



The Corporation of the Township of Malahide

A G E N D A

July 21, 2022 – 7:30 p.m.

**Springfield & Area Community Services Building
51221 Ron McNeil Line, Springfield**

**** Note: Due to COVID-19 restrictions, this meeting will have limited seating capacity for Council and Municipal Staff only. The meeting will also be streamed live on YouTube.****

- (A) Call Meeting to Order
- (B) Disclosure of Pecuniary Interest
- (C) Approval of Previous Minutes **RES 1 (Pages 7-25)**
- (D) Presentations/Delegations/Petitions
 - Presentation – Carolyn Krahn, County of Elgin, regarding Economic Development - Welcome Home Video Campaign and Economic Development Plan **RES 2 (Pages 26-44)**
- (E) Reports of Departments
 - (i) Director of Fire & Emergency Services
 - Emergency Services Activity Report – June **RES 3 (Pages 45-48)**
 - (ii) Director of Public Works
 - (iii) Director of Finance/Treasurer
 - Corporate Credit Cards **RES 4 (Pages 49-52)**
 - 2021 Surplus Allocation **RES 5 (Pages 53-55)**

(iv) Clerk

(v) Building/Planning/By-law

- Severance Application E16/22 – Philip M. Robinson - **RES 6**
PAGES 56-70)

(vi) CAO

(F) Reports of Committees/Outside Boards **RES 7**

(i) Long Point Region Conservation Authority – Minutes of June 1, 2022
(Pages 71-75)

(G) Correspondence **RES 8**

1. Association of Municipalities of Ontario - Watch File – dated July 7, 2022 and July 14, 2022. **(Pages C3-8)**
2. Bonfield Township, Municipality of Brighton, Hastings County, City of Mississauga, Town of Coburg, Township of Ryerson and Municipality of Shuniah – Resolution supporting a new amber alert system be created called the Draven Alert to protect vulnerable children who have not been abducted but are at high risk of danger, injury or death. **(Pages C9-19)**
3. County of Elgin – Council Highlights – July 2022. **(Pages C20-23)**
4. County of Elgin – Response regarding the request to extend reduced speed zone – Village of Springfield. **(Pages C24-28)**
5. City of Owen Sound – Resolution requesting that the Ministry of Municipal Affairs and Housing review the merits of removal of municipal councillors under prescribed circumstances. **(Page C29)**
6. Municipality of Tweed – Resolution requesting that the Ministry of Agriculture, Food and Rural Affairs consider increasing the administration fee on wildlife claims to help offset the increasing costs associated with Livestock Investigation. **(Pages C30-32)**
7. Ministry of the Environment, Conservation and Parks – Correspondence received regarding the Class Environmental Assessment for Minor Transmission Facilities amendment. **(Pages C33-37)**
8. Port Bruce Ratepayers Association – Correspondence received regarding further suggestions to reduce the potential of flooding in Port Bruce. **(Pages C38-40)**
9. The Aylmer-Malahide Museum and Archives – Correspondence outlining the capital campaign launch for renovations of the new Museum building. **(Pages C41-45)**

10. Municipality of Central Elgin – Notice of an Application and public meeting concerning proposed Official Plan Amendment – 5 Year Official Plan Update (**Page C46**)

11. Municipality of Central Elgin – Notice of Passing Zoning By-law Amendment relating to the following: (**Pages C47-48**)

- 285 Bridge Street

(H) Other Business **RES 9**

(i) Elgin Group Police Services Board - OPP Contract Extension (**Pages 76-81**)

(I) By-laws

(i) By-law No. 22-52 – Amending agreement of Police Services for the Elgin Group Municipalities. **RES 10 (Pages 82-86)**

(ii) By-law No. 22-54 – Investing in Canada Infrastructure Program Transfer Payment Agreement **RES 11 (Pages 87-143)**

(J) Closed Session **RES 12-13**

(i) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board relating to taxation matters.

(K) Confirmatory By-law **RES 14 (Page 144)**

(L) Adjournment **RES 15**

*****VIDEOCONFERENCE MEETING***

Note for Members of the Public: IMPORTANT

Please note that the Regular Council Meeting scheduled to be held on July 21, 2022 will be via videoconference only for presenters, the press and the public.

Please note that, at this time, there is not an option for the public to call in to this meeting. However, we will be livestreaming the Council Meeting via YouTube. [Please click here to watch the Council Meeting.](#)

Written comments regarding the Council Agenda items are welcome – please forward such to the Clerk at aadams@malahide.ca.

PLEASE NOTE that the draft resolutions provided below DO NOT represent decisions already made by the Council. They are simply intended for the convenience of the Council to expedite the transaction of Council business. Members of Council will choose whether or not to move the proposed draft motions and the Council may also choose to amend or defeat them during the course of the Council meeting.

1. THAT the minutes of the regular meeting of the Council held on July 7, 2022, be adopted as printed and circulated.
2. THAT the presentation of Carolyn Krahn (County of Elgin) relating to an Elgin County Economic Development, be received.
3. THAT Report No. F-22-10 entitled "Emergency Services Activity Report – June" be received.
4. THAT Report No. FIN 22-18 entitled "Corporate Credit Cards" be received;
AND THAT Policy D-3.3 Corporate Credit Cards be amended as presented.
5. THAT Report No. FIN 22-20 entitled "2021 Surplus Allocation" be received;

AND THAT the Township's 2021 property tax supported surplus in the amount of \$102,760 be transferred to the Contingency Reserve

6. THAT Report No. DS-22-34 entitled "Application for Consent to Sever of Philip M. Robinson" be received;

AND THAT the Application for Consent to Sever of Philip M. Robinson relating to the property located at Part of Lot 2, Concession 9, being Part 2 on 11R-9678 and known municipally as 47932 College Line in Kingsmill Corners be supported for the reasons set out in this Report;

AND THAT this report and the recommended conditions be forwarded to the Land Division Committee for its review and consideration.

7. THAT the following Reports of Committees/Outside Boards be noted and filed

(i) Long Point Region Conservation Authority – Minutes of June 1, 2022

8. THAT the following correspondence be noted and filed:

1. Association of Municipalities of Ontario - Watch File – dated July 7, 2022 and July 14, 2022. **(Pages C3-8)**

2. Bonfield Township, Municipality of Brighton, Hastings County, City of Mississauga, Town of Coburg, Township of Ryerson and Municipality of Shuniah – Resolution supporting a new amber alert system be created called the Draven Alert to protect vulnerable children who have not been abducted but are at high risk of danger, injury or death. **(Pages C9-19)**
3. County of Elgin – Council Highlights – July 2022. **(Pages C20-23)**
4. County of Elgin – Response regarding the request to extend reduced speed zone – Village of Springfield. **(Pages C24-28)**
5. City of Owen Sound – Resolution requesting that the Ministry of Municipal Affairs and Housing review the merits of removal of municipal councillors under prescribed circumstances. **(Page C29)**
6. Municipality of Tweed – Resolution requesting that the Ministry of Agriculture, Food and Rural Affairs consider increasing the administration fee on wildlife claims to help offset the increasing costs associated with Livestock Investigation. **(Pages C30-32)**
7. Ministry of the Environment, Conservation and Parks – Correspondence received regarding the Class Environmental Assessment for Minor Transmission Facilities amendment. **(Pages C33-37)**
8. Port Bruce Ratepayers Association – Correspondence received regarding further suggestions to reduce the potential of flooding in Port Bruce. **(Pages C38-40)**
9. The Aylmer-Malahide Museum and Archives – Correspondence outlining the capital campaign launch for renovations of the new Museum building. **(Pages C41-45)**
10. Municipality of Central Elgin – Notice of an Application and public meeting concerning proposed Official Plan Amendment – 5 Year Official Plan Update **(Page C46)**
11. Municipality of Central Elgin – Notice of Passing Zoning By-law Amendment relating to the following: **(Pages C47-48)**
 - 285 Bridge Street
9. THAT the correspondence received from the Elgin Police Services Board, dated July 12, 2022, recommending the approval of a contract extension of one (1) year until December 31, 2023 be received.
10. THAT By-law No. 22-52, being a By-law to authorize the execution of an amending agreement with her Majesty the Queen In Right of Ontario as Represented by the Minister of Community Safety and Correctional Services

for the provision of Police Services for the Elgin Group Municipalities, be given first, second and third readings, and be properly signed and sealed.

11. THAT By-law No. 22-54, being a By-law to authorize the execution of an Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure Transfer Payment Agreement, be given first, second and third readings, and be properly signed and sealed.
12. THAT Council move into Closed Session at _____ p.m., pursuant to Section 239(2) of the Municipal Act, 2001, as amended, to discuss the following
 - (i) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board relating to taxation matters.
13. THAT Council move out of Closed Session and reconvene at _____ p.m. in order to continue with its deliberations.
14. THAT By-law No. 22-53, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.
15. THAT the Council adjourn its meeting at _____ p.m. to meet again on August 4, 2022, at 7:30 p.m.

The Corporation of the Township of Malahide**July 7, 2022 – 7:30p.m.**Virtual Meeting - <https://youtu.be/wqf6TmfP03w>

Due to COVID 19 and Public Health concerns, the Malahide Township Council met at the Springfield & Area Community Services Building, at 51221 Ron McNeil Line, Springfield, at 7:30p.m. in order to allow for physical distancing. No public attendance was permitted. The following were present:

Council: Mayor D. Mennill, Deputy Mayor D. Giguère, Councillor M. Widner, Councillor M. Moore, Councillor R. Cerna, Councillor S. Lewis, and Councillor C. Glinski.

Staff: Chief Administrative Officer A. Betteridge, Clerk A. Adams, Director of Public Works M. Sweetland, Director of Finance A. Boylan, Director of Fire and Emergency Services J. Spoor, and Human Resources Manager G. Tracey.

Council via Zoom:

Staff via Zoom: Drainage Superintendent B. Lopez

CALL TO ORDER:

Mayor Mennill took the Chair and called the meeting to order at 7:30p.m.

DISCLOSURE OF PECUNIARY INTEREST and the General Nature thereof:

Councillor Widner declared a conflict of interest with respect to Council Agenda item D – Court of Revision – Glinski Drain, E (ii) Drainage Update and RFP Results – Vienna Line and Hacienda Road Culvert Replacement Design. The nature of the conflict being that a Junior Partner at Spriet Associates is an immediate relative of his.

Councillor Glinski declared a conflict of interest with respect to Council Agenda item D - Court of Revision – Glinski Drain and E (ii) Drainage Update. The nature of the conflict being he owns property affected by the drain.

MINUTES:

No. 22-271

Moved By: Rick Cerna

Seconded By: Max Moore

THAT the minutes of the regular meeting of the Council held on June 16, 2022, be adopted as printed and circulated.

Carried

PRESENTATIONS/DELEGATIONS/PETITIONS:

- Court of Revision – Glinski Drain relating to property at Parts Lots 23, Concession 3, in the Township of Malahide

Councillor Widner declared a conflict of interest with respect to Council Agenda item D – Court of Revision – Glinski Drain. He retired from the meeting and abstained from all discussions and voting on the matter.

Councillor Glinski declared a conflict of interest with respect to Council Agenda item D - Court of Revision – Glinski Drain. He retired from the meeting and abstained from all discussions and voting on the matter.

No. 22-272

Moved By: Max Moore

Seconded By: Scott Lewis

THAT the Council of the Township of Malahide does hereby appoint the following members to sit on the Court of Revision for the Glinski Drain:

**Mayor Dave Mennill (Chair)
Deputy Mayor Dominique Giguère
Councillor Rick Cerna**

Carried

No. 22-273

Moved By: Dominique Giguère

Seconded By: Rick Cerna

THAT the Court of Revision for the Glinski Drain be called to order at 7:32p.m.

AND THAT Dave Mennill be appointed Chairman.

Carried

The Drainage Engineer, John Spriet, of Spriet Associates was absent from the meeting and Drainage Superintendent Lopez provided an overview of the Glinski Drain application and assessments.

Chair Mennill inquired if any written comments/objections had been received and was advised that there were none.

Chair Mennill inquired if anyone wished to make comment regarding their assessment.

Mayor Mennill inquired if any persons were in attendance that wished to comment or ask questions concerning the Drainage Report and there were none.

Mayor Mennill inquired if any members of Council had any questions concerning the Drainage Report and there were none.

No. 22-274

Moved By: Dominique Giguère

Seconded By: Rick Cerna

THAT the Court of Revision members for the Glinski Drain do hereby accept the recommendations of Drainage Engineer John Michael Spriet, Spriet Associates London Limited; and further, does hereby confirm the drainage assessments as outlined in the Report of the Drainage Engineer dated April 26, 2022.

Carried

No.22-275

Moved By: Rick Cerna

Seconded By: Dominique Giguere

THAT the Court of Revision relating to the Glinski Drain be adjourned and the Council Meeting reconvene at 7:36 p.m.

Carried

Councillor Widner & Councillor Glinski returned to their seats at the Council table.

- Public Meeting – Zoning By-law Amendment – Applicant Rockx Farms Ltd. c/o Wayne Rockx (Authorized Agent: Ryan Verhoog c/o White Coad LLP.), relating to property at CON 11 E PT LOT 11, Former Township of South Dorchester, Township of Malahide, and known municipally as 49779 Lyons Line

No. 22-276

Moved By: Mark Widner

Seconded By: Scott Lewis

THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z08-22 of Rockx Farms Ltd. relating to the property located at Part Lot 11, Concession 11, former Geographic Township of South Dorchester, now in the Township of Malahide, and known municipally as 49779 Lyons Line; be called to order at 7:37p.m

Carried

Mayor Mennill advised that the purpose of this Public Meeting is to consider an application to amend the zoning of the subject property 49779 Lyons Line.

Mayor Mennill asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks. In addition, affected property owners within 120 meters were sent a notice by prepaid first-class mail that was posted at least twenty days prior to this meeting.

Mayor Mennill requested that CAO Betteridge provide an overview of the application. Mr. Betteridge noted this was a surplus severance and a minor adjustment was required from the original application submitted after the surveyor had been to the site resulting in a minor adjustment to the severed lot being created. Staff do not have any concerns with the configuration adjustment of the severed lot. Staff are recommending that because there is a new public meeting hearing at land division for this application that the By-law for the rezoning not be passed until the application has been heard at land division.

Mayor Mennill asked if the applicant had anything to add and they did not.

