

AGENDA
UNITED COUNTIES OF STORMONT, DUNDAS & GLENGARRY
Suite 321 26 Pitt St Cornwall ON
Monday, August 23, 2021 9:00 AM

	Page	Link to Strategic Priorities (if any)
1. Call Meeting to Order by Resolution		
2. Adoption of Agenda		
a) Additions, Deletions or Amendments All matters listed under Consent Agenda, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.		
3. Disclosure of Pecuniary Interest and General Nature Thereof		
4. Adoption of Minutes		
a) July 19 & August 4, 2021	5 - 14	
5. Delegations		
6. Action Requests		
a) Corporate Services		
b) Financial Services		
i. Administrative Assistant Court Services Division Action Request FS	15 - 18	1
c) Transportation		
d) Planning		
i. Community Planner Job Description and Recruitment Process	19 - 24	1

[Action Request PS](#)

- e) **Court Services**
- f) **County Library**
- g) **IT Services**
- 7. Tenders and Quotations**
- 8. By-laws**
 - a) [ICIP Funding - Warden's House](#) 25 - 84 4
[Action Request TS](#)
 - b) [South Glengarry and Rogers VoIP Agreements](#) 85 - 93 1
[Action Request ITS](#)
- 9. Consent Agenda**
 - a) [Monthly Activity Summaries](#) 94 - 101
[Action Recommended:](#)
[That Council receive and file for information purposes.](#)
 - b) [Monthly Financial Summary](#) 102
[Action recommended:](#)
[That Council receive and file for information purposes.](#)
 - c) [Perth County](#) 103 - 104
[Resolution - MPAC](#)
[Action Recommended:](#)
[That Council receive and file for information purposes.](#)
 - d) [Northumberland County](#) 105
[Resolution - Bill 177, Stronger, Fairer Ontario Act](#)
[Action Recommended:](#)
[That Council receive and file for information purposes.](#)
 - e) [City of Woodstock](#) 106 - 107
[Resolution - Affordable Housing in Canada](#)
[Action Recommended:](#)
[That Council receive and file for information purposes.](#)
- 10. Boards and Committees**

- a) Council Representatives
 - Joint Liaison Committee - Jamie MacDonald, Steven Byvelds, Allan Armstrong, Bryan McGillis
 - Library Board - Lyle Warden, Tony Fraser, Frank Landry, David Smith
 - Police Services Board - Jim Wert, Bryan McGillis
 - Eastern Ontario Health Unit - Carma Williams, Kirsten Gardner
 - Glen Stor Dun Lodge - Steven Byvelds, Lyle Warden
 - Cornwall and Area Housing - David Smith, Jim Wert
 - St. Lawrence River Institute - Kirsten Gardner
 - Raisin-South Nation Source Water Protection - Carma Williams
 - Municipal Advisory, Algonquin Land Claim - Tony Fraser
 - Eastern Ontario Agri-Food Network - Carma Williams
 - Regional Emergency Response Council - Carma Williams

11. Key Information

- a) [FINANCIAL SERVICES - 2022 Budget Meeting Dates](#) 108
- b) [TRANSPORTATION SERVICES - Entrances in St. Andrews West Construction](#) 109 - 123
- c) [TRANSPORTATION SERVICES - Road Tour](#) 124
- d) [TRANSPORTATION SERVICES - Updated Flag Policy](#) 125 - 129
- e) [TRANSPORTATION SERVICES - Warden's House Renovations – August Update](#) 130 - 131
- f) [TRANSPORTATION SERVICES - McPhee Bridge Progress Report](#) 132 - 133
- g) [TRANSPORTATION SERVICES - County Plow Fleet](#) 134 - 135

12. Motions and Notices of Motions

13. Petitions

14. Miscellaneous Business

15. Unfinished Business Summary

16. Closed Session

- a) Pursuant to Section 239 (2)(f) of the Municipal Act, 2001 - advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
 - Official Plan Appeal
 - By-Law Enforcement Matter

17. Ratification By-law

- a) [By-Law No. 5311](#)

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18. Adjournment by Resolution

MINUTES

A meeting of the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry was held in Council Chambers at 9:00 a.m., July 19, 2021 with Warden Armstrong in the Chair.

Present: Warden Armstrong
Councillors: Byvelde, Fraser, Landry,
Smith, Warden, Wert, Williams
Alternate: Jaworski
CAO: Simpson
Clerk: Casselman

1. Call Meeting to Order by Resolution
Resolution No. 2021-155

Moved by Councillor Smith
Seconded by Councillor Fraser

THAT the meeting of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.
CARRIED

2. Adoption of Agenda
Resolution No. 2021-156

Moved by Councillor Fraser
Seconded by Councillor Williams

THAT Council approve the agenda, as amended.
CARRIED

The agenda was amended by removing the Township of South Glengarry Unified Bell Times resolution from the Consent Agenda, for discussion.

3. Disclosure of Pecuniary Interest and General Nature Thereof
4. Adoption of Minutes

Resolution No. 2021-157

Moved by Councillor Wert
Seconded by Councillor Fraser

THAT the minutes of the meeting, including the in-camera minutes, of the Council of the United Counties of Stormont, Dundas and Glengarry, held June 21, 2021, be adopted as circulated.
CARRIED

5. Delegations

6. Action Requests

a) Corporate Services

Resolution No. 2021-158

Moved by Councillor Williams

Seconded by Councillor Landry

THAT the Council of the United Counties of Stormont, Dundas and Glengarry authorizes the transfer of \$50,000 from the Working Reserve to a new reserve fund entitled "Digitization Reserve", said funds to be used to complete the digitization of the remaining County newspaper and Lost Villages collections; and

That Council extend the current arrangement with Image Advantage Ltd. to digitize the remaining pages/photos for \$0.85 per page; and

That the CAO and Director of Financial Services/Treasurer be authorized to approve expenditures from the Digitization Reserve fund as required from time to time and shall include a report with the annual budget outlining expenditures made during the preceding year.

CARRIED

Resolution No. 2021-159

Moved by Councillor Williams

Seconded by Councillor Landry

THAT the Council of the United Counties of Stormont, Dundas and Glengarry approve funding under the SDG Regional Incentives Program in the total amount of \$104,015 for the following five projects:

- (1) Cannamore Orchards, Township of North Dundas (\$8,775.00);
- (2) Heritage Health & Spa, Township of North Dundas (\$24,475.00);
- (3) Tranquility Acres, Township of North Glengarry (\$50,000);
- (4) Henderson Abbatoir (2833017 Ontario Inc.), Municipality of South Dundas (\$20,000); and
- (5) Upper Canada Veterinary Services, Township of North Dundas (\$765).

CARRIED

b) Resolution No. 2021-160

Moved by Councillor Wert
Seconded by Councillor Smith

THAT the Council of the United Counties of Stormont, Dundas and Glengarry ratify and confirm the following appointments:

1. Councillor Smith, Library Board
2. Councillor Gardner, Eastern Ontario Health Unit Board of Health
3. Councillor McGillis, Joint Liaison Committee (appointment until December 2021).

CARRIED

c) Financial Services

d) Transportation

Resolution No. 2021-161

Moved by Councillor Fraser
Seconded by Councillor Byvelde

THAT the Council of the United Counties of Stormont, Dundas and Glengarry approve a setback of 10.1m from the centreline of County Road 16, Brinston, to facilitate the construction of a portico addition to the front of the existing building located at 4147 County Road 16, and authorize the Director of Transportation to issue a setback permit to recognize the same.

CARRIED

e) Planning

f) Court Services

g) County Library

h) IT Services

7. Tenders and Quotations

Resolution No. 2021-162

Moved by Councillor Landry
Seconded by Councillor Smith

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Clearwater Structures Inc. for storm sewer lining for \$75,368.00 plus HST and authorize the Director of Transportation Services to sign all necessary documents to give effect to the contract.

CARRIED

Resolution No. 2021-163

Moved by Councillor Landry
Seconded by Councillor Williams

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Cornwall Gravel Company Ltd. for the rehabilitation of County Road

8 at their unit prices totaling \$449,680 plus H.S.T.; AND THAT the Director of Transportation Services be authorized to sign all necessary documents to give effect to the contract.

CARRIED

Resolution No. 2021-164

Moved by Alternate Jaworski
Seconded by Councillor Byvelds

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the joint proposal from DiCAN Inc. to provide Automatic Vehicle Locater Services.

The joint proposal includes the following:

United Counties of SDG

Annual subscription fee of \$24,600 plus hardware and installation costs;

Township of South Stormont;

Annual subscription fee of \$9,384, plus hardware and installation costs;

Township of North Glengarry;

Annual subscription fee of \$15,600 plus hardware and installation costs;

Township of South Glengarry;

Annual subscription fee of \$11,820 plus hardware and installation costs;

Municipality of South Dundas;

Annual subscription fee of \$11,244 plus hardware and installation costs;

AND THAT the Director of Transportation Services be authorized to sign all necessary documents to give effect to the purchase.

CARRIED

Resolution No. 2021-165

Moved by Councillor Smith
Seconded by Alternate Jaworski

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Cornwall Gravel Company Ltd. for the reconstruction of County Road 18 in Martintown at their unit prices totaling \$634,486 plus H.S.T.;

AND THAT the Director of Transportation Services be authorized to sign all necessary documents to give effect to the contract.

CARRIED

Resolution No. 2021-166

Moved by Councillor Wert

Seconded by Councillor Williams

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Coco Paving Inc. for the thin lift paving at the County Patrol yards and hot mix paving on SDG 18 in St. Andrews West (urban area) at their unit prices totaling \$572,024.00 plus H.S.T.,

AND THAT the Director of Transportation Services be authorized to sign all necessary documents to give effect to the contract

CARRIED

Resolution No. 2021-167

Moved by Councillor Landry

Seconded by Alternate Jaworski

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Ontower Inc. for the demolition and supply of a new two-way radio tower at the total price of \$198,225.40 plus H.S.T.;

AND THAT Council accept the tender from Five9 Solutions Inc. for two-way radio equipment at their unit prices totalling \$111,992.00 plus H.S.T.;

AND THAT the Director of Transportation Services be authorized to sign all necessary documents to give effect to the contracts.

CARRIED

8. By-laws

Resolution No. 2021-168

Moved by Councillor Warden

Seconded by Councillor Smith

THAT By-law No. 5303, being a bylaw to authorize an agreement between the United Counties of Stormont, Dundas and Glengarry and Bell Canada to provide landline services, be read and passed in open Council, signed and sealed.

CARRIED

Council took a brief recess at 10:16 a.m. The meeting resumed at 10:28 a.m.

Resolution No. 2021-169

Moved by Councillor Warden

Seconded by Councillor Williams

THAT Council proceed in-camera pursuant to Section 239 (2) (f) of the *Municipal Act, 2001* – advice that is subject to solicitor-client privilege, including communications necessary for that purpose: Updated Sign By-Law

CARRIED

Resolution No. 2021-170

Moved by Alternate Jaworski
Seconded by Councillor Landry

THAT Council now rise and reconvene in Open Session.

CARRIED

Resolution No. 2021-171

Moved by Alternate Jaworski
Seconded by Councillor Warden

THAT By-law No. 5304, being a By-law to regulate the location, size and operation of signage within and adjacent to the County Right-of-Way, as amended to change the reference in section 2.4 c) from 10:00 p.m. to 8:00 p.m.; and 2.4 d) from 10:00 p.m. to 8:00 p.m., if applicable, be read and passed in Open Council, signed and sealed.

CARRIED

Resolution No. 2021-172

Moved by Councillor Landry
Seconded by Councillor Byvelde

THAT By-law No. 5305 being a by-law to adopt Official Plan Amendment No. 7 to the Official Plan of the United Counties of Stormont, Dundas and Glengarry, be read and passed in Open Council, signed and sealed.

CARRIED

9. Consent Agenda

Resolution No. 2021-173

Moved by Councillor Warden
Seconded by Alternate Jaworski

THAT all items listed under the Consent Agenda section of the Agenda be approved as recommended.

CARRIED

Consent Agenda item e) was discussed and the following motion was put forward:

Resolution No. 2021-174

Moved by Councillor Warden
Seconded by Alternate Jaworski

THAT the Council of the United Counties of Stormont, Dundas and Glengarry supports the Township of South Glengarry's resolution regarding unified bell times and urges the Upper Canada District School Board to provide the Parent Councils with the information requested.

CARRIED

10. Boards and Committees

Various members of Council provided updates on Committee meetings and activities.

11. Key Information

Director of Corporate Services/Clerk Casselman spoke to scheduling a Committee of the Whole meeting in September. Council decided on scheduling a Committee of the Whole meeting for Wednesday, September 29, 2021 at 9:00 a.m.

Director of Financial Services Russell provided information on 2022 Budget meeting dates.

Resolution No. 2021-175

Moved by Councillor Warden
Seconded by Councillor Wert

THAT staff be directed to prepare the 2022 budget for deliberation on December 8, 2021.

CARRIED

Director of Financial Services Russell provided information on the implementation plan for the Service Delivery Review for Court and Financial Services.

Director of Transportation Services de Haan provided information on the use of additional gas tax funds.

Director of Transportation Services de Haan provided information on the trial roadside pollinator patch initiative and options moving forward.

Resolution No. 2021-176

Moved by Councillor Warden
Seconded by Councillor Wert

THAT staff be directed to prioritize future pollinator sites in locations that do not conflict with roadside mowing or spraying and report back to Council on this matter at a future meeting with options moving forward.

