



REVISED AGENDA
Township of South Stormont

Wednesday, September 22, 2021, 5:00 PM
2 Mille Roches Road Long Sault ON

Changes to the original agenda are noted with an asterisk "*".

To contain the spread of COVID-19, Township Council meetings are being held electronically and live streamed at southstormont.ca/councilmeetings.

For alternate meeting formats, please contact the Township at info@southstormont.ca or 613-534-8889.

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| 2. Confirmation of Agenda | |
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| 4. Presentations | |
| a. 2020 Volunteer(s) of the Year | |
| South Stormont Youth Volunteer of the Year | |
| Fran Laflamme South Stormont Volunteer of the Year | |
| 5. Public Meeting | |
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| a. FoodCycler | 4 - 18 |
| Christina Zardo, Manager of Municipal Solutions, Food Cycle Science | |
| 7. Adoption of Minutes | |

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| a. | September 8, 2021 | 19 - 22 |
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| f. | Volunteer Appreciation Committee | |
| g. | South Stormont / South Dundas Doctor Recruitment Committee | |

| | | |
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| 13. | By-laws | |
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| 18. | Adjournment by Resolution | |



FOODCYCLER™
MUNICIPAL SOLUTIONS



- Canadian company founded in Cornwall and based out of Ottawa, ON
- Founded in 2011 – Company is 100% focused on Food Waste Diversion Solutions
- Products available in North America through FoodCycler Municipal / Vitamix and internationally through network of distributors & OEM partners



THE PROBLEM – FOOD WASTE

- **63%** of food waste is avoidable
- Household waste is composed of **25-50%** organic waste
- Food waste weight is up to **90%** liquid mass (which is heavy)
- The average Canadian household spends **\$1,766** on food that is wasted each year
- Each year food waste in Canada is responsible for **56.6 Million tonnes of CO2** equivalent of GHG



MUNICIPAL IMPACT

WASTE MANAGEMENT IS A MUNICIPAL RESPONSIBILITY

LANDFILL + WASTE MANAGEMENT

- ~**25-50%** of household waste is organic waste
- Landfills are filling up fast, creating cost and environmental issues
- Significant garbage collection and disposal costs

ENVIRONMENT

- Landfilled organic waste produces methane, which is **25 times** more harmful than CO₂
- 1 tonne of food waste is equivalent to 1 car on the road for one year



COMMUNITY

Food in the garbage:

- More frequent collection or trips to the disposal site
- Unpleasant odours
- Animals, pests & other visitors



Removing food waste from garbage:

- Volume is reduced by up to 50%
- Less frequent collection, fewer trips to disposal site, save on bag tags
- Keeps odours out, makes garbage much less “interesting” for animals

HAVEN'T WE SOLVED THIS ALREADY?



GREEN BINS

- Preferred solution for **larger cities** where **dense housing** and large processing facilities generate **economies of scale**
- **Contamination** is an ongoing challenge
- GHG emissions from curbside collection
- **Safety** concerns from additional trucks on the road



BACKYARD COMPOST

- **Cost-effective** but can be **labor-intensive** also
- May attract pests/animals or create unpleasant **odors**
- Most users **do not compost in winter** or inclement weather
- **Adoption rates are relatively low and stagnant**



LANDFILL

- **Easiest solution** and often perceived as the most cost-effective in the short term
- Waste is typically **out of sight and out of mind** for consumers
- High levels of GHG emissions, particularly **methane**
- Long-term **environmental hazard** requires monitoring / maintenance

THE SOLUTION

IN THREE SIMPLE STEPS



1. Add waste to bucket

2. Add bucket to unit

3. Press Start. That's it!



Vegetable &
Fruit Scraps



Dairy Products



Starches



Tea bags & Coffee
grinds



Fish & Poultry
Bones



Egg shells



Nut shells, nuts
& seeds



Meat, poultry
& fish

The resulting by-product can be
used in many applications.

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90% FOOD WASTE REDUCTION

1 KG (2.5L) of wet,
smelly food waste

100 G of dry, sterile &
odorless soil amendment

4-8 HOURS + 0.8 kWh
<10 cents / cycle



IMPACT

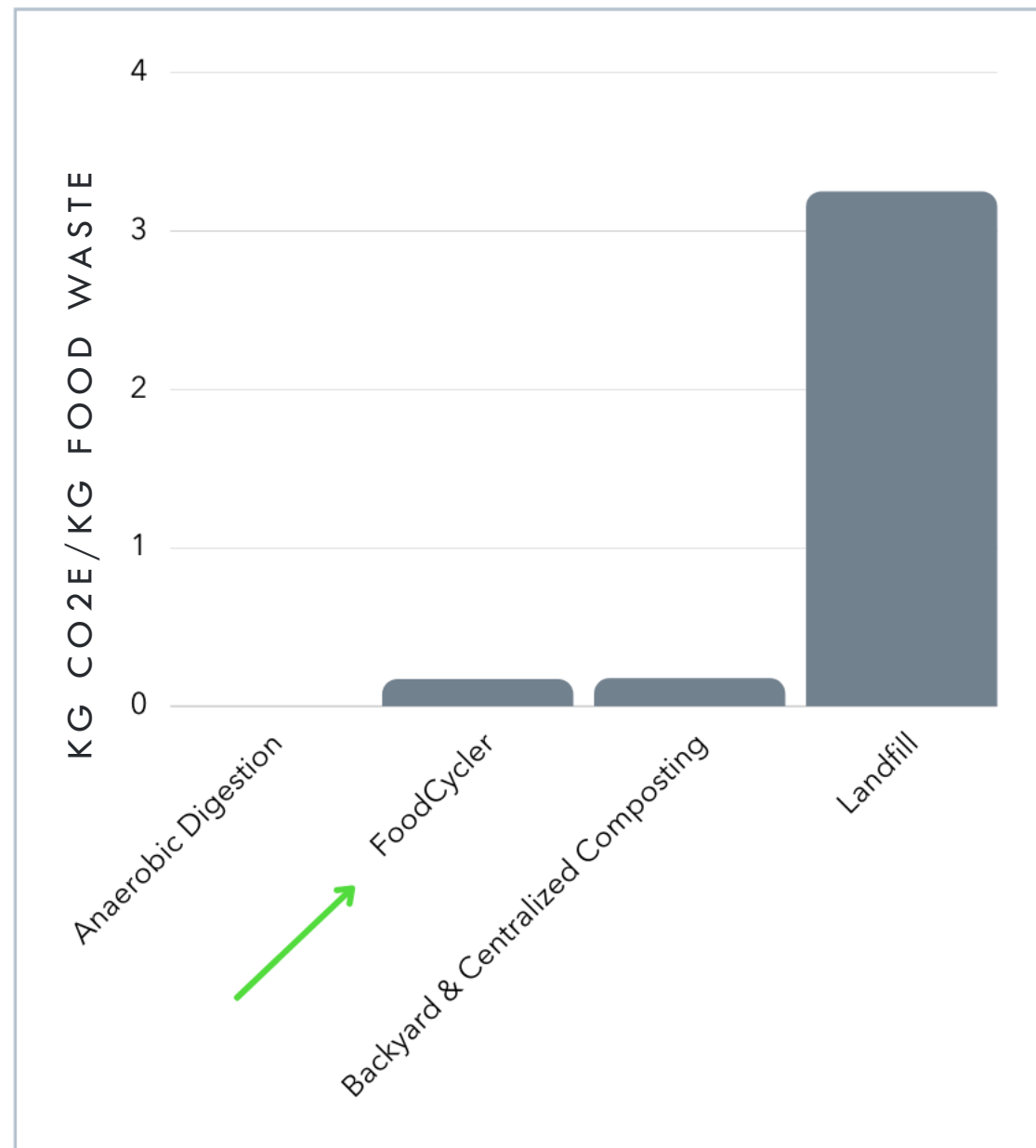
ENVIRONMENT

FOODCYCLER IS COMPARABLE TO:

- Central composting (with no transportation emissions)
- Backyard composting (if done correctly)
- **FoodCycler offers >95% reduction in CO2E vs. sending food waste to landfill**

Source: Based on carbon intensity of power grid = 0.08 kg/kWh in Ontario

**Incorrect backyard composting can lead to methane gases and odours



IMPACT

ECONOMIC

EXAMPLE OF
IMPACT ON
WASTE
MANAGEMENT
OPERATING
COSTS



* FoodCycler is a locked-in price not subject to wage increases, fuel surcharges or fee hikes



IMPACT

REGULATORY + SOCIAL PRESSURE

THE TIME IS NOW

- Constituents want **solutions** to reduce their environmental impact
- Waste is perceived as a government problem and **regulations** are coming
- Food waste is “low-hanging fruit” to achieving higher **diversion** and addressing the environmental impact of waste



Ministry of the Environment, Conservation, and Parks Food and Organic Waste Policy Statement:

| Person or entity | Target |
|--|--|
| a) Municipalities subject to policy 4.1 | 70% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2023 |
| b) Municipalities in Southern Ontario subject to policy 4.2i | 70% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2025 |
| c) Municipalities in Southern Ontario subject to policy 4.2ii | 50% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2025 |
| d) Municipalities in Northern Ontario subject to policy 4.3 | 50% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2025 |
| e) Multi-unit residential buildings subject to policy 4.10 | 50% waste reduction and resource recovery of food and organic waste generated at the building by 2025 |
| f) Industrial and commercial facilities subject to policy 4.14 | 70% waste reduction and resource recovery of food and organic waste generated in the facility by 2025 |

THE NELSON PILOTS



250 Households

Participated in the 2020 FoodCycler Pilot Programs.

25 tonnes

Approximately 25 tonnes of food waste were diverted over a 3-month period. Diversion continues to this day!



“WOULD YOU RECOMMEND
FOODCYCLER?”

83% Yes

<1% No.

5.5% - Undecided.

5.5% - Need more time.

5.5% - Other.



Average rating

FOOD WASTE CHALLENGE

IMPACT CANADA SEMI-FINALIST

Prizes

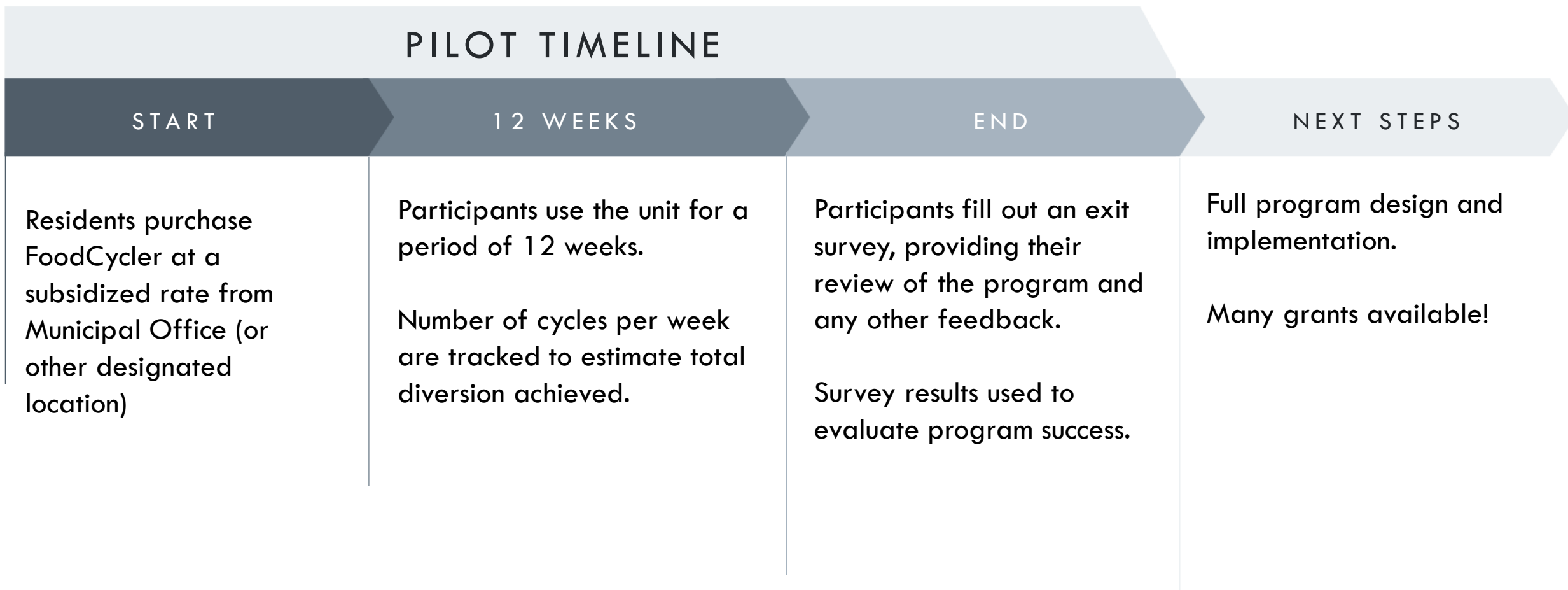
1. Semi-Finalists in Stage 1 received \$100,000
2. Semi-Finalists will move into Stage 2 and compete for a chance to be a Finalist and receive approximately \$400,000
3. Finalists will compete in Stage 3 to win one of two Grand Prizes of up to \$1,500,000

IN PARTNERSHIP WITH:



PILOT PROGRAM

12 WEEKS FROM START TO FINISH

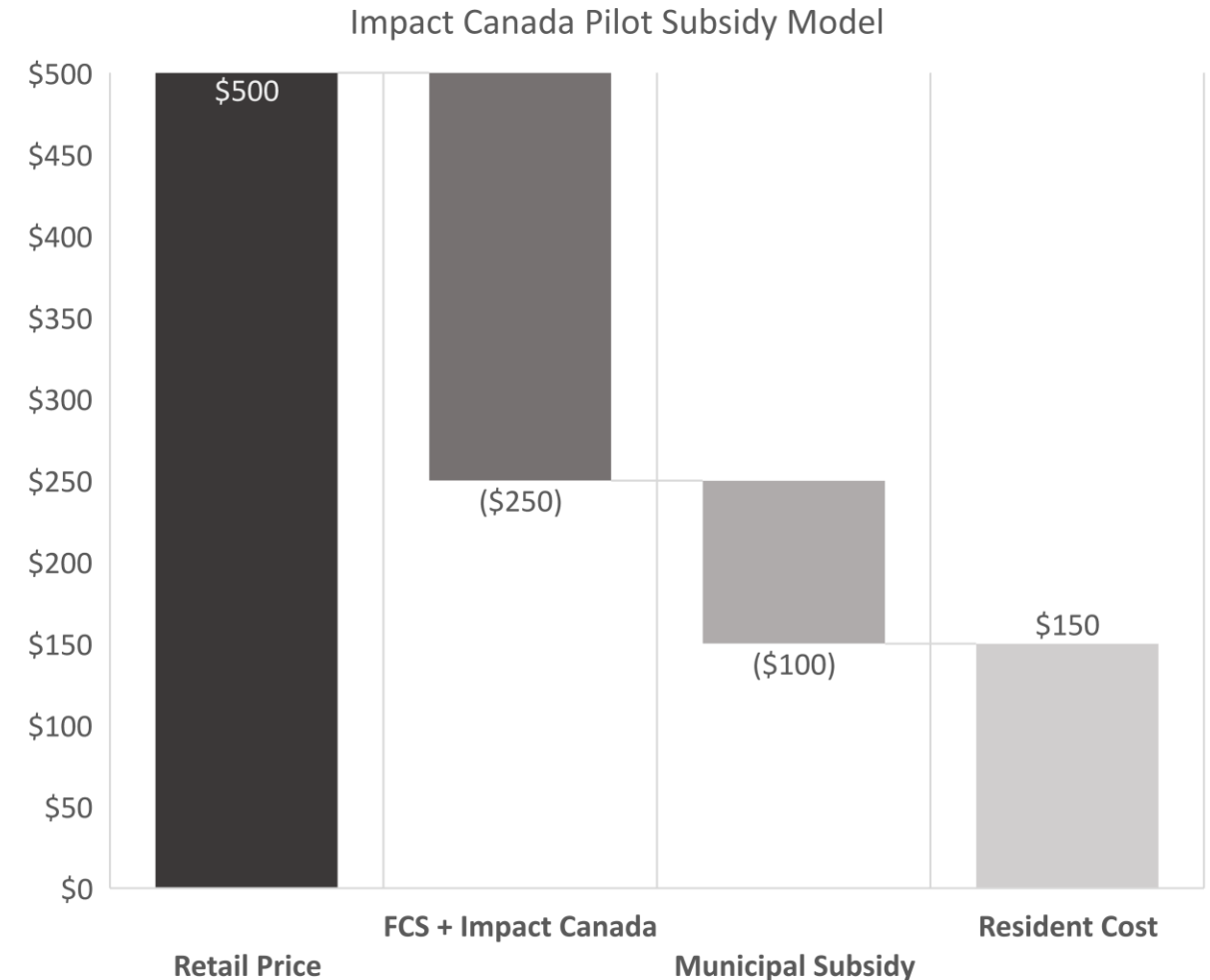


IMPACT CANADA - ROUND 3 OF FUNDED PILOTS LAUNCH Q1 2022

Program recommendations:

| Municipality Population | Pilot Scope | Municipal Investment |
|-------------------------|----------------|----------------------|
| 2500 – 10,000 residents | 100 households | \$12,500 |
| >10,000 residents | 250 households | \$30,000 |

- Includes shipping allowance
- Prices before applicable taxes



THANK YOU
ANY QUESTIONS?

Christina Zardo

Manager of Municipal Solutions
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Phone: 613-402-7999

Alex Hayman

Director of Strategy and Municipal Solutions
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TOWNSHIP OF SOUTH STORMONT
REGULAR MEETING MINUTES

THE EIGHTY-FIFTH MEETING
September 8, 2021

| | |
|-----------------|--|
| Council Present | Mayor Bryan McGillis Deputy Mayor David Smith Councillor Jennifer MacIsaac Councillor Cindy Woods |
| Council Regrets | Councillor Andrew Guindon |
| Staff Present | Debi LucasSwitzer, Chief Administrative Officer Kevin Amelotte, Director of Parks and Recreation Gilles Crepeau, Fire Chief Ross Gellately, Director of Public Works Loriann Harbers, Director of Corporate Services/Clerk Cindy Delgreco, Financial Analyst Ashley Sloan, Deputy Clerk Julie Stewart, Deputy Treasurer |

1. Call Meeting to Order / Opening Remarks

A regular meeting of Council commenced at 5:00 PM at the South Stormont Town Hall.

2. Confirmation of Agenda

3. Disclosure of Pecuniary Interest

- a. Deputy Mayor Smith - Municipal Grant Application from South Stormont Fun Raisers

Deputy Mayor Smith declared a potential conflict due to his involvement, being the President, of the South Stormont Fun Raisers.