Councillor Moore noted he had received an inquiry regarding if you had to live within Malahide to get a Zoning By-law Amendment on a secondary property. CAO Betteridge noted in the former Malahide Official Plan there was a requirement that a farmer would have to have a dwelling remaining in Malahide but in 2019 there was an Official Plan Amendment to remove that territorial requirement and this is no longer a requirement in Malahide.

Mayor Mennill asked if any Council Members wished to make any comments regarding the application and there were none.

No. 22-277

Moved By: Dominique Giguère

Seconded By: Mark Widner

THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z08-22 of Rockx Farms Ltd. relating to the property located at Part Lot 11, Concession 11, former Geographic Township of South Dorchester, now in the Township of Malahide, and known municipally as 49779 Lyons Line; be adjourned and the Council reconvene at 7:42p.m

Carried

No.22- 278

Moved By: Max Moore

Seconded By: Scott Lewis

THAT Report No. DS-22-29 entitled “Zoning By-law Amendment Application of Rockx Farms Ltd.” be received;

AND THAT the Zoning By-law Amendment Application No. D14-Z08-22 of Rockx Farms Ltd. relating to the property located at Part Lot 11, Concession 11, former Geographic Township of South Dorchester, now in the Township of Malahide, and known municipally as 49779 Lyons Line, BE APPROVED for the reasons set out in this Report;

AND THAT Council withhold the passing of By-law No. 22-46 until such time that a Notice of Decision from the County of Elgin approving the associated Consent Application No. E92-21 has been received to the satisfaction of the Township of Malahide.

Carried

- Public Meeting – Zoning By-law Amendment – Applicant Frank & Sheryl Berkelmans (Authorized Agent: Simona Rasanu c/o SBM Ltd.) relating to property at Part of Lot 31, Concession 9 N, Township of Malahide and known municipally as 11644 Carter Road

No. 22-279

Moved By: Rick Cerna

Seconded By: Mark Widner

THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z09-22 of Frank & Sheryl Berkelmans relating to the property located at Part Lot 31, Concession 9 N; and known municipally as 11644 Carter Road; be called to order at 7:44p.m

Carried

Mayor Mennill advised that the purpose of this Public Meeting is to consider an application to amend the zoning of the subject property 11644 Carter Road.

Mayor Mennill asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks. In addition, affected property owners within

120 meters were sent a notice by prepaid first-class mail that was posted at least twenty days prior to this meeting.

Mayor Mennill requested that Eric Steele of Monteith Brown provide an overview of the application. Mr. Steele provided an overview of the zoning application and concurrent surplus severance application.

Mayor Mennill asked if any Council Members wished to make any comments regarding the application and there were none.

Mayor Mennill asked if any questions from the agent. The only addition is that they agree with the recommendation given in the report.

No. 22-280

Moved By: Chester Glinski

Seconded By: Rick Cerna

THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z08-22 of Frank & Sheryl Berkelmans relating to the property located at Part Lot 31, Concession 9 N; and known municipally as 11644 Carter Road; be adjourned and the Council reconvene at 7:47p.m

Carried

No.22-281

Moved By: Mark Widner

Seconded By: Chester Glinski

THAT Report No. DS-22-30 entitled “Zoning By-law Amendment & Consent Application of Frank & Sheryl Berkelmans” be received;

AND THAT the Application to Sever No. D10-E49-22 of Frank & Sheryl Berkelmans relating to the property located at Part Lot 31, Concession 9 N; and known municipally as 11644 Carter Road, be supported for the reasons set out in this Report;

AND THAT this report and the recommended conditions be forwarded to the Land Division Committee for its review and consideration;

AND THAT the Zoning By-law Amendment Application No. D14-Z09-22 of Frank & Sheryl Berkelmans, relating to the property located at Part Lot 31, Concession 9 N; and known municipally as 11644 Carter Road, BE APPROVED for the reasons set out in this Report.

AND THAT Council withholds the passing of By-law No. 22-47 until such time that a Notice of Decision from the County of Elgin approving the associated Consent Application has been received to the satisfaction of the Township of Malahide.

Carried

- Public Meeting – Zoning By-law Amendment – Applicant Leverton Developments Inc. (Authorized Agent: Matt Campbell c/o Zelinka Priamo Ltd.) relating to property at Lot G, Plan 18, Township of Malahide and known municipally as 51403 Ron McNeil Line

No.22-282

Moved By: Chester Glinski

Seconded By: Scott Lewis

THAT the Public Meeting concerning the Zoning By-law Amendment Application No. D14-Z10-22 of Leverton Developments, relating to the property located at Lot G, Concession South of Main Street, Registered Plan No. 18; and known municipally as 51403 Ron McNeil Line; be called to order at 7:49p.m

Carried

Mayor Mennill advised that the purpose of this Public Meeting is to consider an application to amend the zoning of the subject property 51403 Ron McNeil Line.

The Mayor noted that before we move-on to this Public Meeting, Staff have advised that the recommendation in the staff report includes a statement which reads “That Council holds a public meeting under the Planning Act to hear comments from members of the public;” The intent of that statement is for this Public Meeting we’re about to have. Staff wish to listen to comments raised here this evening and consider those with the comments already received, and then follow-up with a recommendation for Council at a following meeting.

Mayor Mennill asked the Clerk to advise and confirm on the method and date of notice given for this meeting. The Clerk advised that this public meeting was advertised in the Aylmer Express for two consecutive weeks. In addition, affected property owners within 120 meters were sent a notice by prepaid first-class mail that was posted at least twenty days prior to this meeting.

The Mayor asked the applicant’s agent, Matthew Campbell to provide an overview of the application. Mr. Campbell provided an overview of the application referencing the items needing to be addressed in the application are the need for reduced side yard and front yard setbacks. He noted that this is a new form of housing for the area but that this form of housing is already permitted. Mr. Campbell noted the comments that have been received and he would like the opportunity to comment on those. Although it’s early to discuss these specific details this early in the process but they recognize these privacy concerns and would apply for at least a 6ft board fence approval and perimeter landscaping through a site plan application later on in the process.

Mayor Mennill asked if the Township’s planner Eric Steele of Monteith Brown provided

and overview of the written comments submitted after the agenda was posted. Mr. Steele read the following comments that had been submitted after the agenda had been Created. Mr. Steele read aloud the comments received from six additional property owners within the Village noting similar issues as the original comments with concerns to privacy, safety, traffic, landscape, space, height and so forth.

Mayor Mennill asked CAO Betteridge to provide further comments received. CAO Betteridge noted the Township had received an additional comment from a property owner near this development and read the comments submitted noting the similarity to the previous concerns submitted by other residents. CAO Betteridge also noted a petition was received opposing the development that included 11 names and 7 properties on it, some of which have submitted comments already discussed this evening.

Mayor Mennill asked if any Council Members wished to make any comments regarding the application and there were none.

Councillor Moore noted that he had been inundated with people contacting him about this proposal who are not supportive of this proposal.

Councillor Widner asked about the height of the building and will it require a variance. Mr. Campbell noted that it will require a variance. Councillor Widner further asked if the building was to be in fact 2.5-storey's.

Mr. Campbell noted that in the early stages there were multiple concepts of this building and a three-story was chosen instead of other larger options with no levels below grade.

Councillor Moore inquired with the Fire Chief if Malahide was equipped for buildings of this size. Director of Fire and Emergency Services Spoor noted that he believed the highest ladder on the fleet was 32 feet and anything higher than three-level's require aerial fire trucks.

Councillor Lewis noted that he had also heard comments in respect to height and privacy and would like to see a reduction of apartments to a more natural residential dwelling height.

No.22-283

Moved By: Scott Lewis

Seconded By: Chester Glinski

THAT the Public Meeting concerning Zoning By-law Amendment Application No. D14-Z07-22 of Leverton Developments, relating to the property located at Lot G, Concession South of Main Street, Registered Plan No. 18; and known municipally as 51403 Ron McNeil Line; be adjourned and the Council reconvene at 8:11p.m

Carried

No.22-284

Moved By: Max Moore

Seconded By: Rick Cerna

THAT Report No. DS-22-33 entitled “Zoning By-law Amendment Application of Leverton Developments” be received;

AND THAT the Zoning By-law Amendment Application No D14-Z10-22 of Leverton Developments, relating to the property located at Lot G, Concession South of Main Street, Registered Plan No. 18; and known municipally as 51403 Ron McNeil Line, BE DEFERRED to a future Council Meeting.

Carried

The Mayor thanked the landowners in attendance as well as Mr. Steele and they retired from the meeting.

- Presentation – Robert Foster, Auditor, of Graham, Scott Enns, Chartered Professional Accountants, for presentation of 2021 Township of Malahide Financial Statements

Rob Foster provided an overview of the 2021 Audited Financial Statements of the Township.

Mayor Mennill inquired if Mr. Foster saw any red flags upon this review. Mr. Foster noted that there were no major concerns found and everything is well within line of other municipalities.

No.22-285

Moved By: Scott Lewis

Seconded By: Dominique Giguère

THAT the 2021 Audited Financial Statements for The Corporation of the Township of Malahide, as prepared by Graham Scott Enns, and presented by Auditor Robert Foster, be approved as submitted;

AND THAT the Mayor be authorized to sign the Audit Finding Letter, Audit Planning Letter and Engagement Letter from Graham Scott Enns on behalf of the Malahide Township Council.

Carried

The Mayor thanked Mr. Foster and retired from the meeting.

REPORTS:

Director of Public Works

- Drainage Update

Councillor Widner declared a conflict of interest with respect to Council Agenda item E (ii) Drainage Update. He retired from the meeting and abstained from all discussions and voting on the matter.

Councillor Glinski declared a conflict of interest with respect to Council Agenda item E (ii) Drainage Update. He retired from the meeting and abstained from all discussions and voting on the matter.

No. 22-286

Moved By: Max Moore

Seconded By: Rick Cerna

THAT Report No. PW-22-42 entitled “Drainage Update Report” be received.

Carried

Councillor Widner and Councilor Glinski returned to their seats at the Council table

- Imperial Road No Parking Zone Request

Councillor Lewis inquired if another option could be suggested such as speed reduction so that the parking spots wouldn't be lost. Director of Public Works Sweetland stated that given the current situation and speed in the area up to 42 parking spaces could be lost. If the speed limit was reduced on that section that changes the required site distance and those parking spaces may not be lost. He noted this is a County Road and Council could ask the County to reduce the speed limit, keep the speed limit and remove the parking or do nothing and get further community consultation.

Mayor Mennill noted that reducing the parking spaces doesn't seem feasible when there isn't enough parking in the summer months to begin with.

Deputy Mayor Giguère agreed that staying focused on the goal to improve pedestrian safety is key while finding a tradeoff that doesn't lose 42 parking spaces that would be a detriment to those exploring the area. She suggests exploring other options to achieve this goal and perhaps reducing the speed limit throughout the Village instead of various speeds throughout.

Director Sweetland noted that there have been various speed concerns received throughout the year for Port Bruce and that the recommendation would be that Council provide Staff with direction to review other speed zones in general in Port Bruce.

Councillor Widner commented that he wouldn't see an issue with the speed limit be reduced from 40km/h from the bridge to the pavilion. He inquired if the stop sign at the

bridge has slowed down traffic. Director of Public Works Sweetland noted that from a traffic safety perspective a stop sign isn't a speed reducing device although it does work in that manner. Staff haven't collected data to analyze the change from the stop sign being implemented but it's likely a good assumption that the stop sign has reduced speeds.

No. 22-287

Moved By: Rick Cerna

Seconded By: Chester Glinski

THAT Report No. PW-22-43 entitled "Imperial Road No Parking Zone Request" be received;

AND THAT Council direct staff to further review alternatives for a No Parking Zone on Elgin Road 73 (Imperial Road) and report back on these recommendations at a future meeting.

Carried

- 2022 Operations and Capital Update

No. 22-288

Moved By: Mark Widner

Seconded By: Dominique Giguère

THAT Report No. PW-22-47 entitled "Operations and Capital Project Update" be received;

AND THAT Construction of the Port Bruce Pier Paving be suspended pending future budget consideration;

AND THAT the adopted \$40,000 capital budget for the Copenhagen Park construction be repurposed to accommodate a phased landscape plan for the subject area.

Carried

- Fuel Delivery Contract Renewal

No. 22-289

Moved By: Rick Cerna

Seconded By: Chester Glinski

THAT Report No. PW-22-48 entitled “Contract Renewal: Fuel Delivery 2022-2024 – Davis & McCauley Fuels” be received;

AND THAT the Mayor and Clerk be authorized to renew the existing agreement with Davis & McCauley Fuels for an additional term of 2 years and to execute the necessary documents for such.

Carried

- Fuel Supplier Contract Renewal

No. 22-290

Moved By: Rick Cerna

Seconded By: Max Moore

THAT Report No. PW-22-49 entitled “Contract Renewal: Card Lock Fuel Supplier 2022-2024 – Dowler Karn / ESSO” be received;

AND THAT the Mayor and Clerk be authorized and directed to renew the existing agreement with Dowler Karn/ ESSO for an additional term of 2 years and to execute the necessary documents for such.

Carried

- Tender Results: Guardrail Installation

No. 22-291

Moved By: Scott Lewis

Seconded By: Rick Cerna

THAT Report No. PW-22-50 entitled “Tender Results: Guiderail Installation” be received;

AND THAT the Guiderail Installation contract be awarded to Royal Fence Ltd. of Dorchester, Ontario;

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Royal Fence Ltd. of Dorchester, Ontario for the purpose of the supply and installation of Steel Beam Guiderail.

Carried

- RFP Results – Vienna Line and Hacienda Road Culvert Replacement Design

Councillor Widner declared a conflict of interest with respect to Council Agenda item E (ii) RFP Results – Vienna Line and Hacienda Road Culvert Replacement Design. He retired from the meeting and abstained from all discussions and voting on the matter.

No. 22-292

Moved By: Dominique Giguère

Seconded By: Rick Cerna

THAT Report No. PW-22-40 entitled “RFP Results – Vienna Line and Hacienda Road Culvert Replacement Design” be received;

AND THAT the proposal for the Vienna Line Culvert Replacement Design be awarded to Safe Roads Engineering in the amount of \$38,736.00 (plus HST); AND THAT the proposal for the Hacienda Road Culvert Replacement Design be awarded to Safe Roads Engineering in the amount of \$27,063.00 (plus HST);

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Safe Roads Engineering for the purpose of completing the Vienna Line Culvert Replacement Design and the Hacienda Road Culvert Replacement Design.

