

John Mascarin
Direct: 416.865.7721
E-mail: jmascarin@airdberlis.com

September 27, 2023

Elana Arthurs
Chief Administrative Officer
The Corporation of The Township of Douro-Dummer
894 South Street, P.O. Box 92
Warsaw, ON K0L 3A0

Dear Ms. Arthurs:

Re: General Legal Services – Extension of Agreement

This is to acknowledge that the Corporation of the Township of Douro-Dummer (the “Township”) has extended the current agreement effective on the same terms and conditions, and with personnel and professional rates as set out in Appendix “A”.

The term of the extension is one (1) year (until August 31, 2024), and our hourly rates will remain fixed for this period. The Township has the option to renew this agreement for one (1) successive one (1) year period prior to the expiry of the extended term subject to an adjustment of personnel and professional rates for the extension period.

This retainer letter incorporates our updated standard service terms, which are attached as Appendix “B”.

If you have any questions or comments or wish to supplement our instructions in any way or otherwise confer with us, please do not hesitate to call me. Otherwise, please sign and return the enclosed copy of this letter. We greatly value being the legal services provider to the Township and look forward to working with you once again.

Yours truly,

AIRD & BERLIS LLP

John Mascarin

AGREED this ____ day of September, 2023

THE CORPORATION OF THE TOWNSHIP OF
DOURO-DUMMER

Elana Arthurs
Chief Administrative Officer

I have the authority to bind the corporation.

SCHEDULE "A"

Professional Rates:

Lawyer, Title, Year of Call	Hourly Rate
General Municipal Law, Municipal Finance, Tax and Assessment	
John Mascarin, Partner, 1989	\$825.00
Meaghan Barrett, Partner, 2016	\$515.00
Laura Dean, Partner, 2015	\$550.00
Ajay Gajaria, Partner, 2013	\$595.00
John Pappas, Associate, 2020	\$395.00
Municipal Planning	
Meaghan Barrett, Partner, 2016	\$515.00
Laura Dean, Partner, 2015	\$550.00
Jasmine Fraser, Associate, 2020	\$425.00
Patrick Harrington, Partner, 2005	\$750.00
Matthew Helfand, Associate, 2019	\$425.00
Naomi Mares, Associate, 2018	\$450.00
General Civil Litigation	
Brian Chung, Partner, 2014	\$575.00
Codie Mitchell, Associate, 2020	\$395.00
Danielle Muise, Partner, 2016	\$515.00
David Reiter, Partner, 2000	\$675.00
Real Estate and Construction Law	
Daniella Guzzi, Associate, 2021	\$375.00
Peter Dalglish, Associate, 2021	\$375.00
Ken Pimentel, Partner, 2011	\$650.00
Alexandra Raponi, Associate, 2010	\$515.00
Paul Jachymek, Partner, 2003	\$650.00
Other	
Land Use Planners	\$290-\$465
Law Clerks	Varies
Articling Students	\$315.00
Conveyancers	\$265.00

Notes:

1. The foregoing rates will be reviewed and adjusted annually.
2. The foregoing rates do not include taxes or disbursements.

Disbursements:	Photocopies/Printing:	\$0.10/page
	Mileage:	\$0.58/km

Filing, courier, parking charges, accommodation, meals and other such costs will be included in Aird & Berlis' detailed invoice at the actual amount paid to a third party.

SCHEDULE "B"

Aird & Berlis LLP Standard Terms for All Client Matters

1. These standard terms apply to any matter, including any subsequent retainer, for which you engage Aird & Berlis LLP (we, us, Aird & Berlis or the Firm) to provide legal services, subject to any other terms that may be agreed in writing in an engagement letter. They apply whether you are an individual or an organization. Where these standard terms conflict with the terms of an engagement letter, those latter terms will prevail. Paragraphs 22-32 do not apply to a retainer where we act *pro bono*.
2. The terms of your retainer, including these standard terms, our hourly rate information and any engagement letter, are confidential.

Your Aird & Berlis Team

3. One or more Aird & Berlis partners will have primary responsibility for supervising all legal work we undertake for you. A matter is normally assigned to one or two lawyers of the Firm, who may request others to assist from time to time. The partner with primary responsibility will determine the appropriate additional staffing for each matter and whether it is appropriate to consult with other Firm lawyers and professionals in highly specialized areas of law. Lawyers and other professionals will be assigned to assist on the basis of their experience and expertise, the nature and scope of the issues, and the applicable time constraints. We will make every effort to assign professionals at the appropriate level of skill and hourly rate. We would be pleased to discuss the staffing of any matter with you.