4. Presentations

5. Public Meeting

6. Delegations

- a. Ontario Provincial Police

Members of the OPP were in attendance to provide an overview of the work of the OPP Mobile Crisis Response Team and the positive impacts realized by the initiative to support mental health throughout the communities in SD&G. The OPP is seeking a letter of support from Council to assist with a funding application to the Ministry of Health to ensure continued operation of the Mobile Crisis Response Team in the Community.

7. Adoption of Minutes

Resolution No. 219/2021

Moved by: Deputy Mayor Smith

Seconded by: Councillor MacIsaac

That the minutes of the August 10, 11 and 24, 2021 meetings be adopted as circulated.

CARRIED

8. Consent Items

Resolution No. 220/2021

Moved by: Councillor Woods

Seconded by: Deputy Mayor Smith

That all items under the Consent Items section of the Agenda be received and filed for information purposes.

CARRIED

- a. Raisin-South Nation Source Protection Committee: Annual Update Link
- b. Great Lakes St. Lawrence River Adaptive Management Committee
- c. Monthly Activity Summary–CAO
- d. Monthly Activity Summary-Director of Corporate Services/Clerk
- e. Monthly Activity Summary-Fire Chief
- f. Monthly Activity Summary-Director of Finance/Treasurer
- g. Monthly Activity Summary-Director of Planning/Building
- h. Monthly Activity Summary-Director of Parks and Recreation
- i. Monthly Activity Summary-Director of Public Works

9. Consideration of Items Requiring Discussion

10. Key Information Reports

- a. Notice - Procedural By-law
- b. Moulinette Island – Signage re: No Dumping and Access Bridges

11. Action Requests

- a. Municipal Grant Application from South Stormont Fun Raisers
Deputy Mayor Smith declared a potential conflict due to his involvement, being the President, of the South Stormont Fun Raisers.

Deputy Mayor Smith left the meeting while the discussion took place.

Resolution No. 221/2021

Moved by: Councillor MacIsaac

Seconded by: Councillor Woods

Whereas Council provides municipal funds to registered charities and public and private organizations for supporting community-based programs, projects, or events.

Now therefore be it resolved that Council approves a 2021 Municipal Grant in the amount of \$1,500 cash and \$500 in in-kind support for the South Stormont Fun Raisers.

CARRIED

Deputy Mayor Smith returned to the meeting.

- b. ICIP Green Stream Grant Application- Ingleside Distribution System Watermain Replacement and Upgrades

Resolution No. 222/2021

Moved by: Deputy Mayor Smith

Seconded by: Councillor Woods

That Council endorse the submission of the Ingleside Distribution Watermain Replacement and Upgrades for the Investing in Canada Infrastructure Program Green Stream Stage II application.

CARRIED

12. Committee / Council Member Reports

- a. Upper-Tier Report
- b. Cornwall Township Historical Society
- c. Lost Villages Historical Society
- d. Raisin Region Conservation Authority
- e. South Stormont Sports Hall of Fame
- f. Volunteer Appreciation Committee
- g. South Stormont / South Dundas Doctor Recruitment Committee

13. By-laws

- a. By-law No. 2021-067 Adopt Billing and Collection Policy

Resolution No. 223/2021

Moved by: Councillor MacIsaac

Seconded by: Deputy Mayor Smith

That By-law No. 2021-067, being a by-law to amend By-law No. 2017-046 adopting an updated Billing and Collection Policy, be read and passed in open Council signed and sealed this 8th day of September, 2021.

CARRIED

14. Motions and Notices of Motions

15. New Business

16. Closed Meeting

Resolution No. 224/2021

Moved by: Councillor MacIsaac

Seconded by: Councillor Woods

That Council, as provided in Section 239 (2) of the *Municipal Act*, 2001 move into a closed meeting at 6:04 PM to address a matter pertaining to the security of the property of the municipality, a proposed or pending acquisition or disposition of land and advice that is subject to solicitor-client privilege, specifically: Landfill; and personal matters about an identifiable individual and labour relations and employee negotiations; specifically: Employee.

CARRIED

Resolution No. 225/2021

Moved by: Deputy Mayor Smith
Seconded by: Councillor MacIsaac

That Council rise from the closed meeting at 7:03 PM and report.

CARRIED

Resolution No. 226/2021

Moved by: Councillor Woods
Seconded by: Deputy Mayor Smith

That the Confidential Reports, concerning Landfill and Employee related matters be received for information.

CARRIED

17. Ratification By-Law

Resolution No. 227/2021

Moved by: Councillor MacIsaac
Seconded by: Deputy Mayor Smith

That By-law No. 2021-068 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in open Council, signed and sealed this 8th day of September, 2021.

CARRIED

18. Adjournment by Resolution

Resolution No. 228/2021

Moved by: Councillor Woods
Seconded by: Councillor MacIsaac

That Council adjourn this meeting at 7:03 PM and return to the call of the chair.

Mayor

Clerk



To: Council
From: Ross Gellately, Director of Public Works
Date of Meeting: September 22, 2021
Subject: Asset Management Program Update

Background:

Asset management regulation ([O.Reg. 588/17](#)) requires all municipalities have an asset management plan. The next milestone requires every municipality to prepare an asset management plan in respect of its core municipal infrastructure assets on or before July 1, 2022.

Discussion:

The proposed timeline roadmap for the development of the Asset Management Plan (AM Plan) for our core assets is updated. A copy of the updated roadmap is enclosed with this report.

- Asset inventory update: we are on track in updating our asset inventory.
- LoS documentation: we requested action to approve defined LoS and their targets.
- Risk management: we started developing a framework to evaluate risk (criteria for determining probability and consequence of failure) following the principles of ISO 31000.

As the Township is now undertaking a strategic update to its AM Plan, it is seeking the services of qualified respondents to undertake key activities and provide technical expertise and to support components of the plan update in regard to road assets. A Request for Quotation (RFQ) for the assessment of municipal road assets was issued on Tuesday August 23rd, 2021 and closed on September 15th with 4 proposals received.

Next Steps:

- Document and track current performance of approved Customer and Technical LoS.
- Continue working on the risk management framework.
- Explorer different AM solutions to support development of AM Plan (Lifecycle management, risk management, and financial strategy) - ONGOING.

Prepared by:

Mohammed Alsharqawi, Asset Management Program Coordinator

Development of the AM Plan for Core Assets Timeline

| | Q3/2021 | | | | | | | | | Q4/2021 | | | | | | | | | Q1/2022 | | | | | | | | | Q2/2022 | | | | | | | | |
|---|---------|--|--|-----|--|--|-----|--|--|---------|--|--|-----|--|--|-----|--|--|---------|--|--|-----|--|--|-----|--|--|---------|--|--|-----|--|--|-----|--|--|
| | Jul | | | Aug | | | Sep | | | Oct | | | Nov | | | Dec | | | Jan | | | Feb | | | Mar | | | Apr | | | May | | | Jun | | |
| 1. Asset Inventory Update | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Levels of Service Documentation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Future Demand | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Lifecycle Management | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Risk Management | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. Financial Summary | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Submission & Approval of AMP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div> <div></div>Planned <div></div>Actual </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



To: Council
From: Loriann Harbers, Director of Corporate Services/Clerk
Date of Meeting: September 22, 2021
Subject: National Day for Truth and Reconciliation

Recommendation:

WHEREAS the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;
AND WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;
AND WHEREAS all Canadians and all orders of government have a role to play in reconciliation;
AND WHEREAS Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;
AND WHEREAS the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;
THEREFORE, BE IT RESOLVED THAT the Council of the Township of South Stormont does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation by sharing the stories of residential school survivors, their families, and communities.

Background:

Recent discoveries of remains and unmarked graves across Western Canada have led to increased calls for all levels of government to immediately address the recommendations in the Truth and Reconciliation Commission's (TRC) Calls to Action.

All Canadians and all orders of government have a role to play in reconciliation. The TRC's 94 Calls to Action are addressed primarily to the federal, provincial, and territorial governments but also to municipal governments, the corporate sector, and the broader Canadian society. They cover a wide range of government responsibilities including child welfare, education, language and culture, health, justice, commemoration, museums and archives, training for public servants, and a few specific initiatives related to reconciliation.

AMO has prepared two resource papers to assist municipal councils' efforts to support Truth and Reconciliation.

The first resource paper provides an overview of the [Truth and Reconciliation Commission's \(TRC's\) Calls to Action](#) that municipal governments can address themselves.

The second resource paper provides ideas and options for [what municipal leaders, councils can do to better support and engage Indigenous residents and neighbours at this time](#).

Options:

1. That Council recognizes September 30, 2021 as a National Day for Truth and Reconciliation.

Financial Impact:

There is no financial impact to the municipality.

As Council is aware, the final tax due date is scheduled for September, however as the office will be closed in recognition of National Day for Truth and Reconciliation, the remittance deadline will be delayed by one day.

Risk and Asset Management Considerations:

There is no risk to the municipality.

Others Consulted:

Council



To: Council
From: Loriann Harbers, Director of Corporate Services/Clerk
Date of Meeting: September 22, 2021
Subject: Support for OPP Mobile Crisis Response Team

Recommendation:

That Council of the Township of South Stormont supports the SD&G Ontario Provincial Police in their request to the Ministry of Health to provide stable base funding for their Mobile Crisis Response Team, ensuring program stability, continuance and enhancement to aid and support the mental health for our community.

Executive Summary:

This report recommends that Council pass a motion to endorse and support the collaboration between the Ontario Provincial Police and the Cornwall Community Hospital for their Mobile Crisis Response Team.

Background:

At the September 8, 2021 Council meeting, members of the OPP were in attendance to provide Council with an overview of the collaboration between the Ontario Provincial Police and the Cornwall Community Hospital for their Mobile Crisis Response Team (MCRT) and the positive impacts realized by the initiative to support mental health throughout the communities in SD&G. During the presentation (copy attached) the OPP sought Council's endorsement and support of the program to assist with a funding application to the Ministry of Health to ensure continued operation of the Mobile Crisis Response Team in the Community.

Over a year ago, the SD&G OPP formed partnership with the Cornwall Community Hospital with a goal of improving crisis response services by partnering a nurse with an OPP officer. The goal of the partnership was to increase their ability to respond to complex mental health situations and increase community access to crisis services. Currently the program consists of one full time Registered Nurse and two part time social workers, providing coverage seven days a week.

Since the program has been implemented, numerous community benefits have been realized, including the reduction of apprehensions, decline in hospital wait times, and an overall reduction of health care/policing costs.

Alignment with Community Strategic Plan:

Goal 5: Strong Community

Objective 5.1: Regional Alliances and Objective 5.5: Health and Education

Risk and Asset Management Considerations:

There are no risks foreseen in adopting the resolution.

Options:

1. That Council pass a motion in support of the Mobile Crisis Response Team.
 2. That Council not support the request.
-

Financial Impact:

There are no direct financial implications for the Township of South Stormont.

Others Consulted:

Council

Prepared by: Ashley Sloan, Deputy Clerk



ONTARIO PROVINCIAL POLICE

Mobile Crisis Response Team

Police-Mental Health Collaborative Response Models

What is it

- It is a partnership between Police and a mental health service provider.
- The SDG OPP formed unique Partnership with Cornwall Community Hospital a little over a year ago to improve crisis response services for residents of SD&G by partnering a Mental Health Nurse (MHN) with a OPP officer. The goals were to increase our ability to respond to complex mental health situations, and to increase access to crisis services across the Counties
- This initiative was generously funded by the United Counties of SD&G.



Goal: Connecting Community Members with Mental Health Services at First Contact with Police

- MCRT RN assesses clients experiencing mental illness at the first point of contact with police (Community base assessment)
- RN seeks to resolve situation, make connections and referrals to community partners and follow up as needed.
- If needed the MCRT accompanies the client to the emergency department when apprehended under the Mental Health Act to share assessment, recommendations and liaise with physician and nurses in order to increase client outcomes and reduce overall wait times.



Community Benefits

- Immediately connecting persons suffering from a mental health crisis with services.
- Decrease the number of repeat interactions with persons suffering from mental health challenges
- Increased understanding, reduce stigmatization.
- Reduce overall contacts persons suffering mental health challenges have with the courts and justice system.
- Reduced police wait times in Emergency department
- Reduced officer compassion fatigue
- Potential to support officer wellness by providing system navigation



Community Benefits

- Diversion from busy, costly emergency departments
- Reduction of health care costs
- Increase capacity for community mental health and addictions to serve populations
- Shared data projects for systemic change, funding and evaluation
- Collaboration for positive change
- Patient centered approach which not only supports the client, but their family as well.



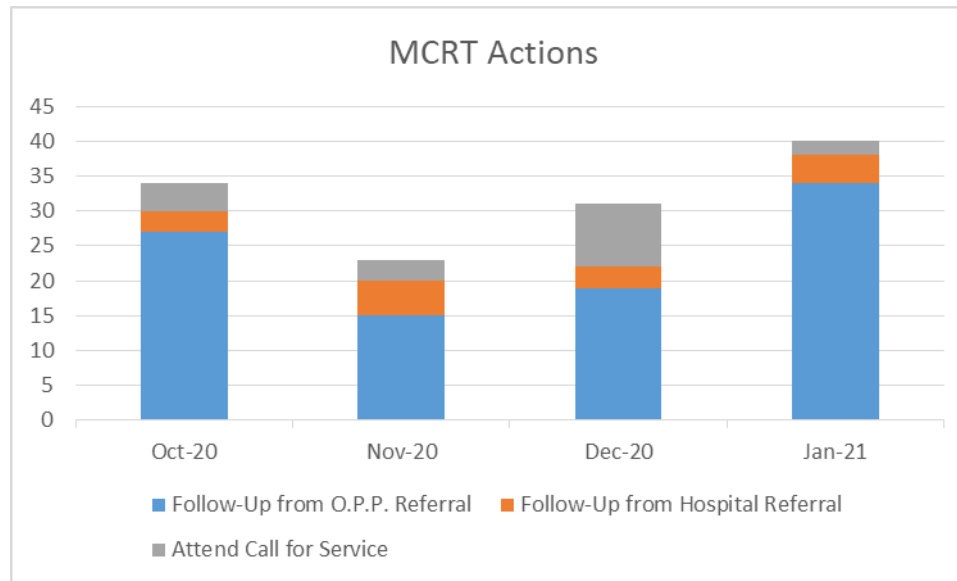
Sharing a Local Success Story



Where we are now and where to we want to be

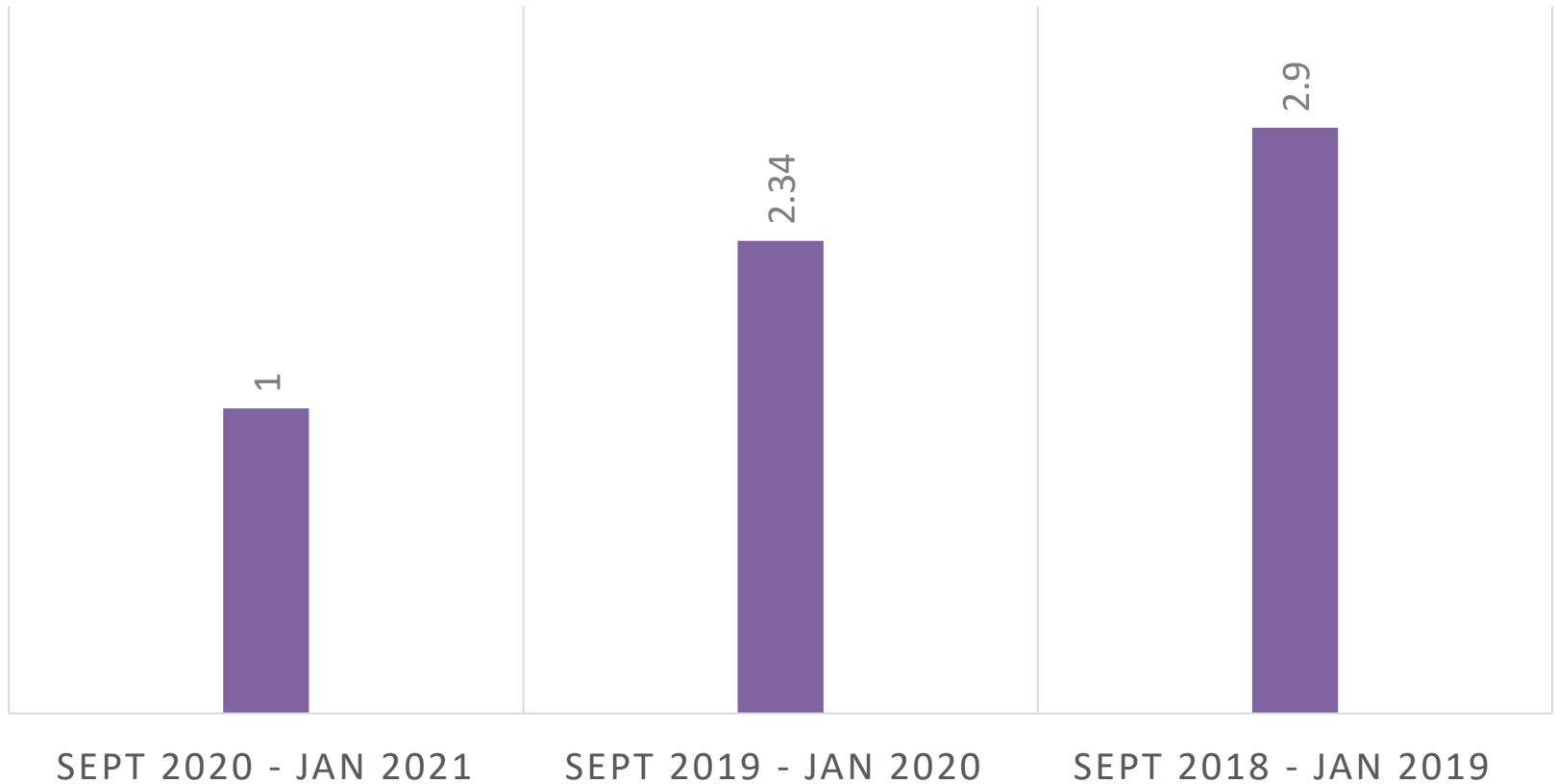
- After two years of work we launched the MCRT program with one full-time mental health nurse providing service Monday to Friday
- Currently we have one full-time RN and two part-time social workers and we provide coverage seven days a week.
- Working on getting stable base funding from the Ministry of Health to maintain the status quo

MCRT work load



Savings

HOSPITAL WAIT TIMES (HOURS)



Statistics

- Involuntary apprehensions are DOWN 42.5%
- Diversions are UP 45.3%
- Wait times are down an average of over an hour and a half and are continuing to decline.

