preparation for the transfer (including moving to electronic disclosure) with the final transfer to take place some time in 2024 (depending on when the backlog is in a state of readiness to be transferred).

COUNCIL WORK PLAN

Subject matter is not relevant to the Council Workplan.

ATTACHMENTS

Schedule "A": Interim Transfer Agreement

**PARTS III AND IX OF PROVINCIAL OFFENCES ACT
(ONTARIO)
INTERIM TRANSFER AGREEMENT**

- between -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Attorney General**

- and -

CORPORATION OF THE [Municipality]

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**PARTS III AND IX OF PROVINCIAL OFFENCES ACT (ONTARIO) INTERIM
TRANSFER AGREEMENT**

**THIS PARTS III AND IX OF PROVINCIAL OFFENCES ACT (ONTARIO) INTERIM
TRANSFER AGREEMENT (“Agreement”)** is made on the ____ day of _____,
20__,

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE ATTORNEY GENERAL**

(the “**Attorney General**”)

-and-

CORPORATION OF THE

(the “**Municipal Partner**”)

WHEREAS, pursuant to the *Streamlining of Administration of Provincial Offences Act*, 1997, S.O. 1998, c.4, (Bill 108), the Attorney General and the Municipalities, as defined below, may enter into an agreement authorizing such municipalities, in general, to conduct court administration and court support functions under the POA, as defined below, and prosecutions of matters commenced under Parts I and II of the POA;

AND WHEREAS, the Attorney General and the Municipalities entered into memorandum of understandings and local side agreements whereby the Attorney General transferred to such municipalities, in general, court administration and court support functions under the POA and prosecutions of matters commenced under Parts I and II of the POA;

AND WHEREAS, such transfer was documented between the Attorney General and the Municipal Partner in the MOU, as defined below, and the LSA, as defined below;

AND WHEREAS, pursuant to the *Stronger, Fair Ontario Act (Budget Measures)*, 2017, S.O. c.34, Sched. 35, s.12, the Attorney General and the Municipalities may enter into an agreement authorizing such municipalities, in general, to conduct prosecutions commenced under the POA;

AND WHEREAS, the Attorney General, as part of its transfer project, intends to request amendments to the memorandum of understandings and the local side agreements in accordance with such documents from the Municipalities in order to

transfer certain prosecutions commenced under Parts III and IX of the POA prosecuted by the Criminal Law Division of the Ministry of the Attorney General to such municipalities;

AND WHEREAS, the Attorney General, as part of an interim transfer project, would like to transfer the prosecutions commenced under Parts III and IX of the POA prosecuted by the Criminal Law Division of the Ministry of the Attorney General to the Municipal Partner and the Municipal Partner, as a participant in such project, wishes to accept such transfer;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties, the Attorney General and the Municipal Partner covenant and agree as follows:

ARTICLE I – INTERPRETATION

1.1 Definitions. The following terms shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:

- (a) **“Agreement”** means this agreement, including all of the schedules, attached hereto, and all amendments made hereto in accordance with the provisions hereof as the same may be amended, restated and/or supplemented from time to time;
- (b) **“Attorney General”** means Her Majesty the Queen in right of Ontario as represented by the Attorney General;
- (c) **“Crown”** means Her Majesty the Queen in right of Ontario;
- (d) **“Crown Prosecution Manual”** means the document located at www.ontario.ca/document/crown-prosecution-manual, as amended from time to time;
- (e) **“Effective Date”** means **[insert]**;
- (f) **“Expiry Date”** means two (2) years from the Effective Date;
- (g) **“Indemnified Parties”** means each of the following and their directors, officers, advisors, agents, appointees and employees: the Crown and the members of the Executive Council of Ontario;
- (h) **“Losses”** means liabilities, costs, damages, and expenses (including legal, expert, and consulting fees);
- (i) **“LSA”** means a local side agreement between the Attorney General and the Municipal Partner with an effective date of **[insert]**;
- (j) **“MOU”** means a memorandum of understanding between the Attorney General and the Municipal Partner dated on the execution date by the Attorney General of **[insert]**;