Scope of our Engagement

4. Our lawyers are qualified to provide advice only on Canadian law and cannot give advice on foreign law. Where appropriate, and with your consent, we may retain local counsel in other jurisdictions. We cannot accept instructions which are in conflict with legal professionals' duties to the court, other lawyers or the public, as set out in the *Rules of Professional Conduct* of the Law Society of Ontario. Any issues in this regard will be reviewed with you as necessary by the partner primarily responsible for your matter.
5. We will express opinions concerning your matter and various potential courses of action as well as the results that may be anticipated. The Firm does not, however, make any promises or give any guarantees as to the disposition of any particular matter. The opinions we express are opinions as lawyers and not an assurance of any particular outcome.
6. While we will provide legal services with a view to helping you achieve your financial and business objectives, you should rely on your internal experts or other advisors for financial and business advice.
7. We will not advise you in respect of the tax aspects of a matter unless it is specifically agreed in writing that such tax advice will be included in the matter.

8. We rely on you to provide full disclosure of all facts and circumstances relevant to your matter, respond fairly to all questions and provide reasonable and prompt instructions when requested. As information changes, or requires clarification, or unforeseen events arise, consequential changes to your legal team, our advice, our fees and timelines for completion of your matter may be required. We are not responsible for any loss or damage, or costs or expenses, that you may suffer or incur as a result of the inaccuracy or incompleteness of instructions that you have provided or that are purportedly given by you or on your behalf.
9. We are required to carry out measures to prevent money-laundering and terrorist financing, including identification and verification of our clients. Where the client is an organization, we may need to identify and verify its beneficial owners, directors or other controllers. We may also be required to obtain information on other matters, including the source of funds. You will notify us of any material changes to the information you have provided in this regard.
10. Where our client is an organization, we will accept instructions from anyone within the organization who has apparent authority in connection with a particular matter, unless otherwise instructed. Where our client is an individual, we will accept instructions from that individual only, unless otherwise instructed.
11. In acting for you, we are not acting for, or taking on any responsibilities, obligations or duties, to any other persons or entities (such as company shareholders, directors or officers, parent, subsidiaries, affiliates, partners, joint venturers or fellow members of a trade association or other organization), and no lawyer-client or other relationship exists or will exist between Aird & Berlis and any such related persons or entities by reason of our acting for you.
12. Certain federal, provincial and foreign laws and/or regulations require taxpayers, advisors and other persons to disclose to a tax authority information in respect of certain transactions or other matters. These laws and regulations may require a disclosure to be made by Aird & Berlis. We will co-operate with each other with respect to assessing the need to and/or making any required disclosure by either party. You will provide to us (or instruct to be provided to us) any planning memorandum, instruction or other document prepared by you or by any other advisor that relates to any matter relating to the engagement contemplated herein. If we believe that Aird & Berlis is required to make such disclosure, we will make the disclosure. Such disclosure will include all information required by law to be reported, which may include confidential information but excludes information that is reasonable to believe is subject to solicitor-client privilege. Where either you or we are required to make such a disclosure, the party, where practicable, will share that disclosure with the other party before it is made to the relevant tax authority. We will charge for our time incurred to assess any disclosure obligations and on the preparation of any required disclosure at our standard hourly rates. For greater certainty, unless the engagement herein itself pertains specifically to an assessment of your or any other person's obligation or potential obligation to make any such disclosure, any estimate provided by us in connection with the engagement contemplated herein or any fee arrangement agreed upon between you and Aird & Berlis in connection with the engagement contemplated herein does not and shall not include our time and the associated costs in assessing the extent to which any such disclosure (whether by you, us or any other person) is required or in preparing and making any required disclosure.