Carried

Councillor Widner returned to his seat at the Council table

-Tender Award – Fleet Vehicles

Councillor Widner inquired if the Township had an out in this process, due to the lengthy delivery times for these vehicles. Director of Public Works Sweetland noted that the Township doesn't have an out but by awarding the contract the Township would avoid future increased costs with cancelling and redoing the process. He noted that the estimated time provided is six months to a year.

No. 22-293

Moved By: Mark Widner

Seconded By: Scott Lewis

THAT Report No. PW-22-46 entitled “Tender Award – Fleet Vehicles” be received;

AND THAT the bid received from Eichenberg Chrysler, of Tillsonburg, Ontario, in the amount of \$52,483.00 (plus applicable taxes and licensing), for the purchase of one new 1/2 Ton Pickup Truck be accepted;

AND THAT the bid received from Elgin Chrysler, of St. Thomas, Ontario, in the amount of \$61,199.00 (plus applicable taxes and licensing), for the purchase of one new 1-Ton Cab & Chassis be accepted;

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Eichenberg Chrysler, of Tillsonburg, Ontario, for the supply of the above noted new 1/2 Ton Pickup Truck;

AND THAT the Mayor and Clerk be authorized to enter into an agreement with Elgin Chrysler, of St. Thomas, Ontario, for the supply of the above noted new 1-Ton Cab & Chassis.

Carried

Director of Finance/Treasurer

- Reserve & Reserve Fund Planning & Performance

Deputy Mayor Giguère thanked Director of Finance Boylan for the report and noted that it provides further clarity and transparency making it easier to plan and make budget decisions. She inquired about the labelling of Appendix A as it's currently referred to as infrastructure and because we want clarity could this cause confusion by what the category includes.

Director of Finance Boylan noted that because its primary funding source is to fund the capital budget it could be labelled "Capital Reserve" if that's more representative and reflective of the board scope of what the reserve is being used for and the recommendation would be to call it "Capital Reserve".

No. 22-294

Moved By: Dominique Giguère

Seconded By: Rick Cerna

THAT Report No. FIN 22-17 entitled "Reserve & Reserve Fund Planning & Performance" be received;

AND THAT the Director of Finance be authorized to restructure the Township's reserves to reflect the changes proposed in Appendix A – Structure Continuity.

Carried

CAO

- Health & Safety Policy and Occupational Health and Safety Act – Annual Update

No. 22-295

Moved By: Max Moore

Seconded By: Chester Glinski

THAT Report No. HS-22-01 entitled “Health and Safety Policy and Occupational Health and Safety Act – Annual Update” be received;

AND THAT the Mayor and Chief Administrative Officer be authorized to sign the Health & Safety Policy on behalf of the Corporation.

Carried

REPORTS OF COMMITTEES/OUTSIDE BOARDS:

No. 22-296

Moved By: Scott Lewis

Seconded By: Dominique Giguère

THAT the following Reports of Committees/Outside Boards be noted and filed

- (i) East Elgin Community Complex Board – Minutes of June 8, 2022**

Carried

CORRESPONDENCE:

No. 22-297

Moved By: Chester Glinski

Seconded By: Scott Lewis

THAT the following correspondence be noted and filed:

- 1. Association of Municipalities of Ontario - Watch File – dated June 16, 2022, June 23, 2022 and June 30, 2022.**
- 2. Municipal Engineers Association – Promoting membership in the Municipal Engineers Association and the retention of professional engineers in municipalities.**

3. **County of Elgin – Council Highlights – June 2022**
4. **County of Elgin – Correspondence received from the County of Elgin regarding Malahide Official Plan Amendment No. 20 with respect to the Notice of Decision.**
5. **County of Elgin – Response regarding the request for County Road Speed and Traffic Counts – Ron McNeil Line.**
6. **Municipality of Shuniah – Resolution supporting City of Brantford’s request to support the release of all Federal and Provincial documentation related to the former Mohawk Institute Residential School.**
7. **Municipality of Central Elgin – Notice of Passing Zoning By-law Amendment relating to the following:**
 - **43315 Roberts Line**

Carried

OTHER BUSINESS:

-Town of Aylmer – EECC Ice Resurfacer

Mark Widner inquired about the discrepancy in hours for the resurfacer as told it was 5000 hours now it's 9000 hours and where the process was at now.

Mayor Mennill noted that the recommendation was to order one now with expected delays in receiving it next year.

Councillor Cerna inquired about what is wrong with the machine other than its age. Mayor Mennill noted that previous reports indicated that the ice resurfacer has reached the end of its life span and if it breaks down with no replacement the ability to maintain the facility is jeopardized.

No. 22-298

Moved By: Mark Widner

Seconded By: Scott Lewis

THAT, the correspondence received from the Town of Aylmer, dated June 22, 2022, relating to the East Elgin Community Complex board meeting resolution regarding the ECCC 2022 Capital Budget -Ice Resurfacer be received;

AND THAT the estimate of \$105,000 provided by the EECC Board to advance the proposed 2022 Capital project for an ice resurfacer be denied.

Carried

- Catfish Creek Conservation Authority – Update Riverine Floodplain Mapping and Coastal Floodproofing Elevations funding support request

Deputy Mayor Giguère noted that she sits on the Kettle Creek Conservation Authority (KCCA) Board and completed a similar study for Port Stanley. That study used the same firm. The scope of the studies is a bit different and possibly why the quote is so different and why does Port Bruce require so many additional hours. She noted that Catfish Creek Conservation Authority (CCCA) didn't use an RFQ process and KCCA did and not sure why they went sole sourced and there could be a link to why the consultant fee ranges from 10-30% higher for the same consultant only a year ago. This request is core business and the Township already pay's for CCCA to do that. She noted that KCCA did seek federal funding and didn't seek additional funding from the municipalities. She noted that she supports the study but not the additional funding that hasn't been budgeted for.

Mayor Mennill also noted that all the municipalities in the watershed should contribute and not just Malahide as it benefits the entire watershed.

No. 22-299

Moved By: Scott Lewis

Seconded By: Dominique Giguère

THAT the correspondence received from Catfish Creek Conservation Authority, dated June 22, 2022, relating to Catfish Creek Conservation Authority Port Bruce Riverine Floodplain Mapping and Coastal Floodproofing Study be received;

AND THAT the Council of the Township of Malahide fully supports the pursuance by the Catfish Creek Conservation Authority for an updated Riverine Floodplain Mapping and Coastal Floodproofing Study for the Village of Port Bruce;

AND THAT the Council of the Township of Malahide acknowledges that flood planning and regulations, as well as natural hazards technical studies, amongst other programs and services, are considered to be "Category 1" as described in Ontario Regulation 686/21, and being those mandated programs and services which all Conservation Authorities must provide in their jurisdiction, and eligible to be funded by municipal levy;

AND THAT given the Township of Malahide already contributes through the municipal levy towards such eligible services and programs, the Council of the Township of Malahide asks that Catfish Creek Conservation Authority prioritize this initiative, through an appropriate scoping and procurement process, using existing resources or through other government grants, to ensure that Riverine Floodplain Mapping and Coastal Floodproofing Elevations for the Village of Port Bruce be updated in a timely manner.

Carried**- Port Bruce Flood Update**

Deputy Mayor Giguère noted that there have been additional questions, updates and information received since the original consolidated document of Q&A questions was provided to the community after the April 5th community open house. The answers to these original Q&A questions have triggered additional questions and there are additional questions that should be addressed. It has been a couple of months since this document has been provided and these new questions should be addressed and an update be provided to the community. CAO Betteridge noted this would be appropriate as the comments provided to the community were at a staff level and would need Council direction to proceed with.

No. 22-300

Moved By: Dominique Giguère

Seconded By: Scott Lewis

THAT Council direct staff to prepare a follow up report on the Port Bruce flood to address matters arising from the Q&A document provided to the community in April 2022.

Carried**CONFIRMATORY:****No. 22-301**

Moved By: Rick Cerna

Seconded By: Scott Lewis

THAT By-law No. 22-51, being a Confirmatory By-law, be given first, second and third readings, and be properly signed and sealed.

Carried

ADJOURNMENT:

No. 22-302

Moved By: Chester Glinski

Seconded By: Mark Widner

**THAT the Council adjourn its meeting at 9:08p.m. to meet again on July 21, 2022,
at 7:30p.m.**

Carried

Mayor – D. Mennill

Clerk – A. Adams

ELGIN COUNTY

ECONOMIC DEVELOPMENT AND TOURISM

Carolyn Krahn
Interim Manager of Economic Development and Tourism

July 21, 2022



Economic Development and Tourism Team



Carolyn Krah
Interim Manager of Economic
Development and Tourism



Delany Leitch
Business Enterprise Facilitator

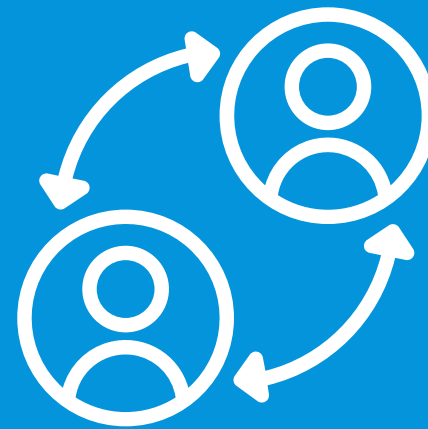


Lindsey Duncan
Tourism Officer

Economic Development and
Tourism Strategy

2022-2025

Re/Engage
Re/Imagine
Re/Build

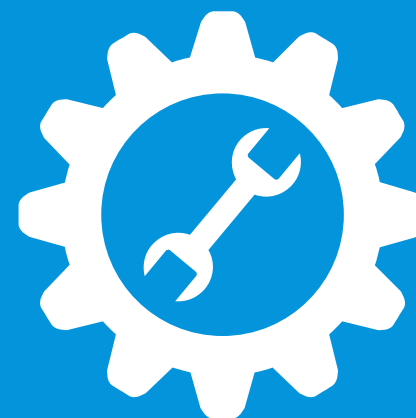


Re/Engage

Engage local businesses, support services, and municipalities by listening and learning about their needs and working with them to become the place where people want to live, work and play.

Re/Imagine

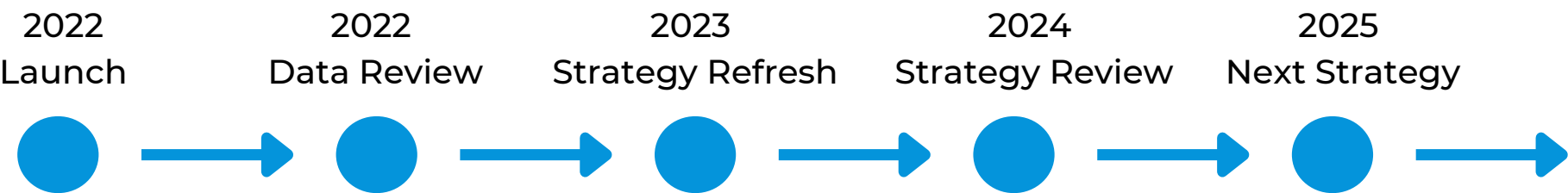
Reimagine how we spend our time and resources to better support local entrepreneurs and to foster an environment of prosperity and opportunity for the County of Elgin, its residents and businesses.



Re/Build

Create a new vision and experience for economic development and investment in Elgin.

Continuous Review and Evaluation



Business Enterprise Facilitation

With this new position, we will

- Cultivate and maintain a network of direct contacts through regular community visits and partner referrals. Provide collaborative assistance in overcoming challenges and work with other economic development agencies, local municipal partners, and organizations to provide creative solutions.
- Assist businesses in finding and applying for support resources. This will include the Elgincentives program.
- Leverage the County's networks and online presence to showcase Elgin's business community and local opportunities; and support operators with marketing and promotion.



Tourism

Elgin County Tourism works on a number of promotional and product development campaigns including: The Official Visitor's Guide, Tourism Signage Program, Savour Elgin, Elgin Lakeshore, Cycle Elgin, Fall for Elgin, Shop Elgin, Maple Syrup Trail, and others.

Throughout the year, staff attend community events and tradeshow to promote Elgin County as a great place to live, work and play. During the summer months, Tourism Assistants staff our two visitor centres in Port Stanley and Port Burwell.

The department endeavours to increase communications with businesses in all municipalities through in-person visits, e-blasts and phone conversations. Shoulder season promotion is also a top priority with increased awareness of Fall and Winter activities happening throughout Elgin County, building on and creating new campaigns such as Fall For Elgin, and Winter In Elgin.



Welcome Home Video Campaign





ELGIN COUNTY

ECONOMIC DEVELOPMENT AND TOURISM STRATEGY

2022-
2025



County of Elgin

www.progressivebynature.com

Introduction

Strategic Planning Approach

At the County of Elgin, we are working to re-evaluate how we spend our time and resources so that we can better support our local entrepreneurs and foster an environment of opportunity for the County, its residents and businesses. We will do this by re-engaging our local business community to learn about their needs, let them know about the services we offer, and connect them to other relevant resources. We will champion the creation of a network of entrepreneurs that can work together to grow their businesses and attract new investment to Elgin County. Based on what we learn, we will re-imagine our services, and working in collaboration with our Local Municipal Partners, we will re-build how we do economic development in Elgin County.

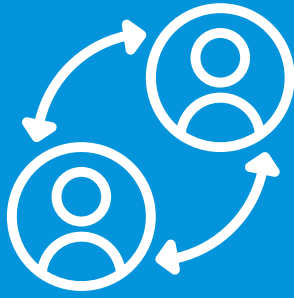
The 2022–2025 Economic Development and Tourism Strategy will direct the efforts of the department over the next four years. As we engage with our community, we are committed to reviewing what we hear and improving our strategy to ensure that we provide the best support that we can to our Local Municipal Partners and business community.



Economic Development Strategy

2022-2025

Re/Engage, Re/Imagine, and Re/Build



Re/Engage

Engage local businesses, support services, and municipalities by listening and learning about their needs and working with them to become the place where people want to live, work and play.