Savings

- Using only 1 ER Dr. consult, Psych consult, 1 nurse and 2 constables.
- 2.5 hours = \$732.78 x the average number of apprehensions (voluntary + involuntary) we had in 2016-2019 (225.5).
- = (Yearly cost of apprehensions) **(A) \$187 225.29**
- For 1 hour (inception of MCRT) using only 1 ER Dr. consult, 1 Psych consult, 1 hospital nurse, 1MCRT nurse and 1 constable.
- 1 hour = \$504.71 x the number of apprehensions (voluntary + involuntary) we had in 2020 (181)
- = (2020 cost of apprehensions) **(B) \$ 90 352.51**
- We show the reduction of apprehensions (voluntary + involuntary) between the average we had in 2016-2019 vs. 2020 (inception of MCRT) = 45 or 20% reduction.
-
- To demonstrate the savings: i) A-B for the change in wait times ii) C x \$504.71 for the reduction in total apprehensions iii) (A-B) + (C x 504.71) = total savings.
- **\$119 584.73**

Conclusion and Recommendation

Across the Province, Mental Health is noted to be the number one priority risk factor across communities surveyed – and the MCRT Model has been proven to work in SD&G.

The savings in time, dollars and other resources is significant and the program allows those resources to be deployed elsewhere which benefits all of us.

Our County residents, our families and our friends deserve the best response and care when they are in times of crisis, which speaks to the continued need for a Mobile Crisis Response Team in our Community.



Thank You





To: Council
From: Debi LucasSwitzer
Date of Meeting: September 22, 2021
Subject: Adopt Human Resources Policies

Recommendation:

That Council receive and adopt the following Human Resource Policies:

- Employment Equity and Diversity;
- Recruitment; and
- Continuing Education, Professional Development and Education Assistance.

Executive Summary:

The Township has been reviewing and revising assorted Human Resources policies over several months to ensure compliance with legislation and to improve policies in order to support stronger and current Human Resources practices. Many of the policies proposed for consideration were identified in recent Pay Equity, Job Description, Compensation and Service Delivery Review projects as needing updating.

Attached to this report are three (3) policies which have created or reviewed. Each of the policies proposed were reviewed with Pesce and Associates.

Background:

In the last few weeks, the CAO has presented Council with the steps required in order for the Township to reach Employer of Choice Status.

Much like the studies and strategies for development and maintenance of physical assets, the municipality is responsible for the human resources assets which are critical to the Township's ability to deliver its services. Through the course of work done in 2020 related to Pay Equity, Compensation, Human Resources Policy Review and Service Delivery Review, it has been identified that the Township has a number of outdated policies and processes related to Human Resources. In Step 2 of the elements of the Employer of Choice status, the Township is responsible to develop policies to support the Township's Corporate Principles and Values outlined in the Township's Strategic Plan. As a result, the following policies are currently being added or reviewed:

- Employment Equity and Diversity Policy (new)

- Recruitment Policy (updated from the consolidated Human Resources Policy)
- Continuing Education, Professional Development and Education Assistance Policy (updated from the consolidated Human Resources Policy)

Employment Equity and Diversity Policy

This policy outlines the Township's commitment to creating a workplace that is equitable, diverse, inclusive, respectful and protects the human rights of all employees. As an organization, the Township is required to foster a work environment that respects the dignity, ideas and beliefs of all, thereby ensuring equity and diversity in employment, delivery of goods and services, and facilities to the public and administration of contracts as defined by the human rights legislation. The policy also outlines the Township's commitment to promote equity, diversity and inclusion by supporting employment equity, embracing workforce diversity, valuing diversity of perspective, reinforcing a culture of inclusion and respecting stakeholder diversity.

Recruitment Policy

The Township of South Stormont is committed to transparent and merit-based selection in all of its hiring decisions. All applicants are given an equal opportunity for employment in compliance with the provisions in the *Ontario Human Rights Code*, the *Accessibility for Ontarians with Disabilities Act* and any other applicable legislation. The policy outlines the ways in which recruitment and selection processes are handled and how it affects the Township's image as an Employer and, in turn, its ability to attract qualified people. Recruitment is a two-way process aimed at satisfying the Township's strategic staffing requirements and attracting potential candidates who want to join the organization. This policy applies to all Township employees at all work locations.

A few updates were made to the policy originally presented at the August 24th Special Meeting. These updates include, the addition of the selection criteria, the ability for the Succession Planning Policy to supersede this policy in circumstances of hiring for key positions and the ability to hire a candidate not meeting the minimum criteria in the case where staff is unable to find a candidate who meets the minimum criteria.

Continuing Education, Professional Development and Education Assistance

This policy outlines the Township's commitment to supporting employees in professional development through job or corporate related educational courses, conferences, and seminars. Educational assistance for continuing education and employee professional development will be subject to budgetary limitations and in accordance with established procedures. This policy outlines the procedures for the Township to support employees in their pursuit of educational opportunities and professional development, for the purpose of enhancing

current job performance, or career advancement with the Township. In addition, this policy outlines processes for membership feed, professional designations, licenses and attendance at professional development events.

Alignment with Community Strategic Plan:

Goal 1: Corporate Capacity

Objective 1.3: Human Resources

Policies and changes proposed in this report were among recommendations made in the Service Delivery Review and were identified as being weak or in need of updating based on legislation during the Pay Equity, Job Description, Compensation work undertaken in 2020.

Options:

1. That Council receive and adopt the policies presented in this report. This is the recommended option.
2. That Council receive and adopt one or more of the policies presented in this report.
3. That Council not receive and adopt the policies as presented in this report.
4. Other.

Financial Impact:

There are no financial impacts as a result of adopting these policies.

Others Consulted:

Directors, Pesce and Associates

Submitted By:

Shelby Martel, Human Resources Coordinator/Executive Assistant



TOWNSHIP OF SOUTH STORMONT

Title: Employment Equity, Diversity and Inclusion

Policy Category: Human Resources - Employment

Effective Date: September 22, 2021

Policy Statement

The Township of South Stormont is committed to creating a workplace that is equitable, diverse, inclusive, respectful and protects the human rights of all employees. The Township will foster a work environment that respects the dignity, ideas and beliefs of all, thereby ensuring equity and diversity in employment, delivery of goods and services, and facilities to the public and administration of contracts as defined by the human rights legislation.

Purpose

This policy is established to create a working environment that supports the values relating to employment equity, diversity and inclusion.

Scope

This policy applies to all Township of South Stormont employees (including but not limited to full-time, part-time, students, volunteers, interns), contractors and consultants at all work locations.

Objectives

- To communicate the Township's commitment to a diverse workforce where the skills, experience, and perspectives of all are recognized.
- To promote behaviours and actions that support equity, diversity and inclusion throughout the organization.

Policy

The Township of South Stormont is committed to creating an inclusive culture in which employee differences and perspectives are recognized and valued. The Township believes that in bringing together individuals from diverse backgrounds and giving each person the opportunity to contribute their skills, experience and perspectives, the organization will deliver the best results.

The Township of South Stormont will promote equity, diversity and inclusion as follows:

- Supporting Employment Equity: Ensuring no person is denied employment opportunities or benefits for reason unrelated to ability and removing any obstacles that may hinder constructive employee-employer relations.
- Embracing Workforce Diversity: Respecting the age, gender, ethnicity, national origin, sexual orientation, disability, gender expression/identity, education, religion etc. of all employees.
- Valuing Diversity of Perspective: Leveraging the diverse thinking, skills, experience, expertise and perspectives of all employees.
- Reinforcing a Culture of Inclusion: Promoting the active participation of all employees and understanding that a mix of different backgrounds and identities is an asset to a heterogeneous customer base.
- Respecting Stakeholder Diversity: Developing strong and sustainable relationships with diverse shareholders, communities, employees, government, partners, and clients.

The Township of South Stormont will utilize the following practices to promote equity, diversity and inclusion:

Shared Accountability and Responsibility:

- Using fairness, transparency, respect, courtesy and collaboration, we will build bridges, expand knowledge, become innovative and increase the capabilities of the organization.
- All employees are held accountable and responsible to uphold the values of the Township and achieve the organization's goals in a mutually respectful environment.
- We will achieve the goals of the organization through the active participation of all employees at all levels.
- The leadership team through their behaviours and actions will demonstrate a commitment to fostering a workplace where people feel included, valued, and able to contribute their best.

Township of South Stormont commits to achieving equity, diversity and inclusion by:

- Striving to understand and mitigate the systemic barriers or obstacles experienced by team members who belong to minority groups.
- Developing and implementing goals, policies, competencies and special initiatives to promote inclusion, diversity and equity.

- Forging a culture of inclusion that is welcoming, respectful, accessible, and does not tolerate stigma, harassment or discrimination.
- Complying with existing federal, provincial and Township legislative requirements.
- Tracking and regularly evaluating the effectiveness of the initiatives that are undertaken, ensuring the outcomes are communicated.
- Building strong community relationships to enhance access to services and promote understanding of the law to overcome prejudice and bias.

Monitoring and Compliance

All parties are required to comply this policy. In cases of policy violation, the Township may investigate and determine appropriate corrective measures.

Authority and Related Policies

Human Rights, Recruitment and Codes of Conduct

Definitions


Equity: Treating individuals and groups fairly, not necessarily equally or the same; recognizing that there are no barriers to employment, participation, access and inclusion in the workplace. The principle of equity acknowledges that systemic barriers exist, and action is needed to address historical imbalances.

Diversity: The recognition that we are all unique and bring with us varied experiences, perspectives, and approaches to the workplace

Inclusion: Intentionally creating a sense of belonging where all employees are recognized and valued for their uniqueness; and collectively promoting a work environment where individuals can be authentic selves.

Contact

For more information on this policy, contact: Chief Administrative Officer

| | |
|---|---|
|  | TOWNSHIP OF SOUTH STORMONT |
| | Title: Recruitment |
| | Policy Category: Human Resources - Employment |
| | Effective Date: September 22, 2021 |

Policy Statement

The Township of South Stormont is committed to transparent and merit-based selection in all of its hiring decisions. All applicants are given an equal opportunity for employment in compliance with the provisions in the *Ontario Human Rights Code*, the *Accessibility for Ontarians with Disabilities Act* and any other applicable legislation.

Purpose

The Township of South Stormont seeks to recruit, select and retain the best qualified employees in order to provide effective and efficient services to the public.

The ways in which recruitment and selection processes are handled affects the Township's image as an Employer and, in turn, its ability to attract qualified people. Recruitment is a two-way process aimed at satisfying the Township's strategic staffing requirements and attracting potential candidates who want to join the organization.

Human Resources ensures the integrity and consistency of the recruitment and selection process and the fair and equal treatment of all candidates by overseeing the process. These processes reflect good Human Resource practices which include:

- Ensuring fair and equitable treatment of candidates, free from conflict of interest.
- Ensuring the confidentiality of candidates' information during recruitment and selection.
- Assessing candidates against the selection criteria for the role and the strategic direction for the organization.
- Providing evidence of the required capabilities and competencies (e.g. knowledge, skill and ability).
- Ensuring processes are in accordance with Township's policies and collective agreements.
- Ensuring timely, effective and cost-efficient use of resources.

Scope

This policy applies to all Township of South Stormont employees (including but not limited to full-time, part-time, students, volunteers, interns) at all work locations.

Objectives

- To help create a diverse and qualified talent pool to support the Township's current and future business needs.
- To create effective recruitment, selection and promotion practices to optimize the efficiency of human resources.

Policy

The Township of South Stormont will initiate the recruitment process through an assessment of the hiring needs to determine where vacancies exist.

Application

- **Merit** – All selections, appointments, and promotions shall be based on considerations of merit, and ability to perform effectively in a position. Hiring decisions will be free of nepotism.
- **Objectivity** – Selection criteria shall be developed in an objective and non-discriminatory manner and must be based on bona fide job-related requirements. This includes:
 - Skills: reflect a candidate's competence of a specific physical or intellectual task and core competencies as defined by the hiring department.
 - Abilities: the application of knowledge or skills to the performance of any related task.
 - Education: formal and informal, including equivalencies
 - Experience: minimum experience required to perform the job. Should be expressed in a specific timeframe.
 - Qualifications, Designations, Certifications and Licences: mandatory overall requirements, including certifications and professional designations.
 - Seniority: may also be used as part of the selection criteria for unionized positions at certain levels as outlined in the appropriate collective agreement.

- **Consistency** – Selection systems and procedures will ensure that all candidates are treated in a fair and consistent manner.
- **Equal Opportunity** - All Township recruitment practices and procedures will comply with the *Ontario Human Rights Code*. All internal candidates and external candidates receive equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.
- **Accessibility** - All Township recruitment practices and procedures must comply with the AODA requirements for developing, implementing and enforcing accessibility standards for internal candidates and external candidates who may have a disability. This includes identifying and removing any barriers that may exist for persons with disabilities to apply for Township of South Stormont positions; and if qualified, to participate in the interview process.

Procedures

Job Postings

- The Township of South Stormont will ensure the consistency and relevancy of the information contained in each position posting and that the posting is in accordance with approved job descriptions, applicable collective agreements and Township policies.
- A job description must be available prior to a position being advertised. All job descriptions should be reviewed and re-evaluated for each hiring process.
- Human Resources will prepare and distribute job postings to the Township website and appropriate bulletin boards in accordance with Township policies and applicable collective agreements. Advertisements may also be placed in newspapers, publications, or on websites that best target the appropriate group of candidates. Outside recruitment consultants may be used with approval from the CAO.
- Human Resources will post all new positions internally as well as externally, unless otherwise determined by the CAO.
- For part time or seasonal positions, Directors may rehire previous employees without a competition, on approval of the CAO.
- The Township of South Stormont will post temporary positions wherever and whenever possible to the general public. However, to cover emergency

situations, temporary employees shall be hired as needed by the appropriate Director.

- The hiring of temporary employees for vacation relief and other foreseeable situations requires the prior approval of the CAO.
- Internal job postings are intended to enable Township employees the opportunity to apply and be considered for new employment opportunities within the organization and to promote employees whenever possible.
- Postings will include information about the availability of accommodations for individuals with a disability.
- All vacant positions or openings to be filled are to be posted at the Township Office, Municipal Garage, Long Sault Arena and any other location deemed appropriate.

Application Process

- Employees are encouraged to apply for posted positions to realize their potential and achieve their career objectives.
- Internal applicants must meet the minimum qualifications or have shown to be actively working towards completing the minimum qualifications required to be considered for an interview.
- Internal applicants will remain subject to the normal hiring processes, including interviews, etc.
- Township of South Stormont requires that all applicants provide a resume for the consideration of employment.
- The Fire Department may require a separate application to be completed as part for the application process.
- The Director along with Human Resources, will review all resumes and interview the most qualified candidates based on the selection criteria outlined in this policy.

Interviews

- All interviews will be conducted by an interview panel consisting of a minimum of two persons from the hiring department, one of which is the hiring Director. Human Resources should participate in the interviews as a member of the panel. The role of interview panel participants is to provide advice and comments to the Director authorized to hire for the position.
- Upon the completion of all scheduled interviews, the results shall be reviewed with the CAO and a hiring decision will be made.

- The format of all interviews will be similar, in order that each candidate be given fair treatment, and to facilitate the decision-making process. Each interviewer should record information that is communicated during the interview.
- Applicants selected for an interview may be asked to complete an employment test or written assignment.
- All employment tests administered will be validated and related to the specific job duties and functions. Tests shall be administered fairly and consistently and will comply with the *Human Rights Code* and other statutory provisions. Human Resources will work with the hiring department to ensure consistency of testing across the organization.

Selection Process

- The Township of South Stormont will endeavor to select from among the applicants, the candidate that meets the criteria of the position.
- In the instance that the position to be filled is a key position and a high potential employee has been identified, the processes identified in the Succession Planning Policy may supersede the recruitment process.
- The following criteria must be considered in selecting candidates for an interview:
 - Skills: reflect the candidate's competence of a specific physical or intellectual task and core competencies as defined by the hiring department.
 - Abilities: the application of knowledge or skills to the performance of any related task.
 - Education: formal and informal, including equivalencies
 - Experience: minimum experience required to perform the job. Should be expressed in a specific timeframe.
 - Qualifications, Designations, Certifications and Licences: mandatory overall requirements, including certifications and professional designations.
 - Seniority: may also be used as part of the selection criteria for unionized positions at certain levels as outlined in the appropriate collective agreement.
- If the hiring department is unable to find a candidate who meets the minimum criteria, the Township may, at the discretion of the CAO, hire a candidate not meeting the minimum criteria to be compensated at a lesser rate.
- The hiring department is responsible for selecting the appropriate candidate and shall provide Human Resources with all interview materials (interview questions, reference check notes files, rating forms etc.). Human Resources will retain all information according to the Township's Records Management

Policy.

- The authority to award positions is as follows:

| Position to be filled | Authority to Award |
|------------------------------|--|
| Chief Administrative Officer | Council |
| Director | Chief Administrative Officer |
| All other positions | Director in consultation with the Chief Administrative Officer |

Reference Checking

- The hiring Director or in some situations Human Resources will contact references for all external candidates being interviewed for the position. This will be performed via telephone or email, using a standard reference checking form and process. A minimum of three reference checks will be made on each external candidate prior to confirmation of employment, preferably one reference being the candidate's direct supervisor from previous/current employment.
- For internal candidates, the hiring Director or Human Resources will review their personnel records, including the most recent performance appraisal, as well as comments of previous supervisors within the municipality and supply pertinent information to the hiring department. Reference checking may be completed for internal applicants depending upon the length of service with the municipality and the similarity of position that they hold versus the position they have applied for.

Notification to Candidates

- Candidates who were not successful for positions are to be notified as soon as reasonably possible.

Conflict of Interest

- The Township of South Stormont does not prohibit the hiring of an immediate family member of either Council or staff.
- Applications shall be accepted from an employee's immediate family for employment if the candidate has all the qualifications required. A member of the applicant's family may not be involved in the hiring process to ensure objectivity and fair hiring practices.

- No member of Council, Director or staff member will have direct supervision over work performed by a member of their immediate family.
- Prior to the start of the hiring process, the Township must be notified by the applicant that they are an immediate family of either Council or staff.

Offers of Employment

- Offers of employment may be conditional on satisfactory criminal reference check, driver's abstract, or other documentation as may be determined by the Director and CAO.
- In consultation with the CAO, all offers of employment shall be confirmed in writing which shall include the position title, starting date, duration, salary, benefits and any other relevant facts and policies concerning the position.
- Offers of employment will advise the successful candidate that accommodation due to a disability is available upon request.
- New employees must sign a copy of the offer letter indicating their acceptance of the offer prior to commencing employment.
- Falsification or misrepresentation of qualifications or personal conditions on any Township form, applicant resume, during an interview or in the acceptance letter is cause for immediate dismissal.

Unless the CAO authorizes otherwise, unsuccessful applications or resumes will be kept in accordance with the Records Management Policy, Schedule of Retention Period.