CARRIED

Manager of Infrastructure Jans provided an update on 2021 projects currently underway.

Director of Planning Services Young provided an update on recent land use planning legislative and regulatory changes.

12. Motions and Notices of Motions

13. Petitions

14. Miscellaneous Business

15. Unfinished Business Summary

16. Closed Session

Resolution No. 2021-177

Moved by Councillor Warden
Seconded by Councillor Landry

THAT Council proceed in Camera pursuant to Section 239 (2) (f) of the *Municipal Act, 2001* - advice that is subject to solicitor-client privilege, including communications necessary for that purpose: Official Plan Appeal
CARRIED

Resolution No. 2021-178

Moved by Councillor Landry
Seconded by Councillor Warden

THAT Council now rise and reconvene without reporting.
CARRIED

17. Ratification By-law

Resolution No. 2021-179

Moved by Councillor Byvelds
Seconded by Alternate Jaworski

THAT By-Law No. 5306, being a by-law to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed.
CARRIED

18. Adjournment by Resolution

Resolution No. 2021-180

Moved by Councillor Byvelds
Seconded by Councillor Landry

THAT Council adjourn to the call of the chair.
CARRIED

Warden

Clerk

MINUTES

A virtual special meeting of the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry was held at 8:00 a.m. on August 4, 2021 with Warden Armstrong in the Chair.

Present: Warden Armstrong

Councillors: Byvelds, Fraser, Gardner, Landry,
MacDonald, McGillis, Smith, Warden, Williams
CAO: Simpson
Clerk: Casselman

1. Call Meeting to Order by Resolution
Resolution No. 2021-181

Moved by Councillor Fraser
Seconded by Councillor McGillis

THAT the Special meeting of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.
CARRIED

Roll call was taken by the Clerk.

2. Adoption of Agenda
Resolution No. 2021-182

Moved by Councillor Williams
Seconded by Councillor Landry

THAT Council approve the agenda.
CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Agenda Items

- 4.1 Transportation Services Action Request – Approve Change Order, County Road 8
Resolution No. 2021-183

Moved by Councillor Byvelds
Seconded by Councillor Williams

THAT the Council of the United Counties of Stormont, Dundas and Glengarry authorize the Director of Transportation Services to approve a change order to extend the paving on County Road 8 and replace two cross culverts for unit prices totaling \$628,351.25 plus HST under the County Road 8 Rehabilitation Project.
CARRIED

5. Ratification By-law
Resolution No. 2021-184

Moved by Councillor MacDonald
Seconded by Councillor Smith

THAT By-Law No. 5307, being a by-law to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed.

CARRIED

6. Adjournment by Resolution
Resolution No. 2021-185

Moved by Councillor Gardner
Seconded by Councillor Warden

THAT Council adjourn to the call of the chair.

CARRIED

Warden

Clerk



**UNITED COUNTIES OF
STORMONT, DUNDAS & GLENGARRY**

ACTION REQUEST – FS	
To:	Warden and Members of Council
Date of Meeting:	August 23, 2021
Subject:	Administrative Assistant Court Services Division

RECOMMENDATIONS:

THAT the Council of the United Counties of Stormont, Dundas and Glengarry approve the attached Administrative Assistant - Court Services Division job description and its placement on the Salary Grid at Job Class 3; and

THAT the Director of Financial Services be authorized to begin recruitment and amend pertinent documents to reflect this change, including Schedule “A” to By-law No. 5038 (Salary Grid), organizational charts, and any other documents as deemed necessary.

EXECUTIVE SUMMARY:

As part of the Service Delivery Review of the Financial Services Department, a recommendation was made by KPMG to designate a permanent full-time position for public reception in Court Services. Currently, this position is shared among the Court Service Representatives (CSR’s).

To improve the level of service to customers, as well as create efficiencies for all County departments, it is recommended that the position be approved.

BACKGROUND:

KPMG conducted a service delivery review of the Financial Services Department in the spring of this year. The report outlined opportunities for efficiencies, levels of service, modernization and staffing levels.

Currently, reception duties are shared amongst the Court Service Representatives who are operating at full capacity as they are also responsible for court monitoring, etc. With the introduction of audio and zoom court, there is now a need to have two CSR’s available inside the courtroom to sufficiently address the needs of the Judiciary, defendants, crown and prosecution.

The new position would meet the growing demands of court, public service, as well as providing reception support and assistance to all SDG County departments. The position falls within the current budget and is filling an existing vacancy.

OPTIONS AND DISCUSSION:

1. **Approve the Administrative Assistant – Court Services position.** This option would improve service delivery to the public and County departments. This option is recommended.
2. **Do not approve the position.** This option would not align with the recommendations from the service delivery review and is not recommended.

FINANCIAL ANALYSIS:

There is no financial impact as this is a budgeted position and will not result in additional staffing.

LOCAL MUNICIPAL IMPACT:

There is no impact to local municipalities.

RELEVANCE TO STRATEGIC PRIORITIES:

Service Delivery

OTHERS CONSULTED:

Chief Administrative Officer
Manager of Court Services

ATTACHMENTS:

Job Description - Administrative Assistant – Court Services Division

RECOMMENDED BY:



Rebecca Russell
Director of Finance

REVIEWED & APPROVED BY:



T.J. Simpson, CAO

POSITION DESCRIPTION**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**

Title: Administrative Assistant – Court Services Division	Reports to: Manager of Court Services
Department: Financial Services	Job Class: 3
Date Approved: August 2021	Revised:

POSITION PROFILE:

The Administrative Assistant - Court Services Division performs a wide variety of administrative/reception duties in the Court Services Division of the Financial Services Department, as well as general clerical, cashier and reception services for the County Administration Building.

KEY DUTIES/RESPONSIBILITIES/ACTIVITIES

Perform general clerical, cashier and reception services for the County Administration Building. Provide assistance to building visitors within established building safety protocols.

Retrieve required data from the Integrated Court Offence Network (ICON) and the Court Administrative Management System (CAMS) collections software to respond to requests and inquiries from legal professionals and general public.

Process tickets and information received from various enforcement agencies.

Respond to or distribute communications received.

Collect fine revenue and data input of charges utilizing the ICON system and CAMS software.

Receive and review Provincial Offence Notices for accuracy and perform data entry of offence particulars into the Provincial Offences ICON computer system for Part III Informations. Process Part I tickets received and upload to the secured keying agency when required.

Balance cashier transactions and prepare bank deposits as required.

Process Extensions of Time to Pay, updating ICON and CAMS as required.

Respond to requests and inquiries from the general public verbally, digitally and in writing.

Provide support to other County departments.

Other duties as assigned from time to time.

Follow all Health & Safety policies and procedures and report any non-compliance or any possible safety risks.

WORK RELATIONSHIPS

Report to the Manager of Court Services. Work closely and cooperatively with other County staff. Professional interaction with Judiciary, prosecution, defendants, legal professionals and the general public.

WORK DEMANDS/STRESSES

Operate in a complex environment that requires accuracy, attention to detail, and a high-level of court decorum. Must be able to set priorities and multi-task, as well as be a strong team member. Maintaining confidentiality of pertinent information is essential. Working in a small office setting will result in diversified responsibilities and frequent challenges.

EDUCATION/EXPERIENCE/APTITUDES

Post-secondary education preferred with a minimum of 2 years' experience in office administration or equivalent combination of education and experience. Computer literate in MS Office applications. Excellent typing, mathematical and analytical skills required. Ability to maintain confidentiality and exercise good judgment/discretion when dealing with confidential information and responding to inquiries. Demonstrated ability to work in a team environment. Ability to deal discretely and tactfully with legal professionals, police and the general public. Must have excellent oral and written communication skills in both English and French. An oath of confidentiality and criminal background check are required.

SALARY RANGE & CLASSIFICATION

Non-union, full- time position at 35 hours per week. Annual salary Job Class 3 as per Salary Grid. Benefits as prescribed by the Employer.

Note: *This job description is meant to describe the general nature and level of the work being performed; it is not intended to be construed as an exhaustive list of the responsibilities, duties and skills required for the position.*

August 2021

Rebecca Russell
Director of Financial Services/Treasurer

Timothy Simpson
Chief Administrative Officer



**UNITED COUNTIES OF
STORMONT, DUNDAS & GLENGARRY**

ACTION REQUEST – PS	
To:	Warden and Members of Council
Date of Meeting:	August 23, 2021
Subject:	Community Planner Job Description and Recruitment Process

RECOMMENDATIONS:

THAT the Council of the United Counties of Stormont, Dundas and Glengarry approve the attached job description and salary classification (Job Class) for the position of “Community Planner”; and

THAT Council authorize the commencement of the recruitment process for an individual to assume this position; and

THAT the County Organizational Chart, Schedule ‘A’ to By-Law No. 5038 (a By-law to set remuneration for non-union staff), and any other relevant documents be amended to reflect the above changes.

EXECUTIVE SUMMARY:

This report recommends the approval of a new position, ‘Community Planner’ in the Planning Services department. The position is based on current and anticipated workload within Planning Services department.

BACKGROUND:

The County’s Planning Services department reviews applications for consent (severance), plans of subdivision, part-lot control, validation of title, plans of condominium and Official Plan amendments. The department provides research and planning advice to Council, reviews and prepares policy studies to ensure the Official Plan is up-to-date, and coordinates joint projects on behalf of local municipalities. Planning services are also provided to the Municipality of South Dundas and the Township of North Stormont, including correspondence with staff and residents, presentations at Council and public meetings, review of zoning amendments, site plans, and other local planning applications.

Development in SDG has greatly increased in 2021, due in part to the impact of the COVID-19 pandemic, particularly flexible working conditions and an increase in demand for living outside major urban centers. For example, the department has received 176 severance applications as of August 16, versus an average of 80 applications received as of August 16 over the last seven years. Several hundred lots will be created in 2021 through the subdivision process. It also

appears that applications tend to be more contested than in the past. For example, 16 individuals were signed up to attend the severance review meetings on August 18th. Currently, to keep up with demand, Planning Services is paying for professional services to assist with processing applications, as well as overtime for staff.

It is anticipated additional demand will be forthcoming throughout SDG with the resolution of the Official Plan appeal and the forthcoming County growth management study and boundary review. A review of the severance dates in the Official Plan may also lead to increased severance activity, as development has been frozen for 40 years in portions of some local municipalities.

It is recommended that Council approve the new position of 'Community Planner' to support development and growth in the six local municipalities. The position would assist in the review of severance, subdivision, and Official Plan amendment applications. The position will assist by having an additional qualified planning position for services provided on a cost-recovery basis to local municipalities, along with leading or managing County-wide studies that affect all local municipalities.

Having an additional planner position will also benefit the County by having backup for the Director of Planning. With the addition of the Community Planner, staffing levels would be similar to nearby Eastern Ontario Counties such as Prescott-Russell, Leeds-Grenville, Lanark, Renfrew, and Frontenac, all of which have 2-4 planners on staff. Creating this position would also reduce consulting costs by having additional in-house resources available to provide support.

OPTIONS AND DISCUSSION:

1. **Maintain the status quo – Not recommended.** The status quo does not align with County and Planning Services Department priorities of improving Planning Services for the County and its local municipalities.
2. **Approve the Community Planner position – Recommended.** This addition to the Planning Services team will enable the County to improve its services and deliver on its commitments to local municipalities.

FINANCIAL ANALYSIS:

Based on a review of the job description and duties, the position would be classified in Job Class 7 (\$81,076-\$92,658 per year) on the County's non-union salary grid. Although the position was not budgeted in 2021, the position can be wholly funded for the remainder of the year through the reduction and reallocation of consulting fees. Additionally, revenue from severances in 2021 is much higher than anticipated with \$182,000 brought in to date, versus a total budget of \$167,000 for the entire year. Increased revenues will decrease the cost of this position not only in 2021, but in future years.

LOCAL MUNICIPAL IMPACT:

The addition of the Community Planner position will have a positive local impact by reducing processing times for severance, as well as subdivision and Official Plan amendment applications. The position will assist with having an additional qualified planning position for services provided on a cost-recovery basis to local municipalities, along with leading or managing County-wide studies that affect all local municipalities.

RELEVANCE TO STRATEGIC PRIORITIES:

Adding a Community Planner position aligns well with Strategic Priority No. 1 - **Service Delivery – A Smarter Approach** and No. 5 - **Communication – The Foundation of Success**. The position will primarily serve local municipalities through the review of planning applications and preparation of County-wide studies. The position will meet a deliverable under the Strategic Plan to provide high quality land use planning services to SDG local municipalities. The position will help to reduce processing times and improve communication to the public and local municipalities on planning matters.

OTHERS CONSULTED:

Chief Administrative Officer
Director of Financial Services/Treasurer

ATTACHMENTS:

Community Planner Job Description

RECOMMENDED BY:



Peter Young
Director of Planning Services

REVIEWED & APPROVED BY:



T.J. Simpson, CAO

POSITION DESCRIPTION

UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

Title: Community Planner	Reports to: Director of Planning Services
Department: Planning Services	Job Class: Job Class 7
Date Approved: August 23, 2021	Revised: n/a

POSITION PROFILE:

Reporting to the Director of Planning Services, the Community Planner is responsible for processing and managing planning and development-related applications submitted under the Ontario Planning Act, the preparation of development agreements and by-laws, providing interpretation and analysis of provincial, county, and local planning documents and policies, responding to requests for planning information, reviewing/commenting on site plan applications, in addition to providing general operational support to the Planning Department.