Re/Imagine

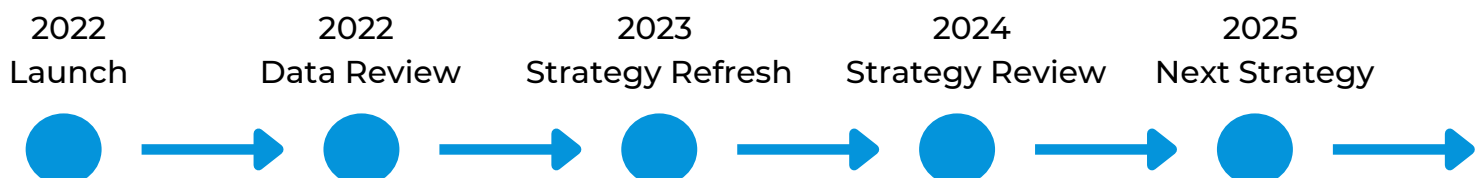
Reimagine how we spend our time and resources to better support local entrepreneurs and to foster an environment of prosperity and opportunity for the County of Elgin, its residents and businesses.



Re/Build

Create a new vision and experience for economic development and investment in Elgin.

Continuous Review and Evaluation



Re/Engage

Goal 1: Engage local businesses, support services, and municipalities by listening and learning about their needs and working with them to become the place where people want to live, work and play.

Priority 1.1: Meet with local entrepreneurs, listen to their needs, and develop a good understanding of the local community's market, assets, and needs.

Actions:

- Recruit and onboard a full-time Business Enterprise Facilitator to listen to the needs of the entrepreneur and connect them with appropriate resources.
- Implement a Business Retention and Expansion program to support local businesses so they can grow, create jobs and stay in our community.
 - Meet with local entrepreneurs to collect business and market data to support economic development planning.
 - After extensive consultation with the local business community, write and implement an action plan to foster business development, investment and job creation.

Priority 1.2: Develop a communications strategy to regularly update economic development stakeholders, and local municipalities on relevant news, opportunities, events and initiatives.

Actions:

- Create a business investment guide for each local municipality to promote our community and to help attract investment to Elgin County.
- Update and enhance business directory.
 - Leverage business directory to restart and promote an economic development newsletter.
 - Start a "What's New in Elgin County"/ "Welcome to Elgin County" feature in the economic development newsletter to highlight new businesses in Elgin as part of a "welcome to doing business in Elgin County" package.
- Review website content and research economic development website best practices to prepare for a website redevelopment.
- Identify and attend relevant tradeshow and events to promote Elgin County.
- Create and implement marketing campaigns to promote existing programs and new opportunities.

Re/Engage

Goal 1: Engage local businesses, support services, and municipalities by listening and learning about their needs and working with them to become the place where people want to live, work and play.

Priority 1.3: Leverage current partnerships and build new partnerships to promote sustainable economic growth in Elgin County.

Actions:

- Continue partnership with the Small Business Enterprise Centre and the Elgin Business Resource Centre and connect entrepreneurs to their resources.
- Leverage partnerships with WOWC, Elgin Workforce Development Network, and London and Area Works in an effort to retain, attract and build the workforce needed to support economic prosperity across Elgin County.
- Continue support of Local Municipal Partners and their Economic Development Committees.
- Strengthen partnership with the City of St. Thomas.
- Partner with local real estate agencies and feature available commercial and industrial real estate in online inventory. Work with local agencies to promote Elgin County for investment and to streamline the site location process.
- Work with local BIAs to promote the revitalization of downtown areas.

Partner considerations:

City of St. Thomas, Small Business Enterprise Centre, Elgin Business Resource Centre, St. Thomas Chamber of Commerce, Aylmer Chamber of Commerce, Western Ontario Warden's Caucus, Elgin Federation of Agriculture, Christian Farmers Federation of Ontario, Elgin Workforce Development Network, Local Municipal Partners, local Business Improvement Associations, local Economic Development Committees, South Central Ontario Region Economic Development Corporation, St. Thomas-Elgin Home Builders Association, Provincial and Federal Ministry partners, Community Safety and Well-Being Integration Table, Ontario Southwest Tourism, St. Thomas-Elgin Local Immigration Partnership and more

Re/Imagine

Goal 2: Reimagine how we spend our time and resources to better support local entrepreneurs and to foster an environment of prosperity and opportunity for the County of Elgin, its residents and businesses.

Priority 2.1: Champion an innovative and entrepreneurial ecosystem

Actions:

- Develop regular networking opportunities to connect local entrepreneurs, investors, and business supports.
- Reimagine the Elgincentives program to support the revitalization of local communities.
- Reimagine the Conference Series and host workshops for the local business community on relevant topics and using case studies from the community.

Priority 2.2: Develop a vacant land strategy to encourage the use of vacant sites and to create jobs, increase tax revenue, and attract residents.

Actions:

- Maintain vacant land inventory.
- Overlay existing servicing gaps and future servicing needs onto land inventory map.
- Feature inventory on the economic development website.
- Review status of available industrial lands and market accordingly.
- Dialogue with industrial land owners in strategic employment areas.
- Promote Site Readiness Program to industrial property owners. The Site Readiness Program provides financial support to property owners to complete site preparatory work for eligible industrial properties.

Re/Build

Goal 3: Create a new vision and experience for economic development and investment in Elgin.

Priority 3.1: Develop a community approach to economic development that energizes and empowers our local municipal partners to embrace and promote the Elgin experience.

Actions:

- Meet regularly with representatives from each municipality to discuss local priorities and local trends and opportunities.
- Start an ongoing discussion and partnership around revitalizing downtown areas.
- Stay informed about what is happening in each community and promote local events.

Priority 3.2: Ensure that we have the infrastructure required to attract new business and support workforce demands

Actions:

- Advocate on behalf of our local business community on emerging/current issues affecting the economic vitality of Elgin, including:
 - Servicing,
 - Transportation,
 - Housing,
 - Broadband,
 - Childcare, and
 - Other issues as they arise.

Priority 3.3: Promote investment opportunities as they relate to the Elgin experience

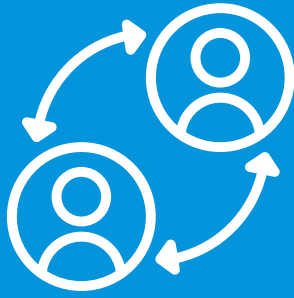
Actions:

- Promote and support unique investment opportunities, including:
 - Filming in Elgin
 - Agricultural and related local food initiatives
- Extend the Elgin experience, including:
 - Facilitate the growth of the tourism sector's shoulder season programming
 - Review accommodation assets and develop a strategy to increase options of places for visitors to stay by reconsidering the Alternative Accommodation Handbook.
 - In partnership with Community and Cultural Services, support creative industries and cultural programming to generate economic growth and enhance the tourism experience.

Tourism Strategy

2022-2025

Re/Engage, Re/Imagine, and Re/Build



Re/Engage

Engage local businesses, support services, and municipalities by listening and learning about their needs and working with them to become the place where people want to live, work and play.

Re/Imagine

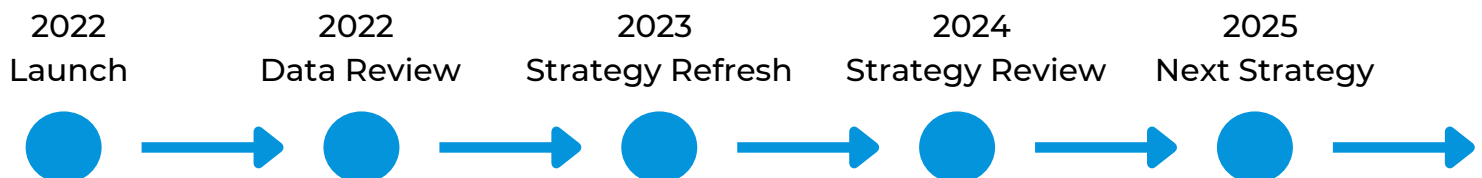
Reimagine and market a destination experience for Elgin County, including what it means to call Elgin County home for business, investment and recreation.



Re/Build

Create memorable and new Elgin experiences and develop the County as a four-season destination.

Continuous Review and Evaluation



Re/Engage

Goal 1: Engage private and public partners by listening and learning about their needs and working with them to become the place where people want to live, work and play.

Priority 1.1: Develop a communications strategy to regularly update tourism stakeholders, municipalities, and visitors on relevant news, opportunities, events and initiatives.

Actions:

- Attract new tourism operators by posting tourism related investment opportunities on the economic development website and promote on social media.
- Continue email newsletter to tourism stakeholders (operators). Explore opportunities to combine the stakeholder newsletter with the Economic Development newsletter.
- Update and grow visitor database. Use visitor database to restart and promote a tourism newsletter.
- Start a “What’s New in Elgin County”/ “Welcome to Elgin County” feature in both the stakeholder and visitor newsletter to highlight new tourism businesses in Elgin.
- Work with realtors to develop and distribute “Welcome to Elgin” packages to new homeowners in Elgin and St. Thomas.
- Restart the events calendar on the tourism website. Engage local tourism operators to add their events to the calendar.
- Review website content and research tourism website best practices to prepare for a website redevelopment.
- Identify and attend relevant tradeshow and events to promote Elgin County.
- Create dynamic social media content.

Priority 1.2: Leverage current partnerships and build new partnerships to promote the growth of tourism in Elgin County.

Actions:

- Identify businesses for Southwest Ontario Tourism Corporation (SWOTC) product and workforce development programs, support applications and participation
- Identify signature experiences and destinations for SWOTC promotion.
- Promote SWOTC and provincial programming to local operators.
- Collaborate with Community and Cultural Services in developing experiential programming.
- Strengthen existing partnerships, and explore new partnerships.

Partner considerations:

SWOTC, Ontario by Bike, Ontario Trails, Elgin Federation of Agriculture, Community and Cultural Services, Local Municipal Partners

Re/Imagine

Goal 2: Create and market a destination experience for Elgin County, including what it means to call Elgin County home for business, investment and recreation.

Priority 2.1: Define the Elgin destination experience.

Actions:

- Research current market trends and issues that affect tourism in Elgin County.
- Develop an updated inventory of tourism assets in Elgin County.
- Identify Elgin's unique products and signature experiences.
- Develop a marketing plan that will define and promote the Elgin experience.

Priority 2.2: Work with local tourism operators and municipalities to strengthen existing tourism experiences and connect them to the Elgin experience.

- Work with Engineering Services to support recommendations from the Cycling Master Plan and promote existing cycling trails (maps, website, murals etc.).
- Identify, enhance, and promote signature Elgin County experiences.
 - Water activities
 - Festivals and events
 - Family destinations
 - Dog friendly activities
 - Farm visits
 - Cycling trips
- Work with the City of St. Thomas and the Heritage Centre to redevelop Elgin's Heritage Guide.

Priority 2.3: Work with local tourism operators and municipalities to promote tourism experiences and events.

- Maintain and enhance annual visitor's guide.
- Develop a seasonal community-based event guide.
- Continue to use tourism kiosks as information centres and promotional hubs.
- Use tourism cruiser as a mobile information centre.
- Continue to manage, promote, and enhance the tourism signage program.
- Continue to identify, invite and host bloggers to tour and promote Elgin County.
- Prepare sample itineraries for bloggers that tell Elgin's story.
- Use different media to promote Elgin's story.
 - Welcome Home video campaign, Elgin Eats social media campaign, Fall for Elgin, Shop Elgin, Maple Syrup Trail, Winter Experiences
- Leverage user generated content. Encourage visitors to attend events and sign up for the tourism newsletter. Encourage visitors to take/post photographs of them engaging in activities in Elgin, using promoted hashtags.

Re/Build

Goal 3: Working with local tourism operators and municipalities, create memorable/new Elgin experiences and develop the County as a four-season destination.

Priority 3.1: Develop a four-season activities and events plan to feature core tourism assets, which will help to build the County's destination experience and encourage year-round attractions to engage visitors and residents.

Actions:

- Host/coordinate workshops on shoulder season programming (SWOTC).
- Work with stakeholders to develop and promote suggested itineraries for shoulder season getaways (promote via videos, website, brochures).
- Develop marketing campaigns for each season.
 - Maple Syrup Trail
 - Fall for Elgin
 - Winter in Elgin
 - Shop Elgin
 - Active Elgin

Priority 3.2: Build culinary tourism experience and enhance Savour Elgin guide/program.

Actions:

- Review membership package and membership criteria. Recruit new members for the program.
- Redevelop Savour Elgin subpage to make it more interactive and visually appealing.
- Develop and promote a video series highlighting Savour Elgin members.
- Refresh the Savour Elgin guide and update photography for guide.

Priority 3.3: Enhance wayfinding and visitor services to improve the tourism experience

Actions:

- Partner with the local municipalities and tourism operators to improve access to businesses and other key destinations.
- Partner with local municipalities and tourism operators to create a consistent look and feel to community assets.



Elgin County Economic Development and Tourism
450 Sunset Drive, St. Thomas, ON N5R 5V1
519-631-1460 ext. 168
www.progressivebynature.com
www.elgintourist.com
economicdevelopment@elgin.ca
@ElginCounty



Report to Council

REPORT NO.: F-22-10
DATE: July 4, 2022
ATTACHMENT: None
SUBJECT: EMERGENCY SERVICES ACTIVITY REPORT - JUNE

Recommendation:

THAT Report No. F-22-10 entitled “Emergency Services Activity Report – June” be received.

Comments:

This report provides information reported for the month of June, 2022 unless otherwise stated.

The Malahide Fire Services responded to twenty-eight (28) incidents. A comparison of these incidents to the same month of previous years is shown in the bar graph at right:

Medical incidents accounted for approximately sixty-one percent (61%) of all incidents in the subject month. Incident by type is shown on the chart at right.

The average age of persons requiring medical response was 60 with a 47/53 male/female ratio.

The split of incidents (North/South) was:

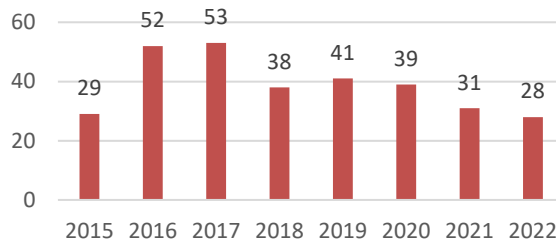
South Station: 18

North Station: 10

Department Responses

Fire	4
Burn Complaint	0
Alarm Malfunction	0
CO Alarm	0
Public Hazard - Wires Down	0
Technical Rescue MVC	6
Technical Rescue Other	1
Medical	17
Assisting Other Fire Department	0
Total	28

Responses Month to Month Comparison



Fire Events Loss/Save, Fire Prevention, and Fire Safety Inspections

There were three fires with a combined estimated total dollar loss of \$385,000 and dollar save of \$100,000.