Monitoring and Compliance


All parties are required to comply with the procedures outlined in this policy. In cases of policy violation, the Township may investigate and determine appropriate corrective.

Authority and Related Policies

Human Rights, Conflict of Interest, Employee Code of Conduct, Employment Equity and Diversity and Orientation

Contact

For more information on this policy, contact: Chief Administrative Officer

| | |
|---|--|
|  | TOWNSHIP OF SOUTH STORMONT |
| | Title: Continuing Education, Professional Development and Assistance |
| | Policy Category: Employment |
| | Effective Date: September 22, 2021 |

Policy Statement

The Township of South Stormont is committed to supporting employees in professional development through job or corporate related educational courses, conferences and seminars. Educational assistance for continuing education and employee professional development will be subject to budgetary limitations and in accordance with established procedures.

Purpose

This policy is established to support employees in their pursuit of educational opportunities and professional development, for the purpose of enhancing current job performance, or career advancement with the Township.

Scope

This policy applies to all permanent full-time employees of the Township of South Stormont, except employees on probation unless such training is mandatory for the employee(s) work.

Objectives

- To support employee training and development to ensure employees acquire or maintain necessary skills and job qualifications.
- To provide opportunities for employees to add and improve their skills to support future advancement with the Township.

Policy

The Township of South Stormont will assist employees in the development of their skills, knowledge, and qualifications and/or to expand their potential for assuming increased responsibilities. The Township also recognizes the need for, and the benefits that accrue from, memberships in relevant organizations and from effective training and development programs. These benefits include raising performance levels of individual employees and improving the general quality of service delivered by municipal employees.

The Township will promote the training and development of employees as follows:

- Directors will establish a budget for their employees' training and development based on the Township's needs and employee's career path needs, including any special requirements to accommodate the needs of an employee with a disability.
 - Directors will review with individual employees their training and development needs during their regular performance / coaching meetings.
 - Directors will provide the CAO annually a memorandum outlining the Department's request (listing employees and their anticipated training and development needs).
- The CAO provides final authorization for Department training and development requests.
- Upon such recommendation, Council will, through the budget process, approve monies for continuing education and memberships for employees.

Eligibility for Training/Continuing Education

- An employee must successfully complete their probationary period before consideration will be given by the Director to approve their attendance at any continuing education course. In extenuating circumstances if such training or continuing education is a mandatory position requirement advance registration approval from the CAO is required.
- A non-management employee will be eligible for continuing education as approved through the annual budget and in accordance with this Policy. Should the employee's Director deem a training opportunity relevant to the employee's position, their advancement or promotional opportunities at the Township, consideration will be given to additional continuing education funding provided that:
 - a) The employee and Director review the course outline and material to ensure that the course is directly related to the employee's work and/or the advancement of the employee at the Township.
 - b) The Director makes a recommendation to the CAO and the CAO reviews the application and takes the following into consideration:
 - Corporate and Department needs related to skills and knowledge
 - Employee career path
 - Financial obligations regarding the continuing education opportunity
 - Annual Department workplan and the effect of any employee absences

Training Courses

- An employee attending an education or training course or portions thereof for which the Township pays the total gross cost, including salary, is not entitled to receive any additional time-off in lieu or payment thereof.
- Except for legislated mandatory training, all courses shall be completed on the employee's personal time, unless otherwise approved by the Director and CAO.
- If not pre-paid by the Township, and as applicable, the employee shall be reimbursed, upon supplying the Director and the Finance Department with satisfactory proof including acceptable receipts, the following:
 - a) Successful attendance/passage of the course(s), tuition and registration;
 - b) Examination fees and other similar fees such as books and course material; and,
 - c) Reasonable boarding costs; accommodations and meals are reimbursed based on the Township's expense reimbursement policy with no reimbursement for alcohol, and mileage expense in accordance with approval limits.
- Based on satisfactory completion of course requirements, employees must submit proof for their personnel file.
- Except for legislated mandatory training, when an employee attends an education or training course or portions thereof for which the total gross cost to the Township, excluding salary, exceeds seven hundred and fifty dollars (\$750), the employee shall agree to a one (1) year training bond, i.e. the employee will remain in the employ of the Township for a one (1) year period, following the completion of the course.
- Where an employee leaves the Township before completion of the one (1) training bond or employment period requirement, they shall reimburse the Township at the rate of ten percent (10%) of the total Township's training cost for each month or part thereof of the requirement not fulfilled, to a maximum of the total gross cost.
- Notwithstanding the *Employment Standards Act* with respect to withholding, it is agreed that the Township shall be reimbursed for these training costs or part thereof from the employee's final pay.

Membership Fees, Professional Designations and Licenses

- The Township of South Stormont will pay employee professional membership fees, including a professional designation as approved in the budget.
- Based on a written recommendation by the Director to the CAO, the Township may pay membership fees for an employee each year and as approved in the budget.
- Employees are responsible to adhere to any *Income Tax Act* requirements resulting from the Township's payment of membership fees.

- All employees shall have and maintain valid licenses, certificates and endorsements related to their work. An employee shall be responsible to report the loss of any licenses, certificates and/or endorsements to their Director or immediate supervisor. Failure of an employee to maintain the required licenses, certificates and/or endorsements may result in an employee being laid off and possibly terminated.
- Except for an employee's personal driver's licence, the Township shall reimburse employees for the renewal of licenses, certificates, endorsements, and vaccines as required in the performance of their duties. The Township shall reimburse employees upon presentation of acceptable receipts, in the current year, and to an annual budgeted maximum as agreed by the Township.

Attendance at Professional Development Events

- At the discretion of the CAO, and as approved by Council in the budget, the CAO and Directors may attend annual job-related conventions or conferences, to a maximum of two per year.
- The Township will pay or reimburse reasonable costs associated with attendance including registration fees, meals, hotel accommodation, mileage or travel costs upon presentation of acceptable receipts as per the Township's Reimbursement Policy.
- The Township will not provide compensation for the consumption of alcohol.

Monitoring and Compliance

All parties are required to comply with the procedures outlined in this policy. In cases of policy violation, the Township may investigate and determine appropriate corrective.

Authority and Related Policies

Recruitment and Performance Management

Contact

For more information on this policy, contact: Chief Administrative Officer



To: Council
From: Debi LucasSwitzer
Date of Meeting: September 22, 2021
Subject: Solar Planning Opportunity Long Sault Arena

Recommendation:

That Council approve a non-budgeted project for a solar plant pre-feasibility report and a structural capacity assessment with an upset limit of \$65,000 for the Long Sault Arena; and
That Council authorize the project be paid for from the Working Capital Reserve; and
That Council authorize the CAO to execute the necessary documents to complete the transaction.

Executive Summary:

This report is a follow up to a June Council presentation from a company (Otter Energy) recommending that Council consider adding a packaged solar plant to the Long Sault Arena as an option to reduce energy costs. The impetus of the presentation was based on a grant program through the Federal government.

Staff were directed to further investigate options and report back to Council.

Background:

Next Energy Development Group has provided an estimated cost to conduct a pre-feasibility study to help the Township determine if the addition of a solar energy plant at the Long Sault Arena is in fact a reasonable option. The Group did some preliminary investigation with Ontario Hydro to enquire about the option of reselling energy produced by a possible solar plant was an option.

There are several possible considerations with respect to energy resale that require additional investigation and further consultation with Ontario Hydro. Additionally, a structural analysis of the roof is required to determine if the structure can accommodate a solar plant on the roof.

Staff have asked Next Energy Development Group for a project cost to help determine feasibility of the project, and further asked EVB Engineering for a cost to conduct a structural assessment of the Arena.

Next Energy Development Group has provided a 3 month consultancy contract option for an estimated cost of \$35,000 (see attached). All costs associated with filings with Hydro One will be billed separately, as will travel costs. Should the

project time exceed the 40 hours per month proposed the hourly rate is \$250.00, which is also billed separately.

EVB have estimated the structural assessment costs at between \$15,000 to \$20,000 due to the fact there are no as built structural drawings for the Arena portion of the structure. This will require on site investigation. Costs for structural roof assessment include the arena and lobby portions of the building.

To move the project along staff are asking that Council provide a project upset limit of \$65,000 for the pre-feasibility consultation, costs for Hydro One's applications and filings, travel and accommodation, added hours if necessary and the structural capacity of the roof through a structural engineering assessment.

Alignment with Community Strategic Plan:

Goal 2: Sustainable Infrastructure

Objective 2.1: Servicing Capacity

Risk and Asset Management Considerations:

Risk:

Township may miss a grant opportunity that provides significant portion of the costs towards the project. The project outcome, if successful, may result in a revenue stream for the Township. Pre-feasibility research is important to help determine if an application for the solar project is a reasonable option for the location under consideration.

Asset Management:

The information gathered by the structural assessment of the roof will be needed in the next year or so the Township must have one conducted to meet the structural asset management needs set out by regulation.

Options:

1. That Council approve a non-budgeted project for a solar plant pre-feasibility report and structural capacity assessment with an upset limit of \$65,000 for the Long Sault Arena.
2. That the project costs be paid from the Working Capital Reserve
3. That Council provide alternative direction to staff.

Financial Impact:

The project be considered with an upset limit of \$75,000 and that the funds be provided through the Working Capital Reserve. Balance of the Working Capital Reserve is \$1,947,725

Others Consulted: Directors of PWS, Parks and Recreation, and Finance

Date: September 20, 2021

Debi Lucas Switzer
Chief Administrative Officer
Township of South Stormont
2 Mille Roches Road
Long Sault, Ontario, K0C 1P0

Dear Debi

Thank you for the opportunity to present a quote for a pre-feasibility study on the installation of a solar rooftop generating facility at the Long Sault Arena located at 60 Mille Roches Road, Long Sault Ontario.

Scope of work:

- Determine how best to reduce the peak demand charge;
- Get a full accounting of all rates and charges associated with the Net Metering program;
- Determine the optimal size of the battery system in order to reduce the global adjustment factor;
- Design a facility that meets the energy demand of the arena;
- Consult with Hydro One to develop an interconnection plan for the site;
- Prepare a final technical site layout;
- Prepare an updated yield and returns model based on updated feedback from Hydro One and technical supplier.
- Submit CIA application to Hydro One
- Review permitting and regulatory constraints
- Perform red flag analysis of the project with a risk and mitigation plan
- Develop preliminary financial model for the project
- The municipality will do the preliminary engineering review to determine the state of the roof and its load bearing capacity.

Deliverables:

The Pre-feasibility report will be to help the Township determine the technical and regulatory feasibility of installing a rooftop generating facility at the Long Sault Arena and the costs, risks, benefits, savings etc. associated with such an installation, and the grant options available.

Timeline:

- Contract period maximum of 3 months (depending on feedback from Hydro One)
- Work to be started upon signing of consultancy agreement

Fees:

- Monthly retainer of 40 hours to be paid monthly in advance
- Hourly rate \$250 / hour (after the 40 hours billed monthly as a retainer)
- Travel 59¢/Km
- Eligible personal expenses (travel, food and accommodation)
- All costs associated with the filing of the CIA with Hydro One and third-party electrical engineering studies as required to fulfill the CIA requirements will be billed separately.
- Total estimated cost for the pre-feasibility study, \$35,000.00

Regards,

A handwritten signature in black ink, appearing to be 'John Barros', with a large, stylized initial 'J' and 'B'.

John Barros
Chief executive
Next Energy Development Group Inc.

Township of South Stormont
ACTION REQUEST
Chief Administrative Officer



To: Council
From: Debi LucasSwitzer, CAO
Date of Meeting: September 22, 2021
Subject: Succession Planning, Policy and Organizational Change

Recommendation:
TO BE PROVIDED WITH FINANCIALS (forthcoming)

Executive Summary:

The Service Delivery Review and the Council approved Community Strategic Plan identified the need for the Township to consider the Township's human resources needs in a longer term more strategic manner. To do so the Township must conduct assessments and consider the human resources capabilities, knowledge, skills and strategic and future needs of the Township, then plan for change in order to ensure the mandatory and desired service delivery needs are met.

Over the last several meetings Township Council has reviewed department personnel needs, skills, abilities, retirements/potential retirements and corporate needs as determined by the activities and work demands as well as the key priorities identified in the Community Strategic Plan. This report recommends a corporate succession planning policy to support the organization's human resources needs over the short and medium term as well as outlining a process whereby those needs are assessed. In addition, based on what is known at the writing of this report, there are recommendations related to proposed organizational changes over the next 3 years to support both succession planning and organizational needs.

Background:

The Service Delivery Review identified the need for the Township to consider over a longer term basis. It identified impending human resources changes over as 1/3 of the Township's employee base are eligible to retire in the next 5 years. This is a concern and matter that needed to be considered and addressed sooner than later because many of those employees hold key positions in the organization. The Community Strategic Plan took the recommendation further and identifies Organizational Capacity as a key strategic priority to ensure there is organizational capacity to deliver on mandatory services, maintain service delivery levels and address growth.

Over several meetings Township Council has had the opportunity to review each Township Department, the services and mandatory requirements delivered by

each Department. As well there are current pressures being imposed by outside forces that support the needs to assess the Township's human resources capacity and capabilities. These pressures include:

- Growth and Development in Township = increased service delivery needs & expectations
- Service delivery changes such as Asset Management requirements, COVID responses, additional facilities
- Township considers service delivery levels to address increased needs & expectations
- Employee expectations related to work-life balance, rewarding work, opportunity for professional growth
- Levels of skills and knowledge required increasing in areas of analysis, strategy, long term planning – services and capacity to deliver

A Succession Planning Policy is attached for review and consideration by Council. The Policy defines the reasons why succession planning is important to South Stormont and the process used to identify employees who are identified by the Directors team as having a high potential to transition into a key position provided there is time to increase knowledge and train the employee for the role. Employees will need to have expressed interest and capacity to take on key roles in the organization. Employees, Directors individually and collectively, as well as Human Resources and the CAO all have a role to play in establishing and following through to ensure the Policy is implemented successfully. The overall goal and objective are to ensure the Township has the appropriate skills, knowledge and team of employees to support the corporate needs as the work force undergoes change and to address service delivery needs. Some budgeted training and development dollars may be realigned to support the identified career development plan needs.

While some may ask why the Township would consider investing in employees with such a plan. One of the considerations made in recommending this policy is what happens if the Township does not. An important element for employees today is that they see the potential to grow and advance in their career. Key positions identified as having employees who are eligible to retire soon are also positions that are very difficult to fill successfully. Current employees who are identified as potential successors for those roles see career advancement opportunity. For the Township success in filling those positions so that the transitions are as seamless as possible for all concerned is an important consideration. Career Development Plans support the Township priorities through providing identified individuals opportunity to develop key skills and capabilities necessary to succeed in a key role. The losses associated with the departure of employees holding key positions are significant organizationally and financially. When a key position is unfilled for a time, and then filled by a person without the background knowledge, information and understanding

costs, financial and achievement of work plans become significant. On average it takes a new employee at least one year in the municipal field to become familiar with corporate needs and personal learning requirements in a new role. Time is money, and time spent by new employees learning to work in a key position in a new environment and work culture, getting up to speed on topics, work and issues, assessing employees, Township needs, practices and strategic plans and master plans include additional consulting costs and delays in delivery of service. Annual workplans, projects and delays to other work in the department result. Finally, the delays and lack of knowledge ultimately become an organizational reputation issue and Council concern when residents frustrated by the lack of answers and delays begin to contact Council. The approval of a Succession Policy and its implementation supports the Township's needs as it continues to deliver on the mandated services, service delivery requirements such as reporting and planning, and maintain the levels of service either mandated by the Province or as established by Council.

Organizational Change:

As reviewed over the last few meetings there are organizational changes identified to address capacity concerns and changes due to retirements over the upcoming 2 to 3 years. As noted during the previous meetings Parks and Recreation programmer and additional operators proposed in 2023 and 2024 are premised on the addition of parkland. Other organizational changes may be proposed based on new information and retirements. The proposed changes and recommended timeframes outlined below are based on what is known today.

Chart 1: Proposed Organizational Changes

| | Fall 2021 | 1 st Quarter 2022 | 2 nd Quarter 2022 | 2023 | 2024 | 2025 |
|---|--------------|------------------------------------|------------------------------------|------|------|------|
| Deputy CBO | NT | | | | | |
| Admin Assistant Parks & Rec | | N | | | | |
| Operator Parks & Rec | Tr | | | N | | N |
| P-T Cultural Programmer | | | | | N | |
| Deputy Director PWS | | Tr | | | | |
| Facilities Coordinator – Asset Management | | | N | | | |
| Contract Planning Student | T | | | | | |
| PWS Transition for Supervisor | | | | NT | | |
| Finance Clerk | | Tr | | | | |
| Lot Grading Special Project | | | Tr | | | |

N – new position, Tr – Transition from current position, T – temporary position, NT – new temporary for transition purposes

The Lot Grading Special Project, and the 3 new Operator and Programmer positions for Parks and Recreation are contingent on funding and new parkland development.

Alignment with Community Strategic Plan:

Goal 1: Corporate Capacity

Objective 1.3: Human Resources

The second point in the Community Strategic Plan requires administration to review the organization's human resources capacity in order ensure service delivery levels, both mandated and Council established, are met and to address growth and the impact on service delivery associated with growth in the Township.

The proposed Succession Plan and the proposed organizational changes support this requirement.

This work was also a recommendation in the Service Delivery Review.

Risk and Asset Management Considerations:

Risk:

1. Township organization does not meet service delivery mandates.
2. Township work plans are delayed or not implemented due to lack of human resources.
3. Growth is delayed or not addressed due to lack of human resources.
4. Current employees depart organization
5. Council held accountable for lack of foresight and action

Asset Management:

1. Organization does not function at appropriate levels, nor can it meet mandates related to municipal services and physical assets without accounting for human assets necessary to deliver on those mandates.

Options:

1. That Council approve the recommendation to;
 - a. adopt the Human Resources Succession Plan Policy
 - b. adjust draft budget to reflect organizational changesand further direct staff to implement the proposed organizational changes based on time schedule and information known today.
2. That Council approve only the recommendation to adopt the Human Resources Succession Plan Policy, and direct staff to delay implementation of the proposed organizational changes.
3. That Council provide alternative direction.

Financial Impact:

TO BE PROVIDED UNDER SEPARATE COVER NEXT WEEK

Others Consulted:

Council

Directors

Consultant - Pesce & Associates



TOWNSHIP OF SOUTH STORMONT

Title: Succession Planning Policy

Policy Category: Human Resources

Effective Date: September 22, 2021

Policy Statement

The Township of South Stormont ("the Township") will on an annual basis review human resources succession planning needs and determine appropriate action steps to ensure that high potential employees are appropriately identified and developed for key positions.