Your Confidential Information

13. As lawyers, we are governed by the rules of the Law Society of Ontario, legislation and the common law regarding client confidentiality and privilege. We will maintain your privilege and the confidentiality of your information in accordance with our professional obligations. You should exercise caution in communicating confidential or other information which may be subject to privilege; privilege may be lost where inadequate measures are taken to prevent unauthorized access to this information.
14. We may retain your file documents and other information in electronic format only, unless otherwise required by law or instructed by you in writing. Where we hold hard-copy documents on your behalf for safe storage purposes, we may charge for such storage according to the volume of material and period of storage, and may require appropriate insurance coverage at your expense. If we retrieve hard-copy documents from storage, we may charge based on time spent for retrieval and copying, and for any review of the contents of the file you have asked us to undertake. We may destroy files and documents related to completed transactions or business 15 years or more after the date on which the file was closed. Original documents held by us will not be destroyed. We will seek your instruction at the close of any matter on which documents should be returned to you.
15. We use computer programs to offer our clients effective and efficient service. These programs are third-party programs, and hosted either onsite at Aird & Berlis or remotely by a third party or in a cloud environment. We use industry-standard protection and contractual measures with these third parties to protect the information collected, stored or processed through their programs. No environment (online or offline) is 100% secure and third-party intrusions, unauthorized access and data breaches (collectively, unauthorized access) can happen. The limit of our aggregate liability to you for any claim arising out of any and all unauthorized access involving the computer systems and programs that we use is \$10,000.
16. Where a material matter is concluded, you agree to allow us to disclose that we represented you and to post summary public information about the matter on our website, in social media and other Firm publications and promotional material, and to provide this information to rankings services and legal publications, unless the matter should remain confidential.
17. The provision of legal services usually results in the creation and use of specific documents. Subject to the obligations imposed by solicitor-client privilege, we retain the copyright and any other intellectual property rights in all documents prepared or used in the conduct of any matter on your behalf which are authored, in whole or part, by the lawyers, other professionals, law students, law clerks or other employees of the Firm.

How We Manage Conflicts

18. It is possible that an adverse relationship may exist, or may develop in the future, between you and another of our clients.

19. In retaining us, you agree that we may represent other clients (some of which may be engaged in business activities which compete with yours) on matters that may be considered adverse to you or your interests, so long as we have not been engaged by you on the specific matter for which the other client seeks representation. Where we are permitted to do so, we will advise you of such issues when they arise. You will not assert our representation of you as grounds for disqualifying us from representing another client in any such matter.
20. We have policies and procedures in place for the creation and maintenance of “ethical walls”, when required, between members of Aird & Berlis and clients whose matters may be adverse in interest. The intent of these policies and procedures is to ensure that your confidential information will not be disclosed to or used for the benefit of any other client without your consent in writing. We may ask for your consent if you and another party retain us jointly on a matter.
21. You should feel free to obtain independent legal advice as to the implications of your agreement to these terms.

Fees, Disbursements and Transfers

22. Our fees are generally based on the time spent by lawyers and others on a matter, and are charged at hourly rates. Time is charged in increments of one-tenth of an hour (minimum of one-tenth of an hour). Hourly rates are adjusted periodically (typically in January) to reflect the experience, capability and seniority of our professionals and staff, as well as general economic factors. At your request, the responsible partner will provide you with more specific information about our rates. Our hourly rate information is confidential information of the Firm, disclosed to you solely for the purposes of the engagement to provide you with legal services. You will not
 - (a) use the information for any other purpose, or
 - (b) disclose the information to any third party without the Firm’s prior written consent.
23. Although the time spent on a matter is a significant factor in determining our fees, other factors may affect the total, including
 - (a) the amount at issue in the matter,
 - (b) particularly favourable results obtained,
 - (c) time limitations imposed by you or by the circumstances of the matter, and
 - (d) whether working on the matter will preclude or limit us from rendering services to other clients.

Our fees are for the services provided and will not be affected by the fact that a particular transaction is not completed.

24. We require clients to pay a monetary retainer on account of fees and disbursements. This money is kept in a trust account, and is used for disbursements as they are incurred and applied to payment of fees when the final account is rendered. The amount of the retainer will vary with the nature and complexity of the matter. Additional retainers may be required from time to time as the matter progresses, in order to cover the fees and disbursements for the next phase of the legal services to be rendered.
25. In some circumstances, we may require the principals or shareholders of an organization or an individual to provide a personal guarantee to ensure that our account is paid.
26. We expect that all invoices will be paid within 30 days. You have 31 days from delivery of our invoice to question any item referred to in the invoice, after which time the invoice will be deemed accepted as accurate, due and owing. After that time, interest will be charged at the applicable rate disclosed in the invoice, subject to the *Solicitors Act*. Any matter which has an invoice outstanding for more than 90 days will be rendered inactive, and no more work can be done on any matter for which you are responsible for payment until all invoices are current. We will notify you if your account is not kept current. Where your account is delinquent, we will be entitled to terminate our engagement and pursue collection, in which case you agree to pay the costs of collection, including court costs and reasonable legal fees. Where our withdrawal from our engagement requires the approval of a court, you will consent to the Firm's application for approval to withdraw.
27. You will be responsible for payment of the fees and disbursements of:
 - (a) any other law firms retained by us on your behalf to provide advice on the laws of other jurisdictions, and
 - (b) experts, consultants or other third-party service providers retained by us on your behalf, including cloud data storage and processing fees related to e-discovery.
28. We will charge you our applicable rates to hold or maintain corporate, real estate, estate or similar registers, records or regulatory materials on your behalf in relation to our retainer or an engagement. We will return such records to you at your request, provided all outstanding fees and disbursements have been paid.
29. Where you instruct us to bill a third party for its services, you will be responsible for any amount of our invoice which is not paid by the third party.
30. You have the right to have your invoices from us assessed under the *Solicitors Act*.
31. Accounts for legal services in Canada are subject to Harmonized Sales Tax.
32. You are strongly encouraged to make payments and other transfers of funds by wire transfer, as electronic funds transfers (ETFs), bank drafts and certified cheques may be recalled or cancelled. Where funds are transferred by ETF, bank draft or certified cheque, you will indemnify us in the event that the payment instrument is recalled or cancelled.