This month's fire safety message was "install smoke alarms on all levels and CO alarms outside every sleeping area".

Fire Prevention Staff had three (3) activities for fire prevention instruction or public education. The Fire Prevention team were active at the Springfield Family Fun Day, hosted a school tour of South Station as well as attended South Dorchester School, providing fire prevention information.

For this month the Staff conducted one (1) inspection. One (1) inspection orders for non-compliance was issued. In addition Staff attended a local farm with representatives from the Mexican Consulate to inspect the living conditions for migrant workers.

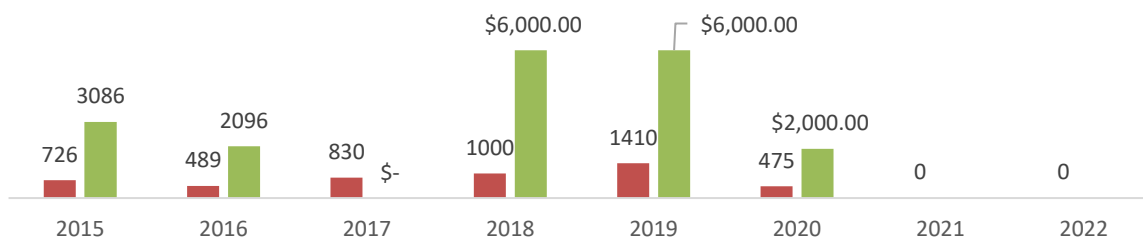
Ontario Police College ("OPC")

To date the Staff have not trained any Police Cadets. The current agreement with the OPC is that it will reimburse Malahide Fire Service \$2,000.00 per session, as well as cover the cost of any equipment that is damaged during any presentation.

The next training session at OPC has not been scheduled.

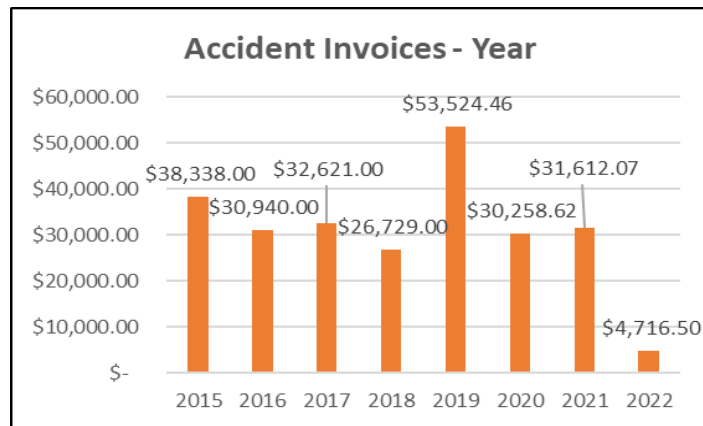
In the below bar graph, the total number of cadets trained per year is shown in red, and the amount invoiced to the OPC is shown in green:

OPC Cadet Training - Year to Date Comparison



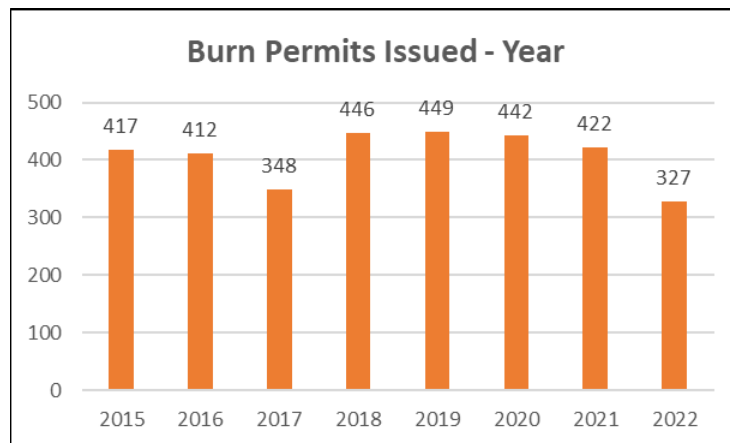
Motor Vehicle Collision Revenues

Malahide Fire Services responded to six (6) motor vehicle collisions (“MVC”) in June, 2022. Year-to-date invoicing for services provided (e.g. to MTO and to non-residents of Malahide), and total for prior years, is provided below:



Burn Permits

Year-to-date permits issued, and total for prior years, is provided below:



General

Automatic Aid Agreement(s)

The Automatic Aid Agreement with Central Elgin was not activated in the subject month.

Mutual Aid

Malahide Fire Services was not requested for Mutual Aid assistance nor was Mutual Aid requested in April.

Emergency Management Program

Emergency Response

Port Bruce Flooding Review of the EM processes continues to be discussed.

Public Education/Awareness, Training, and Emergency Management Program Committee

Public education/awareness included above as a part of Fire Prevention activities.

Training: TBD.

Next Emergency Management Program Committee meeting: TBD.

2022 Program Compliance Activities

EMPC Meeting – TBD

ERP Review – TBD

Annual Exercise – TBD

Malahide Flood Plan Review – TBD

Annual CCG Training – TBD

Relationship to Cultivating Malahide:

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the “Our Community” Strategic Pillar relates to “Keep Our Community Safe”. By undertaking a long-range strategy, in consultation with the appropriate emergency services authorities, to identify resources required to optimize the provision of emergency services.

Submitted by:	Approved by:
Jeff Spoor Director of Fire & Emergency Services	Adam Betteridge Chief Administrative Officer



Report to Council

REPORT NO.: FIN-22-18
DATE: July 21, 2022
ATTACHMENT: D-3.3 Corporate Credit Cards Policy
SUBJECT: **CORPORATE CREDIT CARDS**

Recommendations:

THAT Report No. FIN 22-18 entitled “Corporate Credit Cards” be received;

AND THAT Policy D-3.3 Corporate Credit Cards be amended as presented.

Background:

The Township has been adhering to “D-3.3 Corporate Credit Card Policy” which provides a set of rules for the issuance and use of corporate credit cards. The policy has been in effect since 2011.

Credit cards are used as an efficient and cost-effective method of purchasing. They are used most commonly in the following instances:

- In-store goods with unregistered suppliers
- Training and conferences
- Memberships
- Software licenses
- US dollar purchases
- Emergency purchases

Comments:

Staff have noticed issues with the effectiveness of the Township’s current credit card processes and is recommending policy changes to address them. These changes would shift the Township’s credit card policy from a fully prescriptive approach, to one that allows for professional judgement and discretion when issuing cards and setting credit limits.

Issue	Policy Revision
<p>1</p> <p>The Township's current policy does not define who has the authority to alter credit card limits. For this reason, credit card limits have gone unchanged over the past decade. As the cost of goods and services have gone up, cardholders have begun to frequently hit their card limits which has caused operational disruptions.</p>	<p>The credit limit for each credit card will be determined at the discretion of the Director of Finance / Treasurer, in consultation with the C.A.O.</p>
<p>2</p> <p>In some instances, staff outside of senior management require the frequent use of credit cards, such as in Information Technology (IT) and Human Resources. The current policy does not provide the Director of Finance / Treasurer the ability to issue a corporate credit card even in instances where it would make sense to do so. Currently, borrowing a Director's card or frequent use of personal cards is tolerated in order to maintain Township business. These workarounds cause issues with accountability and card security. Further, frequent use of personal cards for Township business conveys a financial benefit to the purchaser in the form of reward points.</p>	<p>The Township may issue corporate credit cards as determined appropriate by the Director of Finance / Treasurer, in consultation with the C.A.O.</p>

Relationship to Cultivating Malahide:

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that support the "Our Local Government" Strategic Pillar relates to "Embody Financial Efficiency throughout Decision-Making", including regularly reviewing departmental operations to determine where financial efficiencies can be found through centralizing appropriate operations.

Updating the Township's Corporate Credit Cards Policy as recommended in this report meets this goal.

Approved by:	Approved for Council:
Adam Boylan Director of Finance / Treasurer	Adam Betteridge Chief Administrative Officer

Section: Compensation	Policy Number: D-3.3
Subsection: Reimbursable Expenses	Effective Date: January 1, 2011
Subject: Corporate Credit Cards	Revision Date: July 21, 2022
	Page 1 of 2

D-3.3 CORPORATE CREDIT CARDS

Purpose:

To establish the Township of Malahide's Terms governing the use of corporate credit cards.

Policy:

1. The Township may issue corporate credit cards as determined appropriate by the Director of Finance / Treasurer (hereinafter referred to as the "Treasurer"), in consultation with the C.A.O.
2. The credit limit for each credit card will be established at the discretion of the Treasurer, in consultation with the C.A.O.
3. An Acknowledgement of receipt of a corporate credit card must be signed by prospective cardholders before a credit card is issued.
4. Corporate credit card purchases may be used for approved business expenses only. The corporate credit card may not be used for personal expenses.
5. It is the cardholder's responsibility to prevent their card from being lost or stolen. The Treasurer should be immediately contacted if the card is lost or stolen or if you discover any discrepancies between the credit card statement and your expense report.
6. An expense report must be completed each time the corporate credit card is used and must be submitted within one week after the expense is incurred. Expense reports will provide receipts for each item purchased.

7. If an employee abuses or misuses the corporate credit card, the Township may revoke their credit card privileges and they may be subject to discipline, up to and including termination.
8. If there are any outstanding expenses that have not been approved on an employee's corporate card when their employment ends, the outstanding balance will be deducted from any wages or termination pay owing to the employee.

DRAFT



Report to Council

REPORT NO.: FIN-22-20
DATE: July 21, 2022
ATTACHMENT: None
SUBJECT: 2021 SURPLUS ALLOCATION

Recommendations

THAT Report No. FIN 22-20 entitled “2021 Surplus Allocation” be received;

AND THAT the Township’s 2021 property tax supported surplus in the amount of \$102,760 be transferred to the Contingency Reserve.

Background

On July 7, 2022, Council received the 2021 Consolidated Audited Financial Statements and presentation from Township auditor Rob Foster of Graham Scott Enns LLP. It is important to note that the audited financial statements combine the Township’s operations and its percentage ownership of the EECC, secondary, and primary water boards.

Although this practice is required as part of Public Sector Accounting Standards, this aggregation of financial information makes understanding the annual financial results of the Township’s core operations challenging. As such, it is considered best practice for the Treasurer of a municipality to provide a report which explains annual budget variances and requests transfers for surplus/deficits in circumstances when this authority is not specifically delegated through policy.

Comments/Analysis

The Township generated a \$102,760 surplus during 2021. A table is provided on the next page which provides a high-level breakdown of contributing factors.

As is historically the case, a large part of the Township’s 2021 surplus is comprised of investment income in excess of budget. This has historically been the case as the Township appropriately budgets investment income conservatively to protect against low-performing years like what is expected in 2022.

The Township's wages and benefits budget was surprisingly accurate given the many staffing changes that occurred throughout the year. A combined \$18,000 surplus was generated for these budgets.

Penalties and interest charged on late payment of taxes were higher than usual in 2021. Anecdotally, this seems to have been caused by the pandemic. Staff are monitoring this trend in 2022.

Also due to the pandemic, staff & council training opportunities were few and far between in 2021 resulting in a combined \$30,800 surplus. Utilization of these budgets are expected to return to normal by 2023.

A number of items have generated budget surpluses for several years. Many of these items were explained and adjusted during the 2022 Budget.

Operating Items	Surplus / (Deficit)
Investment income	\$127,000
Wages & Benefits	18,000
Penalties and interest	22,700
Training and conferences	30,800
Animal control	17,800
Beach maintenance	16,400
Ice breaking contract	45,000
Long-term debt payments	14,700
Community grants	9,300
Grounds & building maintenance	(75,400)
Winter control	(70,500)
Tar & chip roads	114,800
Ditching	64,900
Bridges & culverts	60,000
Shoulders	11,300
Various	(6,314)
	\$400,486
Special Items	
Removal of subsidization of property taxes through building permits	(\$52,926)
Pipeline write-offs	(50,000)
Closed session items	(194,800)
	(\$297,726)
2022 Operating Surplus	\$102,760

These include animal control enforcement expenses, beach maintenance allowances, ice breaking contract costs and annual long-term debt payments.

During 2021, some community grants weren't issued to applicants who had to cancel their events due to COVID-19. This resulted in a surplus of \$9,300.

The Township incurred a large deficit relating to grounds and building related costs in 2021. This is being reviewed for the 2023 Budget to ensure budgets are set realistically for regular maintenance costs and one-time purchases are appropriately budgeted through the Capital Budget.

The Township's winter control costs were up in 2021 due to weather conditions and commodity pricing. Each year, efforts are made to set realistic budgets in this notoriously volatile area. Though a deficit of \$70,500 was incurred during 2021, prior years, such as 2020, have had surpluses based on the same budgeting practices.

Significant operating surpluses were generated in the Public Works department during 2021. This was previously communicated to Council at their February 3, 2022 meeting in report No. PW-22-13, "Request to Reserve 2021 Allocation for Outstanding Projects".

That report requested \$195,339 in unused funds be retained for use during 2022. Council had previously approved \$179,700 to be carried from 2020 which has not been used since that time. The difference of \$15,639 has been carried from the 2021 budget to fund these additional Public Works projects in order to comply with Council's direction.

As discussed during the 2022 Budget, the Township's 2021 Building Services budget was designed in a way that would reduce property tax funded activities through excess building permit revenue. To comply with the Building Code Act, excess building permit funds must be retained in the Township's Building Stabilization Reserve Fund and used for future Building Services operating and capital costs. Removal of this budgeted subsidization results in a deficit of \$52,926 for the year.

Allowances for uncollectible property taxes pertaining to pipeline accounts was recommended through the course of the 2021 audit. For 2021, this reduces the Township's surplus by \$50,000 and brings total savings relating to pipeline write-offs up to \$150,000 in total. If future tax collections against these accounts are successful, this allowance can be transferred to reserves.

A similar process was undertaken to during the 2021 audit which identified the need to establish a potential liability of \$194,800 relating to an item discussed in closed session.

It is recommended that the 2021 Operating Surplus of \$102,760 be allocated to the Township's Contingency Reserve. The Contingency Reserve is unrestricted and can be reallocated at Council's discretion through resolution.