Purpose

The purpose of this Policy is to provide a systematic process for defining key positions and identifying high potential employees who may be suitable successors for key positions. Succession Planning involves creating and executing a career development plan for employees with high potential so they are ready to move into key positions when there is an opening.

The end goal of succession planning is to:

- identify high-potential employees capable of rapid advancement to key positions of higher responsibility than those they presently occupy;
- ensure the systematic and long-term development of high potentials to replace incumbents in key positions as the need arises due to retirement, attrition, and other unexpected losses; and
- provide a continuous flow of talented high potential employees ready to move into key positions are available to enable achievement of the Township's strategic business objectives.

Scope

This policy applies to all full-time permanent employees. Succession planning will be performed for key positions only, while talent development applies to all job levels.

Objectives

- To attract and maintain a stable and diverse workforce
- Identify and fill gaps within the Township of South Stormont through the development of employees' knowledge, skills, and abilities
- Identify and develop high-potential employees for greater areas of responsibility based on leadership qualities outlined by the Township

- Utilize mentoring/coaching as part of the training and leadership development process
- Ensure that employees are continuously providing ethical and quality public service
- Maintain succession planning as a regular part of meeting the Township's strategic objectives of leadership development, and filling workforce gaps as they arise
- Match the future needs of the Township with the career aspirations of the employee

Policy

The Succession Planning process will include the following process:

- Create an inventory of positions and record human capital assets necessary for success in those positions.
- Identify key positions in the organization. Key positions are ones that are critical to the organization's success where the risk of losing important skills and knowledge is the greatest.
- Build desired job profiles for the key positions.
- Identify potential candidates within the organization who could advance into key positions and assess their current knowledge, skills and abilities.
- Perform a preliminary gap analysis to identify how the organization can provide opportunities for employees to be considered for a key position.
- Implement employee development plans integrated with performance management.
- Provides coaching and frequently assesses and provides feedback against objectives.
- Evaluates effectiveness and reaffirms readiness of identified people.

Responsibilities

Employees

- Express interest in pursuing opportunities to their Director.
- Actively participate in creating and progressing career development plan(s).
- Work with their Director to identify development opportunities.
- Be open to and act on performance feedback provided.
- Work to achieve performance accountability and development goals.
- Model behaviours which demonstrate organizational commitment.

Directors

- Regularly coach, provide growth opportunities, and career development of direct reports
- Conduct fair and objective performance reviews as per the Performance Management Policy
- Actively participate and provide input into the talent review meetings on such details as competency levels, leadership capacity, on employees who have career aspirations to move into key positions
- Have open and courageous conversations with employees
- Participate in discussions with individuals on career aspirations and possible career paths.
- Identify what positions within their department are key positions based on the criteria provided
- Answer employees' questions about the succession planning process so employees understand that it is a fair process, implemented in an objective way, where multiple stakeholders have input into the decision process and identification of high potential employees

Senior Management Team

- Conduct formalized annual talent review meetings to identify high potential employees as potential successors for key positions
- Identify and maximize growth opportunities aligned with the business objectives
- Provide timely and honest feedback to high potentials on their performance and development progress
- Create a culture which supports the investment and development of employees

Human Resources/CAO

- Manage and coordinate the Succession Planning Program
- Facilitate the Senior Management Team's talent review meetings
- Maintain records of identified high potentials development plans, performance assessment and progression toward higher competency
- Facilitate training and movement of high potentials to development opportunities which provide growth opportunities
- Assist in the attraction and retention of candidates for possible promotions and/or assignments
- Consult in the creation of a career development plan including defining the appropriate development and training to reach a certain competency level
- Recommend organizational changes needed to facilitate a career development plan
- Prioritize the departments/divisions in need of succession planning most urgently and begin with those areas.

Monitoring and Compliance

All parties are required to comply with the procedures outlined in this policy. In cases of policy violation, the Township may investigate and determine appropriate corrective.

Authority and Related Policies

Performance Management Policy, Recruitment Policy and Continuing Education, Profession Development & Education Assistance Policy

Contact

For more information on this policy, contact: Chief Administrative Officer

Succession Planning and Organizational Change - Proposed Changes and Potential Effect on Salary and Wages Expenditures

Organizational Changes Proposed

Notes

| | 2022 | | | |
|---|--------|----------|------------|---|
| | Salary | Benefits | Total | |
| | \$ | \$ | | |
| Deputy CBO (5 Months in 2022) | 35,318 | 11,225 | \$ 46,543 | short term position for transition period, covered via difference between budget & pt CBO costs |
| | \$ | | | |
| Deputy Director Of Public Works | 4,600 | \$ - | \$ 4,600 | difference between current and future salary |
| | \$ | \$ | | |
| Recreation Facilities Operator I (PT -FT) | 16,286 | 3,439 | \$ 19,725 | transition to full-time, added benefits |
| | \$ | \$ | | |
| Parks & Recreation Admin Assistant | 44,907 | 13,615 | \$ 58,522 | new position, grants to offset portion of salary |
| Asset /Facilities Co-ordinator (6 Months in 2022) | \$ | \$ | | |
| | 42,382 | 12,743 | \$ 55,125 | new position |
| Total Estimated Township Cost | | | \$ 184,515 | |

Annual Change over 2022

| | 2023 | | | |
|--------------------------------|--------|----------|------------|--|
| | Salary | Benefits | Total | |
| | \$ | \$ | | |
| Transition for Supervisor PWS | 77,380 | 21,666 | \$ 99,046 | short term transition period period based on proposed retirement of PWS Supervisor |
| | \$ | \$ | | |
| Asset /Facilities Co-ordinator | 43,874 | 11,000 | \$ 54,874 | difference between 6 months & full year |
| Estimated Cost over 2022 | | | \$ 153,920 | |

Additional Notes

Current CBO will transition to contract role. Contract role covered via Grant Intake 3 of Modernization Program
Parks and Rec possible positions pending SLPC parkland transfers, not included at this time due to lack of information on transfer, Operator 1 wage in 2023 = approx. \$54K
Finance position is a transition, not new position. Costs in budget

Council Direction Sought

CAO to implement the changes proposed in the report and prepare draft budget on basis of information provided. A Deputy CBO may be added in 2021, wages to be covered through difference between part time CBO costs and budgeted dollars. CAO to add Planning support for maximum of 2 year period, review to be undertaken based on Planning Dept workload/applications to assess ongoing need.

Township of South Stormont

ACTION REQUEST

Public Works Operations



To: Council
From: Ross Gellately, Director of Public Works
Date of Meeting: September 22, 2021
Subject: Levels of Service Documentation

Recommendation:

That Council approve the defined Customer and Technical Levels of Service (LoS) including some recommended/suggested LoS targets for core municipal infrastructure assets.

Executive Summary:

Customer and Technical Levels of Service (LoS) were presented to Council for review during regular meeting on August 11, 2021. The presented LoS were refined and finalized following to an internal meeting with staff. Minor revisions were made to the presented LoS as follows:

| LoS Measure | Revision |
|---|---|
| Number of hours taken for snow removal operations | Number of hours taken for snow removal operations per number of lane-kilometres |
| Capacity meets the standards for the sizing of stormwater drains as set by the municipality | Adequate capacity that meets the standards for the sizing of stormwater drains |
| Assets undergo activities such as inspection, monitoring, cleaning and flushing | Added |
| Number of water quality customer complaints per 1,000 customers served | Adopted instead of 'Good to have' measure |
| Number of complaints due to performance/failure of wastewater facility/equipment | Adopted instead of 'Good to have' measure |

Also, the recommended performance targets were updated. For uncertain targets, 'To be determined' was added.

Enclosed is the final version document of LoS for approval.

Background:

The Township is now undertaking a strategic update to develop an Asset Management (AM) Plan to achieve compliance with the requirements in O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure. The AM Plan includes main components and one of them is levels of service. LoS are specific parameters that describe the extent and quality of services that the municipality provides to users. LoS link an asset's performance to target performance goals.

Alignment with Community Strategic Plan:

Goal 2: Sustainable Infrastructure

Objective 2.1: Servicing Capacity

Options:

1. That Council approve the defined Customer and Technical Levels of Service (LoS) including some recommended/suggested LoS targets for core municipal infrastructure assets. This is the recommended option.
2. Other as suggested by Council.

Others Consulted:

Public Works Staff

Prepared by:

Mohammed Alsharqawi, Asset Management Program Coordinator

Levels of Service

Notes: * O.Reg. 588/17 LOS

| Service Division | LOS | Type | Measure | Current Performance | Recommended Performance |
|------------------|-----------|---------------------------|---|---------------------|--|
| Roads | Customer | Condition/Quality | Road assets in fair or better condition | | |
| Roads | Customer | Operational Functionality | Maintainability - Percentage of outstanding work orders | | |
| Roads | Customer | Capacity | Current AADT (Average Annual Daily Traffic)/Current Capacity in AADT | | |
| Roads | Customer | Financial Sustainability | Ratio of 10 year budget to need | | |
| Roads | Customer | Financial Sustainability | Ratio of reserve to replacement value | | |
| Roads | Technical | Acquisition | Number of lane-kilometres of each of arterial roads, collector roads and local roads as a proportion of square kilometres of land area of the municipality* | | Not Applicable |
| Roads | Technical | O&M | Assets undergo regulation compliant inspection programs | Bi-weekly | Bi-weekly |
| Roads | Technical | O&M | Number of hours taken for snow removal operations per number of lane-kilometres | | To be determined |
| Roads | Technical | Capital | For unpaved roads in the municipality, the average surface condition (e.g. good, fair or poor)* | | Condition rating is 6.0 or better (Fair) |
| Roads | Technical | Capital | For paved roads, average pavement condition index (PCI)* | Arterial Roads | Condition rating is 56 or better (Fair) |
| Roads | Technical | Capital | For paved roads, average pavement condition index (PCI)* | Collector Roads | Condition rating is 51 or better (Fair) |
| Roads | Technical | Capital | For paved roads, average pavement condition index (PCI)* | Local Roads | Condition rating is 46 or better (Fair) |
| Roads | Technical | Capital | Percentage of Gravel road segments that did not meet the recommended surface type (AADT > 400) | | 0% |
| Roads | Technical | Capital | Percentage of LCB (Surface Treated) road segments that did not meet the recommended surface type (AADT > 700) | | 0% |
| Roads | Technical | Capital/Disposal | Percentage of assets beyond replacement year | | To be determined |

Levels of Service

Notes: * O.Reg. 588/17 LOS

| Service Division | LOS | Type | Measure | Current Performance | Recommended Performance |
|------------------|-----------|---------------------------|---|---------------------|---|
| Structures | Customer | Condition/Quality | Structures assets in fair or better condition | | |
| Structures | Customer | Operational Functionality | Maintainability - Percentage of outstanding work orders | | |
| Structures | Customer | Capacity | Adequate structural capacity to accommodate traffic volumes and loading | | |
| Structures | Customer | Financial Sustainability | Ratio of 10 year budget to need | | |
| Structures | Customer | Financial Sustainability | Ratio of reserve to replacement value | | |
| Structures | Technical | Capital | Percentage of bridges in the municipality with loading or dimensional restrictions* | | To be determined |
| Structures | Technical | Capital | For bridges and culverts, average bridge condition index (BCI)* | | 100% of structures by count with BCI of 60 or better (Fair) |
| Structures | Technical | Capital/Disposal | Percentage of assets beyond replacement year | | To be determined |

Levels of Service

Notes: * O.Reg. 588/17 LOS

| Service Division | LOS | Type | Measure | Current Performance | Recommended Performance |
|------------------|-----------|---------------------------|---|---------------------|-------------------------|
| Stormwater | Customer | Condition/Quality | Stormwater assets in fair or better condition | | |
| Stormwater | Customer | Operational Functionality | Maintainability - Percentage of outstanding work orders | | |
| Stormwater | Customer | Capacity | Adequate capacity that meets the standards for the sizing of stormwater drains | | |
| Stormwater | Customer | Financial Sustainability | Ratio of 10 year budget to need | | |
| Stormwater | Customer | Financial Sustainability | Ratio of reserve to replacement value | | |
| Stormwater | Technical | Acquisition/Capital | Percentage of properties in municipality resilient to a 100-year storm* | | Not Applicable |
| Stormwater | Technical | Acquisition/Capital | Percentage of the municipal stormwater management system resilient to a 5-year storm* | | Not Applicable |
| Stormwater | Technical | O&M | Assets undergo activities such as inspection, monitoring, cleaning and flushing | Every 5 years | Every 5 years |
| Stormwater | Technical | O&M | Number of times roads closed due to flooding per year (or length of closure time) | | To be determined |
| Stormwater | Technical | O&M | Percentage of ponds with enhanced water quality treatment | | 100% |
| Stormwater | Technical | Capital/Disposal | Percentage of assets beyond replacement year | | To be determined |

Levels of Service

Notes: * O.Reg. 588/17 LOS

| Service Division | LOS | Type | Measure | Current Performance | Recommended Performance |
|------------------|-----------|---------------------------|--|---------------------|-------------------------|
| Water | Customer | Condition/Quality | Water assets in fair or better condition | | |
| Water | Customer | Operational Functionality | Maintainability - Percentage of outstanding work orders | | |
| Water | Customer | Capacity | Ratio of current demand (average day)/current capacity | | |
| Water | Customer | Capacity | Ratio of current demand (max day)/current capacity | | |
| Water | Customer | Capacity | Ratio of current capacity/expected future capacity required | | |
| Water | Customer | Financial Sustainability | Ratio of 10 year budget to need | | |
| Water | Customer | Financial Sustainability | Ratio of reserve to replacement value | | |
| Water | Technical | Acquisition | Percentage of properties connected to the municipal water system* | | Not Applicable |
| Water | Technical | Acquisition | Percentage of properties where fire flow is available* | | Not Applicable |
| Water | Technical | O&M | Number of connection-days per year where a boil water advisory notice is in place compared to the total number of properties connected to the municipal water system* | | Not Applicable |
| Water | Technical | O&M | Percentage of samples that met Ontario Drinking Water Standard per year | | 100% |
| Water | Technical | O&M | Number of water quality customer complaints per 1,000 customers served | | To be determined |
| Water | Technical | Capital | Number of connection-days per year where water is not available due to water main breaks compared to the total number of properties connected to the municipal water system* | | To be determined |
| Water | Technical | Capital/Disposal | Percentage of assets beyond replacement year | | To be determined |

Levels of Service

Notes: * O.Reg. 588/17 LOS

| Service Division | LOS | Type | Measure | Current Performance | Recommended Performance |
|------------------|-----------|---------------------------|---|---------------------|-------------------------|
| Wastewater | Customer | Condition/Quality | Water and Wastewater assets in fair or better condition | | |
| Wastewater | Customer | Operational Functionality | Maintainability - Percentage of outstanding work orders | | |
| Wastewater | Customer | Capacity | Ratio of current demand (average day)/current capacity | | |
| Wastewater | Customer | Capacity | Ratio of current demand (max day)/current capacity | | |
| Wastewater | Customer | Capacity | Ratio of current capacity/expected future capacity required | | |
| Wastewater | Customer | Financial Sustainability | Ratio of 10 year budget to need | | |
| Wastewater | Customer | Financial Sustainability | Ratio of reserve to replacement value | | |
| Wastewater | Technical | Acquisition | Percentage of properties connected to the municipal wastewater system* | | Not Applicable |
| Wastewater | Technical | Acquisition/Capital | Number of events per year where combined sewer flow in the municipal wastewater system exceeds system capacity compared to the total number of properties connected to the municipal wastewater system* | | Not Applicable |
| Wastewater | Technical | Acquisition/Capital | Number of connection-days per year due to wastewater backups compared to the total number of properties connected to the municipal wastewater system* | | Not Applicable |
| Wastewater | Technical | O&M | Assets undergo activities such as inspection, monitoring, cleaning and flushing | Every 5 years | Every 5 years |
| Wastewater | Technical | O&M | Number of effluent violations per year due to wastewater discharge compared to the total number of properties connected to the municipal wastewater system* | | Not Applicable |
| Wastewater | Technical | O&M | Number of complaints due to performance/failure of wastewater facility/equipment | | To be determined |
| Wastewater | Technical | Capital/Disposal | Percentage of assets beyond replacement year | | To be determined |



To: Council
From: Ross Gellately, Director of Public Works
Date of Meeting: September 22, 2021
Subject: RFQ No. 17-2021: Assessment of Municipal Stormwater Assets Project

Recommendation:

That Council award RFQ No. 17-2021: Assessment of Municipal Stormwater Assets to AECOM Canada Ltd. for \$ 65,510, including applicable taxes, and further, as the project was not included in the 2021 budget, that Council authorize the funds through the Road Upgrade Reserve.
And further, that Council authorize the Director of Public Works to execute the necessary documents to complete the transaction.

Executive Summary:

RFQ 17-2021: Assessment of Municipal Stormwater Assets closed on September 2, 2021 with 3 proposals received.

These proposals were evaluated based on criteria that includes:

- i) Submission;
- ii) Experience & Qualifications;
- iii) Project Understanding and Methodology; and
- iv) Price.

The respondents' proposals evaluation results are as follows:

| Respondent | Ranking |
|----------------------------|----------------|
| AECOM Canada Ltd. | 1 |
| D.M. Wills Associates Ltd. | 2 |
| EVb Engineering | 3 |

Note that for this RFQ, a provisional item to inspect all stormwater assets condition within the municipal stormwater management system was requested. The additional cost associated with this item ranges from \$90,411.30 to \$183,194.47. The approach we are taking moving forward is to do inspection partially for assets in poor and very poor condition rather than for the whole network/system under a new RFQ.

Background:

The Township is now undertaking a strategic update to the Asset Management Plan and is seeking the services of qualified respondents to undertake key activities and provide technical expertise and to support components of the plan update in regard to Stormwater Assets to achieve compliance with the requirements in O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure.

Alignment with Community Strategic Plan:

Goal 2: Sustainable Infrastructure

Objective 2.1: Servicing Capacity

Options:

1. That Council award RFQ 17-2021: Assessment of Municipal Stormwater Assets to AECOM Canada Ltd. for \$ 65,510 including applicable taxes. This is the recommended option.
2. Other as suggested by Council.

Financial Impact:

This project was not budgeted in 2021. It is the suggestion of staff that the funds to complete the project be provided through Reserves.

Furthermore, it is anticipated savings may be achieved from RFQ 19-2021: Assessment of Municipal Road Assets, which was closed on September 15, 2021. These savings will be allocated to this project as well. This amount has yet to be quantified.

Risk and Asset Management Considerations:

The resiliency mapping of the 100-year storm relies upon existing and historical flooding and flood mapping information for each community being available from the Raisin River Conservation Authority to undertake this assessment. If existing or historical flood mapping does not exist for the Township communities, an alternative assessment approach will be undertaken with potential impact on the time and cost of this project.