- (k) **“Municipalities”** means, collectively, all of the municipalities of the Province of Ontario who have entered into a memorandum of understanding and a local side agreement for purposes of the transfer of, in general, court administration and court support functions under the POA and prosecutions of matters commenced under Parts I and II of the POA;
 - (l) **“Municipal Partner”** means **Corporation of the**;
 - (m) **“POA”** means the *Provincial Offences Act* (Ontario);
 - (n) **“Proceedings”** mean any action, claim, demand, lawsuit, or other proceeding;
 - (o) **“Term”** means the period commencing on the Effective Date and ending on Expiry Date unless the Term is extended or otherwise terminated pursuant to this Agreement;
 - (p) **“Transfer Agreement”** means, collectively, the MOU and the LSA;
 - (q) **“Transferred Property”** means any and all property relating to the Transferred Prosecutions including, but not limited to, systems, records, data, information, and materials in the possession or control of, or owned by, the Municipal Partner unless such property has been purchased by the Municipal Partner and has not been agreed to be transferred to the Attorney General;
 - (r) **“Transferred Prosecutions”** has the meaning ascribed to it in Section 2.2(a) hereof; and
 - (s) **“WSIA”** means the *Workplace Safety and Insurance Act, 1997* (Ontario).
- 1.2 Currency.** Any reference to currency is to Canadian currency and any amount disbursed, paid, or calculated is to be disbursed, paid or calculated in Canadian currency.
- 1.3 Statute and Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
- 1.4 Singular/Plural and Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase also shall apply to the plural form and such term, word or phrase and vice versa, and all references to the masculine gender shall include reference to the feminine or neuter gender, and vice versa, in each case as the context may permit or require.
- 1.5 Pronouns.** Each use in this Agreement of neuter pronoun shall be deemed to include the masculine and feminine variations thereof and vice versa and a singular pronoun shall be deemed to include a reference to the plural variation thereof, and vice versa, in each case and the context may permit or require.

- 1.6 Sections and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.7 Paramountcy.** The parties hereto agree that this Agreement shall be read, to the extent possible, as an addition to and not to derogate from the Transfer Agreement and shall only supersede the specific terms and conditions of the Transfer Agreement to the extent of a conflict or an inconsistency in the circumstances. All other terms and conditions of the Transfer Agreement shall remain in full force and effect, unaffected and unaltered by this Agreement.

ARTICLE II –INTERIM TRANSFER OF PARTS III AND IX OF THE POA

- 2.1 General.** The parties hereto acknowledge and agree that this Agreement shall only apply to the prosecutions prosecuted by the Criminal Law Division of the Ministry of the Attorney General under Parts III and IX of the POA.
- 2.2 Parts III and IX of the POA Interim Transfer.** On the Effective Date, the Attorney General shall:
- (a) transfer to the Municipal Partner and the Municipal Partner shall accept the following:
 - (i) the prosecutions of matters designated as contraventions under the *Contraventions Act* (Canada) and commenced under Parts III and IX of the POA;
 - (ii) prosecution of proceedings commenced under Parts III and IX of the POA;
 - (iii) the conduct of appeals of proceedings commenced under Parts III and IX of the POA where the Attorney General transferred the prosecution of the proceeding to the Municipal Partner,
 but such transfer excludes the following:
 - (iv) the prosecution of matters under Parts III and IX of the POA as against a Young Person, as defined under Part VI of the POA;
 - (v) any matter under Parts III and IX of the POA where criminal proceedings have also been commenced arising out of the same circumstances;
 - (vi) any proceeding under *Christopher’s Law (Sex Offender Registry), 2000* (Ontario);
 - (vii) any proceeding stated in the Crown Prosecution Manual, as amended from time to time, being retained by the Attorney General;
 - (viii) any and all:

- (A) applications for leave to the Court of Appeal; and
 - (B) appeals to the Court of Appeal,
- for matters with respect to Parts III and IX of the POA, which have been prosecuted by the Attorney General at trial;
- (ix) any and all appeals to the Ontario Court of Justice where:
 - (A) the appeal hearing is scheduled to begin within sixty (60) days after the Effective Date;
 - (B) the appeal hearing began before the Effective Date; or
 - (C) the Attorney General is an appellant in a matter in which it has prosecuted such matter at trial,
 for matters with respect to Parts III and IX of the POA; and
 - (x) any and all Part IX of the POA proceedings where:
 - (A) the hearing is scheduled to begin within sixty (60) days after the Effective Date; or
 - (B) the hearing began before the Effective Date; but the order or disposition is not complete,

(collectively, the “**Transferred Prosecutions**”); and

- (b) deliver to the Municipal Partner:
 - (i) a list of the Transferred Prosecutions;
 - (ii) the original records and files of the Transferred Prosecutions; and
 - (iii) a list of all open files that will be retained by the Attorney General.

2.3 Right to Intervene. Notwithstanding anything else in this Agreement, the Attorney General maintains the right to intervene in any of the Transferred Prosecutions and shall be responsible for any and all costs from such intervention.

ARTICLE III – COSTS

3.1 Costs. The Municipal Partner shall not remit to the Minister of Finance any amount owing pursuant to Section 165(5)(c) of the POA for costs incurred by the Attorney General for matters under Sections 2.2(a)(iv) to (x) hereof; and (b) Sections 173(2)1 and 173(2)2 of the POA.

ARTICLE IV – COVENANTS

4.1 The Municipal Partner's Covenants. The Municipal Partner covenants and agrees, at all times during the Term, that it shall:

- (a) provide full and timely disclosure to defendants in accordance with the law;
- (b) make efforts to advise the family members and other interested parties of significant developments throughout the proceedings in cases that involve a fatality in accordance with the Crown Prosecution Manual;
- (c) only proceed to prosecute a charge where there is a reasonable prospect of conviction and it is in the public interest to do so in accordance with the Crown Prosecution Manual;
- (d) screen all private prosecutions for reasonable prospect of conviction and, when necessary, assume the conduct of the proceedings in order to ensure that they are pursued in the interests of the administration of justice; and
- (e) maintain a reporting protocol to notify the Crown Attorney and the Attorney General of any matter that appears likely to raise a substantive legal issue at trial or appeal, including:
 - (i) an application for judicial review or prerogative writ sought in relation to a prosecution transferred;
 - (ii) any thing that may affect the administration, constitutional validity, or enforceability of a statute or regulation;
 - (iii) any matter where there could be a substantial public interest in its outcome including, but not limited to, where leave to appeal to the Court of Appeal has been granted; and
 - (iv) the anticipated withdrawal or stay of any matter involving a death while using a vehicle, a motorized snow vehicle, or an off-road vehicle under a provincial act;
- (f) as required by the Attorney General, make reasonable efforts to provide workspace for the Attorney General;
- (g) upon request, grant access to its available courtroom technology for such time as required by the Attorney General;
- (h) once informed, adhere to any and all of the Attorney General's intervention policies with respect to the Transferred Prosecutions;
- (i) adhere to all applicable laws;
- (j) provide, at a minimum, the same services and level of service delivery as were provided by the Attorney General with respect to the Transferred Prosecutions; and
- (k) as expeditiously as possible, bring to the attention of the Attorney General any and all matters that may be significant or contentious including, but not limited

to, alleged prosecutorial impropriety, misconduct, and constitutional challenges.

4.2 The Attorney General's Covenants. The Attorney General covenants and agrees, at all times during the Term, that it shall:

- (a) as required by the Municipal Partner, make reasonable efforts to provide workspace for the Municipal Partner; and
- (b) upon request, grant access to its available courtroom technology for such time as required by the Municipal Partner.