KEY DUTIES/RESPONSIBILITIES/ACTIVITIES

- Prepare comments and recommendations on development applications, taking into consideration conformity with the Official Plan, the Provincial Policy Statement and other relevant legislation.
- Respond to public inquiries regarding application status.
- Has knowledge of current analytical methods and trends in planning research and information management used in development and land use planning.
- Facilitates meetings with County staff, local municipal and agency staff, and various stakeholders including the public.
- Coordinate, monitor, and resolve issues and conflicts on county planning matters affecting county departments, outside agencies, local municipalities, the province, private industries, and the public.
- Present at public meetings, and prepare evidence for Ontario Land Tribunal hearings.
- Assists in coordinating overall team workflow for development applications, including file set-up, entering, and retrieving data, and the preparation of status reports using the County's development tracking system.
- Assist in providing a streamlined effective process for commenting agencies on development applications, to improve turnaround time in assisting local municipalities.
- Participate in major planning projects such as reviews of the County Official Plan, comprehensive planning studies, population and development trend studies, and related matters.
- Prepare planning reports as directed by the Director of Planning Services.
- Attend public meetings/council meetings on behalf of the department.
- Follow all Health & Safety policies and procedures and report any non-compliance or any possible safety risks.

- Perform other duties as assigned.

WORK RELATIONSHIPS

Report to the Director of Planning Services. Extensive liaison with local municipal staff, Council, applicants, commenting agencies and consultants with respect to planning applications.

WORK DEMANDS/STRESSES

Operate in an environment which requires accuracy and concentration with changing deadlines.

EDUCATION/EXPERIENCE/APTITUDES

- Degree from an accredited University or equivalent in Planning or a related discipline.
- Candidate membership in the Ontario Professional Planners Institute and the Canadian Institute of Planners is required; Full Membership is preferred.
- 3 years relevant professional planning experience, including direct involvement in processing or managing land development applications.
- Thorough knowledge of the Ontario Planning Act, the Provincial Policy Statement, Provincial Plans and other related legislation and guidelines.
- Thorough knowledge and demonstrated experience in municipal planning procedures and land development application procedures.
- Working knowledge and experience with GIS (Geographic Information Systems) is an asset.
- Experience and proficiency in utilizing virtual meeting platforms, such as Microsoft Teams or Zoom is an asset.
- Excellent written and verbal communication skills.
- Excellent organizational and analytical skills, attention to detail, and the ability to meet deadlines under pressure is required.
- Ability to maintain discretion and confidentiality of information is critical.
- Availability to work evenings and/or weekends as necessary/requested for attendance at Council/ Committee meetings, meet report preparation deadlines, attending public forums, etc.
- Valid Class 'G' Driver's License in good standing with a satisfactory driving record; and a reliable vehicle.

SALARY RANGE & CLASSIFICATION

Non-union, permanent full-time position at 35 hours per week. Annual salary Job Class 7 as per Salary Grid. Full Benefits.

Note: *This job description is meant to describe the general nature and level of the work being performed; it is not intended to be construed as an exhaustive list of the responsibilities, duties and skills required for the position.*

August 2021

Peter Young
Director of Planning Services

Timothy J. Simpson
Chief Administrative Officer



**UNITED COUNTIES OF
STORMONT, DUNDAS & GLENGARRY**

ACTION REQUEST – TS	
To:	Warden and Members of Council
Date of Meeting:	August 23, 2021
Subject:	ICIP Funding - Warden's House

RECOMMENDATION(S):

THAT By-law No. 5308, being a By-law to authorize a transfer payment agreement between the United Counties of Stormont, Dundas and Glengarry and Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Agriculture, Food, and Rural Affairs, be read and passed in Open Council, signed and sealed

EXECUTIVE SUMMARY:

This report recommends that County Council approve a By-law authorizing the completion of the transfer payment agreement with the Province of Ontario for the *Investing in Canada Infrastructure Program* (ICIP), Rural and Northern Stream in support of the Warden’s House repairs.

BACKGROUND:

Attached is transfer payment agreement that must be passed by Council prior to accessing infrastructure funding for the Warden’s House project. The Province of Ontario has committed \$80,000 and the Government of Canada has committed \$20,000 towards this project.

As Council is aware, the project consists of the renovation of the Warden’s House to create 3 new office spaces and to make useable 3 existing office spaces. To accomplish this goal, the project requires the reconstruction of a ground floor load bearing wall and installation of a structural beam with associated supports. The structural renovation will require electrical and mechanical relocations, as well as select designated substance abatement in the basement. Lastly, the ground floor interior will require new finishes to complete the office repairs; ultimately creating a useable office space.

For the past 8 months, the County has been working through scoping, detailed design, tendering, permitting, and initiating construction.

With this funding officially confirmed, staff are ready to finalize the funding agreement to ensure that the money is available to cover the costs to be incurred as part of the work.

OPTIONS AND DISCUSSION:

- 1. Pass By-law No. 5308 (recommended).** It is necessary to pass a By-law to authorize entering this agreement so that the County can access the funds. This option is recommended.
- 2. Do not pass By-law No. 5308. Not recommended.**

FINANCIAL ANALYSIS:

The \$100,000 contribution from Canada and Ontario is an important reason the County is able to undertake this project that will benefit office staff and better serve the public. The financial support to be received is recognized and greatly appreciated.

LOCAL MUNICIPAL IMPACT: N/A

RELEVANCE TO STRATEGIC PRIORITIES:

Support of this project through strategic improvements to the County's infrastructure aligns with *Priority 4 – Sustainable Communities*. The work contemplated as part of this project involves rehabilitation of existing structures, which will improve safety and create more functional office space. The work will not impact the historical 'look' of the County Administration building.

OTHERS CONSULTED:

- City of Cornwall
- All SDG Directors

ATTACHMENTS:

- By-law 5308 and agreement

RECOMMENDED BY:



Benjamin de Haan, P. Eng
County Engineer

REVIEWED & APPROVED BY:



T.J. Simpson, CAO

THE CORPORATION OF THE UNITED COUNTIES

OF STORMONT, DUNDAS AND GLENGARRY

BY-LAW NO. 5308

A BY-LAW for the purpose of authorizing an agreement between the United Counties of Stormont, Dundas and Glengarry and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure

WHEREAS Section 5 (3) of the *Municipal Act, 2001 S. O. 2001*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry wishes to enter into an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, in order to execute the transfer payment agreement under the Investing in Canada Infrastructure Program (Local Government Intake) for the Warden's House repairs.

NOW THEREFORE THE COUNCIL OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS;

1. That authorization be hereby given to enter into an agreement, attached hereto as Schedule 'A' to this By-law, with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure.
2. That the Warden and Clerk be hereby authorized to sign the agreement on behalf of the United Counties of Stormont, Dundas and Glengarry

READ and passed in Open Council, signed and sealed this 23rd day of August, 2021.

WARDEN

CLERK

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of The United Counties Stormont, Dundas & Glengarry
(CRA# 123452161)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, and Project Standards

- Sub-Schedule “C.1” Project Description and Financial Information

Schedule “D” - Reports

Schedule “E” - Eligible Expenditures and Ineligible Expenditures

Schedule “F” - Evaluation

Schedule “G” - Communications Protocol

Schedule “H” - Disposal of Assets

Schedule “I” - Aboriginal Consultation Protocol

Schedule “J” - Requests for Payment and Payment Procedures

Schedule “K” - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
 - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
 - (c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
 - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
 - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
 - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
 - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Projects;
 - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the

Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and

(h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Infrastructure

Date

p.p. Paramjit Kaur, Director
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

**CORPORATION OF THE UNITED COUNTIES
STORMONT, DUNDAS & GLENGARRY**

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) "shall" and "will" are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

"Aboriginal Community" has the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

"Asset" means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

"Authorities" means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Construction Start” means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Total Financial Assistance” means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2021, or any other date subject to the prior written consent of the Province.

A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Projects. The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.5.6 Revenue from Assets. If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 **No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 **Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

- (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
- (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;
 - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 **Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

- A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.
- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain 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 carrying out a project similar to each Project would maintain, including 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 \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:
- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30-day written notice of cancellation.
- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:
- (a) provide to the Province, either:

- (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);

- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province

provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*,
 - (ii) other applicable environmental assessment legislation that is or may come

into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

**SCHEDULE “B”
SPECIFIC INFORMATION**

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is **December 31, 2024.**

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p>Email: ICIPCOVID@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: Chief Administrative Officer Address: 26 Pitt, ON, Cornwall, K6J3P2 Email: tsimpson@sdgcounties.ca</p>

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]

SCHEDULE "C"

PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 **Project Description.** The Recipient will carry out each Project as described in Sub-schedule "C.1" (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

C.2.0 PROJECT STANDARDS

C.2.1 **Canada's Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 **Province's and Canada's Consent.** Any change to any Project will require the Province's and Canada's consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

(a) List of Projects

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1464848364	Warden's House Substance Abatement and Structural Upgrade	03/26/2021	\$100,000.00	\$80,000.00	80%	\$20,000.00	20%

(b) Project Description

- (i) Project - Warden's House Substance Abatement and Structural Upgrade, case # 2020-11-1-1464848364.

This project will provide abatement of asbestos ahead of required structural reinforcements afforded by project budget, taking currently unused office areas closer to a usable condition.

This project will include the abatement of asbestos containing sheeting material, pipe insulation and tiling in the basement and on the ground floor of the structure. The existing "load bearing ball" supporting the second floor, certain ground floor joists and the load bearing lines within the basement require replacement or reinforcement.

Project outputs include up to 6 additional workstations which allow social distancing.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE "D" REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year;
- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment for Eligible Expenditures in a format to be prescribed by the Province within 60 Business Days of reaching Substantial Completion. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
 - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
 - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
 - (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
 - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
 - (iv) a summary of any Communications Activities made for the Project; and,

- (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE "E"

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province's and Canada's sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm's length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient's staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2021 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
 - (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
 - (i) tourism infrastructure;
 - (ii) a facility that serves as a home to a professional sports team; or
 - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE "F" EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient's Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient's Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE "G" – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE "G"

COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

"Joint Communications" means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;
and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project's benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province's and Canada's Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province's and Canada's contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.
- G.8.0 SIGNAGE**
- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE "H" – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE "H" DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule "H" (Disposal of Assets):

"Asset Disposal Period" means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

[SCHEDULE "I" – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE "I" ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community", also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan") in respect of each Project.

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

SCHEDULE "J"

REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule "J" (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule "D" (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.3.0 PAYMENTS OF FUNDS

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule "C.1" (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule "A";
 - (b) the special conditions listed in Article A.31.0 of Schedule "A" (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule "G" (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.4.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project's Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 HOLDBACK

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.7.0 FINAL PAYMENT

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule "A" (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule "A" (General Terms and Conditions) have been met.

[SCHEDULE "K" – COMMITTEE FOLLOWS]

SCHEDULE "K" COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 **Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee's mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 **Appointments by the Province.** The Province will appoint two persons as members of the Committee.

K.2.2 **Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

K.2.3 **Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 **Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule "K" (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee's mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).



**UNITED COUNTIES OF
STORMONT, DUNDAS & GLENGARRY**

ACTION REQUEST – ITS	
To:	Warden and Members of Council
Date of Meeting:	August 23, 2021
Subject:	South Glengarry and Rogers VoIP Agreements

RECOMMENDATIONS:

THAT By-law No. 5309, being a By-law to authorize an agreement between the United Counties of Stormont, Dundas and Glengarry and Rogers Communications Canada Inc. to provide Voice over IP services, be read and passed in Open Council, signed and sealed; and

THAT By-law No. 5310, being a By-law authorizing a Voice over IP agreement between the United Counties of Stormont, Dundas and Glengarry and the Township of South Glengarry, be read and passed in Open Council, signed and sealed.

EXECUTIVE SUMMARY:

The Township of South Glengarry has recently implemented a voice over IP telephone system and would benefit from leveraging the County’s voice services with Rogers. This report recommends that County Council authorize the completion of the agreement with Rogers and the Township of South Glengarry.

BACKGROUND:

County IT is engaged in a project with the Township of South Glengarry to migrate their legacy telephone system to voice over IP. South Glengarry can leverage County infrastructure and migrate from their traditional telephone lines to the County voice over IP service. The agreement with Rogers is to provide the additional capacity and the agreement with the Township of South Glengarry is to transfer the terms and cost of the agreement to South Glengarry.

OPTIONS AND DISCUSSION:

1. **Approve the agreements (recommended):** Approving the agreements will benefit the Township of South Glengarry at no additional cost to the County.
2. **Do not approve the agreements (not recommended):** This option will lead to higher costs for South Glengarry to implement their own voice over IP service.

FINANCIAL ANALYSIS:

There is no financial impact to the County because the Township of South Glengarry is responsible for all costs associated with the Rogers agreement. Using the County connection to Rogers will save South Glengarry approximately \$300 per month compared to installing their own connection.

LOCAL MUNICIPAL IMPACT:

These agreements benefit the Township of South Glengarry by providing voice over IP at a reduced cost. This model can be replicated for other local municipalities should they wish.

RELEVANCE TO STRATEGIC PRIORITIES:

1. **Service Delivery - A Smarter Approach:** Working together and partnering to deliver services reduces cost and improves efficiency.