Approved by:	Approved by:
Adam Boylan Director of Finance	Adam Betteridge Chief Administrative Officer



Report to Council

REPORT NO.: DS-22-34
DATE: July 21, 2022
ATTACHMENT: Report Photo, Application, Recommended Conditions
SUBJECT: **Application for Consent to Sever of Philip M. Robinson
(Authorized Agent: Zach Remen)**
LOCATION: Part of Lot 2, Concession 9, and Part 2 on 11R-9678
(47932 College Line, Kingsmill Corners)

Recommendation:

THAT Report No. DS-22-34 entitled “Application for Consent to Sever of Philip M. Robinson” be received;

AND THAT the Application for Consent to Sever of Philip M. Robinson relating to the property located at Part of Lot 2, Concession 9, being Part 2 on 11R-9678 and known municipally as 47932 College Line in Kingsmill Corners be supported for the reasons set out in this Report;

AND THAT this report and the recommended conditions be forwarded to the Land Division Committee for its review and consideration.

Background:

The subject application for Consent to Sever (the “Application”) has been submitted by Zach Remen on behalf of Philip M. Robinson in order to create one new residential parcel.

The Application relates to the property located at 47932 College Line in Kingsmill Corners (legally described as Part of Lot 2, Concession 9, being Part 2 on 11R-9678).

The County Land Division Committee has scheduled a Public Hearing for this application to be considered on August 24, 2022.

Comments/Analysis:

The subject property is approximately 0.53 hectares (1.3 acres) in area, and has approximately 58 metres (190 feet) of frontage along College Line, and approximately 61m (200 feet) along Dorchester Road. The subject property contains an existing single detached dwelling and two accessory buildings. Other larger lot residential properties exist to the west and north of the subject property, while predominantly agricultural land and associated residential uses exist to the south and east.

The Application proposes to create a new infill residential lot by severing the northern portion of the property. The proposed severed parcel would have an area of approximately 1,858 m² and approximately 28.1 m of frontage along Dorchester Road. The proposed retained parcel would have an area of approximately 3,018 m² and approximately 33.3 m of frontage on Dorchester Road. The two existing accessory buildings are located either fully or partially on the proposed severed parcel. As a result, one of the buildings is proposed to be demolished and the other is proposed to be relocated onto the retained parcel.

County of Elgin Official Plan

The subject property is designated “Tier 3 - Kingsmill Corners” on Schedule ‘A’, Land Use Plan. The subject property has no noted areas on Schedule ‘C’ (Aggregate and Petroleum Resources) or Appendix 1 (Environmental Resource Areas) of the County Official Plan. In addition to the above, the subject property is identified as having frontage along a “Local” road on Schedule ‘B’, “Transportation Plan”.

The County Official Plan contains criteria for lot creation including that the retained and severed lots have public road frontage, complies with the requirements of the Zoning By-law, the parcels are of adequate size to accommodate the appropriate servicing, will not negatively impact drainage patterns, and will not have a negative impact on significant natural heritage features or result in adverse impacts relating to natural hazards (section E1.2.3.1).

The proposed severed and retained parcel would comply with the requirements of the Zoning By-law, would have adequate frontage, and be of sufficient size to accommodate private services. There are no designated natural heritage features or natural hazard features on the subject lands. The application conforms to the Elgin County Official Plan policies.

Malahide Official Plan

The subject property is designated “Hamlet” on Schedule ‘A1’ (Land Use Plan). Lot creation is permitted in Hamlet Areas provided that certain criteria are met, including that the severance would not result in an undue extension of services, there is adequate road frontage, the proposed severance would result in an infill lot, the size of the proposed lot is sufficient to support private services, and the severance would not result in a traffic hazard (Section 4.3.3.).

The proposed lots would be of sufficient size to accommodate private services and would not result in an undue extension of services. The proposed severance would be

considered infill lot creation, would have adequate road frontage, and is not anticipated to create a traffic hazard. The application conforms to the Official Plan policies.

Malahide Zoning By-law No. 18-22

The subject property is within the “Hamlet Residential (HR) Zone” on Key Map E of Schedule “A” to the Township’s Zoning By-law No. 22-18.

The “Hamlet Residential (HR) Zone” zone requires the following with regard to minimum lot area and frontage:

“HR” Zone	Required:	Proposed Retained Lot	Proposed Severed Lot
Min. Lot Area	1,850 m ² (0.46 acre)	3,018.6 m ² (0.75 acre)	1,858.8 m ² (0.46 acre)
Min. Lot Frontage	25m (82 feet)	33.4 (110 feet)	28.1m (92.2 feet)

The proposed severed and retained parcels meet the requirements of the Zoning By-law.

General Comments

Typical conditions are required by the Township if this severance is approved; including a new entrance and associated entrance permit and locate the existing weeping bed to confirm it falls within the proposed new setbacks of the retained property.

It was noted that a building permit will be required in order to relocate the accessory building (which currently situated on the proposed new lot line) and they will also require a septic installer to locate the existing weeping bed to confirm it falls within setbacks of the retained property.

- The Township’s Drainage Superintendent/Engineering Technologist has advised that:
 - a revised assessment schedule in accordance with the Drainage Act, RSO 1990 is required; and,
 - a new or relocation of a municipal drain is required in accordance with the Drainage Act, RSO 1990; and,
 - a lot grading plan is required in conjunction with the new Municipal drain or relocation of Municipal Drain.

Draft conditions for the above have been included.

The Township Planner has also reviewed and has no concerns with the proposal.

Financial Implications to Budget:

The full cost of the consent and associated rezoning process is at the expense of the Applicant and has no implications to the Township’s Operating Budget.

Relationship to Cultivating Malahide:

The Cultivating Malahide Integrated Community Sustainability Plan (ICSP) is based upon four pillars of sustainability: Our Land, Our Economy, Our Community, and Our Government.

One of the goals that supports the “Our Land” Strategic Pillar is “Promote growth in a responsible manner”. By promoting new development and directing growth to appropriate areas within the Township through its support of this proposal, the Council is achieving this goal.

The importance of sustainable planning promotes protection of natural and agricultural lands.

One of the goals that supports the “Our Land” Strategic Pillar is “Protect & Enhance Malahide’s Agricultural Character”. By respecting the agricultural land base through the land use planning process, the Council is achieving this goal.

Submitted by:	Reviewed by:
Eric Steele, BES Monteith Brown Planning Consultants, <u>Consulting Planner for the Township</u>	Jay McGuffin, MCIP, RPP Monteith Brown Planning Consultants

Approved by:
Adam Betteridge, Chief Administrative Officer

60
APPLICATION FOR A CONSENT TO SEVER
Philip M. Robinson (Authorized Agent: Zach Remen)

47932 College Line
Part of Lot 2, Concession No. 9
Township of Malahide

**Township
of Malahide
Figure 1**



OFFICIAL PLAN DESIGNATION

Hamlet
Kingsmill Corners

ZONING
Hamlet Residential (HR) Zone



Lands to be Severed



Lands to be Retained





APPLICATION FOR CONSENT

1. Name of Approval Authority ELGIN COUNTY LAND DIVISION COMMITTEE
2. (a) **Name of Owner** Philip M. Robinson
 Address 47932 College Line, Malahide Township, Aylmer
 Telephone Number 519-902-5995 Email philrobinson34@outlook.com
2. (b) **Name of owner's solicitor or authorized agent** Zach Remen
 Address 450 Sunset Drive, Suite 313, St. Thomas, ON, N5R 5V1
 Telephone Number 519-633-3310 Email zachr@hbgclaw.com
2. (c) **Name of Applicant** Philip M. Robinson
 Address 47932 College Line, Aylmer, ON, N5H 2R6
 Telephone Number 519-902-5995 Email philrobinson34@outlook.com
 Relationship to Owner: Purchasing Farmer (☐) Other (☐) please specify _____

Please specify to whom all communications should be sent:

Owner(s) (☒) Solicitor (☐) Agent (☒) Applicant (☐)

AUTHORIZATION TO APPOINT AN AGENT must be provided if an agent or solicitor is acting on behalf of the land owner or applicant.

3. (a) Type and purpose of proposed transaction: (check appropriate space)
- | | | | | | |
|-----------|-------------------------------------|--------------------------------|--------|--------------------------|---------------------|
| Transfer: | <input checked="" type="checkbox"/> | creation of a new lot | Other: | <input type="checkbox"/> | mortgage/charge |
| | <input type="checkbox"/> | addition to a lot | | <input type="checkbox"/> | lease |
| | <input type="checkbox"/> | <i>surplus farm dwelling**</i> | | <input type="checkbox"/> | easement/R.O.W. |
| | <input type="checkbox"/> | technical severance | | <input type="checkbox"/> | correction of title |
| | <input type="checkbox"/> | other (specify) _____ | | | |

**** If the application involves the severance of a surplus farmhouse (through farm consolidation), please complete and submit attached Appendix "B" – "Surplus Farm Dwelling Information Form."**

- (b) Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged:
n/a

- (c) If a lot addition, identify the assessment roll number and property owner of the lands to which the parcel will be added:

n/a

4. (a) Location of land:

Municipality Malahide Concession No. 9
 Lot(s) No. Part 2 11R9678 Registered Plan No. 13-10600SP
 Name of Street College Line Street No. and/or 911 No. 47932
 Assessment Roll No. 34-08-000-040-13009-0000

(b) Are there any easements or restrictive covenants affecting the subject land?

Yes ☐ No ☒ If Yes, describe the easement or covenant and its effect:

5. Description of land intended **to be severed**: (Accurate Measurements in Metric)

Frontage _____ Depth _____ Area 1858.768 m2
 Existing Use Vacant Land Proposed Use One Single Family Home
 Number and use of buildings and structures on the land to be severed:
 Existing None
 Proposed One Single Family Home

6. Description of land intended **to be retained**: (Accurate Measurements in Metric)

Frontage _____ Depth _____ Area 3018.575 m2
 Existing Use Residential Proposed Use Residential
 Number and use of buildings and structures on the land to be retained:
 Existing One House, One Equipment Barn
 Proposed One House, One Equipment Barn

7. Number of new lots proposed (including retained lots) 1x retained, 1x new = 2 lots

8. Type of access for proposed and retained lot: (check appropriate space)

<u>TYPE</u>	<u>PROPOSED LOT</u>	<u>RETAINED LOT</u>
Provincial Highway	<input type="checkbox"/>	<input type="checkbox"/>
Municipal road, maintained all year	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Municipal road, seasonally maintained	<input type="checkbox"/>	<input type="checkbox"/>
Other public road	<input type="checkbox"/>	<input type="checkbox"/>
Right Of Way	<input type="checkbox"/>	<input type="checkbox"/>
Water access	<input type="checkbox"/>	<input type="checkbox"/>

If proposed access is by water, what boat docking and parking facilities are available on the mainland?
 (specify) _____

9. (a) What type of water supply is proposed: (check appropriate space)

<u>TYPE</u>	<u>PROPOSED LOT</u>	<u>RETAINED LOT</u>
Publicly owned and operated piped water system	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Privately owned and operated individual well **	(<input checked="" type="checkbox"/>)	(<input checked="" type="checkbox"/>)
Privately owned and operated communal well **	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Lake or other water body	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Other means (specify)	_____	_____

- (b) ** If existing water supply is provided from a privately owned and operated individual/communal well, **the owner shall be required to provide written confirmation from a licensed well installer that the private well provides the quality and quantity of potable water required by Provincial standards. (Written confirmation to be attached to the Application); AND**

- (c) ** **A water quality test by the applicable public health unit is required (Written confirmation to be attached to the Application)**

10. (a) What type of sewage disposal is proposed: (check appropriate space)

<u>TYPE</u>	<u>PROPOSED LOT</u>	<u>RETAINED LOT</u>
Publicly owned and operated sanitary sewage system	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Privately owned and operated individual septic Tank **	(<input checked="" type="checkbox"/>)	(<input checked="" type="checkbox"/>)
Privately owned and operated communal septic System **	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Other means (specify)	_____	_____

- (b) **If existing sewage disposal is privately owned, **the owner shall be required to provide written confirmation from a licensed septic installer that the system is in satisfactory operating condition. (Written confirmation to be attached to the Application)**

NOTE: If 9(b), 9(c) and 10(b) are not provided, the application is not considered complete and the application will not be accepted until such time as the outstanding items have been provided and it is deemed complete.

11. When will water supply and sewage disposal services be available?

As soon as possible

12. What is the existing Official Plan designation(s) of the subject land?

Hamlet rural (HR) Residential

13. What is the existing Zoning designation(s) of the subject land?

Hamlet rural (HR) Residential

14. Has the subject land ever been the subject of an application for approval of a plan of subdivision under the Planning Act? Yes ☐ No ☒ Unknown ☐

If Yes, and known, provide the application file number and the decision made on the application

15. If this application is a re-submission of a previous consent application, describe how it has been changed from the original application
N/A
-

16. (a) Has there been any previous severances of land from this holding?

Yes ☒ No ☐

- (b) If the answer to (a) is Yes, please indicate previous severances on the required sketch and supply the following information for each lot severed:

Who the severance was granted to David Klasson

Use of parcel Residential Home

Date parcel created (Year) 2022

17. If this application is for a lot addition, has the lot to be enlarged ever been the subject of a previous severance?

Yes ☐ No ☒

If Yes, provide the previous severance File No.

18. (a) Are there any barns within 750 metres of the proposed severed lands?

Yes ☒ No ☐

- i) Now used for livestock? Yes ☐ No ☒
ii) Capable of being used for livestock? Yes ☐ No ☒

- (b) If there are livestock barns located within 750 metres of the dwelling on the retained lands a MDS 1 calculation is required to be submitted with this application for consent pursuant to Minimum Distance Separation (MDS) document -Implementation Guideline #6.

19. Is the owner, solicitor, or agent applying for additional consents on this holding simultaneously with this application, or considering applying for additional consents in the future?

Yes ☒ No ☐

20. Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted to the Minister for approval?

Yes ☐

No ☒

If Yes, and known, specify the Ministry file number and status of the application

21. Is the subject land currently the subject of an application for a zoning by-law amendment, Minister's zoning order amendment, minor variance, or approval of a plan of subdivision?

Yes ☐

No ☒

If Yes, and known, specify the appropriate file number and status of the application

22. (a) Is the application consistent with the Provincial Policy Statement 2020 issued under subsection 3(1) of the Planning Act?