ARTICLE V – INDEMNITY AND INSURANCE

5.1 Indemnity from the Municipal Partner. The Municipal Partner shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Municipal Partner or the Municipal Partner's personnel in the course of the performance of the Municipal Partner's obligations under this Agreement or otherwise in connection with this Agreement.

5.2 Municipal Partner's Insurance. The Municipal Partner hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Municipal Partner would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence, Five Million Dollars (\$5,000,000) products and completed operations aggregate. The policy is to include the following:
 - (i) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Municipal Partner's obligations under, or otherwise in connection with, this Agreement;
 - (ii) contractual liability coverage;
 - (iii) cross-liability clause;
 - (iv) employers liability coverage (or compliance with the section below entitled "Proof of WSIA Coverage" is required);

- (v) thirty (30) day written notice of cancellation, termination or material change;
 - (vi) tenants legal liability coverage (if applicable and with applicable sub-limits); and
- (b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this Agreement, in the amount of not less than Five Million Dollars (\$5,000,000) per claim and in the annual aggregate.

5.3 Proof of Insurance. The Municipal Partner shall provide the Attorney General with certificates of insurance, or other proof as may be requested by the Attorney General, that confirms the insurance coverage as provided for in Section 5.2, hereof and renewal replacements on or before the expiry of any such insurance. Upon the request of the Attorney General, a copy of each insurance policy shall be made available to it. The Municipal Partner 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 for the provision of the Transferred Prosecutions.

5.4 Proof of WSIA Coverage. If the Municipal Partner is subject to the WSIA, it shall submit a valid clearance certificate of WSIA coverage to the Attorney General prior to the execution of this Agreement by the Attorney General. In addition, the Municipal Partner shall, from time to time at the request of the Attorney General, provide additional WSIA clearance certificates. The Municipal Partner covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it or its subcontractors, from time to time during the Term, under the WSIA, failing which the Attorney General shall have the right, in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Municipal Partner or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Municipal Partner pursuant to this Agreement together with all costs incurred by the Attorney General in connection therewith.

5.5 Municipal Partner Participation in Proceedings. The Municipal Partner shall, at its expense, to the extent requested by the Attorney General, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Attorney General may elect to participate in or conduct the defence of any such Proceeding by notifying the Municipal Partner in writing of such election without prejudice to any other rights or remedies of the Attorney General under this Agreement, Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating

with the other's counsel. The Municipal Partner shall not enter into any settlement unless it has obtained the prior written approval of the Attorney General. If the Municipal Partner is requested by the Attorney General to participate in or conduct the defence of any such Proceeding, the Attorney General agrees to co-operate with and assist the Municipal Partner to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Attorney General conducts the defence of any such Proceedings, the Municipal Partner agrees to co-operate with and assist the Attorney General to the fullest extent possible in the Proceedings and any related settlement negotiations.

- 5.6 Indemnity from the Attorney General.** Save and except for the indemnification by Ontario in favour of the Municipal Partner as provided for in section 15.2 of the MOU, the wording, scope, effect, and consequence of which shall apply, *mutatis mutandis*, to the provisions and obligations within this Agreement, including but not limited to, those in relation to the Transferred Prosecutions as contemplated hereunder, any express or implied reference in any other document (including subcontracts) as related to the Transferred Prosecutions as contemplated hereunder or to the Attorney General providing any other indemnity or other form of indebtedness or contingent liability that would otherwise directly or indirectly increase the indebtedness or contingent liabilities of the Crown, whether at the time of execution of this Agreement or at any time during its Term, shall be void and of no legal effect.