OTHERS CONSULTED:

Township of South Glengarry.

ATTACHMENTS:

By-Law 5309 - Rogers Agreement
By-Law 5310 - South Glengarry Agreement

RECOMMENDED BY:



Michel St-Onge
Director IT Services

REVIEWED & APPROVED BY:



T.J. Simpson, CAO

THE CORPORATION OF THE UNITED COUNTIES
OF STORMONT, DUNDAS AND GLENGARRY

BY-LAW NO. 5309

A BY-LAW for the purpose of authorizing an agreement between the United Counties of Stormont, Dundas and Glengarry and Bell Canada.

WHEREAS Section 5 (3) of the *Municipal Act, 2001 S. O. 2001*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry wishes to enter into an agreement with Rogers Communications Canada Inc. for the provision of Voice over IP services.

NOW THEREFORE THE COUNCIL OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS;

1. That authorization be hereby given to enter into an agreement, attached hereto as Schedule 'A' to this By-law, with Rogers Communications Canada Inc.
2. That the Warden and Clerk be hereby authorized to sign the agreement on behalf of the United Counties of Stormont, Dundas and Glengarry

READ and passed in Open Council, signed and sealed this 23rd day of August, 2021.

WARDEN

CLERK

Rogers For Business Agreement

Prepared for: The Corporation of United Counties of Stormont, Dundas and Glengarry

Attention: Michel St-Onge

Prepared by: James Dunn

Date: July 22, 2021

Welcome to Rogers! This Rogers For Business Agreement confirms the details of your new Rogers Services and Products and contains the terms of conditions governing such Services and Products.

Please retain a copy of this Rogers For Business Agreement for your files.

The provision of the Services and Products are governed by Rogers' Master Business General Terms and Conditions (available online at <https://www.rogers.com/cms/pdf/en/master-business-general-terms-en.pdf>), as they may be modified from time to time by Rogers, and by the terms and conditions that specifically apply to each of such Services and Products, as they may be modified from time to time by Rogers (the "**Specific Terms**"), as identified in this Rogers For Business Agreement for each of the Services. Customer acknowledges that the external provisions referred to in this Rogers For Business Agreement have been expressly brought to Customer's attention.

Fixed Networks for Business

Monthly Recurring Charges					
Product / Services	Qty	Unit	Monthly Recurring Charges (MRC)	Service Term (in months)	Notes
Direct Inward Dial Numbers	2	per DID	\$3.00	48	Site : 26 20 PITT ST, CORNWALL ON K6J3P2
Voice SIP Session Service Product, Voice SIP Session Service	10	per Session	\$164.97	48	Site : 26 20 PITT ST, CORNWALL ON K6J3P2
SIP Bundle Failover to PSTN TN	1	per TN	\$3.00	48	Site : 26 20 PITT ST, CORNWALL ON K6J3P2
Fixed Networks for Business MRC Subtotal:			\$170.97		

Non-Recurring Charges					
Product / Services	Qty	Unit	List Price	Non- Recurring Charges (NRC)	Notes
Voice SIP Session Service Product, Voice SIP Trunking Install	1	per Session	\$25.00	\$0.00	Site : 26 20 PITT ST, CORNWALL ON K6J3P2
Voice SIP Session Service Product, TF below 2.5K Min/Month \$0.0300	1	per Minute	\$0.03	\$0.03	Site : 26 20 PITT ST, CORNWALL ON K6J3P2
Voice SIP Session Service Product, LD 2.5K+ Min/Month \$0.0275	1	per Minute	\$0.0275	\$0.03	Site : 26 20 PITT ST, CORNWALL ON K6J3P2

Fixed Networks for Business NRC Subtotal:	\$0.06
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Fixed Networks for Business Notes:

This Order Confirmation is subject to availability of suitable transport and local access facilities for the Service. If suitable transport and local access facilities are not available, Rogers will notify Customer accordingly and Customer may, as sole remedy, terminate such Service without incurring termination fees.

Any construction that may be required beyond the demarcation point of the Service as well as the cost associated thereto are the responsibility of the Customer.

If the installation and deployment of a Service result in build costs, including trenching, building access, building diverse routes, or upgrading access capacity, Customer is liable to pay such costs. Rogers will quote such costs to Customer and will not proceed with the required build unless Customer has approved the quote. If Customer does not approve the quote, Customer may, as its sole remedy, terminate such Service without incurring Termination Fees.

Customer-supplied equipment must be onsite and operational before the Installation Date, failing which additional charges may apply.

The Specific terms that apply to the Products / Services listed above are set out at the URL(s) listed below:

<https://www.rogers.com/cms/pdf/en/business-fixed-network-terms-en.pdf>

9-1-1 limitations:

If Customer purchase SIP Services, Customer acknowledge having read and consents to the 9-1-1 limitations described in the Specific Terms available at the URL(s) listed above. X_____

Initials

General Notes:

This Rogers For Business Agreement is subject to Rogers' approval and is valid for your acceptance for sixty (60) days from its date of issuance.

This Rogers for Business Agreement , together with the Master Business General Terms and Conditions and any terms referenced herein, constitute the entire understanding between you and Rogers with respect to the Services described herein. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting the Services which are not expressly set forth herein.

Unless otherwise indicated, all charges and fees on this Rogers For Business Agreement are in Canadian dollars and do not include applicable taxes. You are responsible for paying all applicable taxes.

{Signature page follows}

The Parties, by their duly authorized representatives, acknowledge having reviewed and understood the terms and conditions set out herein.

**The Corporation of United Counties of Stormont,
Dundas and Glengarry**

Rogers Communications Canada Inc.

Per: _____

Per: _____

Name:

Name:

Title:

Title:

Signature Date:

Signature Date:

Rogers Communications Canada Inc.

Per: _____

Name:

Title:

Signature Date:

THE CORPORATION OF THE UNITED COUNTIES
OF STORMONT, DUNDAS AND GLENGARRY

BY-LAW NO. 5310

A BY-LAW for the purpose of authorizing an agreement between the United Counties of Stormont, Dundas and Glengarry and Bell Canada.

WHEREAS Section 5 (3) of the *Municipal Act, 2001 S. O. 2001*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

AND WHEREAS the United Counties of Stormont, Dundas and Glengarry wishes to enter into an agreement with the Township of South Glengarry for the provision of Voice over IP services through Rogers Communications Canada Inc.

NOW THEREFORE THE COUNCIL OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS;

1. That authorization be hereby given to enter into an agreement, attached hereto as Schedule 'A' to this By-law, with the Township of South Glengarry.
2. That the Warden and Clerk be hereby authorized to sign the agreement on behalf of the United Counties of Stormont, Dundas and Glengarry

READ and passed in Open Council, signed and sealed this 23rd day of August, 2021.

WARDEN

CLERK

Voice over IP Agreement

Agreement made this _____ day of August, 2021 between United Counties of Stormont Dundas & Glengarry (“Managing Customer”) and Township of South Glengarry (“Authorized Entity”).

This Agreement sets forth the terms for the Authorized Entity’s use of the Rogers service (“Service”) and incorporates by reference Rogers Agreement 00522785.0 (“Service Agreement”).

The Managing Customer and Rogers Communications Canada Inc. (“Service Provider”) have entered into an Agreement for the provision of services as described in the Service Agreement. The service to be delivered is for the benefit of Authorized Entity, and as such Authorized Entity agrees to pay to Managing Customer all costs associated with the service and is to be invoiced by Managing Customer at a mutually agreed upon frequency.

Furthermore; the Authorized Entity, as a user of the Service, represents it has received and read the Service Agreement, and understands and agrees to be bound by the Service Agreement for the use of the Service delivered by Service Provider. Authorized Entity agrees that Service Provider and Managing Customer may pursue remedies against Authorized Entity for material breach of the Service Agreement, or of this Agreement.

No rights, other than those in the Service Agreement, are granted to Authorized Entity.

The term of this agreement shall coincide with the term of the Service Agreement between Service Provider and Managing Customer.

United Counties of Stormont Dundas & Glengarry
(Managing Customer)

Township of South Glengarry
(Authorized Entity)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



MONTHLY ACTIVITY SUMMARY

CAO

August 23, 2021

WORK COMPLETED:

- July 19th, 2021 – IT Steering Committee meeting
- July 20th, August 9th, August 16th, 2021 – Weekly management team meetings
- July 20th, August 9th, August 16th, 2021 – Weekly CS department meetings
- July 20th, August 17th, 2021 – Weekly covid-19 briefings with Dr. Paul
- August 4th, 2021 – Special meeting of County Council
- August 11th, 2021 – Meeting with North Glengarry staff re redevelopment of CR 34 corridor through Alexandria
- August 11th, 2021 – Meeting with Image Advantage re County newspaper scanning project
- August 15th – 18th, 2021 – Annual AMO Conference (virtual)
- August 16th, 2021 – AMO delegations with MMAH (x 2) and Ministry of Education
- August 16th, 2021, and August 17th, 2021 – Various EOWC meetings at AMO
- August 17th, 2021 – Meeting with County staff and representatives of e-Scribe.
- Preparation for the AMO conference, including the development of various briefing notes (as above).
- Preparation, review and finalizing job descriptions for various County positions – Community Planner and Administrative Assistant - Court Services Division of Financial Services

WORK IN PROGRESS:

- Review of draft education report
- 2022 corporate budget planning with Treasurer and County Directors
- Corporate job description review
- Corporate Personnel policy manual review
- On-going Covid-19 response



MONTHLY ACTIVITY SUMMARY

CORPORATE SERVICES

August 23, 2021

WORK COMPLETED:

- Attended weekly Director's meetings
- Attended weekly Corporate Services staff meetings
- Attended various meetings with eSCRIBE re: implementation of new meeting and agenda management system. Contributor Training: August 17th. Ongoing training with Director of Library Services.
- Vacation: July 30th – August 9th
- Assembled and circulated August 4th Special County Council agenda
- Assembled and circulated August 23rd County Council agenda
- Prepared various meeting minutes, reviewed staff reports
- MFIPPA/FOI request duties
- Reviewed Corporate Services job descriptions with staff, as part of corporate-wide job description review
- Continued research re: Corporate Records Management systems and best practices.
- Scanning/filing records

WORK IN PROGRESS:

- Ongoing implementation of new meeting and agenda management system (eSCRIBE)
- Ongoing by-law inventory (digital copies)
- Agenda preparation for September Council meeting, September Committee of the Whole meeting and September Police Services Board meeting
- Assisting with review of Personnel Policy manual



MONTHLY ACTIVITY SUMMARY

FINANCIAL SERVICES

August 23, 2021

WORK COMPLETED:

- Weekly Management Team meetings
- IT Steering Committee Meeting, July 19, 2021
- HST Reporting, July 22, 2021
- Zoom training – Court Services, July 23, 2021
- Public Health Review – Court Services, July 27, 2021
- Digitalization Review, Aug 11, 2021
- MFOA Discussion Group, Aug 13, 2021
- Escribe Training, Aug 17, 2021
- Regional Incentives Review/Reconciliation

WORK IN PROGRESS:

- Federal Gas Tax Audit
- Asset Management Planning
- Purchasing Policy Review
- Vadim Online Timesheets
- Paymentus for Library Services
- Review of MPAC Appeals/RFR's
- GIS/PSD Asset Integration
- Part III Transfer from the Ministry of the Attorney General
- Budget 2022
- Job Description Reviews



MONTHLY ACTIVITY SUMMARY

TRANSPORTATION SERVICES

August 23, 2021

WORK COMPLETED:

Transportation

- 2021 Hot mix paving
- Cold in place
- Moriarty Municipal Drain
- Roof at 26 Pitt Street (Substantially complete)

GIS

- Provided GPS/GIS Field Data Collection support to Townships and OCWA.
- Civic address and Road network updates. Sent out monthly 911 Map Guide & Street list.
- Provided ArcOnline/SDG Explorer updates and support as required.
- Provided North Stormont consultant (4 Roads) with data to work on Roads Needs Assessment
- South Stormont Planning request for data including vacant lands and building permits
- Staff attended online ESRI Conference
- Mapping portion of the Commuter Strategy Project is complete

Forestry

- Finalizing MacCauly acquisition
- Corresponded with Friends of the Summerstown Forest re: portable
- Working on Gallinger property acquisition
- Work at Howard Mitchel Forest in preparation of 2022 maple tapping

WORK IN PROGRESS:

- CP Winchester Bridge Rehabilitation
- McPhee Bridge Rehabilitation
- St. Andrews West Rehabilitation
- OSIM Inspections
- Roadside Mowing
- Specialty Marking
- Centreline Marking
- County Road 8
- Boundary Road Bridge
- Morrisburg Roundabout and Streetscaping

- Warden's House
- 2022 Bridge capital planning
- Regional Waste Management Study
- Updating North Stormont Fire Response Wall Maps
- Specialty Paint Marking Inventory checks.
- Work on North Stormont (Finch and Moose Creek) water inventory updates and maps for OCWA.
- Helping South Stormont get organized with the GIS side of their Asset Management collection.
- Working with Lennox and Addington to create a Roads Needs Application for the Transportation Department.
- Continue to work on Natural Heritage Study as needed.
- ArcGIS Server/Portal Set up.
- Official Plan updates as needed.
- Data verification of address ranges for road network data and other data preparation for Next Generation 9-1-1 (NG 9-11) (continuous).
- COVID survey updates as needed.
- Working with CloudPermit to provide GIS data for the new Planning Application



MONTHLY ACTIVITY SUMMARY

IT SERVICES

August 23, 2021

WORK COMPLETED:

- Weekly management meetings
- Weekly IT team meetings
- Recruited IT Systems Specialist
- Assist City of Cornwall recruitment of Manager of Technology and Innovation
- Meetings regarding South Glengarry Council meeting streaming and VoIP project
- Service Desk project meetings
- eScribe contributor training
- Executive Diploma in Municipal Management
- Vacation (July 21st – August 2nd, August 13th)

WORK IN PROGRESS:

- Business continuity and DR planning and implementation
- Online timesheets deployment
- HR System integration
- Standardize Service Desk project
- eScribe web site integrations
- Vadim Online modules for local municipalities
- Voice over IP (VoIP) system and services for South Glengarry, Library branches
- South Dundas web site hosting



MONTHLY ACTIVITY SUMMARY

PLANNING SERVICES

August 23, 2021

WORK COMPLETED:

- Attended EDOWG Meeting on July 29th
- Attended South Dundas Council
- Several meetings regarding plans of subdivision and OPAs
- Meetings with Economic Development and North Stormont regarding potential GMF application
- AMO Delegations regarding Official Plan and Regional Incentives Program
- Presentation to North Glengarry Council regarding SDG Planning major projects and processes
- Severances:
 - 176 applications submitted to date
 - 46 new applications processed since July 7, 2021.
 - Review day held July 21, 2021, upcoming review August 18, 2021 & September 22, 2021.
 - 2 files deferred.
 - 12 severances granted since July 7, 2021.
 - 5 files completed since July 7, 2021.
 - 36 files awaiting circulation.