Yes ☒

No ☐

- (b) If Yes, identify policies from the Provincial Policy Statement 2020 to support this application for consent

Kingsmill Corners is designated for "in fill"

23. Is the subject land within an area designated under any provincial plan or plans?

Yes ☐

No ☒

If Yes, does the application conform to or conflict with the applicable provincial plan or plans

24. Did pre-consultation occur with the local Municipality and/or other agencies?

Yes ☒

No ☐

Enter date of consultation and contact person

Christine Strupat

25. The Owner/Applicant/Agent hereby authorizes Land Division Committee members and the Corporation of the County of Elgin staff to enter onto the subject property for the purpose of Site inspections with respect to this application.

26. The Owner/Applicant/Agent hereby consents to disclosure of the information contained in this Application pursuant to Section 32(b) of Bill 49, Chapter 63, S.O. 1989, being an Act to provide for Freedom of Information and Protection of Individual Privacy in Municipalities and Local Boards.

27. DETAILED SKETCH:

The application shall be accompanied by a detailed sketch showing the following:

- the boundaries and dimensions of the subject land, the part that is to be severed and the part that is to be retained;
- the boundaries and dimensions of any land owned by the owner of the subject land and

that abuts the subject land;

- the distance between the subject land and the nearest municipal lot line or landmark, such as a railway crossing or bridge;
- the location of all land previously severed from the parcel originally acquired by the current owner of the subject land;
- the approximate location of all natural and artificial features on the subject land and adjacent lands that in the opinion of the applicant may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas;
- the location of private wells and septic system must be located entirely within the boundaries **of the lot to be created** and shall comply with the Zoning By-Law setbacks;
- the location of private wells and septic system must be located entirely within the boundaries **of the lot to be retained** and shall comply with the Zoning By-Law setbacks;
- the existing use(s) on adjacent lands;
- the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- if access to the subject land is by water only, the location of the parking and boat docking facilities to be used;
- the location and nature of any easement affecting the subject land.

Dated at the Township of Malahide
 (Municipality/Township/City/etc.) (Name of Municipality/Township/City/etc.)
 this 18 day of May 202022
 (month) (year)



SIGNATURE OF APPLICANT(S), SOLICITOR OR AUTHORIZED AGENT

AFFIDAVIT OR SWORN DECLARATION

I/We Philip M. Robinson of the City
 (Applicant/Agent Name) (Municipality/Township/City/etc.)

of St. Thomas in the County of _____
 (Name of Municipality/Township/City/etc.) (County Name)

solemnly declare that all the information contained in this application is true, and I/We make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under Oath and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me in the


City of St. Thomas
 (Municipality/Township/City/etc.) (Name of Municipality/Township/City/etc.)

in the County of Elgin this 18 day of May
 (County/Region if applicable) (Day) (Month)

20 2022
 (Year)


 Signature

 Signature

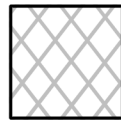

 A Commissioner, etc.

If this application is signed by an agent or solicitor on behalf of an applicant(s), the owner's authorization must accompany the application. If the applicant is a corporation acting without agent or solicitor, the application must be signed by an officer of the corporation and the seal, if any, must be affixed.

It is required that one copy of this application be filed, together with one copy of the detailed sketch described, with the responsible person, accompanied by a fee of – \$1,250.00 in cash or by cheque made payable to TREASURER, COUNTY OF ELGIN.

An additional fee of \$300.00 will be charged for affixing the consent stamp.

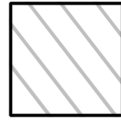
Signature of Witness

Supporting Legend
(cross-hatching only)

Severed Parcel



Retained Parcel

Parcel previously
Severed
(to David Klasson)

Note to reader:
This is a sketch layed
over survey produced by
Kim Husted Surveying Ltd.

NOT AN ORIGINAL
SURVEY/PLAN/REPORT
PRODUCED BY A
SURVEYER



SURVEYOR'S REAL PROPERTY REPORT

PLAN OF

PART OF LOT 2
CONCESSION 9GEOGRAPHIC TOWNSHIP OF MALAHIDE
TOWNSHIP OF MALAHIDE
COUNTY OF ELGIN

KIM HUSTED SURVEYING LTD.

REPORT SUMMARY (TO BE READ IN CONJUNCTION WITH PLAN OF SURVEY)

REGISTERED EASEMENTS AND/OR RIGHTS-OF-WAY: NONE REGISTERED ON TITLE
COMPLIANCE WITH MUNICIPAL OFFICIAL PLANS AND
ZONING BY-LAWS: NOT CERTIFIED BY THIS REPORT

ADDITIONAL REMARKS: PROPERTY DESCRIPTION: PART OF LOT 2 CONCESSION 9
GEOGRAPHIC TOWNSHIP OF MALAHIDE COUNTY OF ELGIN
DESIGNATED AS PART 2 11R - 9678
PART OF P.I.N. 35288-0234

SUBJECT PROPERTY AREA = 4814.8 SQUARE METRES

AREA OF SUBJECT PROPERTY COVERED BY DWELLING AND BARN & SHED

= 246.9 SQUARE METRES

LOT COVERAGE = 5.1 %

THIS SURVEYOR'S REAL PROPERTY REPORT HAS BEEN PREPARED FOR
PHILIP & SYLVIA ROBINSON
AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY
FOR USE BY OTHERS

SURVEYOR'S CERTIFICATE

I CERTIFY THAT

- (1) - THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM
- (2) - THIS SURVEY WAS COMPLETED ON THE 18th DAY OF SEPTEMBER, 2013

OCTOBER 21, 2013

DATE

KENNETH M. MATTHEWS
ONTARIO LAND SURVEYOR

THIS REPORT CAN BE UPDATED BY KIM HUSTED SURVEYING LTD.
HOWEVER NO ADDITIONAL PRINTS OF THIS ORIGINAL
REPORT WILL BE ISSUED SUBSEQUENT TO THE DATE
OF CERTIFICATION

NOTES

- (1) - BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE NORTHERN LIMIT OF COLLEGE LINE AS SHOWN ON DEPOSITED PLAN 11R-9184 HAVING A BEARING OF N 89° 17' 00" W

LEGEND

■	DENOTES	SURVEY MONUMENT FOUND
□	DENOTES	SURVEY MONUMENT SET
IB	DENOTES	STANDARD IRON BAR
IB	DENOTES	IRON BAR
RIB	DENOTES	ROUND IRON BAR
(W.T.)	DENOTES	WITNESS
(P1)	DENOTES	DEPOSITED PLAN 11R-
(741)	DENOTES	DON I. HOUGHTON O.L.S.
(1355)	DENOTES	G.B. VAUGHAN O.L.S.
(S.U.)	DENOTES	SOURCE UNKNOWN
(M)	DENOTES	MEASURED
(S)	DENOTES	SET
P.I.N.	DENOTES	PROPERTY IDENTIFIER NUMBER

© COPYRIGHT 2013 KIM HUSTED SURVEYING LTD.

THE REPRODUCTION, ALTERATION, OR USE OF THIS REPORT IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF KIM HUSTED SURVEYING LTD. IS STRICTLY PROHIBITED

KIM HUSTED SURVEYING LTD.

App_Number E16/22

1. That the applicant initiate and assume, if required, all engineering costs associated with the preparation of a revised assessment schedule in accordance with the Drainage Act, RSO 1990, as amended, with a deposit to be paid in full to the township prior to the condition being deemed fulfilled. If the deposit does not cover the costs of the revised assessment schedule, the applicant will be billed for any additional costs incurred.
2. That the applicant initiate and assume, if required, all engineering and construction costs associated with construction of a new Municipal drain, or, the relocation of Municipal drain. To be commenced in accordance with the Drainage Act, RSO 1990. All costs to be paid in full to the township prior to the condition being deemed fulfilled. If a lot grading plan is required as a condition of severance, it should be done in conjunction with the new Municipal drain or relocation of Municipal Drain.
3. That all entrance permits are acquired from the appropriate road authority as per applicable entrance control policy
4. That the applicant be required to retain the services of a professional designer and have an engineered Lot grading development plan and ditch grading plan prepared in accordance with good engineering practices, that are suitable to the Township prior to the condition being deemed fulfilled.
5. That all outstanding work orders or by-law enforcement issues be resolved to the satisfaction of the Chief Building Official prior to the condition being deemed fulfilled.
6. Confirmation that private sewage system be confined entirely within the boundaries of the newly created parcel. That system be in conformance with all required setbacks from lot lines prior to the condition being deemed fulfilled.
7. The owner has the necessary review and lot assessment conducted to ensure that it is suitable for the installation of a sewage disposal system and payment of necessary fees per lot.
8. That the necessary deeds, transfers and charges for certificates and/or instruments necessary for registration be submitted in triplicate prior to certification all of which are to be fully executed.
9. That all applicable property taxes, municipal fees and charges be paid to the Municipality prior to the stamping of the deeds.
10. That an electronic version of the reference plan be submitted to the satisfaction of the Municipality.
11. That the applicant is responsible to apply and pay all fees to the Township with respect to Civic Addressing Numbers/Signage for the severed and retained portions of property prior to the condition being deemed fulfilled.
12. That the shed proposed to be relocated be done so to the satisfaction of the Township Chief Building Official and in accordance with the requirements of the Township of Malahide Zoning By-law.



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Virtual Meeting Minutes of June 1, 2022
Approved July 6, 2022

The Board of Directors Meeting was held via videoconference, on Wednesday, June 1, 2022, pursuant to section C.9, of the LPRCA's Administrative By-Law.

Members in attendance:

John Scholten, Chair	Township of Norwich
Michael Columbus, Vice-Chair	Norfolk County
Dave Beres	Town of Tillsonburg
Robert Chambers	County of Brant
Kristal Chopp	Norfolk County
Valerie Donnell	Municipality of Bayham/Township of Malahide
Tom Masschaele	Norfolk County
Stewart Patterson	Haldimand County
Ian Rabbitts	Norfolk County
Peter Ypma	Township of South-West Oxford

Regrets:

Ken Hewitt	Haldimand County
------------	------------------

Staff in attendance:

Judy Maxwell, General Manager
 Aaron LeDuc, Manager of Corporate Services
 Lorrie Minshall, Special Projects
 Zachary Cox, Marketing Coordinator
 Dana McLachlan, Executive Assistant

1. Welcome and Call to Order

The chair called the meeting to order at 6:30 p.m., Wednesday, June 1, 2022.

2. Additional Agenda Items

There were no additional agenda items.

3. Declaration of Conflicts of Interest

None were declared.

4. Minutes of the Previous Meeting

a) Board of Directors Meeting of May 4, 2022

There were no questions or comments.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
 Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

A-54/22

Moved by V. Donnell
Seconded by I. Rabbitts

THAT the minutes of the LPRCA Board of Directors Meeting held May 4, 2022 be adopted as circulated.

CARRIED**5. Business Arising**

There was no business arising from the previous minutes.

6. Review of Committee Minutes

There were no Committee Minutes presented.

7. Correspondence

There was no correspondence presented for review.

8. Development Applications**a) Section 28 Regulations Approved Permits**

Through the General Manager's delegating authority, 19 applications were approved in the past month, LPRCA-85/22, LPRCA-86/22, LPRCA-89/22, LPRCA-90/22, LPRCA-92/22, LPRCA-93/22, LPRCA-94/22, LPRCA-95/22, LPRCA-96/22, LPRCA-97/22, LPRCA-98/22, LPRCA-101/22, LPRCA-102/22, LPRCA-103/22, LPRCA-104/22, LPRCA-105/22, LPRCA-106/22, LPRCA-107/22 and LPRCA-108/22.

All of the staff-approved applications met the requirements as set out in Section 28 of the *Conservation Authorities Act*.

A-55/22

Moved by D. Beres
Seconded by P. Ypma

THAT the LPRCA Board of Directors receives the Staff Approved Section 28 Regulations Approved Permits report as information.

CARRIED**b) New Business****a) General Manager's Report**

The General Manager provided an overview of operations this past month.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

Staff attended a workshop hosted by the Ministry of Environment, Conservation and Parks (MECP) to review the Inventory of Programs and Services submitted by the Conservation Authorities. Reporting suggestions were provided and staff is currently working on the next report to be submitted to MECP by June 30, 2022.

LPRCA was successful in securing funding from the Water Erosion Control Infrastructure (WECI) program for two projects: Norwich Dam Embankment Repairs and Deer Creek Dam Concrete Repairs. Both projects were included in the 2022 budget.

A-56/22

Moved by M. Columbus

Seconded by T. Masschaele

That the LPRCA Board of Directors receives the General Manager's Report for May 2022 as information.

CARRIED

b) CA Act Phase 2 Regulations

The Phase 2 Regulations of the *Conservation Authorities Act* were released April 20, 2022. The regulations and policy are meant to clearly define the rules for the 2024 budget discussions. The impacts to LPRCA, based on the main focal points of the regulations, are:

1. Cost Apportionment – LPRCA's current methods are consistent with the regulation
2. Budget Process – Minor process adjustments are required
3. Budget Preparation and Presentation – LPRCA's current budget preparation and presentation are fairly consistent with the regulation (Operating and Capital costs need to be grouped and categorized)
4. Fee Classes Policy – Required to develop and seek consultation on a written fee schedule to be posted on the LPRCA website

A-57/22

Moved by V. Donnell

Seconded by S. Patterson

THAT the LPRCA Board of Directors receives the report on CA Act Phase 2 Regulations as information.

CARRIED

c) Norwich Dam Embankment Repairs

The Norwich Dam embankment is eroding and in need of repairs. In late 2021, a request for quotes was issued to three contractors and one responded, R. Simon Construction. Unfortunately, repairs were delayed due to timing windows therefore, R.

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell, Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

Simon Construction was recently asked to review their quote. The quote was updated with a moderate increase for 2022.

This project was approved in the 2022 budget for \$25,000 and recently LPRCA was successful in securing WECl funding of \$13,300 for the project.

A-58/22

Moved by P. Ypma

Seconded by V. Donnell

That the LPRCA Board of Directors approves the quote submitted by Robert Simon Construction to undertake the necessary repairs of the Norwich Dam Embankment costs of \$25,006.33 inclusive of the unrecoverable portion of HST;

And,

That the LPRCA Board of Directors approves the Ecosystem Recovery Inc. costs of \$2,716.99 inclusive of the unrecoverable portion of the HST for project management for a total project cost of \$27,723.32

CARRIED

d) Pay Equity and Compensation Review RFP

The Pay Equity and Compensation Review project was approved in the 2022 budget. The last review was completed in 2012.

A Request for Proposals was issued May 12 and closed May 25 and two proposals were received by the deadline. Staff recommended the project be awarded to the lowest bidder.