Others Consulted:

CAO

Director of Finance / Treasurer

Asset Management Program Coordinator

Prepared by:

Mohammed Alsharqawi, Asset Management Program Coordinator



To: Council
From: Gilles Crepeau
Date of Meeting: September 22, 2021
Subject: RFQ No. 18-2021 Supply of one (1) Fire Apparatus – Pumper-Tanker

Recommendation:

That Council award RFQ No. 18-2021 for the supply of a Fire Apparatus – Pumper-Tanker to Battleshield Industries Ltd. for \$642,904.46 (including HST). Further, that Council authorize the Fire Chief to sign the necessary documents to complete the transaction.

Executive Summary:

An RFQ for the supply of one Fire Apparatus – Pumper-Tanker closed on September 16, 2021 with only one submission received from Battleshield Industries Ltd.

Background:

RFQ No. 18-2021 closed on September 16, 2021 and when received, the apparatus will be housed at Station No. 4, St. Andrews West.

The following thirteen suppliers were invited to submit a proposal for the supply of the Pumper-Tanker:

1. Battleshield Industries
2. Metz Fire & Rescue
3. Asphodel Firetrucks Ltd.
4. Dependable Emergency Vehicles
5. Arnprior Fire Trucks
6. Safetek
7. Darch Fire Inc.
8. Techno Feu
9. Commercial Emergency Equipment
10. ResQtech Systems Inc.
11. Carrier Centers
12. Rush Truck Centres
13. Commercial Emergency Equipment Co.

Only one submission was received. In consultation with the Director of Finance, the submission was opened and reviewed, resulting in the recommendation provided.

Alignment with Community Strategic Plan:

Goal 1: Corporate Capacity

Objective 1.4: Tools and Technology

Risk and Asset Management Considerations:

Should Council decide not to award the RFQ to Battleshield, the Township of South Stormont could experience adverse effect for both property and people within the Township. The current Pump is over 20 years old at the end of its recommended working life. If replacement does not occur, fire insurance grading recognition may be revoked for the specific apparatus which may adversely affect the fire insurance grades of the community. This can also affect the rates of insurance for property owners throughout the community.

Options:

1. That Council award the RFQ No. 18-2021 for the supply of a Fire Apparatus – Pumper-Tanker from Battleshield Industries Ltd. for \$642,904.46 (including HST). This is the recommended option.
 2. That Council not approve awarding the RFQ.
 3. Other.
-

Financial Impact:

Council allocated \$700,000 in the 2022 budget for a new Pumper-Tanker. The submission received falls within the approved budget.

Payment for the Pumper-Tanker is due upon delivery, that being November 2022.

Others Consulted:

District Chief for Station No. 4, Wes Atkinson
Director of Finance/Treasurer, David Ni
CAO, Debi LucasSwitzer



To: Council
From: Loriann Harbers, Director of Corporate Services/Clerk
Date of Meeting: September 22, 2021
Subject: By-law No. 2021-069 Procedural By-law

Recommendation:

That By-law No. 2021-069, being a by-law to repeal By-law No. 2020-044 and to Govern the Proceedings of Council, be read and passed in open Council, signed and sealed this 22nd day of September 2021.

Executive Summary:

This report provides an overview of the process and review that has been undertaken to develop new Procedural By-law. As a result of input from staff, legal and procedural expertise, a new, streamlined Procedural By-law is presented for Council's adoption.

Background:

It is necessary to review the Township's governance practices ensuring policies, documents and by-laws are current confirming legislative compliance and consistency with current government best practices.

In March 2021 a summary of recommendations for improved governance was provided. This included the adoption of a closed meeting protocol, termination of the Township's Closed Meeting Investigator contract for 2022 and a new Procedural By-law.

Also, in March 2021 Council considered recommendations for a revised Procedural By-law. In recent years the by-law has been amended and revised in response to legislative changes as a result of Covid-19, primarily to facility the transition to electronic participation at Council meetings.

In August and again at the September 8, 2021, Council meetings, drafts have been circulated with revisions proposed.

The draft by-law was posted for the necessary 2-week timeframe and promoted on the Township's "Speak up South Stormont" portal. There were minimal questions or comments from the public.

Our legal and parliamentary procedure experts reviewed the draft and final recommendations included clarification surrounding:

-

- Advisory committee definition;
- committee quorum and who chairs the meeting in the event the chair is absent or late;
- authority surrounding cancellation of committee meetings
- petition signatories as residents;
- electronic participation is restricted to 3 meetings in a calendar year as opposed to 3 consecutive meetings; and
- members may be required to demonstrate they are alone during closed session while they are participating electronically.

These recommendations have been considered and changes made.

Alignment with Community Strategic Plan:

Goal 1: Corporate Capacity

Objective 1.1: Implement Service Delivery and Policies Review

Risk and Asset Management Considerations:

It is necessary to review the Township's governance practices ensuring policies are current and reflect necessary practices. In particular, electronic participation and conducting meetings in an emergency.

Options:

1. That Council adopt the new Procedural By-law.
2. That Council request specific changes to the proposed by-law.
3. That Council does not adopt the proposed by-law.

Financial Impact:

There is not financial impact to the Township as a result of adopting a new Procedural By-law.

Others Consulted:

Tony Fleming, Solicitor

Debi Wilcox, Parliamentary Expert

Debi LucasSwitzer, CAO

Ashley Sloan, Deputy Clerk

**The Corporation of the Township of South
Stormont**

**By-law No. 2021-069 to Govern the
Proceedings of Council**

DRAFT

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1. Definitions

In this by-law,

Act means the Municipal Act, 2001, c.25 as amended or replaced from time to time.

Ad Hoc Committee means a committee created by Council with a defined set of responsibilities and term, to report directly to Council on a specific matter.

Advisory Committee means a committee created by Council with a defined set of responsibilities providing advice directly to Council.

Alternate Member of Council means a member appointed to serve as an "alternate member" of County Council when the Member of Township Council is unable to attend a County Council meeting.

By-law means an enactment, in the form approved by Council, passed for the purpose of giving effect to decisions or proceedings of Council.

"CAO" means the Chief Administrative Officer of the Township.

"Chair" means the presiding officer of a meeting.

"Clerk" means the Clerk, or their designate.

"Closed Meeting" means a meeting, or part of a meeting, of Council or a Committee which is closed to the public as permitted by the Act.

"Committee" means Committee of the Whole, advisory committee or other committee, sub-committee or similar entity, appointed by Council.

"Committee of the Whole" means a committee comprised of all Members of Council that directly reports to Council.

"Confirmatory By-law" means a by-law passed at the conclusion of Council meetings, confirming the actions of Council taken at that meeting and any previous meetings which did not have a confirmatory by-law, in respect of each resolution and other actions taken, so that every decision of Council at that meeting shall have the same force and effect as if each and every one of them had been the subject-matter of a separately enacted by-law.

"Consent Agenda" means a listing of consent items being presented to Council for its consideration.

"Consent Item" means a report that is presented for approval without debate and with no delegation or presentation.

"Council" means the Township's elected representatives, comprised of the Mayor, Deputy Mayor and Councillors.

"Councillor" means a Member of Council, other than the Mayor.

"Declared Emergency" means any period of time during which an emergency has been declared in all or part of the Township of South Stormont under Section 4 or 7.0.1 of the Emergency Management and Civil Protection Act.

"Delegate" means any person, group of persons, firm or organization, who is neither a Member of the Committee of the Whole, Council or an appointed official of the Township and who is speaking to committee or Council.

"Electronic Device" means computers, cell phones, smartphones, personal digital assistants, smartwatches, tablets, voice recorders, cameras or any other similar device.

"Electronic Participation" means a member of Council who participates remotely in any open or closed Council or committee meeting via electronic means in accordance with this By-law.

"Items for Discussion" means agenda material that is presented for approval which has an associated presentation or delegation(s).

"Majority" means, for the purpose of voting, unless otherwise specified, more than half of the Members of Council or committee present at the vote and not prohibited by statute from voting.

"Mayor" means the head of Council.

"Meeting" means any regular or special Council or committee meeting when a quorum is present as defined in the Act and includes meetings where some or all Members are attending via electronic participation.

"Member" means, according to the circumstances, a Member of Council, including the Mayor, or a member of a committee, including the chair.

"Motion" means a proposal, moved by a member and seconded by another member, for the consideration of Council or a committee.

"Notice of Motion" means a written notice, given by a member, advising Council that the motion described therein will be brought forward at a subsequent meeting.

"Open Meeting" means a meeting which is open to the public.

"Presentation" means an opportunity for Council to recognize a member or members of the public or staff for contributions made to the community or success in attaining a relative goal or objective.

"Planning Public Meeting" means a public meeting held pursuant to the Planning Act or other legislation where statutory notice is required.

"Quorum" means a majority of the members.

"Recording Device" means any device used for the purpose of recording whether it be analogue, digital or other means of recording, including but not limited to computers, cell phones, smartphones, tablets, voice recorders, cameras or any other similar device.

"Registered Delegate" means an individual who has submitted a request for delegation to the Clerk within the prescribed timelines to address Council or committee in relation to a matter appearing on the agenda.

"Resolution" means a motion that has carried.

"Rules of Procedure" means the rules and procedures set out in this by-law.

"Regular Meeting" means a meeting of Council or committee held at the times and dates specific in this by-law and approved by Council or committee as part of an annual calendar.

"Special Meeting" means a separate meeting of Council or committee held at a time different than a regular meeting as approved by Council or committee and which is focused on one or more particular and specific items or subjects.

"Township" means the Township of South Stormont.

2. Purpose and Principles

2.1 Purpose

- a) Council and Committee of the Whole shall observe the Rules of Procedure contained in this by-law in all proceedings of the Council and committee. This by-law shall be used to guide the order and dispatch of business of the Council and committee and wherever possible, with necessary modifications, for all committees unless otherwise provided.
- b) This by-law sets out processes that will enable the Township to govern itself in a manner that is open and transparent.

2.2 Principles

- a) Each member has the right to:
 - i. One vote, subject to the declaration of pecuniary interest;
 - ii. Information to help make decisions, unless otherwise prevented by law;
 - iii. An efficient meeting; and
 - iv. Be treated with respect and courtesy.
- b) No item shall be placed on an agenda with respect to a matter which is not within the jurisdiction of Council or committee. The Mayor and/or chair, in consultation with the Clerk, will determine if a matter is within the jurisdiction of Council or committee.
- c) In the event of conflict between the provisions of this by-law and the Act, or any other legislation, the provisions of the legislation shall prevail.

2.3 Suspension of Rules

- a) No provision of this by-law shall be suspended except by an affirmative vote of at least two-thirds of the members of Council present for each incidence of suspension of the rules.
- b) The suspension shall only apply to the procedure(s) or rule(s) which are stated within the motion to suspend and only during the meeting in which such motion was introduced.
- c) The following procedure(s) or rule(s) cannot be suspended:
 - i. Restriction to add other business in special meetings; and
 - ii. Majority of members for quorum.

3. Conduct at Meetings

3.1 Council and Committee Members

- a) Council Members shall govern themselves according to Council's Code of Conduct and Council-Staff Relations Policy.
- b) The Mayor or chair shall preserve order and rule on points of order and privilege.
- c) Every member desiring to speak shall indicate so in order to be recognized by the Mayor or chair.
- d) Every member, on being recognized, shall remain seated in his or her place and address themselves to the Mayor or chair.
- e) No member shall, without leave of the Council or committee:
 - i. Speak to an issue for more than five (5) minutes (cumulative);
 - ii. Use offensive words or speak disrespectfully of the Mayor, Members of Council, committee, staff or the public;
 - iii. Speak on any subject other than the subject under debate;
 - iv. Speak in contempt of any decision of the Council or committee;
 - v. Leave his or her seat or make any noise or disturbance

while a vote is being taken or until the result is declared;
and

- vi. Disobey the rules or decisions of Council or a decision of the Mayor or chair on points of order or privilege, or upon the interpretation of the Rules of Procedure. If a member persists in such disobedience after having been called to order by the Mayor or chair, the member may be ordered by the Mayor or chair to leave his or her seat for the meeting. In the event that a member refuses to vacate their seat, the Mayor or chair may request that the member be removed by the Clerk and/or staff as required, and the police may be called for assistance as necessary. In case of an adequate apology being made by the member they may, by way of majority vote of the members present, be permitted to take their seat.
- f) A member called to order by the Mayor or chair shall immediately cease further comment or disruptive behaviour. The member may appeal the call to order to the Council or committee. The Council or committee, if appealed to, shall decide on the case without debate and by way of a majority vote of the members present. If there is no appeal, the decision of the Mayor or chair shall be final.

3.2 Member Absent from Council

The office of a Member of Council becomes vacant if the member has been absent from meetings of the Council for three (3) successive months without being authorized to do so by a resolution of Council unless otherwise permitted by S. 259 (1.1) of the Act.

3.3 Electronic Devices

- a) Each member shall place any electronic devices on an inaudible setting during any open or closed meeting.
- b) No member shall use an electronic device or recording device to broadcast, record or otherwise publish or distribute audio or video of any open or closed meeting, nor photographs of any closed meeting.

3.4 Hearing Delegations

- a) Except for points of order or privilege, Members of Council shall not interrupt a delegate while they are addressing Council or committee.
- b) Members may address a delegate only to ask questions of clarification and not to express opinions or enter into debate or discussion.
- c) Council may defer any decision or action on information received from a delegation to a subsequent meeting, and request that a staff report on the matter be prepared for Council's consideration.

3.5 Conduct of Public and Delegations

- a) Members of the public and delegations in attendance at a meeting, shall not:
 - i. Address Council or committee without permission;
 - ii. Bring food or beverage, with the exception of water, into the Council Chamber or meeting room unless so authorized;

- iii. Engage in any activity or behaviour or make any audible noise that could affect the Council or committee deliberations, including clapping, shouting, jeering or any other form of disorderly conduct;
 - iv. Bring any signs or placards into, or hand out any brochures, pamphlets, buttons or literature in the Council Chambers; or
 - v. use an electronic device or recording device to broadcast, record or otherwise publish or distribute audio or video of any meeting, nor take photographs of any meeting.
- b) No person, except Members of Council and appointed officials of the Township of South Stormont, shall be permitted to come within or behind the horseshoe during a meeting of the Council or committee without the permission of Council or committee.
 - c) No person shall make detrimental comments, or speak ill of, or malign the integrity of staff, the public, Mayor, Members of Council or committee.
 - d) If a person persists with inappropriate behaviour after having been called to order by the Mayor or chair, the person(s) may be ordered by the Mayor or Chair to leave the meeting. In the event that any person refuses to leave when ordered to do so, the Mayor or chair may request that the member be removed by the Clerk and/or staff as required, and the police may be called for assistance as necessary.

4. Rules and Procedures for Council and Committee Meetings

4.1 Public Notice of Meetings

- a) The Clerk shall give public notice of all regular open and closed Council and committee meetings by inclusion on the Township's website at least 72 hours prior to the meeting.
- b) The Clerk may, at his or her discretion, publish notice of Council and committee meetings in a local newspaper or other local media source.
- c) Public notice shall include:
 - i. Date;
 - ii. Time;
 - iii. Location of meeting; and
 - iv. Method of participation for Council, the public and staff (in-person, electronic or a combination of both).
- d) The Clerk shall give public notice of all special open and closed meetings of Council and committee by inclusion on the Township's website as soon as possible after the meeting is called and no later than 48 hours prior to the meeting.
- e) Section 4.1 (d) shall not apply to emergency meetings called under Section 8.1 (d). The Clerk shall give public notice for emergency meetings called under Section 8.1 (d) by inclusion on the Township's website as soon as possible after the meeting is called.

4.2 Recording and Live Stream of Meetings

All meetings with a quorum of members may be audio and/or visually recorded by the Township, with the exception of

meetings closed to the public, in accordance with the Municipal Act.

4.3 Location, Date and Time of Meetings

- a) Committee of the Whole, regular, special and public meetings shall take place in the Council Chambers of the Town Hall, 2 Mille Roches Road, Long Sault, unless Council selects an alternate location and appropriate notice is provided pursuant to Section 4.1.
- b) Committee of the whole, regular, special and public meetings shall take place at 5:00 p.m., unless Council selects an alternate time and appropriate notice is provided pursuant to Section 4.1.
- c) Regular meetings shall be held on the second and fourth Wednesday of each month, unless otherwise determined by Council and appropriate notice is provided pursuant to Section 4.1.
- d) Notwithstanding Section 4.3 c) there will only be one regular meeting during the months of February, July, August and December in accordance with the annual meeting schedule.
- e) In the event the regular meeting date falls on a public holiday, the Council or committee shall meet at the same hour on the next day not being a public holiday.
- f) If required, committee of the whole and/or special meetings shall be held on the third Tuesday of each month, unless otherwise determined by Council and appropriate notice is provided pursuant to Section 4.1.
- g) The CAO or Clerk, in consultation with the Mayor, has the authority to cancel any regular meeting if it is determined there is not sufficient business to be conducted, provided public notice is given within forty-eight (48) hours of the meeting.
- h) The chair of an Ad Hoc or Advisory Committee, in consultation with the relevant staff member, has the authority to cancel any committee meeting, if it is determined there is not sufficient business to be conducted, provided public notice is given withing forty-eight (48) hours of the meeting.

4.4 Quorum and Commencement of Meetings

- a) Unless there is a quorum present within fifteen minutes after the time appointed for the meeting of the Council or committee, the Council or committee shall stand adjourned until the next meeting date.
- b) As soon as there is a quorum present, the Mayor or chair shall call the members to order. In the absence of the Mayor or chair, the Deputy Mayor shall preside until the arrival of the Mayor.
- c) In the absence of the Mayor and Deputy Mayor, the Clerk shall call the members to order and the Council shall choose a chair from the members present and that person shall preside over the meeting or until the arrival of the Mayor or chair.
- d) For committee meetings, in the absence of the chair, the relevant staff member shall call the members to order and the committee shall choose a chair from the members present and that person shall preside over the meeting or until the arrival of the chair.

- e) If at any time during a meeting quorum is lost, the meeting shall automatically be recessed until a quorum is re-established. If the loss of a quorum continues for thirty minutes, the meeting shall stand adjourned either until the next regular meeting or until a special meeting is called to deal with the matters remaining from the adjourned meeting. This clause shall also apply if quorum is lost during an electronic meeting because of technology issues.

4.5 Disclosure of Pecuniary Interest

- a) Prior to a particular matter being addressed, members shall declare any pecuniary interests they may have, and the general nature thereof, in connection with that matter pursuant to the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50, as amended. Such members shall then be precluded from participating in any way regarding the matter in question.
- b) The Clerk must note the disclosure of pecuniary interest in the minutes and the registry of declarations, available to the public.
- c) Members may also declare a general conflict of interest pursuant to the Code of Conduct in the same manner as a pecuniary interest above.