WORK IN PROGRESS:

- OP Appeal
- Cloud Permit software coordination
- RFP Growth Management Strategy
- Township Planning Services
- Natural Heritage Study



MONTHLY ACTIVITY SUMMARY

LIBRARY

August 23, 2021

WORK COMPLETED:

- Collections Development: Fall 2021 print & digital publications (Graphic novels, Adult & Juvenile fiction & non-fiction); Suggestions for Purchase (from members); Early readers (print); A/V material; development of Automatic Release Plans for titles by popular authors (print & digital)
- TD-SRC Summer Reading Club (virtual) program for 6-12 year olds – ‘Game On!’ (<https://sdglibrary.ca/td-summer-reading-club>)
- July 16-18: StoryWalk outdoor program at Two Creeks Forest Conservation Area
- July 19: Attendance at Counties’ IT Steering Committee meeting
- Attendance at weekly Directors’ meetings
- July 22: Meeting with T. Mills, CAO, Township of South Glengarry, re Lancaster Branch expansion study
- July 23: eSCRIBE training with K. Casselman, Director of Corporate Services/Clerk, and eSCRIBE staff
- July 29: “Investigate It!” – MakerLab (virtual) program in partnership with Scientists in School
- **Resumption of in-branch services at all locations (with possible time limits), including browsing, computer access, printing services; programs remain virtual**
- August 5: Attendance at Ontario Library Service (OLS) CEO virtual networking meeting
- August 7: “Memory Project” – National Peacekeeper’s Day program
- August 12: Interviews for (new) Community Librarian
- August 14-15: StoryWalk outdoor program at Island Park, Alexandria
- August 16-23: Director of Library Services’ vacation

WORK IN PROGRESS:

- Collection Development: Adult fiction & non-fiction (print); replacements; French fiction & non-fiction (Adult & Juvenile); Teen graphic novels; Picture books
- Ongoing presence on Twitter, Facebook and Instagram
- Preparations for SDG Library’s 50th Anniversary: ‘The Party’
- Library Board (video) Storytime series: <https://bit.ly/SDGLibraryStorytimes>



For Period Ending 31-Jul-2021

	ACTUAL	BUDGET	YEAR TO DATE
2020.....2021.....2021.....
GENERAL FUND			
REVENUE SUMMARY			
Taxation	-50,656,564	-50,690,910	-38,181,161
Surplus & Tax Changes	-210,689	-380,000	-101,330
OMPF & Corporate Funding	-1,128,088	-2,082,300	-1,345,571
Council & Committees	-22,000	-1,118,623	0
Corporate Services	-46,367	-95,970	-5
Economic Development/Tourism	-236,779	-508,055	-33,399
Planning Services	-270,198	-195,600	-195,355
Forestry	-4,104	-96,000	-17,996
Financial Services	-471,610	-318,380	-141,675
IT Services	-54,662	-46,980	0
Office Complex	-123,775	-70,980	-6,405
Police Services	-106,649	-135,967	-49,135
Library Services	-156,990	-252,449	-13,471
Court Services	-1,955,511	-2,436,000	-1,024,585
Road Services	-6,653,655	-11,188,141	-4,885,911
Total REVENUE SUMMARY	-62,097,643	-69,616,355	-45,996,000
EXPENSES SUMMARY			
Corporate Items	1,064,272	1,260,000	269,429
Council & Committees	1,914,312	1,603,268	312,765
Corporate Services	583,667	808,138	339,974
Economic Development/Tourism	921,073	1,258,333	364,572
Planning Services	716,190	699,560	373,577
Forestry	103,559	238,775	109,048
Financial Services	1,539,555	1,627,661	1,344,220
IT Services	544,842	661,327	356,332
Health & Social Services	9,033,526	9,800,507	5,545,543
Office Complex	68,713	110,112	134,753
Police Services	10,480,237	10,562,224	6,085,571
Library Services	2,601,569	2,764,171	1,335,066
Court Services	1,277,746	1,732,697	639,841
Transportation Services	31,248,381	36,489,582	10,378,855
Total EXPENSES SUMMARY	62,097,643	69,616,355	27,589,546
Total GENERAL FUND	0	0	-18,406,453

MPP Randy Pettapiece
randy.pettapiece@pc.ola.org

August 16, 2021

RE: Relationship with MPAC

Dear MPP Pettapiece,

At the regular meeting of Council held on August 5, 2021, Perth County Council passed the following resolution brought forward from a Notice of Motion:

WHEREAS municipal governments in Ontario are obliged to receive property assessment services from the Municipal Property Assessment Corporation (MPAC); and

WHEREAS municipalities are funding the mandatory services of MPAC; and

WHEREAS the work of MPAC directly affects the equitability of property taxation in Perth County and in Ontario; and

WHEREAS the Government of Ontario has announced in its 2021 Ontario Budget, that it will be undertaking a Property Assessment and Taxation Review which will address MPAC's performance and will seek the input from all benefiting municipalities; and

WHEREAS the Council of the County of Perth endorses Ontario's expressed intention for a review, including a review of the accuracy and stability of property assessments and the strengthening of governance and accountability of MPAC; and

WHEREAS the County of Perth acknowledges that an evaluation of MPAC is warranted given there have been a number of performance and level of service concerns that need to be addressed;

NOW THEREFORE, be it resolved by the Council of the County of Perth:

THAT Staff be given direction to research and prepare a report in anticipation of the Province's request for input that achieves the following:

- Reviews the details of the financial performance (e.g., balance sheet and income statement reviews) of the Municipal Property Assessment Corporation to support our understanding of the viability of the Corporation and its alignment of spend and assets for their defined mission, mandate and objectives;

Corporation of the County of Perth 1 Huron Street, Stratford, Ontario, Canada N5A 5S4
t. 519-271-0531 f. 519-271-6265 www.perthcounty.ca

- Reviews level of service parameters and performance levels (e.g., key indicators related to accuracy, timeliness, process efficiencies, consistency of outcomes, land use classification revisions, and missed properties) of MPAC efforts in Perth County, collaborating with the lower tier municipalities of Perth County to support with data collection; and
- Clarifies the current governance model and accountabilities of MPAC's Board of Directors, including accountabilities for their performance and means of complaint submission and resolution.

AND THAT, a letter, including a copy of this resolution, be distributed to MPP Randy Pettapiece, Perth-Wellington; Hon. Steve Clark, the Minister of Municipal Affairs and Housing; and all municipalities in Ontario.

We thank you for your advocacy on this matter and look forward to supportive responses from our municipal counterparts and officials from all levels of government.

Sincerely,



Jim Aitcheson, Warden
The Corporation of the County of Perth

CC:

Hon. Steve Clark – Steve.Clark@pc.ola.org
Ontario Municipalities

Finance & Audit Committee Resolution

Committee Meeting Date: July 6, 2021
Agenda Item: 9b
Resolution Number: 2021-07-06-465
Moved by: R. Crake
Seconded by: W. Cane
Council Meeting Date: July 21, 2021

“That the Finance and Audit Committee, having considered Report 2021-115, ‘Municipal Court Managers’ Association / POA Advocacy’ recommend that County Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177 Stronger Fairer Ontario Act and take immediate action to streamline and modernize this section of the legislation by making it easier and more convenient for the public and prosecutors to engage in resolution discussions, and by making it more effective and efficient to administer early resolution proceedings for Part I and Part II offences in the Provincial Offences Court; and

Further That the Committee recommend that County Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I or Part II of the POA, and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a justice of the peace; and

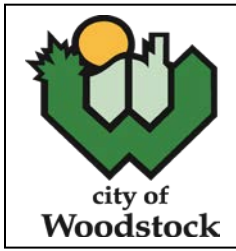
Further That the Committee recommend that County Council request the Ministry of Transportation in consultation with Municipalities consider suspending (temporarily) the imposition of demerit points for persons who pay their ticket in cases where they have no previous relevant convictions; and

Further That the Committee recommend that County Council direct staff to forward a copy of this resolution to the Ministry of the Attorney General, MPP David Piccini (Northumberland – Peterborough South), and all Ontario municipalities.”

Carried 
Committee Chair's Signature

Defeated _____
Committee Chair's Signature

Deferred _____
Committee Chair's Signature



Office of the City Clerk
Woodstock City Hall
P.O. Box 1539
500 Dundas Street
Woodstock, ON
N4S 0A7
Telephone (519) 539-1291

July 16, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Via email premier@ontario.ca

At the regular meeting of Woodstock City Council held on July 15, 2021, the following resolution was passed:

“WHEREAS the current affordable housing crisis in Canada and the quality of life implications caused by addiction, drug and opioid use, and mental health issues are impacting communities in Canada and around the world;

AND WHEREAS citizens in many communities are alarmed by the increase in homelessness, needles discarded in public spaces, visible signs of illegal activities, and are disillusioned with the justice system response;

AND WHEREAS policing and the justice system is not the solution to homelessness and addiction or an effective use of public funds;

AND WHEREAS Public health initiatives and programs aimed at addiction are provided by multiple Ministries and agencies and are clearly inadequate and new long-term solutions are required;

AND WHEREAS many of the programs and attempts from different agencies, government organizations, and Ministry service providers have created a disjointed delivery system;

NOW THEREFORE BE IT RESOLVED that Woodstock City Council calls on the Honourable Doug Ford, Premier of Ontario to bring together the Ministry of the Attorney General, the Ministry of Health, the Ministry of Municipal Affairs and Housing, and the Ministry of Children, Community and Social Services to immediately work together on both short and long term solutions, complete with funding, to take proper responsibility and action to address the affordable housing, homelessness, and addictions crisis;

AND FURTHER that this resolution be circulated to the Honourable Ernie Hardeman, Oxford MPP; the Association of Municipalities Ontario; and all Ontario municipalities.”

Yours Truly,



Alysha Dyjach, Deputy City Clerk

Cc via email:

- The Ministry of the Attorney General - attorneygeneral@ontario.ca
- The Honourable Christine Elliott – Minister of Health - christine.elliott@ontario.ca
- The Honourable Steve Clark – Minister of Municipal Affairs and Housing - steve.clark@pc.ola.org
- The Honourable Merrilee Fullerton – Minister of Children, Community and Social Services – MinisterMCCSS@ontario.ca
- The Honourable Ernie Hardeman, Oxford MPP - ernie.hardemanco@pc.ola.org
- Association of Municipalities Ontario – amo@amo.on.ca
- All Ontario Municipalities



KEY INFORMATION REPORT
FINANCIAL SERVICES

August 23, 2021

SUBJECT: 2022 Budget Meeting Dates

BACKGROUND:

At the July 2021 Council meeting, Council provided input into the timeline for the 2022 budget presentations. Preference was to have budget deliberations begin December 8th, 2021 and continue to December 9th, 2021 if necessary.

COMMENTS/OBSERVATIONS:

The 2022 budget discussions will begin on December 8th, 2021 at 9 a.m. and will continue to December 9th, 2021 if necessary.

The draft budget document will be available to Council approximately one (1) week in advance of the meeting.

If any member of Council has projects or matters that that they would like investigated, please do not hesitate to contact the CAO or any County Director.

Note that this report constitutes public notice of the budget meeting.

Respectfully Submitted.



KEY INFORMATION REPORT

TRANSPORTATION SERVICES

August 23, 2021

SUBJECT: Entrances in St. Andrews West Construction

BACKGROUND:

At the request of Councilor McGillis, the purpose of this report is to provide Council with a brief summary of how Transportation manages entrances when undertaking reconstruction projects, ditching, or entrance culvert replacements along County Roads. This request stems from the feedback received by several residents within St. Andrews West (currently under construction) who prefer to see their existing driveway 'grandfathered' rather than adjusted to meet standards.

Why should SDG regulate entrance locations and standards?