ARTICLE VI – TERMINATION AND EXPIRY

- 6.1 Termination for Cause.** The Attorney General may immediately terminate this Agreement upon giving notice to the Municipal Partner where there is a breach of this Agreement and such right of termination is in addition to all other rights of termination available at law, or events of termination by operation of law.
- 6.2 Dispute Resolution by Rectification Notice.** Subject to the above section, where the Municipal Partner fails to comply with any of its obligations under this Agreement, the Attorney General may issue a rectification notice to the Municipal Partner setting out the manner and timeframe for rectification. Within seven (7) business days of receipt of that notice, the Municipal Partner shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Attorney General. If the Municipal Partner fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Attorney General may immediately terminate this Agreement. Where the Municipal Partner has been given a prior rectification notice, the same subsequent type of non-compliance by the Municipal Partner shall allow the Attorney General to immediately terminate this Agreement.
- 6.3 Termination on Notice.** The Attorney General reserves the right to terminate this Agreement, without cause, upon ninety (90) days prior notice to the Municipal Partner.

- 6.4 Municipal Partner's Obligations on Termination.** On termination of this Agreement, the Municipal Partner shall, in addition to its other obligations under this Agreement and the applicable laws:
- (a) at the request of the Attorney General, complete the Transferred Prosecutions that are set for sixty (60) days after the termination of this Agreement;
 - (b) provide access and transfer ownership, to the Attorney General, of the Transferred Property;
 - (c) provide the Attorney General with a report detailing a list of the Transferred Prosecutions that are being transferred to the Attorney General;
 - (d) execute such documentation as may be required by the Attorney General to give effect to the termination of this Agreement;
 - (e) comply with any other instructions provided by the Attorney General, including but not limited to, instructions for facilitating the transfer of its obligations to another person;
 - (f) keep the Attorney General informed of any and all matters that are necessary for the Attorney General to ensure the effective ongoing administration of justice during the termination period; and
 - (g) carry out a financial accounting and shall pay to Attorney General any monies owing to the Attorney General, including the Ministry of Finance.
- 6.5 Termination in Addition to Other Rights.** The express rights of termination in this Agreement are in addition to and shall in no way limit any rights or remedies of the Attorney General under this Agreement, at law or in equity.
- 6.6 Attorney General's Rights and Remedies and Municipal Partner's Obligations Not Limited to Agreement.** The express rights and remedies of the Attorney General and obligations of the Municipal Partner set out in this Agreement are in addition to and shall not limit any other rights and remedies available to the Attorney General, or any other obligations of the Municipal Partner at law or in equity.
- 6.7 Municipal Partner's Rights on Termination.** On termination of this Agreement, the Attorney General shall permit the Municipal Partner access to the Transferred Property including, the right to make and keep copies of documents; provided that, the Municipal Partner is named or otherwise becomes a party to any legal proceedings, or is placed on notice that it will be named as a party to a legal proceedings, arising from or in connection with the performance by the Municipal Partner of the Transferred Prosecutions.
- 6.8 Expiry of Agreement.** This Agreement shall expire on the Expiry Date.
- 6.9 Municipal Partner's Responsibility on Expiry.** On the Expiry Date, the Municipal Partner shall, in addition to its other obligations under this Agreement and the applicable laws:

- (a) at the request of the Attorney General, complete the Transferred Prosecutions that are set for sixty (60) days after the Expiry Date;
- (b) provide access and transfer ownership, to the Attorney General, of the Transferred Property;
- (c) provide the Attorney General with a report detailing a list of the Transferred Prosecutions that are being transferred to the Attorney General;
- (d) execute such documentation as may be required by the Attorney General to give effect to the expiry of this Agreement;
- (e) comply with any other instructions provided by the Attorney General, including but not limited to, instructions for facilitating the transfer of its obligations to another person;
- (f) keep the Attorney General informed of any and all matters that are necessary for the Attorney General to ensure the effective ongoing administration of justice; and
- (g) carry out a financial accounting and shall pay to Attorney General any monies owing to the Attorney General, including the Ministry of Finance.