Privacy

33. In the course of acting for you, you may disclose to us (and we may collect, use and disclose) personal information that is subject to applicable privacy laws. Our handling of personal information is set out in our privacy policy, which can be found at www.airdberlis.com, or by contacting a member of your legal service team. We will collect, use or disclose that personal information for the sole purpose of providing our services to you, enforcing your or our rights or otherwise as required or permitted by law.

Electronic Communications

34. We will communicate with you and provide documents through various forms of electronic communications, including unencrypted e-mail. You may also correspond or provide documents to us through electronic means. Those electronic communications may contain information or documents that are confidential or privileged, unless you instruct us in writing not to send such information or documents electronically.

Our invoices may be sent to you in electronic or paper format; if electronic, we will e-mail them to you at the address you have provided, unless otherwise instructed in writing.

35. As noted, electronic communication is not 100% secure and you should exercise caution in communicating confidential information by electronic means. Inadvertent disclosure of such information may put your solicitor-client privilege at risk. There is a risk that any electronic communications may be intercepted or interfered with by third parties or may contain computer viruses. We employ filtering techniques (e.g., anti-spam software) which might interfere with the timely delivery of electronic communications. We will not be responsible to you, your clients or your agents for any claims, damages, expenses or legal costs (collectively, claims) arising directly or indirectly from or related to computer viruses or any interception or interference, delay or non-delivery, of an electronic communication, including claims caused by the acts or omissions of third parties, or as a result of our use of any third-party process or platform you have mandated under this retainer.
36. You will promptly report to us any concerns about the authenticity or timing of any electronic communication purportedly sent by us.

Termination

37. You may terminate an engagement or our retainer to provide legal services for any reason on written notice to us. On termination, all unpaid legal fees and disbursements become immediately due and payable, whether or not an invoice for them has been issued. Unpaid legal fees and disbursements may give rise to a solicitor's lien, entitling us to retain documents of yours until we are paid. At our request, you will sign an acknowledgment that our legal representation of you is terminated
38. We may stop performing legal services and terminate our legal representation of you for any reason permitted by the rules of the Law Society of Ontario, including unanticipated conflicts of interest or unpaid legal fees and disbursements.

39. Unless previously terminated, our engagement by you on a matter will cease on issuance of our final invoice for services on the matter. If, on the termination or completion of a matter, you wish to have any documentation returned, please advise us in writing. Otherwise, any documentation that you have provided to us and our work product relating to the engagement will be dealt with in accordance with our records retention policies. We generally retain closed files for ten years, unless there is a specific reason for a longer retention period based on the nature of the matter or the client's requests. We may charge you for review of the file before it is returned to you or transferred to another law firm or lawyer.
40. Following termination or completion of a matter, changes may occur in applicable laws or regulations or their interpretation that could affect your current or future rights, obligations and liabilities. We have no continuing obligation to advise you with respect to such future legal developments, unless we are specifically engaged in writing to do so.

Governing Law

41. The terms of our engagement by you, including these standard terms, will be governed by the laws of Ontario.

For More Information

42. We may amend these standard terms from time to time to reflect changes in the law, in particular the Law Society of Ontario's *Rules of Professional Conduct*, or changes in how we deliver services to our clients.
43. Your relationship partners would be pleased to answer any questions or to discuss any concerns you may have about the terms of the engagement or the Firm's services.

August 2023

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