The primary objective of access control is to provide safe and orderly access into the right of way. This access must meet the functional and operational requirements of the road. Studies demonstrate that there is a strong relationship between access control and collision rates, as collisions increase as frequency of access increases. Collision and fatality rates with full control of access are shown to be half of that of rural roads with no access control (*Source: Transportation Association of Canada*).

How the Entrance By-law Works:

The existing entrance By-law was passed by Council in 2017. This by-law applies to all County roads and its standards are implemented by staff through the permitting process or when pipes are replaced as part of infrastructure renewal. Residents wishing to obtain a new entrance to their property apply to the County for a permit and are responsible for the initial construction and ongoing surface maintenance of the entranceway. If a landowner attempts to change the use of property through a formal application process (i.e. severance, setback, site plan application, subdivision etc.), staff will review the existing entrance(s) to the property and, if necessary, require changes to ensure that the driveway meets applicable standards.

Once the installation is approved SDG takes full responsibility for the pipe, and, to a certain extent, assumes the financial and legal liability that this entrance creates. All pipes which provide access onto County Roads are considered municipal infrastructure. Because these pipes are an integral part of roadside drainage and safety, it is important that the County control how they are installed, managed, and maintained.

In accordance with the by-law (section 7, subsection d), during reconstruction or ditching activities, the "*County shall reinstate entrances at the County's cost to the current standards which are applicable under this by-law*".

A summary of some relevant provisions noted in the by-law are as follows:

- **Pipe Material / Size**
 - Aluminized steel or High-Density Polyethylene is permitted.
 - Pipe diameter is based on drainage catchment area.

- **Surface Widths**
 - Residential Driveway – 5.0m wide (at throat)
 - Commercial Entrance – Per MTO Site Access Standards, (varies based on actual use)
 - Farm Entrance – 6.0m wide (at throat)

- **Number of Accesses onto County Road**
 - Residential entrances – 1 residential access per existing lot when there is no access available via a local road.
 - Farm entrances – no limit, but need for multiple entrances must be demonstrated
 - No limit to number of commercial accesses, but need must be demonstrated

- **Location of Entrance:**
 - Location is usually at the discretion of the applicant; however, it must meet the minimum site distance standards and spacing/offsets as noted in the by-law.

For reference the approximate cost for a “typical” residential entrance (5.0m surface, 400mm culvert, 1.0m ditch depth), is approximately \$3000 plus asphalt, which can vary between \$2000 - \$5000 depending on location and quantity of work.

St. Andrews Reconstruction

As part of the St. Andrews reconstruction, there are several entrance updates where the landowners have expressed concern with the proposed work. The existing entrance located at civic number 17427 was 8.5m wide. Reinstatement to this width is preferred by the resident because they are employed by a trucking company and frequently bring their truck, occasionally with a trailer, home at night. As noted in the by-law standards, the County has designed this entrance and installed an appropriately sized culvert to this property based on a 5.0m throat width (see figure 1, 2).



Figure 1: Existing Driveway

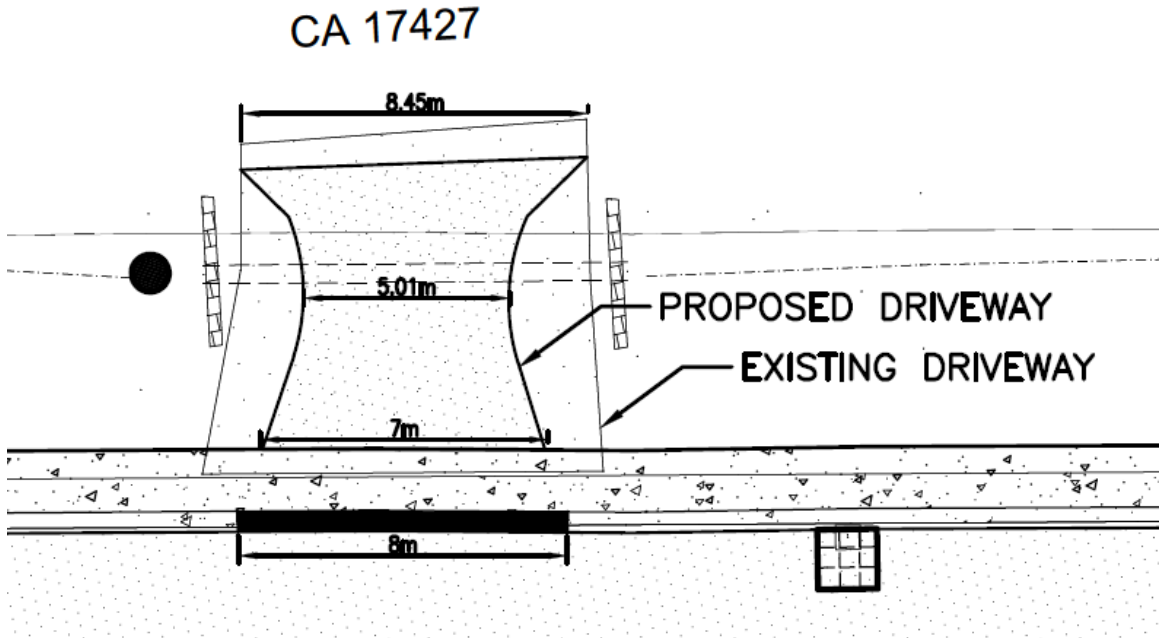


Figure 2: Proposed Driveway

When the concern with this width was brought to our attention, staff completed a check with truck turning templates and confirmed that although it is certainly more challenging, it is possible to continue to back a full tractor-trailer into the yard. Although staff appreciate the residents position and desire to 'grandfather' this existing width, it is our view that the new driveway is still sufficient to accommodate a tractor-trailer, and, will therefore remain consistent with the residential driveway standards as provided in the by-law.

The other main issue noted onsite are the residences at 17411 and 17424, who have 'horseshoe' driveways. As provided in the By-law, one access per residential property is permitted; therefore, these residents will each lose one access point onto SDG 18 when one leg of their horseshoe driveways are removed. These residents also are of the view that their driveways should be 'grandfathered'.

It should be noted that the opposite also remains true – those driveways with less width than existing standards are widened in order to accommodate future improvements.

COMMENTS/OBSERVATIONS:

Staff realize that there are instances where road or ditching improvements will not be welcomed as the entrance is brought into conformity with the existing By-law. As such, staff take strides to identify these circumstances and work with the landowners to mitigate the changes to the greatest extent possible, including widening the new surface up at property line to match existing width on private property. Examples of such reinstatement conditions completed during 2020 ditching work are illustrated in Figures 3 and 4 below. Note that, although there is a 5.0m throat width at the pipe, the radius at the edge of road provides a sufficiently wide access point.



Figure 3



Figure 4

Given that this by-law has undergone a relatively recent update (2017), staff remain satisfied with its state and do not propose any changes with the residential entrance standards at the present time. Staff were considering having a broader discussion with Council regarding agricultural entrances at the upcoming Committee of the Whole meeting.

The provisions of the by-law are intentionally prescriptive to allow staff to administer the by-law in a consistent manner for all residents. The provisions of the by-law are based on common accepted standards, and balance the needs of the various users.

Should Council wish to consider waiving certain provisions of this by-law, it is recommended that such a direction be captured via a formal resolution and identify the specific address(es) and the provision(s) being waived.

Respectfully Submitted

Attachment – Entrance By-law

THE CORPORATION OF THE UNITED COUNTIES
OF STORMONT, DUNDAS AND GLENGARRY

BY-LAW NO. 5122

A BY-LAW to regulate the installation and usage of entranceways and pipes and to prohibit the obstruction of certain drains.

WHEREAS Part II Section 11 Table of The Municipal Act, R.S.O. 2001, assigns the whole sphere of Highways to Upper Tier municipalities that have highways, and

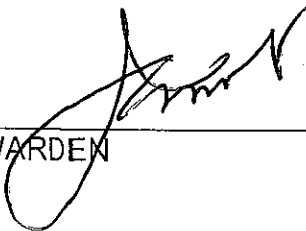
WHEREAS Part II Section 11 Table of Municipal Act R.S.O. 2001 assigns collection of storm water and other drainage from land to Upper Tier Municipalities, and

WHEREAS it is deemed expedient to regulate the installation and use of entranceways and pipes over ditches and water courses upon or providing outlet to any highway forming part of the County Road System of the Corporation of the United Counties of Stormont, Dundas and Glengarry and to protect the outlet of these ditches and watercourses.

NOW THEREFORE the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry enacts as follows:

1. That the installation and usage of entranceways and pipes conform to the requirements set out in Schedule 'A' of this By-law.
2. That By-law 4676 and Roads Policy 2-2 be hereby rescinded
3. That this By-law come into force and effect on the passing thereof.

READ and passed, signed and sealed in open Council this 21st day of August 2017.



WARDEN



CLERK

SCHEDULE 'A' TO BY-LAW 5122

THE REGULATION OF ENTRANCES AND PIPED DITCHES

1) Definitions:

- a) "entrance" means any driveway, laneway, private road, entrance or other structure or facility constructed or used as a mean of access and/or egress to and/or from a highway under the jurisdiction of the Corporation, herein defined as a County Road;
- b) "front yard ditch filling" means the tiling and covering or filling in, of a County roadside ditch, in front of the property for the purpose of improving a lawn or another frontage;
- c) "Corporation" or "County" means the Corporation of the United Counties of Stormont, Dundas and Glengarry;
- d) "applicant" means any person, group or corporate body who applies to the Corporation for permission to construct an entrance or complete a front yard ditch filling;
- e) "Director" means the Director of Transportation and Planning Services of the Corporation of the United Counties of Stormont, Dundas and Glengarry appointed to administer and manage the provisions of this by-law and includes their authorized staff.

2) Classification of Entrances:

- a) "Public Entrance" means an entrance opening onto a County road from a public road, street or highway or other thoroughfare, maintained by a municipality or other authority;
- b) "Residential Entrance" means an entrance opening onto a County Road from one or more residential dwelling units where there is no common parking area;
- c) "Commercial Entrance" means an entrance opening onto a County Road from a property used for commercial, industrial or institutional use or a combination thereof and includes residential properties such as apartments, townhouse developments and other multiple dwelling unit developments having common parking areas;
- d) "Farm Entrance" means an entrance opening onto a County Road from a farm, field, bush, or other agricultural use.
- e) When an entrance is reclassified, the entrance shall conform with the minimum standards of the newly designated use per Section 9. In instances where the

classification is changing from a greater standard to lesser standard, the Director shall have the discretion to determine the necessary improvements required to issue a permit for the reclassification.

- f) "Temporary Entrance" means an entrance opening onto a County Road that will be used for a limited period not to exceed 6 months to permit construction or other short term access.

3) Issuance of Permits

- a. No person, group or corporate body shall construct, alter or change an entrance or the classification (use) of an entrance or shall proceed with the filling or alteration of a front yard ditch adjacent to a County Road, until they have obtained a permit and paid the prescribed fees.
- b. Each application for a permit shall be made on the form provided by the County, available at the County Administration Building and on the County website.
- c. All applications are to be completed and delivered or mailed to the office of the County c/o the Department of Transportation and Planning Services, with the applicable application fee and location sketch.
- d. The sketch submitted with an entrance permit application must provide enough information to enable staff to locate the entrance in the field (e.g. dimensions to buildings and/or landmarks such as fences, hedgerows, tree lines, property lines, etc.) In addition, the applicant shall stake out or suitably mark the location of the proposed entrance for inspection by County staff
- e. The installation permit shall be issued on behalf of the County and subject to the terms and conditions provided herein and shall be valid only upon the completion of the terms and conditions contained therein
- f. The cost of construction or alteration of all entrances or front yard ditch filling, including the construction of catch basins, curbs, gutters, sidewalks, islands, granular, pipes, vegetation or other necessary appurtenances shall be borne entirely by the applicant
- g. The issuance, modification, revision or renewal of a permit shall be subject to the prescribed fee.
- h. New residential lots proposed through severance will not be granted an entrance permit unless the driveway spacing conforms with the conditions identified within the County Official Plan.
- i. In the event that an entrance or front yard ditch filling has not been

constructed or installed in accordance with the Permit, it shall be removed by the applicant upon written direction issued by the Director. Failure to do so will result in the removal by the County at the expense of the applicant.

- j. When requested, the application for a permit shall be accompanied by proof of ownership of the subject property, in a form satisfactory to the Director.
- k. The contractor engaged to perform the work by the owner shall provide and maintain Comprehensive/ Commercial General Liability insurance acceptable to the Director prior to and during the installation of the works.
- l. Where the applicant wishes to construct an entrance, or undertake a ditch filling, the Director shall determine the size, location and mode of construction of the culvert, bridge, pipe or other structure to be used in the construction of the works. The permit will state these requirements and any other special provisions deemed necessary on the permit issued to the applicant.
- m. The construction of an entrance or a front yard ditch filling, in accordance with the specifications established shall be completed within twelve (12) months from the date of issuance of the installation permit. The Director may, in their sole discretion, renew or extend any permit issued under this by-law at no charge to the applicant.
- n. The applicant or their contractor shall notify the County representative indicated on the permit at least 48 hours prior to commencement of construction of the entrance or filled-in ditch. Work cannot commence until the County authorizes the start.
- o. Entrance or ditch filling applications that do not conform to this by-law shall be denied and the applicant shall be so informed in writing within five days of the Director's decision. A person who wishes to appeal a decision of the Director made pursuant to this by-law may appeal the Director's decision in accordance with the following:
 - i. County Council may authorize exceptions to this by-law on a case-by-case basis. The fee to make a request for exception shall be in accordance with the County's User Fee By-law, as amended from time to time. A written summary of the request for exception and /or presentation must be submitted to the Clerk of the County in accordance with the County's procedural by-law.