4.6 Closed Meetings

4.6.1 General Principles

- a) Meetings shall be open to the public.
- b) Notwithstanding Section 4.6.1(a), a meeting or part of a meeting may be closed to the public in accordance with Section 239 (2), (3) and (3.1) of the Act.
- c) Council shall approve and maintain a closed meeting Protocol.

4.6.2 Date and time of Meetings

Further to Section 4.3:

- a) A closed meeting, when required, may be scheduled within a regular, special or Committee of the Whole meeting as outlined in the respective Order of Business.

4.6.3 Resolution

- a) Prior to holding a closed meeting, Council or committee shall state by resolution in an open meeting that Council or committee will be holding a closed meeting, the subject matter and the permitted closed meeting exemption under the Act.

4.6.4 Recording of Minutes

- a) The Clerk and/or their designate shall attend all closed meetings and record the proceedings, including procedural motions and direction given to staff, without note or comment.
- b) The Clerk may delegate the Clerk's duties with respect to recording minutes in a closed meeting of Council or committee to a staff person.

4.6.5 Reporting in Open Session

- a) The Mayor or chair shall report out in an open meeting immediately following the closed meeting and summarize the actions taken in the closed meeting, as necessary.
- b) Matters discussed in a closed meeting which require a decision will be brought forward to an open meeting of Council or committee.

4.6.6 Closed Meeting Voting

- a) In relation to a matter considered in a closed meeting pursuant to Section 4.6.1(b), Council or committee may only vote:
 - i. On procedural motions;
 - ii. On motions to rise, report and introduce a proposed recommendation on an open meeting agenda; or
 - iii. To give direction to staff or a third party of the Township.
- b) Notwithstanding Section 4.11(g), votes held in closed meetings shall be by a show of hands unless a recorded vote is requested by a member in accordance with the regulations contained in the Act.

4.6.7 Resolution from Closed Meeting Investigator

If an investigation of a closed meeting is completed, the investigator's report will be considered by Council during an open regular meeting and a resolution passed to address recommendations resulting from the investigation.

4.7 Presentations

- a) Ceremonial presentations and/or awards may be made at a Council meeting.
- b) A presentation or award may be given by the Chair, member of Council, Township staff or a representative from another government agency or any person or organization invited by Council to make a presentation as may, from time to time, be considered appropriate.

4.8 Delegations

- a) A delegate may address Council or committee for a period of time not exceeding ten minutes. Council or committee may extend the ten minute time period by a majority vote of the members present. Such a motion shall be decided without debate. Moreover, delegates will be afforded one opportunity to a maximum of three minutes, to respond to question(s) of Council.
- b) For the purpose of Council and committee meeting agendas, delegates have until 10:00 a.m. on the Friday of the week prior to the meeting to notify the Clerk that they wish to attend as a delegate or to submit written submissions.
- c) Such submissions shall include all information to be provided to Council, clearly outline requested action of Council and the contact information of a spokesperson chosen by the delegation to speak.
- d) No delegation shall be made to Council or committee on matters relating to litigation or potential litigation, including those matters which are before and under the jurisdiction of any court or administrative tribunals unless such matter is referred to Council by the said administrative tribunal or court.
- e) No delegate shall speak on a matter that is not within the jurisdiction of the Council or committee. The Mayor and committee chairs in consultation with the Clerk will determine if a matter is within the jurisdiction of the Council or committee.
- f) No delegations shall be permitted to closed Agenda items.

4.9 Written Submissions/Petitions

- a) Petitions may be submitted in written or electronic format

provided that it meets the requirements set out in a petition policy approved by Council and provided that it is filed with Clerk by the timelines specified in Section 4.8 b) for inclusion on the agenda.

- b) Petitions shall include a statement or position and legible names of a minimum of five (5) signatories who reside in the Township.
- c) Petitions shall not contain any obscene or improper matter or language.
- d) The individual or group initiating the petition, or submitting the petition to the Clerk, must provide a key contact name, mailing address, and telephone contact information.
- e) Written submissions for Council budget meetings shall only be accepted for those budget meetings designated for receiving written submissions.

4.10 Motions and Order of Voting

- a) After a motion has been moved and seconded, it shall be deemed to be in the possession of Council or committee. Council or committee may consent to the withdrawal of the motion at any time before amendment or decision.
- b) Council or committee shall not debate any motion until it has been moved and seconded. When a motion has been seconded, it may upon request, be read or stated by the Mayor, chair or Clerk at any time during the debate.
- c) Whenever the Mayor or chair is of the opinion that an amending motion is contrary to the main motion, the Mayor or chair shall apprise the members thereof immediately. A Member of Council or committee may appeal the ruling of the Mayor or chair to Council or committee by expressing a point of order. However, if there is no appeal, the decision of the Mayor or chair shall be final. The Council or committee, if appealed to, shall vote on the motion without debate and its decision shall be final.
- d) A motion in respect of a matter which is not within the jurisdiction of the Council or committee shall not be in order. The Mayor or chair, in consultation with the Clerk, will determine if the matter is within the jurisdiction of Council or committee.
- e) When a motion is under consideration, no other motion shall be received unless it is a motion:
 - i. To refer the motion to committee, Council, staff or any other person or body. Such a motion to refer:
 - a. is open to debate;
 - b. is amendable; and
 - c. shall preclude amendment or debate of the preceding motion.
 - ii. To amend the motion. Such a motion to amend:
 - a. is open to debate;
 - b. shall not propose a direct negative to the main motion;
 - c. shall be relevant to the main motion;
 - d. is subject to only one further amendment, and any amendment more than one must be to the main motion; and
 - e. if more than one, shall be put in the reverse order

to that in which they were moved, and shall be decided or withdrawn before the main motion is put to the vote.

- iii. To defer the motion to another time. Such a motion to defer:
 - a. is not open to debate;
 - b. is not subject to amendment; and
 - c. applies to the main motion and any amendments thereto under debate at the time the motion to defer is made.
- iv. To adjourn the meeting notwithstanding Section 4.1 d). Such a motion to adjourn:
 - a. is not open to debate;
 - b. is not subject to amendment; and
 - c. shall always be in order.
- v. To call a vote on the motion. Such a motion to call a vote on the motion:
 - a. cannot be amended;
 - b. cannot be proposed when there is an amendment under consideration;
 - c. when resolved in the affirmative, shall be followed by voting on the motion, without further debate or amendment of the motion;
 - d. when resolved in the negative, shall be followed by resumption of debate; and
 - e. shall always be in order.
- f) Once all motions relating to the main motion have been dealt with, and once the main motion is put to a vote, there shall be no further discussion or debate and the motion shall be immediately voted on.
- g) A motion may be voted against by the mover and seconder.

4.11 Voting at Open Meetings

- a) When one or more motions as set out in Section 4.10 have been made, the order of the vote shall be as follows:
 - i. To defer the motion;
 - ii. To refer the motion;
 - iii. Upon the amendments in the reverse order to that in which they were moved, dealing with an amendment to an amendment immediately before the amendment it proposes to amend; and
 - iv. Then, upon the main motion or upon the main motion as amended, if any amendments have been carried.
- b) Except as otherwise provided, every Member of Council or committee shall have one vote.
- c) Any motion on which there is a tie vote shall be deemed to be defeated, except where otherwise provided by any Act.
- d) A failure to vote by a member who is present at the meeting at the time of the vote and who is qualified to vote shall be deemed to be a negative vote.

- e) When the motion under consideration contains distinct clauses, and a member has requested to vote on each distinct clause, then a vote shall be taken separately on each clause; including each clause added by way of an amendment.
- f) After a vote has been called by the Mayor or chair, no member shall be recognized to speak to the motion or make any other motion until after the result of the vote has been declared.
- g) Unless otherwise requested by a member, no vote is required for the following motions:
 - i. Adjournment;
 - ii. Extend the adjournment time;
 - iii. Recess; and/or
 - iv. Moving out of a closed meeting.
- h) When a member requests a recorded vote, the Clerk shall call the name of each member present and eligible to vote. The Clerk shall announce the names of the members in alphabetical order, followed by the Deputy Mayor and then the Mayor. At the conclusion of the vote the Clerk shall inform the Mayor/chair of the outcome of the vote and record it in the minutes. A request for a recorded vote can only be made immediately before or after the taking of the vote.

4.12 Points of Order or Privilege

4.12.1 Point of Order

- a) A member may raise a point of order at any time if they consider that there has been a departure from or contravention of the rules, procedures or accepted practices of Council, whereupon the Mayor or chair shall:
 - i. Interrupt the matter under consideration;
 - ii. Ask the member raising the point of order to state the substance of and the basis for the point of order; and
 - iii. Rule on the point of order immediately without debate by Council or committee.
- b) A Member of Council or committee may appeal the ruling of the Mayor or chair to Council or committee which will then decide on the appeal, without debate, by way of a majority vote of the members present. If there is no appeal, the decision of the Mayor or chair shall be final.

4.12.2 Point of Privilege

- a) A member may raise a point of privilege at any time if they consider that their integrity, the integrity of Council or the committee as a whole or staff has been impugned, whereupon the Mayor or chair shall:
 - i. Interrupt the matter under consideration;
 - ii. Ask the member raising the point of privilege to state the substance of and the basis for the point of privilege; and
 - iii. Rule on the point of privilege immediately without debate by Council or committee.
- b) A Member of Council or committee may appeal the ruling of the Mayor or chair to Council or committee.
- c) If there is no appeal, the decision of the Mayor or chair shall be final. The Council or committee, if appealed to, shall vote on

the motion without debate by way of a majority vote of the members present and its decision shall be final.

- d) Where the Mayor or chair considers that the integrity of any Township employee has been impugned or questioned, the Mayor or chair may permit staff to make a statement to Council or committee.

4.13 Adjournment of Council and Committee of the Whole Meetings

- a) Council shall adjourn at 8:00 p.m. unless otherwise decided before that hour by a majority vote of the members present. If Council is adjourned before the agenda is completed, Council shall establish a time and date for consideration of the balance of the agenda.
- b) A motion to adjourn may be made by any member who has been recognized by the Mayor or chair. The motion must be moved and seconded. A motion to adjourn shall not be made during a vote on any other motion and shall be out of order in circumstances where a delegation(s) has not been completed.
- c) Notwithstanding anything to the contrary in this Section, a member may move a motion to extend the adjournment time. A motion to extend the adjournment time is not debatable or amendable, except to determine if any other time sensitive issues on the agenda, identified by the Clerk, ought to be dealt with prior to adjournment.

5. Regular Meetings of Council

The rules and procedures contained in Sections 3 and 4 shall apply with necessary changes to all meetings of Council and committees.

5.1 Order of Business

The Clerk, in consultation with the Mayor and staff, shall have discretion to prepare for the use of members, an agenda containing the following:

- Call to Order
- Confirmation of Agenda
- Disclosure of Pecuniary Interest
- Presentations
- Public Meeting
- Delegations
- Confirmation of Minutes
- Consent Agenda
- Items for Consideration
- Key information Reports
- Action Requests
- By-laws
- Committee / Member Announcements and Updates
- Notice of Motion
- New Business
- Closed Meeting Summary

- Confirmation By-law
- Adjournment

5.2 Confirmation of Council and Committee of the Whole Minutes

- The Clerk shall present the minutes, without note or comment, of any previous open or committee meetings to Council for adoption. Closed meeting minutes will be presented for adoption at the next closed meeting.
- When the minutes of Committee of the Whole, or any Council meeting, have been adopted, the Mayor and Clerk shall sign them.
- The Clerk shall be authorized to make minor corrections to the minutes as a result of typographical errors, provided the intent is not changed.

5.3 Council Consent Agenda

- The Council consent agenda may consist of the following items that do not have presentations or delegations:
 - Quarterly financial summaries
 - Township Ad Hoc or Advisory Committee minutes
 - Department activity summaries
 - Communication
 - Items as directed by the Clerk or CAO
- Council Members may identify any items contained on the consent agenda which they wish to speak to and seek action and the matter shall be extracted from the consent agenda to be dealt with separately under items for discussion.
- Notwithstanding Section 5.3 (b), Council members may seek clarification about any consent item without extracting the item from the consent agenda.
- The balance of items on the consent agenda, which have not been extracted, shall be voted on in one motion.

5.4 Items for Consideration

Items for discussion shall consist of the items that have been identified from within the consent agenda and all other matters on the agenda requiring a decision of Council or committee.

5.5 Key Information Items

Key Information Reports may be provided to Council as information items or to facilitate further discussion/action at a subsequent meeting.

5.6 Reconsideration of a Council Decision

- Council may reconsider an entire resolution that was decided during any term of Council. A reconsideration of a portion of a resolution shall not be permitted. Such reconsideration can either amend the previous decision or rescind it.
 - No resolution shall be reconsidered more than once during the term of Council, unless there is a material change in circumstance that requires reconsideration immediately.
 - A motion to reconsider shall not be reconsidered.

- b) A resolution that was decided by Council cannot be reconsidered if action has been taken in implementing the resolution resulting in legally binding commitments that are in place on the date the motion to reconsider is considered by Council.
- c) If Council passes a resolution and adopts the same matter by by-law, only the resolution may be reconsidered. If the decision resulting from the reconsideration warrants, the by-law will be amended or repealed accordingly.
- d) A motion to reconsider shall be introduced by way of a notice of motion to Council pursuant to Section 5.10.
- e) Only a Member of Council who voted with the majority in respect of a previous decision or who was absent from the vote or was not a Member of Council at the time may move or second a motion for reconsideration.
- f) A motion to reconsider must be carried in the affirmative by a vote of two-thirds of the entire Council.
- g) If a motion to reconsider is decided in the affirmative:
 - i. The reconsideration effectively returns Council to just prior to the original Council decision.
 - ii. Reconsideration of the original motion shall then be the next order of business unless the motion specifies a future date.
- h) A notice of reconsideration received from the Ontario Land Tribunal shall not be deemed a reconsideration of a Council decision.

5.7 Action Requests

All Action Requests presented to Council as part of the agenda will be in a written format complete with draft motion and approved by the CAO or designate.

5.8 By-laws

- a) A complete copy of every proposed by-law shall be brought to the Council meeting and be available to any person interested in reviewing.
- b) The Clerk shall be responsible for the correctness of all by-laws should they be amended at a Council meeting.
- c) Every by-law passed by Council shall:
 - i. Be signed by the Mayor, or the presiding officer;
 - ii. Be signed by the Clerk or designate;
 - iii. Be sealed with the Township seal; and
 - iv. Indicate the date of passage.
- d) Council shall enact a by-law to confirm all actions taken by Council at every regular meeting.
- e) The Clerk shall be authorized to make minor corrections to by-laws as a result of typographical errors, provided the intent is not changed.

5.9 Committee and Member Announcements

At each regular meeting, members of Council shall have the opportunity to report on their respective Committee activity or recent activities undertaken and of interest to the community.

5.10 Notices of Motion

- a) Every notice of motion shall be submitted in writing to the Clerk prior to the regular agenda deadline for inclusion on any regular Council or committee meeting agenda.
- b) A notice of motion shall not be debated or considered or otherwise disposed of unless the mover of the motion is in attendance.
- c) The motion for which notice has been given shall be included as a motion on an agenda of a regular Council meeting.

5.11 New Business

A member may present and introduce any matter of new business during the New Business portion of the meeting and shall have regard for the following:

- a) Members are encouraged to raise operational matters prior to the meeting through the Clerk; and
- b) Members are discouraged from raising substantive policy matters.

5.12 Closed Meeting Summary

Following a closed meeting of Council or committee, the Mayor or chair shall disclose, in a general manner, how the agenda items were dealt with in the closed meeting.

5.13 Confirmatory By-law

A by-law to confirm the proceedings and resolutions of Council at its meeting shall be presented at the conclusion of each regular meeting. Such by-law shall confirm any motion, resolution and other action passed or taken by Council at the meeting.

6. Public Meetings

The rules and procedures contained in Sections 3, 4 and 5 shall apply with necessary changes to any public meeting.

Public meetings shall consider matters where a public meeting is required to hear applications under the Planning Act or to obtain public input for other purposes.

6.1 Public Notice of Meetings

Notwithstanding Section 4.1, staff shall give legislated notice of items on any agenda for a statutory public meeting in accordance with the applicable legislation.

6.2 Location, Date and Time of Meetings

Notwithstanding Section 4.2:

6.2.1 Time of Meetings

As appropriate, planning public meetings may be held within the agenda of a regular meeting.

6.2.2 Alternate Date

A planning public meeting may be called for an alternate date and time provided adequate notice is given.

6.3 Order of Business

The Clerk, in consultation with the Mayor and staff, shall have discretion to prepare for the use of members an agenda for a

public meeting containing the following:

- Call to Order
- Disclosure of Pecuniary Interest
- Public Meeting
- Adjournment

6.4 Delegations

- a) Notwithstanding Section 4.9 a), the time limitation for individuals speaking at a public meeting shall not exceed five minutes. Council may extend the five-minute time period by a majority vote of the Council Members present, without debate.
- b) Council may ask questions of staff after a staff presentation and prior to delegates addressing Council.
- c) The applicant or their agent is not limited to 5 minutes when responding to questions.

7. Committee of the Whole Meetings

The rules and procedures contained in Sections 3, 4 and 5 shall apply to a Committee of the Whole meeting, with necessary changes.

7.1 Order of Business

The Clerk, in consultation with the Mayor and staff, shall have discretion to prepare for the use of members, an agenda for the Committee of the Whole meeting containing the following:

- Call to Order
- Disclosure of Pecuniary Interest
- Delegations
- Key Information Reports
- New Business
- Closed Meeting Summary
- Adjournment

8. Special Council Meetings

The rules and procedures contained in Sections 3, 4 and 5 shall apply with necessary changes to Special Council Meetings.

8.1 Calling of Special Council Meetings

- a) The Mayor may at any time summon a special meeting of Council with 48 hours notice. The Mayor shall also summon a special meeting of Council when so requested in writing by a majority of Members of Council.
- b) Upon receipt of a written petition of the majority of the Members of Council, the Clerk shall summon a special meeting for the purpose mentioned in the petition.
- c) Upon the calling of a special meeting, the Clerk shall give notice to all members, not less than 48 hours prior to the time fixed for the meeting of the:
 - time;
 - place; and
 - business to be considered.
- d) On emergency or extraordinary occasions, the Mayor may call a

special Council meeting without the notice provided in Section 8.1 (a).

- e) Only items disclosed on the meeting agenda may be considered by Council. Items will not be added to the special meeting agenda.

