



Committee of the Whole

Date: Monday March 9, 2020

Time: 6:00 PM

Location: Council Chambers, 3rd Floor East
Victoria Hall Municipal Building
55 King Street West
Cobourg, Ontario

AGENDA

Inquiries & Accommodations

For inquiries about this agenda, or to make arrangements for accessibility accommodations for persons attending, please contact the Legislative Services Office, at 905-372-4301, or by email at clerk@cobourg.ca.

Alternate Format

The Town of Cobourg is committed to providing services as set out in the Accessibility for Ontarians with Disabilities Act, 2005. If you have accessibility needs and require alternate formats of this document please contact the Legislative Services Department by telephone 905-372-4301 or by e-mail at clerk@cobourg.ca or in person at Victoria Hall, First Floor.


Live Streaming Video

Live streaming video of Municipal Council meetings is available on the town's YouTube channel at which can be accessed on the Town of Cobourg Municipal website www.cobourg.ca.

Public Participation

Members of the public are encouraged to provide Council with their comments and questions. Delegations must be pre-arranged with the Municipal Clerk before the agenda is released on the prescribed [Delegation Request Form](#) no later than 1:00 P.M. on the Friday preceding the Council or Committee Meeting. Additionally, Members of the Public who wish to address Council to make informal inquiries or to comment on matters of municipal business may address Council during the Open Forum at the end of each Committee of the Whole Meeting.

All personal information related to Municipal Council Business is collected under the Municipal Act, 2001. Any personal information you choose to disclose in your correspondence will be used to receive your views on the relevant issue(s) to enable the Town to make its decision on the matter. This information will become part of the public record. Copies of Agendas, Minutes, Reports, By-laws and Resolutions are available at: cobourg.civicweb.net.

	THE CORPORATION OF THE TOWN OF COBOURG
	COMMITTEE OF THE WHOLE AGENDA
	Monday March 9, 2020 at 6:00 PM Council Chambers, Victoria Hall, Cobourg

A Committee of the Whole meeting of the Cobourg Municipal Council will be held on Monday March 9, 2020 at 6:00 PM in the Council Chambers, Victoria Hall, Cobourg.

I CALL TO ORDER

II AGENDA ADDITIONS

1. 1. Notice of Hearings of the Committee of Adjustment and Planning Staff Reports for the March 10, 2020 Committee of Adjustment Meeting; and
2. Presentation, Kelly Martel, MHBC Planning Limited, to provide an update on the Affordable and Rental Housing Community Improvement Plan (CIP).

Action Recommended: THAT the matters be added to the Agenda.

III DISCLOSURE OF PECUNIARY INTEREST

IV PRESENTATIONS

1. Kelly Martel, MHBC Planning Limited, to provide an update on the Town of Cobourg Affordable and Rental Housing Community Improvement Plan (CIP). 8 - 18

V DELEGATIONS

1. Meaghan Macdonald (Co-Chair) and Kristina Nairn (Advocacy Subgroup Chair), Northumberland Affordable Housing Committee, regarding a response to the November 25, 2020 Delegation received by Council to present the current state of housing and homelessness in Northumberland County. 19 - 33

VI DELEGATION ACTIONS

VII GENERAL GOVERNMENT SERVICES

Chair, Deputy Mayor Séguin - General Government Services Coordinator

1. Memo from the Treasurer/Interim Chief Administrative Officer, regarding the 2019 Final Report on the Cancellation, Reduction or Refund of Taxes. 34 - 37

Action Recommended: THAT Council receive the second and final Property Tax Adjustment Report for 2019 and approve the reduction of property taxes in the amount of \$56,541.82:

Town of Cobourg	-\$ 23,754.54
County of Northumberland	-\$ 13,528.89
Education	-\$ 19,258.39
DBIA	-\$ NIL

2. Memo from the Treasurer/Interim Chief Administrative Officer, regarding the Town of Cobourg Annual Repayment Limit (ARL). 38 - 41

Action Recommended: THAT Council receive the Memo from the Treasurer/Interim Chief Administrative Officer and the letter from the Ministry of Municipal Affairs and Housing information purposes.

3. Memo from the Municipal Clerk/Manager of Legislative Services, regarding the Municipal Modernization Program - Intake One (1) Town of Cobourg Municipal Service Delivery Review Project - Third Party Contractor Approval KPMG. 42 - 75

Action Recommended: THAT Council receive the report for information purposes; and

FURTHER THAT Council supports the Provincial investment in municipalities to undertake municipal service delivery expenditures by an independent third-party for the purpose of finding savings and efficiencies; and

FURTHER THAT Council enter into an agreement with KPMG to act as the Town's Third-Party Reviewer to review the Town of Cobourg's municipal service delivery expenditures for the purpose of finding savings and efficiencies as outlined within the Expression of Interest (EIO) submitted to the Provincial Government on December 5, 2019; and

FURTHER THAT Council endorse the provincial funding received as part of the Town's successful application in the amount of \$86,496.00 as part of the Municipal Modernization Program Intake 1 to be administered by KPMG and presented to Council by July/August 2020; and

FURTHER THAT Council authorize the preparation of a by-law to be endorsed and presented to Council at a Regular Council meeting authorizing the Mayor and Municipal Clerk to enter into a Transfer Payment Agreement with the Province of Ontario for the Municipal Modernization Project.