4) Restrictions - Entrances

- a. Each entrance onto a County Road must be designed, constructed and

maintained in a manner that will prevent surface water from adjoining properties being discharged via the entrance onto the shoulder or travelled portion of the County Road

- b. Where an alternate means of access is available, either by connection to the local road or a joint mutual entrance serving more than two properties; direct access onto the County road system will be denied.
- c. Entrances shall conform to the standards defined in Part 9 of this By-law.
- d. An entrance will not be permitted in a location that in the opinion of the Director would cause a traffic hazard. The applicant may be required to obtain a survey and/ or Engineering review to demonstrate that safe access to the County Road system is possible.
- e. A maximum of one entrance may be approved for each lot. Additional entrances shall not be permitted unless they are auxiliary farm entrances used solely for agricultural purposes. Secondary commercial entrances may also be approved provided the applicant demonstrates the need for this auxiliary entrance at the sole discretion of the Director through a traffic study or site circulation plan.
- f. No new (additional) entrance permits shall be granted to existing lots which have an existing approved entrance whether shared or otherwise onto a County Road. Should a lot have more than one entrance, the Director, in their sole discretion, reserves the right to require the removal of as many entrances as required to comply with the provisions of this By-law.
- g. Shared residential entrances are discouraged and only considered if individual entrances are not possible due to physical and/or safety constraints above and beyond the spacing requirements identified in the County *Official Plan*. Permits may be issued for new shared residential entrances provided that:
 - i. the main buildings have the same use and qualify for the same entrance standard;
 - ii. a legal framework is established to secure adequate access rights for all properties making use of the shared residential access;
 - iii. all other requirements of this by-law are satisfied.
- h. When an entrance is to be changed, or altered or where the property is used for any purpose other than its original use, a permit shall be required and the installation must comply and be subject to all the provisions set out in this by-law.
- i. No permanent entrances are to be installed between December 1st and April 15th unless a specific exemption is issued by the Director

5) Restrictions – Ditch Filling

- a. Each front yard ditch filling onto a County Road must be designed, constructed and maintained in a manner that will accept surface water from the County road and prevent surface water from adjoining properties from being discharged onto the travelled portion of the County road.
- b. All permitted ditch filling is done at the applicant's risk with no guarantee of continued right of use.

6) Work within *Municipal Drains*

- a. In instances where the entrance or ditch filling occurs within a *Municipal Drain*, the applicant will be required to obtain approval from the *Drainage Superintendent* and other applicable authorities prior to applying for an entrance permit.
- b. Any new pipes or works installed within *Municipal Drains* and their subsequent maintenance, repairs, alterations, replacements, surface repairs etc., shall be the responsibility of the property owner. Work shall take place in accordance with provisions noted within the *Drainage Act*.

7) Maintenance

- a. Property owners having access to a County Road are solely responsible for the original installation and continued surface maintenance of the entrance, including but not limited to the removal of snow and ice, keeping the portion of the access within the right-of-way in a safe condition for vehicular traffic, except in instances where the surface deficiency is a result of a pipe deficiency. Any pipe or structure installed under the terms of this by-law shall become property of the County and can be modified, removed or upgraded when deemed necessary.
- b. Any existing front yard ditch filling or any front yard ditch filling installed under the terms of this by-law shall be the property of the County upon acceptance of the work. All subsequent maintenance, repairs, alterations, surface repairs etc., shall be the responsibility of the County. All works installed under the terms of this by-law can be modified, removed or upgraded when deemed necessary.
- c. Head walls, retaining walls or structures (i.e. pillars, timber/railway tie/ block/ stone/ brick walls or any other type of material) at culverts shall not be permitted within the County road allowance. These shall be removed by the applicant upon written direction issued by the Director. The County will not be responsible for replacing any structures connected with any entrance

while doing any maintenance work within the road allowance.

- d. Where an existing entrance is affected by the reconstruction of a County Road or the reconstruction or cleaning of a ditch, the County shall reinstate, entrances at the County's cost, to the current standards applicable under this by-law. Restoration of surfaces will be with gravel (for non-paved entrances) or asphalt (for any hard-surfaced entrance). Reinstatement will be limited to the area physically disturbed during the work. Concrete and paver stone surfaces will not be replaced by the Counties.

8) Obstruction of Ditches and Watercourses

- a. No person shall obstruct any ditch, drain, watercourse or culvert either situated on or adjacent to a County road or any ditch, drain, watercourse or culvert providing an outlet for water discharged from a County road
- b. Any person found to be obstructing a drain, ditch, watercourse or culvert, shall, when requested by the County to do so, remove the obstruction within such time as is reasonable having regards to all circumstances but, in any event, within twenty-four (24) hours, and in default thereof, same shall be done by the County at the person's expense.

9) Standards

- a. Pipes:
 - i. The diameter, gauge, length and type of pipe to be used to convey surface water drainage either through an entrance or a front yard ditch filling shall be determined by the Director based on contributing drainage area and other factors deemed appropriate during the analysis.
 - ii. Material:
 - Entrances: New aluminized corrugated steel pipe with a minimum wall thickness of 1.6 mm for pipes size up to 1,200 mm or high-density polyethylene (HDPE) at 320 kpa minimum stiffness. The wall thickness for corrugated steel pipes with a larger diameter than 1,200 mm shall be evaluated on a case by case basis.
 - Ditch filling: Perforated high-density polyethylene (HDPE) at 320 kpa minimum stiffness and approved fittings / couplers.

- b. Surface Widths:
 - i. Public Entrance: Per Engineer's design approved by the County
 - ii. Residential Driveway: 5.0m
 - iii. Commercial Entrance: Per Ministry of Transportation Ontario Commercial Site Access Standards (CSAS) or approved Engineer's design
 - iv. Farm Entrance: 6.0m
 - v. Temporary Entrance: Varies based on requested use
- c. Culverts shall be installed at the proper grade to provide free and unimpeded flow of water through the culverts.
- d. The culvert shall be centred on the entrance and in the ditch line unless otherwise approved by the Director.
- e. Finished surface grading is to be completed per the requirements of the permit. Applicants may be required to submit a site grading plan depicting the existing topography and proposed site grades and cross sections at the discretion of the Director.
- f. Entrances are not permitted within 50 metres of, or across, a day lighting triangle, acceleration, deceleration, passing lane, intersection or at grade rail crossing;
- g. Entrances are not permitted within 50 meters of a structure such as bridges or guiderail that may obstruct the vision of traffic using an adjacent entrance and traffic on the County Road approaching the entrance.
- h. Ditch filling will not be permitted within areas where snow storage cannot be achieved.

- i. The minimum sight distance for new residential entrances shall be:

Minimum Sight Distance - Residential

Speed Limit km/h	Sight Distance (m)	
	Flat – less than 3% (metres)	On a grade – 3 % or greater (metres)
40	45	45
50	65	65
60	85	90
70	110	120
80	140	155
90	170	190
100	200	220

- j. The minimum sight distance for new commercial/ farm / field entrances shall be:

Minimum Sight Distance – Commercial and Agricultural Related

Speed Limit km/h	Sight Distance
50	120
60	140
70	160
80	180
90	200
100	230

10) Inspections, Offence and Penalty Provisions

- a. A field inspection may be carried out by County staff upon commencement and/or completion of the entrance
- b. The County may require that modifications be performed if the installation of the Entrance does not conform to the plans, specifications and permit conditions.
- c. In the event that modifications are required, the County shall provide written

notice of the modifications to the applicant at the applicant's address as shown on the entrance permit application. The applicant shall carry out the required modifications within 45 days of the date of the written notice and is responsible for the cost of the inspection and any modifications required.

- d. Any person who contravenes the provisions of this by-law is guilty of an offence and, upon conviction, is subject to a fine as provided in the Provincial Offences Act and to any other applicable penalties.
- e. If this by-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.
- f. Each day of default by the owner in complying with any of the provisions of this by-law shall constitute a separate offence.
- g. This By-Law is subject to and in furtherance of The Drainage Act, R.S.O., 1990, Chapter D.17 as amended.



KEY INFORMATION REPORT

TRANSPORTATION SERVICES

August 23, 2021

SUBJECT: Road Tour

BACKGROUND:

As a result of the pandemic, this spring Council agreed to postpone the annual road tour and reconsider having one this fall. The road tour is typically an all-day event which makes use of a rented bus to transport Council to various construction sites and points of interest throughout SDG (300-400km of travel with multiple stops in the day).

The current 'school reopening plan' guidelines note that buses are permitted to operate at full capacity; however all students must wear masks, windows are to be open to improve ventilation (if feasible) and distancing must be respected (if feasible). If Council wishes to have a road tour; it is expected that similar requirements will need to be respected while travelling on the rented bus, which will make it difficult to have any discussions or provide Council with project information as we travel between sites.

COMMENTS/OBSERVATIONS:

Council has several options:

- 1) Agree to participate in a road tour, understanding that there will be certain expectations / restrictions associated with bus travel.
- 2) Conclude that a road tour isn't feasible / realistic this year.
- 3) Reserve the decision until the September meeting because of current conditions and the potential for increased case-loads after the return to school.

If Council determines that it wants to hold a road tour this fall, staff would appreciate confirming a date so that it can begin planning the agenda and booking transportation.

Respectfully Submitted.



KEY INFORMATION REPORT

TRANSPORTATION SERVICES

August 23, 2021

SUBJECT: Updated Flag Policy

BACKGROUND:

The attached draft flag policy is a housekeeping update to the County's existing Flag Policy (Policy 4-2). The changes in the updated draft policy reflect current and best practices.

COMMENTS/OBSERVATIONS:

Given some of the developments in Canada regarding residential schools and the lowering of flags in recognition thereof, a review of the County's existing flag policy is warranted.

The existing flag policy, passed in May 2006, exclusively deals with the Canadian flag and when it should be half-masted. Although the half-masting provisions generally reflect official federal and provincial guidelines, in practice, SDG also takes the lead for half-masting based on actions from our provincial and federal partners when recognizing other occasions which were not identified in the existing policy.

It should also be noted that the existing policy does not note other flags to be flown at the County Administration office – again, in practice SDG permanently flies the Province of Ontario Flag and will temporarily fly other flags of significance and importance (e.g. Pride Flag, United Way Flag).

Staff have identified possible updates to the policy:

- Defined the permanent flags and temporary flags as well as their order of precedence.
- Noted that Council can authorize the flying of temporary flags and that the Warden has discretion to authorize the flying of a temporary flag.
- Referenced that flags are to be flown and displayed in accordance with national and provincial protocols and guidelines
- Included a provision that gives the Warden the discretion to authorize flying County flags at half-mast for circumstance not defined within the policy.
- Noted that temporary flags may request being removed if being flown at half-mast.

The draft policy intends to maintain the half-masting provisions of the previous policy, while capturing the current practices employed by the County. If Council is in agreement with the draft policy, staff will bring it forward to the next County

Council meeting for formal approval. If Council does not agree with the policy revisions, staff welcome feedback and can bring it back for consideration at a future meeting.

ATTACHMENTS:

- Existing Flag Policy 2-4 (May 2006)
- Draft Flag Policy

Respectfully submitted.

POLICY MANUAL	Policy No. 4.2
For the United Counties of Stormont, Dundas & Glengarry	Effective Date: May, 2006
Subject: Flag	Department: Council

1. The Canadian Flag shall be flown at the County Administration Office.
2. The Canadian Flag shall be flown at half-mast on the death of:
 - a) the Sovereign or a member of the Royal Family related in the first degree to the Sovereign (ie. husband or wife, son or daughter, father, mother, brother or sister)
 - Governor General or former Governor General
 - Prime Minister or former Prime Minister
 - Lieutenant-Governor of the Province of Ontario or former Lieutenant-Governor of the Province of Ontario
 - Premier of Ontario or a former Premier of Ontario
 - Member or former Member of the House of Commons for this riding
 - Member or former Member of the Provincial Legislature for this riding
 - Mayor, Deputy Mayor and Councillors and former Mayors, Deputy Mayors and Councillors of the United Counties of Stormont, Dundas and Glengarry
 - County Employees
 - b) at half-mast shall include the day of death and up to and including the day of the funeral.
3. The Canadian Flag shall be flown at half-mast on Remembrance Day.
4. The Canadian Flag shall be flown at half-mast on April 28th of each year in recognition of the National Day of Mourning for persons killed or injured in the workplace.

POLICY MANUAL	Policy No. 4-2
For the United Counties of Stormont, Dundas & Glengarry	Effective Date:
Subject: Flag Policy	Department: Council

Purpose of this Policy

This policy is intended to ensure that flags at the County Administration Building and other County-owned properties are displayed and flown properly.

The flag policy covers both those that are flown permanently and those that are flown temporarily to mark special occasions.

Permanent Flags:

The permanent flags which will be flown at the County Administration Building are the National Flag of Canada and Province of Ontario Flag. Depending on the number of flag poles located at other County-owned properties, the order of precedence will be the National Flag of Canada, followed by the Province of Ontario Flag, followed by the United Counties of Stormont, Dundas and Glengarry Flag, followed by the Flag of the Local Municipality where the property is located.