ARTICLE VII – NOTICE

7.1 Notices. Any demand, approval, consent, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, courier or mailed by first class registered mail, prepaid postage or by facsimile transmission, or other verifiable electronic means of communication addressed to the respective parties as follows:

- (a) To the Attorney General:

Ministry of Attorney General
Criminal Law Division
720 Bay St., 9th Floor
Toronto, ON M7A 2S9

Attention: Tammy Browes-Bugden, Director, Strategic Operations and Management Centre (SOMC)

Telephone No.: 416-305-2916
E-mail: Tammy.Browes-Bugden@ontario.ca

- (b) To the Municipal Partner:

Corporation of the
[insert]

Attention: [insert]

Telephone No.: [insert]

E-mail: [insert]

or to such other address or facsimile number as any party may from time to time designate in accordance with this Section. Any communication made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of actual delivery thereof or if such day is not a Business Day, on the first (1st) Business Day thereafter. Any communication made or given by facsimile on a Business Day before 4:00 p.m. shall be conclusively deemed to have been given and received on such Business Day and otherwise shall be conclusively deemed to have been given and received on the first (1st) Business Day following the transmittal thereof. Any communication that is mailed shall be conclusively deemed to have been given and received on the fifth (5th) Business Day following the date of mailing but if, at the time of mailing or within five (5) Business Days thereafter, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any communication shall be delivered or transmitted by any other means provided for in this Section.

ARTICLE VIII – MISCELLANEOUS

- 8.1 Entire Agreement.** This Agreement, including all documents contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, undertakings, representations and understandings. No agreement purporting to amend or modify this Agreement or any document or paper relating thereto or connected herewith is valid and binding unless it is in writing and signed and accepted in writing by the Attorney General and the Municipal Partner.
- 8.2 Assignment.** The Municipal Partner may not assign this Agreement or any of the benefits or obligations hereunder to any person, without the prior written consent of the Attorney General. The Attorney General will have the right at any time to assign this Agreement and any of its rights and obligations hereunder to any person.
- 8.3 Waiver.** The failure or delay by a party in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement, and any course of action on the part of such party, shall not operate as a waiver of any rights of the party unless made in writing by such party. Any waiver by a party shall be effective only in the specific instance and for the purpose for which it is given and shall not constitute a waiver of any other rights and remedies of such party with respect to any other or future non-compliance.

- 8.4 Severability.** Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.
- 8.5 Further Assurances.** Each party will at any time and from time to time, upon the request of the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to evidence, carry out and give full effect to the terms, conditions, intent, and meaning of this Agreement.
- 8.6 Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their successors and their permitted assigns.
- 8.7 Survival.** Sections 5.1, 5.5, 6.4, 6.9, and 8.7 shall survive any termination, expiration, or cancellation of this Agreement.
- 8.8 Counterparts and Execution by Facsimile and Electronic Mail.** This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed copy of this Agreement and each party hereto undertakes to provide each other party hereto with a copy of this Agreement bearing original signatures forthwith upon demand.
- 8.9 Non-Agent.** The Municipal Partner shall have no power or authority to bind the Attorney General or to assume or create any obligation or responsibility, express or implied, on behalf of the Attorney General. The Municipal Partner shall not hold itself out as an agent, partner, or employee of the Attorney General. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the Attorney General and the Municipal Partner or constitute an appointment under the *Public Service of Ontario Act, 2006*, (Ontario).
- 8.10 Confidentiality.** The parties acknowledge that personal information, as defined under the *Freedom of Information and Protection of Privacy Act* (Ontario) and the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), will be disclosed and exchanged between the parties hereto and that such disclosure and exchange is authorized under the such acts.
- 8.11 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[The remainder of this page is intentionally left blank; Signature page to follow.]

IN WITNESS HEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE
ATTORNEY GENERAL**

Susan Kyle,
Assistant Deputy Attorney General,
Criminal Law Division

CORPORATION OF THE

Name:
Title

Name:
Title

I/We have the authority to bind the corporation.