A-59/22

Moved by T. Masschaele

Seconded by I. Rabbitts

THAT the LPRCA Board of Directors approves retaining Ward & Uptigrove to conduct a Pay Equity and Compensation Review for \$16,000 with an estimate of \$3,325 in additional services for an estimated total cost of \$19,325 exclusive of HST.

CARRIED

A-60/22

Moved by R. Chambers

Seconded by I. Rabbitts

THAT the LPRCA Board of Directors does now enter into a closed session to discuss:

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

- *Litigation or potential litigation, including matters before administrative tribunals (e.g. Local Planning Appeal Tribunal), affecting the Authority*

CARRIED

The board reconvened in open session at 7:44 p.m.

Adjournment

The Chair adjourned the meeting at 7:45 p.m.

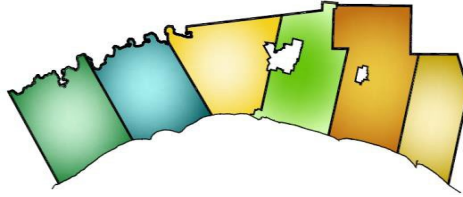
John Scholten
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/dm

FULL AUTHORITY COMMITTEE MEMBERS

Dave Beres, Robert Chambers, Kristal Chopp, Michael Columbus, Valerie Donnell,
Ken Hewitt, Tom Masschaele, Stewart Patterson, Ian Rabbitts, John Scholten, Peter Ypma

**ELGIN GROUP POLICE SERVICES BOARD****Chair Sally Martyn****Tel. 519-631-1460**

450 Sunset Drive

St. Thomas, ON N5R 5V1

Municipality of Bayham | Municipality of Central Elgin | Municipality of Dutton Dunwich
Municipality of West Elgin | Township of Malahide | Township of Southwold

July 12, 2022

Dear Mayor Mennill and Township of Malahide Council,

I write to you in my capacity as Chair of the Elgin Group Police Services Board (Elgin Group) to advise you that Elgin Group's contract with Ontario Provincial Police (OPP) expires on December 31st, 2022.

The new Community Safety and Policing Act (CSPA) is set to come into effect soon, and all contracts will become null and void at that time. Instead of entering into a new contract with the Ministry at year's end, the Elgin Group Member Municipalities have the option of extending the current contract for a period of one (1) year.

To extend the contract, Member Municipalities will be required to pass a By-law to amend the Agreement and extend the contract until the 31st of December 2023. I have enclosed a draft copy of the Elgin Group Amending Agreement, as provided by OPP. Additionally, I have enclosed a draft By-law prepared by Elgin Group's Secretary Administrator and reviewed by the County's Solicitor. Upon review of the draft Agreement, each Council is required to pass the By-law to amend the Agreement.

Please send a copy of the By-law, signed by both the head of Council or presiding officer of the meeting at which the By-law is passed and the Clerk, under the Corporation's seal to Police Services Board Secretary Administrator – Carolyn Krahn (ckrahn@elgin.ca). Once each Member Municipality has passed the By-law, the Ministry will assemble the final copy of the Amending Agreement and will send it to the Member Municipalities for their signatures.

If you have any questions, please do not hesitate to contact me directly.

Yours very truly,

Sally Martyn

Chair, Elgin Group Police Services Board

Enclosures:

1. Draft by-law
2. Draft Elgin Group Amending Agreement

Cc: Elgin Group Police Services Board

**"A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK
TO EXECUTE AN AMENDING AGREEMENT WITH HER MAJESTY THE QUEEN
IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL
FOR THE PROVISION OF POLICE SERVICES FOR THE
ELGIN GROUP MUNICIPALITIES"**

WHEREAS the Municipal Act, 2001 S.O. c.25, as amended, authorizes municipalities to enter into agreements; and

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, municipalities are required to provide adequate and effective police services in accordance with its needs;

WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police;

AND WHEREAS under Section 29, the Parties may amend the Agreement by written agreement;

AND WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the "Elgin Group") seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

NOW THEREFORE the Council of the Corporation of the Municipality of _____ enacts as follows:

1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Municipality/Township of _____ to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.
2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services amending agreement will commence on the 30th day of December, 2022 and will conclude on the 31st day of December, 2023.
4. A copy of said amending agreement shall remain attached to and form part of this by-law.
5. This By-law shall come into force and effect upon the final passing thereof.

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS _____ DAY OF _____ 2022.

Chief Administrative Officer/Clerk.

Mayor.

This second AMENDING AGREEMENT is from the 1st day of January, 2015 to the 30th day of December, 2023

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL
("Ontario")

-and-

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
THE CORPORATION OF THE MUNICIPALITY OF BAYHAM
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

("the Elgin Group")

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the "Agreement") which commenced on the 1st day of January 2015.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to further amend the Agreement as set out in this second Amending Agreement, by extending the duration of the contract to conclude on the 31st of December, 2023, as supported by:
 - Bylaw # ###, dated #####, 2022 of the Council of the Municipality of West Elgin (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Municipality of Bayham (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Township of Southwold (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Municipality of Central Elgin (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Municipality of Dutton Dunwich (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Township of Malahide (attached as Schedule "A-1").

NOW THEREFORE, the Parties agree as follows:

1. Section 26 of the Agreement shall be replaced with the following:

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January 2015, and shall conclude on the earlier of (i) the 31st day of December, 2023 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective as of the 30th day of December, 2022.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE Corporation of
the Municipality of West Elgin

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of Bayham

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Southwold

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of Central Elgin

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of
Dutton/Dunwich

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Malahide

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

Schedule “A-1”

**BY-LAW’S OF THE MUNICIPAL COUNCIL
Elgin Group**

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

By-Law No. 22-52**SCHEDULE “A”**

**Being a By-law to authorize the Mayor and Clerk to execute
an amending agreement with her Majesty the Queen In Right of Ontario
as Represented by the Solicitor General for the provision of Police
Services for the Elgin Group Municipalities.**

WHEREAS the Municipal Act, 2001 S.O. c.25, as amended, authorizes municipalities to enter into agreements; and

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, municipalities are required to provide adequate and effective police services in accordance with its needs;

WHEREAS under Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, the Solicitor General may enter into an agreement with the council of a municipality or jointly with the councils of two or more municipalities for the provision of police services for the municipality or municipalities by the Ontario Provincial Police;

AND WHEREAS under Section 29, the Parties may amend the Agreement by written agreement;

AND WHEREAS the Corporation of the Municipality of West Elgin, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of the Township of Southwold, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich and the Corporation of the Municipality of the Township of Malahide (herein after collectively called the “Elgin Group”) seek to enter into a single amending agreement for the provision of Police Services by the Ontario Provincial Police;

NOW THEREFORE the Council of the Corporation of the Township of Malahide enacts as follows:

1. The Mayor and the Clerk are hereby authorized, on behalf of the Corporation of the Township of Malahide to enter into and execute under its corporate seal an agreement for the provision of Police Services with the Solicitor General of Ontario.
2. The Police Services agreement with the Solicitor General of Ontario shall also be authorized by the five other Municipalities, being the other members of the Elgin Group.
3. The Police Services amending agreement will commence on the 30th day of December, 2022 and will conclude on the 31st day of December, 2023.
4. A copy of said amending agreement shall remain attached to and form part of this by-law.
5. This By-law shall come into force and effect upon the final passing thereof.

READ a FIRST and SECOND time this 21st day of July, 2022.

READ a THIRD time and FINALLY PASSED this 21st day of July, 2022.

Mayor, D. Mennill

Clerk, A. Adams

This second AMENDING AGREEMENT is from the 1st day of January, 2015 to the 30th day of December, 2023

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL
("Ontario")

-and-

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
THE CORPORATION OF THE MUNICIPALITY OF BAYHAM
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH
THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

("the Elgin Group")

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the "Agreement") which commenced on the 1st day of January 2015.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to further amend the Agreement as set out in this second Amending Agreement, by extending the duration of the contract to conclude on the 31st of December, 2023, as supported by:
 - Bylaw # ###, dated #####, 2022 of the Council of the Municipality of West Elgin (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Municipality of Bayham (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Township of Southwold (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Municipality of Central Elgin (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Municipality of Dutton Dunwich (attached as Schedule "A-1").
 - Bylaw # #####, dated #####, 2022 of the Council of the Township of Malahide (attached as Schedule "A-1").

NOW THEREFORE, the Parties agree as follows:

1. Section 26 of the Agreement shall be replaced with the following:

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January 2015, and shall conclude on the earlier of (i) the 31st day of December, 2023 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective as of the 30th day of December, 2022.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE Corporation of
the Municipality of West Elgin

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of Bayham

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Southwold

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of Central Elgin

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Municipality of
Dutton/Dunwich

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

FOR THE Corporation of
the Township of Malahide

Mayor

Chief Administrative Officer

Date signed by Municipality: _____

Schedule “A-1”

**BY-LAW’S OF THE MUNICIPAL COUNCIL
Elgin Group**

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW 22-54

Being a By-law to authorize the execution of an Ontario Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Infrastructure.

WHEREAS Section 5(3) of the Municipal Act, 2021, c.25, as amended, authorizes a municipality to pass by-laws to exercise its municipal powers;

AND WHEREAS the Council of The Corporation of the Township of Malahide wished to enter into a Transfer Payment Agreement with Her Majesty the Queen, in the Right of Ontario, as represented by the Minister of Infrastructure, for the Investing in Canada Infrastructure Program;

AND WHEREAS a copy of the said Ontario Transfer Payment Agreement between Her Majesty the Queen in the Right of Ontario and The Corporation of the Township of Malahide is attached hereto;

NOW THEREFORE the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT the entering into the Ontario Transfer Payment Agreement with Her Majesty the Queen in the Right of Ontario is hereby approved and authorized.
2. THAT the Mayor and the Clerk be and they are hereby authorized and directed to execute on behalf of the Corporation of the Township of Malahide the said Ontario Transfer Payment Agreement in substantially the same form as that attached hereto as Schedule "A" and forming a part of the By-law.
3. THAT the said Ontario Transfer Payment Agreement shall take effect and come into force upon the signing thereof by all parties thereto.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a **FIRST** and **SECOND** time this 21st day of July, 2022.

READ A THIRD time and **FINALLY PASSED** this 21st day of July, 2022.

Mayor, D. Mennill

Clerk, A. Adams

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
GREEN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (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 -

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

(CRA#871035168)

(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 federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial 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 green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

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 a green stream project.

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 Project as set out in Schedule “C”.

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 the 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, if any, form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, Timelines and Project Standards
- 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 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 scanned as a pdf and delivered by email to the other Party;
- (ii) 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
- (iii) 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 Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (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 Project 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 Project 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 Project 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. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

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 Project, 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 the maximum contribution from Canada as set out in Schedule “C”.

“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.

“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 the 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 the 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 the Project 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 the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“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, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (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 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 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 the 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 the maximum contribution from Ontario as set out in Schedule “C”.

“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 the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“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 that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

“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 the Project by means of a Contract.

“Total Financial Assistance” means 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.

“Transfer Payment Ontario” means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the 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 will meet the following environmental quality outcome:

Environmental Quality Outcomes:
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
 - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (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 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 the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the 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 the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

- 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 the 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 the 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 the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the 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;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 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 may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the 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 the Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the 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 Project.** The Recipient will, in respect of the 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 the 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 the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

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 the 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.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 the 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 the 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 for a period of seven years after the Expiration Date:

- (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 the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the 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 the 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, the 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 the Project.

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 for a period extending at least 90 Business Days beyond the Term, 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 the 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) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the 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 the 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 the 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 the 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. 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. 4.1(c), 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 Project), A.5.5 (Disposal of 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 (for a period extending 90 Business Days beyond the Term), 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 the 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 the 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 the 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 the Province with, to the Province’s satisfaction:
 - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
 - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (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 the 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
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

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 March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

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 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPGreen@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Address: THE CORPORATION OF THE TOWNSHIP OF MALAHIDE 87 John Street South, Aylmer, Ontario N5H2C3</p> <p>Attention: Director of Public Works</p> <p>Email: msweetland@malahide.ca</p>

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

SCHEDULE “C”
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT
STANDARDS

C.1.0 PROJECT DESCRIPTION

This project will replace approximately 500 meters of watermain in the Township of Malahide along Talbot Street East (also referred to as Talbot Line and Highway #3), going southeast from Elk Street. The work includes the installation of approximately four fire hydrants, and the installation of directionally drilled water services to property lines.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$1,578,750.00, rounded to two decimal places.

C.2.2 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means \$526,197.38, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 Canada’s Maximum Contribution. Canada’s Maximum Contribution means \$631,500.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 Percentage of Federal Support. Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal Approval Date means March 02, 2022.

C.4.0 PROJECT STANDARDS

C.4.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the 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.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the 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.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient 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) **Initial Report.** The Initial Report will provide the Recipient's forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project's status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project's final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

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 the 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 the 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, 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, 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 goods or 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 Province and Canada in section E.1.1, 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 October 31, 2026;
- 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 March 31st of the year following the year in which the costs were incurred;
- 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 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) 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) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
- (ii.) emergency services infrastructure; or
- (iii.) addressing seismic risks; and
- 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.

[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 evaluation in respect of the 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 the 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 the 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 the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- 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 the 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 the 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 the 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”).

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.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient 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 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 **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 Schedule “C”.
- J.4.2 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.4.3 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.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **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 submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may 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.7.0 HOLDBACK

- J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, 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 of Schedule “A” (Retention of Contribution) 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 the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the 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).

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**BY-LAW NO. 22-53**

Being a By-law to adopt, confirm and ratify matters dealt with by resolution of the Township of Malahide.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, provides that the powers of every council are to be exercised by by-law;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the Township of Malahide does not lend itself to the passage of an individual by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Township of Malahide at this meeting be confirmed and adopted by by-law;

NOW THEREFORE the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT the actions of the Council of the Township of Malahide, at its regular meeting held on July 21, 2022, in respect of each motion, resolution and other action taken by the Council of the Township of Malahide at such meeting is, except where the prior approval of the Ontario Municipal Board or other authority is required by law, is hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. THAT the Mayor and the appropriate officials of the Township of Malahide are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Township of Malahide referred to in the proceeding section.
3. THAT the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of Malahide.
4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a **FIRST** and **SECOND** time this 21st day of July, 2022.

READ a **THIRD** time and **FINALLY PASSED** this 21st day of July, 2022.

Mayor, D. Mennill

Clerk, A. Adams