Temporary Flags:

Temporary Flags will only be flown at the County Administration Building. A temporary flag will be flown in lieu of the Provincial flag.

Temporary Flags includes those of groups and organizations where their mandates, programs or activities are directly related to the United Counties by way of a relevant funding or partnership agreement. Temporary Flags will also be displayed when directed via resolution from County Council or at the discretion of the Warden. The length of time the temporary Flag will be displayed will be based on the duration of the commemoration, celebration or based on the appropriate length of observance.

Displaying Flags

Flags shall always be flown and displayed in accordance with national and provincial protocols and guidelines.

Half Mast of Flags:

Flags which are being displayed will be flown at half-mast for under the following circumstances:

- 1) The death of:
 - a. the Sovereign or a member of the Royal Family related in the first degree to the Sovereign (ie. husband or wife, son or daughter, father, mother, brother or sister)

- b. Governor General or former Governor General
- c. Prime Minister or former Prime Minister
- d. Lieutenant-Governor of the Province of Ontario or former Lieutenant Governor of the Province of Ontario
- e. Premier of Ontario or a former Premier of Ontario
- f. Member or former Member of the House of Commons for the riding
- g. Member or former Member of the Provincial Legislature for the riding
- h. Warden and Councillors or Former Wardens and Councillors of the United Counties of Stormont, Dundas and Glengarry
- i. Current Employees of the United Counties of Stormont Dundas and Glengarry

Flags will be flown at half-mast from the day of death up to and including the day of the funeral unless Federal and/or Provincial protocols dictate otherwise.

- 2) Remembrance Day
- 3) On April 28th of each year in recognition of the National Day of Mourning for persons killed or injured in the workplace
- 4) To commemorate a solemn occasion for circumstances not described above. The half-masting for such instances will be authorized by the Warden and/ or their designate. Should the Warden or designate not be available, the CAO shall have delegated authority to authorize half-masting.

In the event a temporary flag is being flown at the time of half-masting, the group/ organization's flag shall either be flown at half-mast or alternatively request that the flag be removed.



KEY INFORMATION REPORT

TRANSPORTATION SERVICES

August 23, 2021

SUBJECT: Warden's House Renovations – August Update

BACKGROUND:

County Staff have been authorized to coordinate upgrades to the portion of the Administration Building referred to as “The Warden’s House.” The following is a brief summary of progress to date.

COMMENTS/OBSERVATIONS:

County staff have applied for a building permit with the City of Cornwall. The anticipated date of obtaining the permit is August 13, 2021.

Staff have broken the project into the following components:

1. Designated substance abatement
2. Demolition and structural framing
3. Electrical relocations
4. Mechanical relocations
5. Interior Finishes

Per the cost estimate prepared by EVB as part of the design exercise, the demolition, abatement and electrical/mechanical relocations was estimated to have a combined cost in the order of \$86,000.

County staff further clarified the designated substance scope with a local contractor in preparation for issuing a designated substance abatement request for quotation (RFQ). The scope was determined to be very minor and will be addressed on an “as-needed” basis. County staff are expecting an abatement cost to be around \$1,000.

County staff issued a request for quotation to local contractors with structural framing capabilities. The scope included the reconstruction of the ground floor load-bearing wall, the basement structural reinforcements and any demolition required to access the structural elements. One quotation was received from Menard Robertson Homes & Renovations Inc. at a cost of \$46,870.00. The demolition work started on the week of July 16th and the structural renovation work is anticipated to be complete by the first week of October. The price received from the contractor was within the estimated cost to complete this work. Demolition is expected to begin within the next several weeks.

The ICIP funding was approved earlier in 2021 (formal agreement will be passed during this meeting). Per the funding agreement, work was to start by September 30th, 2021 to qualify for funding (the County has met this deadline). The funding also stipulates that the eligible expenses must be incurred by December 31st, 2021, after which date further expenses will not be covered.

County staff are confident that the project is on schedule to make use of the available funding and that the work will be completed within the approved budget of \$200,000.

Respectfully submitted.



KEY INFORMATION REPORT

TRANSPORTATION SERVICES

August 23, 2021

SUBJECT: McPhee Bridge Progress Report

BACKGROUND:

As Council is aware, the McPhee Bridge, located on County Road 10 east of Alexandria, is undergoing rehabilitation this summer.

COMMENTS/OBSERVATIONS:

The project has been progressing well since the start this spring. At the July 7th site meeting the following milestone activities/dates were noted:

- July 26th: next scheduled progress meeting;
- August 3rd: switch-over from Phase 1 to Phase 2 (e.g. other side of the bridge);
- September 24th: project end date and resume two-way traffic

At the July 26th progress meeting, the contractor identified that their subcontractor had notified them that the availability of the steel tubing needed to fabricate the bridge safety barriers was a challenge and that they were unable to manufacture the railing because of the lack of supply. As Council is aware, the pandemic has impacted the supply chain and the availability of construction materials. The installation of the Phase 1 safety barrier is necessary to allow for the switch-over to Phase 2 of the project.

Several alternatives have been considered, such as fabricating a temporary safety barrier, or reconfiguring the Phase 2 footprint to make use of jersey barriers along the open side of the bridge. Unfortunately, the design of temporary bridge safety barriers is not feasible and the lane width requirements were not reasonable if jersey barriers were to be installed.

After an analysis of the various options, County staff and the contractor were faced with two options:

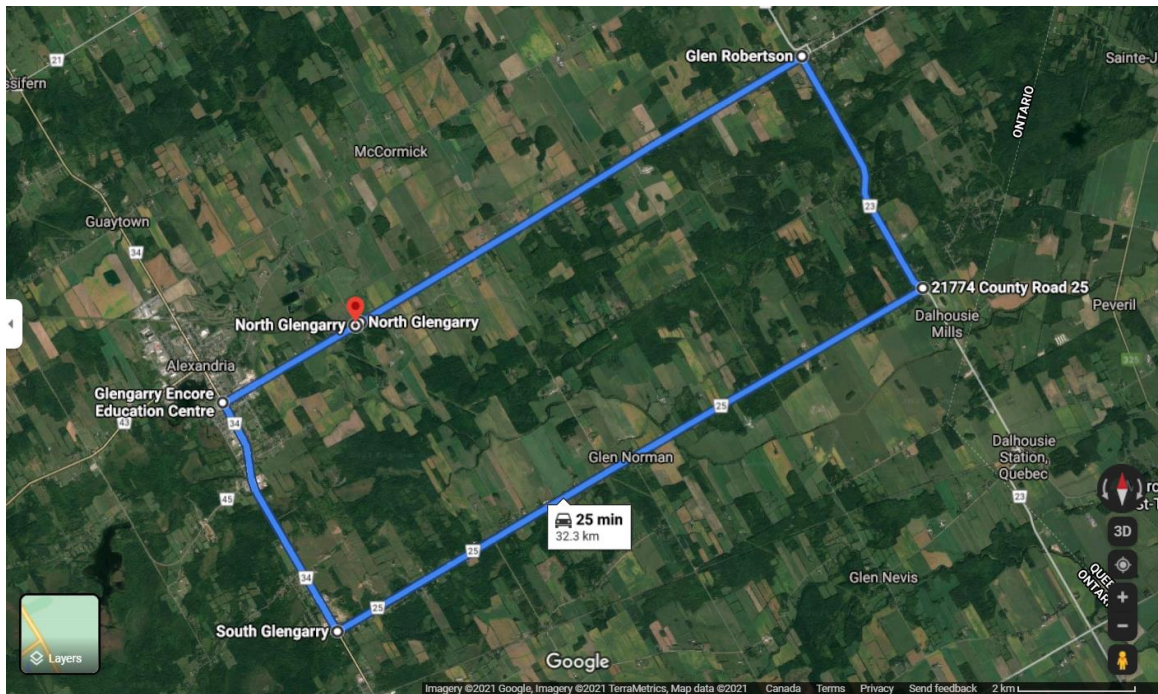
1. Shut down the project until the safety barrier is fabricated and installed, at which point the project may switch over to Phase 2 and continue to completion.
2. Completely shut down County Road 10 at the bridge so that Phase 2 can commence without the installation of the Phase 1 safety barrier.

Because a project shutdown would likely result in delaying the project completion into winter months, this option was determined to be unacceptable and would likely compromise the quality and longevity of the rehabilitation (cold weather work,

challenging conditions, conflicts with snow plowing). County staff have made the decision to prepare for a full road closure.

The 'formal' detour will be established using County Road 10, County Road 23, County Road 25, and County Road 34. This closure is expected to commence on August 16th, with a return to single lane over the bridge as soon as the Phase 1 barrier is erected. We will also provide signage for a more local detour using Massiedale Road and Power Dam Road.

Township staff have been made aware of this issue and County and Township staff are working on a media strategy to inform the public.



Respectfully submitted.



KEY INFORMATION REPORT

TRANSPORTATION SERVICES

August 23, 2021

SUBJECT: County Plow Fleet

BACKGROUND:

Transportation Services maintains twenty snowplow units within its inventory. These twenty plows are distributed evenly across all four patrols. At each patrol, four plows are 'active' and one is considered a 'spare', and are used to maintain full service in the event of breakdowns. The 'spare' plow at the St. Andrews patrol also functions as the anti-icing unit that Transportation has been using for its pilot project with direct-liquid-application (anti-icing). The dual use of this spare plow has meant that many opportunities to expand our anti-icing efforts are missed. As winter arrives, the anti-icing unit is converted back into a traditional plow because it needs to be harnessed and ready to push snow, wing and apply road salt (e.g. the anti-icing tank and spray bar are removed for a majority of the winter).

COMMENTS/OBSERVATIONS:

The delivery of the 2020 snowplow was significantly delayed, and staff made the decision to not send the "soon-to-be surplus" plow to auction to ensure the County had the appropriate resources at the start of winter. Experience suggests that the surplus unit should only be auctioned when the new truck is in the yard. Additionally, the prime opportunity to dispose surplus plows is early fall when contractors are looking for turn-key plow units for their snow clearing contracts.

Once the 2020 plow arrived, it effectively created an extra licensed unit and allowed the 'dedicated' St. Andrew's spare to remain set-up as an anti-icing unit. Staff hoped to continue the anti-icing through the entire winter season; however, North Dundas lost a plow due to a fire and needed to borrow one of the County's spares for the remainder of the winter. To ensure adequate resources, the anti-icing unit was converted back to a plow.

The County currently has twenty-one units in stock, with the delivery of the new 2021 truck expected within the next several weeks. With the continued interest in salt-reduction strategies, staff are looking to gauge Council's interest on using some of these existing resources to expand our anti-icing program. Because of the conflicting equipment setup when a truck functions either as a spare plow or anti-icing unit, staff would recommend, at a minimum, that Council support keeping one surplus truck so that the anti-icing setup can be left on a dedicated vehicle for the whole winter. This approach would effectively increase the size of our snowplow inventory from 20 to 21 vehicles.

Because the County will technically have two surplus plows when the 2021 unit is delivered, Council is provided with the additional opportunity to significantly expand its anti-icing program by keeping this extra unit and creating two dedicated anti-icing trucks (e.g. one serving the east patrols and one serving the west patrols).

This approach would double the County's anti-icing capabilities once an additional tank and spray-bar are purchased. The County's snowplow inventory would increase from 20 to 22 vehicles. If Council is interested in this option, staff can prepare a report for the September meeting to recommend using the equipment reserve to purchase the tank and spray bar before the end of the year.

Input on the above is necessary so that staff can plan to safety the above surplus units in lieu of sending to auction. Alternatively, Council may prefer that the fleet remain at 20 vehicles per the current equipment replacement plan. The surplus units will then be auctioned in the near future.

Respectfully submitted.

THE CORPORATION OF THE UNITED COUNTIES
OF STORMONT, DUNDAS AND GLENGARRY

BY-LAW NO. 5311

A BY-LAW of the Corporation of the United Counties of Stormont, Dundas and Glengarry to adopt, confirm and ratify matters dealt with by resolution.

WHEREAS Section 5(3) of the *Municipal Act, 2001, S. O. 2001*, Chapter 25, as amended, provides that the powers of the Corporation of the United Counties of Stormont, Dundas and Glengarry, shall be exercised by by-law.

AND WHEREAS in many cases, action which is taken or authorized to be taken by the United Counties of Stormont, Dundas and Glengarry does not lend itself to the passage of an individual by-law.

NOW THEREFORE THE COUNCIL OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS;

1. That the minutes of the meetings, including the in-camera minutes, held July 19 and August 4, 2021, of the Council of the United Counties of Stormont, Dundas and Glengarry, be hereby adopted.
2. That the actions of the United Counties of Stormont, Dundas and Glengarry, at its meeting held on August 23, 2021, in respect of each motion, resolution and other action taken by the United Counties of Stormont, Dundas and Glengarry at its meetings are, except where the prior approval of the Ontario Land Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
3. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the United Counties of Stormont, Dundas and Glengarry in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the United Counties of Stormont, Dundas and Glengarry.

4. That the Warden and Members of Council of the United Counties of Stormont, Dundas and Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action of the United Counties of Stormont, Dundas and Glengarry to obtain approvals where required and except as otherwise provided, the Warden or Clerk are hereby directed to execute all documents necessary on behalf of the United Counties of Stormont, Dundas and Glengarry.

READ and passed in Open Council, signed and sealed this 23rd day of August, 2021

WARDEN

CLERK