4. Memo from the Municipal Clerk/Manager of Legislative Services, regarding the creation of a Deputy Clerk/Records Management Coordinator Position in the Legislative Services/Municipal Clerks Department. 76 - 84

Action Recommended: THAT Council receive the report from the Municipal Clerk/Manager of Legislative Services for information purposes; and

FURTHER THAT Council approve the creation of a permanent full-time position in the Legislative Services Department being, Deputy Clerk/Records Management Coordinator replacing the current Records and Committee Coordinator Title/Position.

5. Memo from the Interim Human Resources Manager, regarding the Certified Living Wage Employer Report for the Corporation of the Town of Cobourg. 85 - 89

Action Recommended: THAT Council receive the report from the Interim Human Resources Manager for information purposes; and

FURTHER THAT Council authorize staff to complete the steps necessary to achieve the LEADER LEVEL of Living Wage Certification.

VIII PLANNING AND DEVELOPMENT SERVICES

Chair, Councillor Beatty - Planning and Development Services Coordinator

1. Memo from the Secretary of the Planning and Development Advisory Committee, regarding the Planning and Development Advisory Committee recommendation on the proposed Natural Waterfront Park- West Harbour. 90

Action Recommended: THAT Council receive the recommendation from the Planning & Development Advisory Committee (PDAC) for information purposes.

2. Notice of Hearings of the Committee of Adjustment and Planning Staff Reports for the March 10, 2020 Committee of Adjustment Meeting regarding: 91 - 115

File No. A-01-20 Application for Minor Variance: 232 James Street East
(Don Selyan for Sun Avenue Holdings Inc.)

File No. B-01-20 Application for Consent: 1111 Elgin Street West
Nadim Kurji for Trinity Northumberland Inc.

Action Recommended: THAT Council receive the Notices and Planning Staff Reports for information purposes.

IX PUBLIC WORKS SERVICES

Chair, Councillor Darling - Public Works Services Coordinator

1. Memo from the Director of Public Works regarding the execution of a Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP) – Rural and Northern Stream - King Street West Structural Culvert Replacement. 116 - 168

Action Recommended: THAT Council authorize the preparation of a bylaw to be endorsed and presented to Council for adoption at a Regular Council meeting to authorize the Mayor and Municipal Clerk to execute an agreement between the Town of Cobourg and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Investing in Canada Infrastructure Program (ICIP) Supplemental Rural and Northern Stream Infrastructure for the King Street West, Cobourg Structural Culvert Replacement Project.

2. Memo from the Manager of Environmental Services, regarding repairs to the Biosolids Holding Tanks (North and South) located at the Water Pollution Control Plant #1. 169 - 171

Action Recommended: THAT Council approve the repairs to the Biosolids Holding Tanks at Plant #1 and authorize the work to be completed by Greatario Services at a cost of \$77,056.74 (price includes non-refundable HST) to be funded through the approved \$85,000 in the 2020 Environmental Services Capital Budget.

3. Letter of Resignation, Anneke Russell, Member of the Transportation Advisory Committee. 172

Action Recommended: THAT Council accept with regret the resignation from Anneke Russell of the Transportation Advisory Committee and that a note of appreciation be sent to the member acknowledging her service to the community; and

FURTHER THAT the vacant position be advertised and a new member be recruited in accordance with the Town's policies and procedures.

X PARKS AND RECREATION SERVICES

Chair, Councillor Chorley - Parks and Recreation Services Coordinator

1. Memo from the Director of Community Services, regarding the evaluation of a citizen proposal for the Creation of a Natural Heritage Waterfront Park, located at the Ecology Garden, West Beach, West Headland and West Harbour, Cobourg Waterfront. 173 - 244

Action Recommended: THAT Council receive the report from the Director of Community Services for information purposes; and

FURTHER THAT the Town's existing policy and regulatory framework includes extensive protections for the natural environment at the waterfront; and

FURTHER THAT the Parks Use By-Law already classifies the West Beach Lands, Boardwalk and Ecology Garden as a "Nature" park or recreational space; and

FURTHER THAT the Waterfront Plan recommends preserving and enhancing the West Headland, West Beach and Ecology Garden as a natural open space feature with passive recreation and low-impact (floating) docks and non-vehicle launching for small watercraft; and

FURTHER THAT the Parks Master Plan classifies the central area between the East Pier and the West Headland as a "Landmark Park" while the Waterfront Plan outlines both passive and active improvements; and

FURTHER THAT Council accept for information purposes the proposal for a Natural Heritage Waterfront Park from Mr. Richard Pope and Ms. Margaret Bain, representing "The Advisory Committee on Natural Spaces" for the Willow Beach Field Naturalists and thank them for their dedication to the environment.