8.2 Order of Business

The Clerk, in consultation with the Mayor and staff, shall have discretion to prepare for the use of members, an agenda for a Special Council meeting containing the following:

- Call to Order
- Disclosure of Pecuniary Interest
- Delegations
- Staff Reports (Action Request or Key Information Report)
- Closed Meeting Summary
- Adjournment

9. Electronic Participation in Meetings

- a) Any member of Council may participate in any open or closed Regular, Council, Special Council, Public or Committee meeting electronically and be counted for the purpose of establishing quorum for up to 3 meetings in a calendar year. Thereafter, the consent of Council is required.
- b) Notwithstanding Section 9 a), members of Council may participate electronically for more than 3 consecutive meetings without seeking Council's consent in a declared emergency.
- c) Members are permitted the opportunity to vote when participating electronically, unless they have declared a conflict of interest.
- d) Members must provide the Clerk 48 hours notice of their intent to participate electronically to ensure the proper technology is enabled, unless extraordinary circumstances apply.
- e) A member who joins a meeting via electronic participation partway through the meeting shall advise the Chair and Clerk of their attendance at the meeting.
- f) A member who is participating electronically in a meeting who, for any reason, will no longer be attending the meeting prior to adjournment, shall advise the Chair and Clerk of their absence from the meeting.
- g) In accordance with Section 4.5 and pursuant to the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50, as amended, members who have declared a pecuniary interest regarding a matter being discussed, and are participating electronically, shall turn their camera and microphone off and not participate in any way with respect to the matter in question. A Member who has declared a conflict of interest may not attend a closed session electronically where the subject matter of their declaration of conflict of interest is discussed.
- h) Any member participating electronically may not have any other person present with them when in closed session and they may be asked to demonstrate that they are not with any person.
- i) Electronic participation may be available for delegations via

telephone, videoconferencing software and/or other technology methods deemed appropriate by the Corporate Services department, and in accordance with the rules set out in Section 4.8.

- j) If deemed appropriate by the Corporate Services department, members of an advisory committee, local board, agency, or association may participate in meetings electronically as prescribed in Sections 9 a) through e), above.
- k) If the public is not permitted to attend the meeting in person due to an emergency situation and/or due to technical difficulty, the live stream fails, the meeting will adjourn and be re-scheduled with notice provided pursuant to Section 4.1.

10. Inaugural Council Meeting

- a) The first meeting of Council following a regular election shall be held on first weekday following November 15, being the first day of the new term, at 6:00 p.m. in the Council Chambers or at such alternate location as determined by the Clerk.

The Clerk shall prepare the Inaugural Agenda as follows:

- Opening
 - Declaration of Office
 - Presentations
 - Comments by Council
 - Mayor's Inaugural Address
 - Adjournment
- b) At the inaugural meeting, each member present shall make his or her declaration of office and sign Council's Code of Conduct.
 - c) Council shall not proceed with any regular business at this meeting.

11. Members of County Council

11.1 Mayor and Deputy Mayor

The Mayor and Deputy Mayor shall become Members of Council of the United Counties of Stormont, Dundas and Glengarry upon:

- Certification from the Clerk of the lower tier; and
- Taking the Declaration of Office for the position at the upper tier.

11.2 Alternate Member of Council

The Councillor with the greatest number of votes from the Municipal Election, shall become the Alternate Member of Council of the United Counties of Stormont, Dundas and Glengarry upon:

- Certification from the Clerk of the lower tier; and
- Taking the Declaration of Office for the position at the upper tier.

11.3 Alternate Member of Council Appointed

Notwithstanding 11.2 above, where the alternate member, as determined by Section 11.2, is unwilling or unable to serve as alternate member, Council may appoint a substitute alternate member to represent the Township of South Stormont as the

Alternate Member of Council of the United Counties of Stormont, Dundas and Glengarry.

11.4 Responsibility of Alternate Member of Council

- a) The alternate member of Council shall exercise all the rights of a member of Council of the United Counties of Stormont, Dundas and Glengarry, solely for the meeting so attended where either of the Mayor or Deputy Mayor are not able to attend.
- b) The alternate member of Council shall adhere to the provisions of the United Counties of Stormont Dundas and Glengarry Procedural By-law.

12. Committees

12.1 Appointments to Ad Hoc or Advisory Committees of Council

- a) Council may appoint Ad Hoc or Advisory committees to consider a specific matter and report to Council.
- b) Terms of reference, with defined timelines, shall be presented for approval at the time an Ad Hoc or Advisory committee is established.
- c) Appointments of members of the public will be undertaken as follows:
 - Public notice inviting applications from residents and business owners of the Township;
 - Following the close of the period for soliciting applications, a list of applications shall be presented to Council during a Closed Meeting; and
 - The successful applicant(s) will be appointed by by-law during a regular meeting.
- d) The Mayor is ex-officio on all committees and:
 - May attend meetings;
 - Attendance does not count towards quorum; and
 - May participate in meetings, however cannot serve as chair and does not have a vote.
- a) Only the members of an Ad Hoc or Advisory committee shall participate in debate or ask questions at the respective committee meetings.
- b) The appointment of a member of the public to an Ad Hoc or Advisory committee may be forfeited if the member is absent from meetings of the committee for three (3) consecutive months without being authorized to do so by a resolution of Council. Moreover, should the member re-locate outside the municipality, their appointment will be forfeited.

12.2 Council Member Appointment to Committees

Members of Council shall be appointed by the Mayor, in consultation with Council, to sit on various Committees of Council for a two-year term, unless otherwise required by legislation. These appointments will be confirmed at a regular meeting of Council.

13. Correspondence

13.1 Correspondence

- a) All correspondence addressed to Members of Council shall be directed through the Clerk and considered public information, except as prohibited by legislation.
- b) Correspondence may consist of the following items:
 - Resolution support requests;
 - Correspondence received that may be of interest to Members of Council;
 - Intergovernmental consultations; and
 - Items available in the Clerk's Office.
- c) All correspondence addressed to Members of Council shall be legible and signed by the author. Correspondence that does not include the above or that includes any illegible or defamatory allegations or derogatory remarks shall not be included as correspondence or responded to.
- d) Correspondence will be circulated by Corporate Services to Members of Council and relevant staff as received.
- e) Council's receipt of correspondence does not constitute endorsement by the Municipality of the correspondence or its contents or any recommendations contained, or actions advocated therein.
- a) Through the Clerk, Members of Council may request Correspondence Items be placed on the appropriate Council agenda for discussion.

14. General Rules

14.1 Robert's Rules of Order

In relation to the proceedings of Council and committees and for which Rules of Procedure have not been provided in this by-law, Robert's Rules of Order shall be referenced where practicable.

14.2 Other General Information

- 14.2.1** This by-law comes into force on September XX, 2021.
- 14.2.2** The short title of this by-law is the Procedural By-law.
- 14.2.3** Appendix 1, the "Motions Table", forms part of this by-law and shall be used as a reference.

15. Procedural By-laws for Other Boards, Committees or Commissions

Where a board, committee or commission of the Township has not adopted a procedural by-law, such board, committee or commission shall be deemed to have adopted this procedural by-law with necessary modifications including the requirement that all meetings be open to the public, subject to the same exceptions applicable to Council meetings as set out herein.

16. Repeal of Previous By-law

By-law No. 2020-044 is hereby repealed.

READ AND PASSED in open Council, signed and sealed this 22nd day of September, 2021.

Mayor

Clerk

17. Appendix 1

Table 1 Motions Table

| Motion | Debatable | Non-debatable | Amendable | Non-amendable | Special Majority |
|--|-----------|---------------|-----------|---------------|---|
| Adjourn | No | Yes | No | Yes | |
| Point of privilege | No | Yes | No | Yes | Chair Rules* |
| Point of order | No | Yes | No | Yes | Chair Rules* |
| Call a vote on the motion | No | Yes | No | Yes | |
| Motion to amend | Yes | No | Yes | No | |
| Defer | No | Yes | No | Yes | |
| Refer | Yes | No | Yes | No | |
| Extend Council meeting beyond 8:00 p.m. | Yes | No | No | Yes | Majority of the members present |
| Extend Committee of the Whole meeting beyond 8:00 p.m. | Yes | No | No | Yes | Majority of the members present |
| Reconsideration | Yes | No | No | Yes | Two-thirds of entire Members of Council |

| Motion | Debatable | Non-debatable | Amendable | Non-amendable | Special Majority |
|---|-----------|---------------|-----------|---------------|---|
| Appeal the chair’s ruling | No | Yes | No | Yes | |
| Suspend the Rules of Procedure | No | Yes | No | Yes | Two-thirds of entire Members of Council |
| Extend delegation speaking time beyond the five or ten minutes, whichever is applicable | No | Yes | No | Yes | |

* A point of order/privilege is ruled on by the Mayor/chair. Any member may appeal the chair’s ruling which must then be decided by a majority vote of the members present without debate.

DRAFT



To: Council
From: Kevin Amelotte – Director of Parks and Recreation
Date of Meeting: September 22, 2021
Subject: By-law No. 2021-070 Transfer Payment Agreement under the ICIP Community Culture and Recreation Stream

Recommendation:

That By-law No. 2021-070, being a by-law to authorize a Transfer Payment Agreement under the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream, be read and passed in open Council, signed and sealed this 22nd day of September 2021.

Executive Summary:

Staff completed applications for project funding under the ICIP Community Culture and Recreation Stream in November 2019. In May 2021, staff and Council were notified by the Province of Ontario and the Federal Government of Canada that South Stormont was successful in obtaining funding for the following projects:

- **Play Structure Upgrades: Total Investment of \$155,250.00**
Total cost to provide play structure upgrades at both MacLennan Park in Rosedale Terrace and Arnold Bethune Park in Long Sault. The funding will cover 73% of the total cost and the balance was approved by Council in the 2021 Township budget under capital projects.
 - **Community Park Pavilions: Total Investment of \$291,500.00**
Total cost to provide construction of 20' x 40' pavilions in community parks including Ingleside Community Park, Arnold Bethune Park, Simon Fraser Park, and Ault Park (Lost Villages Museum). The funding will cover 73% of the total investment and the balance will be included as part of the 2022 Township budget under capital projects.
-

Background:

Council has previously supported the application of these projects in 2019 and again during budget deliberation in 2021.

The Transfer Payment Agreement TPA is standard practice and provides the necessary documents to be signed to bind all parties during the term of the

projects for items such as payment of funds, signage requirements, reporting requirements, etc.

Alignment with Community Strategic Plan:

Goal 2: Sustainable Infrastructure

Objective 5.2: Recreation and Culture

Risk and Asset Management Considerations:

Play structure upgrades were deemed necessary for replacement due to inspection infractions in 2019 and the structures had reached their full life expectancy.

The construction of pavilions will further enhance the service provided within our community parks.

Options:

1. That Council authorize By-law No. 2021-070 for a Transfer Payment Agreement under the ICIP Community Culture and Recreation Stream.
2. Other.

Financial Impact:

The ICIP funding covers 73% of the total cost of the projects.

Others Consulted:

Province of Ontario

Federal Government of Canada

Various members of the public

Township staff

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-070

BEING a by-law to authorize a Transfer Payment Agreement between the Township of South Stormont and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure.

WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

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

AND WHEREAS the Township of South Stormont is desirous of entering into an Agreement with Her Majesty the Queen in Right of Ontario hereby represented by the Minister of Infrastructure to receive funding under the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. That the Corporation of the Township of South Stormont enters into an Agreement with Her Majesty the Queen in Right of Ontario hereby represented by the Minister of Infrastructure to receive funding under the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream.
2. That the Mayor and Director of Corporate Services/Clerk of the municipality are hereby authorized and directed on behalf of the Township of South Stormont to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law.
3. Any other by-laws inconsistent with this by-law are hereby repealed.

READ and passed in open Council, signed and sealed this 22nd day of September 2021.

Mayor

Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COMMUNITY, CULTURE AND RECREATION STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation (CCR) 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 -

Corporation of the Township of South Stormont

(CRA# 874383094)

(the “**Recipient**”)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

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 Community, Culture and Recreation 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 Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of

the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement. The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
- (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
- (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iv) any other means with the other Party’s prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

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

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the 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 (if
applicable)

Corporation of the Township of South Stormont

Date

Name: Bryan McGillis
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Loriann Harbers
Title: Director of Corporate Services/Clerk

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), 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.

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

“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 March 31, 2027.

“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.

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 meets the outcomes of the Community, Culture and Recreation stream, being:
 - (i) Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.
- (f) 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 March 31, 2027.

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 forty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess;

- (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 Recipient has fulfilled all of its obligations under the Agreement for the Project.

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

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

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

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

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

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

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

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of 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 until March 31, 2034 :

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to 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, 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 Terms, 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*;
 - (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 to the satisfaction of the Province with:
 - (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (ii) 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
 - (iii) 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 annually 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:

| | |
|--|--|
| Contact information for the purposes of Notice to the Province | Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3 Attention: Manager, Program Delivery Unit Email: ICIPculture@ontario.ca |
| Contact information for the purposes of Notice to the Recipient | Position: Director of Parks and Rec Address: 2 Mille Roches Road Long Sault, Ontario K0C1P0 Email: kevin@southstormont.ca |

**[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

C.1.1 Project Description. The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information).

C.2.0 PROJECT STANDARDS

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

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

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

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

SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, FINANCIAL INFORMATION AND REPORTING TIMELINE

| | |
|---|-------------------------|
| CASE NUMBER: | 2019-11-1-1421770085 |
| PROJECT NAME: | Play Structure Upgrades |
| FEDERAL APPROVAL DATE (mm/dd/yyyy) | 1/27/2021 |
| PROJECT DESCRIPTION: | |
| <p>The project will complete play structure upgrades to two aging play structures at the Arnold Bethune Memorial Park and the MacLennan Park in the Township of South Stormont.</p> <p>Project activities include: the installation of accessible surfacing for the play structure area, installation of a play structure that exceeds accessibility requirements, and the removal of the current structure and pea stone sufacing (the asset is unsafe and does not meet accessibility requirements).</p> <p>The project will enhance the safety and accessibility of play structures at the Arnold Bethune Memorial Park and the MacLennan Park. These parks serve hundreds of community residents.</p> | |

| Total Eligible Expenditures of the Project (\$) | Canada's Maximum Contribution (\$) | Percentage of Federal Support (%) | Ontario's Maximum Contribution (\$) | Percentage of Provincial Support (%) | Progress Reports Refer to Schedule D – Reports for final Progress Report |
|--|---|--|--|---|--|
| 155,250.00 | 62,100.00 | 40% | 51,744.83 | 33.33% | For 2021: October 1 |

SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, FINANCIAL INFORMATION AND REPORTING TIMELINE

| | |
|---|-------------------------------------|
| CASE NUMBER: | 2019-10-1-1419238020 |
| PROJECT NAME: | Community Parks - Pavilion Projects |
| FEDERAL APPROVAL DATE (mm/dd/yyyy) | 2/18/2021 |
| PROJECT DESCRIPTION: | |
| <p>The purpose of the project is to: provide residents and tourists that visit the Community Parks of St. Andrews West, Ingleside, Long Sault, and Lakeview Heights a sheltered, accessible location that will further enhance recreation and culture; provide the Community Parks with pavilions that will provide space for programs, events, and historical activities; and improve accessibility of the Community Parks by providing a space for all users that will protect from the sun and other inclement weather. The scope of the project includes providing four community parks with a 20' X 40' pavilion on a concrete slab. Cost includes mobilization, excavation, concrete work, framing, roofing, and finishes. These parks are equipped with play structures, picnic areas, tennis courts, and water features (pool, splash pad). The 4 pavilions will serve the residents of Township of South Stormont (13,000), park users and tourists, including: over 500 soccer program registrants; 4 elementary schools that are within walking distance from the parks; pool users including, but not limited to, approximately 360 swimming lesson registrants and 1500+ public swimmers; and, tourists at the Lost Villages Museum that is located in Lakeview Heights (approximately 8000 visitors in 2019).</p> | |

| Total Eligible Expenditures of the Project (\$) | Canada's Maximum Contribution (\$) | Percentage of Federal Support (%) | Ontario's Maximum Contribution (\$) | Percentage of Provincial Support (%) | Progress Reports Refer to Schedule D – Reports for final Progress Report |
|--|---|--|--|---|--|
| 291,500.00 | 116,600.00 | 40% | 97,156.95 | 33.33% | For 2021: October 1 For 2022: March 1, September 1 |

[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) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be prescribed by the Province. The Recipient will:
 - (i) submit to the Province, up and until the final payment has been made pursuant to Schedule “J” (Request for Payment and Payment Procedures), a Progress Report no less frequently than twice a year on dates to be provided by the Province; and
 - (ii) ensure that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:
 - a. Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
 - b. the construction start date and the construction end date (forecasted and actual where applicable);
 - c. the percentage of the Project that has been completed;
 - d. risks and mitigation strategies;
 - e. confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
 - f. confirmation that all required signage for the Project has been installed.
- (b) **Claim Reports.** Other than for the Final Payment, once per year, the Recipient will submit a request for payment for Eligible Expenditures in respect of the Project to the Province that is in a format to be prescribed by the Province. The request for payment must be submitted by an authorized representative of the Recipient.

Subject to any other information the Province, at its discretion, may require from time to time, a request for payment shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
- (ii) copies of invoices.

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

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
 - (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report that includes a summary of the final timelines, costs, and outcomes (how the Project aligns with provincial and federal objectives);
 - (iii) a Final Payment request, following the form and requirements set out in D1.1(b);
 - (iv) a summary of any Communications Activities made for the Project; and,
 - (v) a photograph of the Project
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

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

D.3.0 RISK ASSESSMENT

- D.3.1 **Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of 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 any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

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

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, 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 March 31, 2027;
- (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) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- (aa) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more 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) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

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

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of 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. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b), 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, including the Final Payment request, in respect of the Project to the Province in accordance with, and on the 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.

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 within 60 Business Days of the Project’s Substantial Completion, or on or before March 31, 2027, whichever is earlier.
- 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 that is received by the Province after:
- (a) 60 Business Days following the Substantial Completion of the project; or,
 - (b) March 31, 2027
- whichever is earlier.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For the Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.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 SOUTH STORMONT

BY-LAW NO. 2021-071

BEING a by-law of the Township of South Stormont to adopt, confirm and ratify matters dealt with by resolution.

WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

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

AND WHEREAS in many cases action that is taken or authorized to be taken by the Township of South Stormont does not lend itself to the passage of an individual by-law.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. That the minutes of the meeting of the Township of South Stormont, held on September 8, 2021 are hereby adopted.
2. That the actions of the Council of the Township of South Stormont at the meeting of September 22, 2021 in respect of each motion and resolution passed and other action taken by the Council of the Township of South Stormont are, except where the prior approval of the Local Planning Appeal Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
3. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Township of South Stormont in the above minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Township of South Stormont.
4. The Mayor and the appropriate officers of the Township of South Stormont are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of South Stormont referred to in the proceeding section.

5. The Mayor, or in the absence of the Mayor, the Deputy Mayor and the Clerk, or in the absence of the Clerk, the Deputy Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of South Stormont.

READ AND PASSED in open Council, signed and sealed this 22nd day of September, 2021.

Mayor

Clerk