XI PROTECTION SERVICES

Chair, Councillor Burchat - Protection Services Coordinator

XII ARTS, CULTURE AND TOURISM SERVICES

Chair, Councillor Bureau - Arts, Culture and Tourism Services Coordinator

XIII UNFINISHED BUSINESS

The items listed in the order of the topics set out in the agenda of prior meetings which have not been disposed of by Council and the date of their first appearance on the agenda shall be noted and repeated on each subsequent agenda until disposed of by Council, unless removed from the agenda by leave of Council. - Council Procedural By-law No. 009-2019.

1.

Unfinished Business Item	Meeting Date	Department/Division	Deadline Date
Private Transportation Regulating By-law	01-27-20	Legislative Services	Regular Council Meeting
Terms of Reference regarding a social planning and/or Community Development Advisory Committee, regarding affordable housing. (Originally due November 25, 2019)	01-28-19	Legislative Department	Feb 18, 2020
Information requested regarding Emergency Shelters Downtown Cobourg (County of Northumberland and CPSB).	02-12-19	Multiple Departments/ Organizations	Feb 18, 2020
Report on the proposed Natural Heritage Waterfront Park proposed by the Willow Beach Field Naturalist	11-04-19	Community Services	March 9, 2020
Staff Report outlining the process and requirements to become a Certified Living Wage Employer.	12-02-19	CAO	Mar 9, 2020
Traditional Land Acknowledgment Statement to be read at Council Meeting	05-13-19	Legislative Department	March 30, 2020
Staff Report in response to the Lifesaving Society's Aquatic Safety Audit Report for the Town of Cobourg Harbour, with input from the PRAC and all user groups.	09-23-19	Community Services	Mar 2020
Report outlining suggestions for enhancing the amenities for anglers and the regulation of fishing-related activities at the Cobourg Marina	09-03-19	Community Services	Apr 30, 2020
Report and Accessible Transit Service Policy	01-27-20	Legislative Services/ Public Works	June 1, 2020
Staff Report on Innisfil Ridesharing Transit Model	01-27-20	Legislative Services/ Public Works	June 22, 2020
Report in response to the LUSI request regarding the Radio Frequency Water Meter Replacement Program.	01-06-20	CAO	June 2020
Revisions to the Long Service Recognition Policy from General Government Services.	09-23-19	Human Resources	N/A
Report on Animal Control Enforcement Operational Model. (JACMSB Withdrawal)	01-27-20	Legislative Services	2020-2022

Report regarding parking meters, violations and fines - on the feasibility of the suggestions provided in the delegation.	02-03-20	By-law Enforcement	N/A
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XIV COMMITTEE OF THE WHOLE OPEN FORUM

XV CLOSED SESSION

1. THAT Council meet in Closed Session in accordance with Section 239 (2) (b) of the Municipal Act, 2001, regarding:

s. 239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees:

1. **Civic Awards Committee Applications; and**
2. **Holdco Board Nominating Committee Recommendations**

s. 239(1)(c) A proposed or pending acquisition or disposition of land by the municipality or local board:

1. **Sale of Municipal Lands - Municipal Public Highway.**

XVI ADJOURNMENT

TOWN OF COBOURG

COMMUNITY IMPROVEMENT PLAN FOR AFFORDABLE AND RENTAL HOUSING

EARLY PHASE # 2 UPDATE TO TOWN COUNCIL

MARCH 9, 2020
VICTORIA HALL
55 KING STREET WEST



Overview

Where We've Been 1

Background Report 2

Summary of January Open House 3

Engage Cobourg Summary 4

Draft CIP 5

Next Steps 6

Where We've Been



Phase 1 goals are to:

- Work collaboratively with the Town's Project Team and Planning and Development Advisory Committee (PDAC);
- Develop a Communications & Public Engagement Plan;
- Host an initial engagement session;
- Conduct background research, including a best practice review;
- Conduct Stakeholder interviews;
- Conduct an economic analysis of available tools; and
- Host a Community Open House
- Develop a Background & Options Report

Phase 2 goals are to:

We are here

- Prepare an initial Draft CIP comprised of goals, objectives, vision, financial incentives strategy and implementation & monitoring
- Meet with Town Staff, PDAC, stakeholders and the public to revise the Draft CIP based on feedback
- Prepare a Draft By-law to implement the CIP
- **Finalize a Draft CIP**

Phase 3 goals are to:

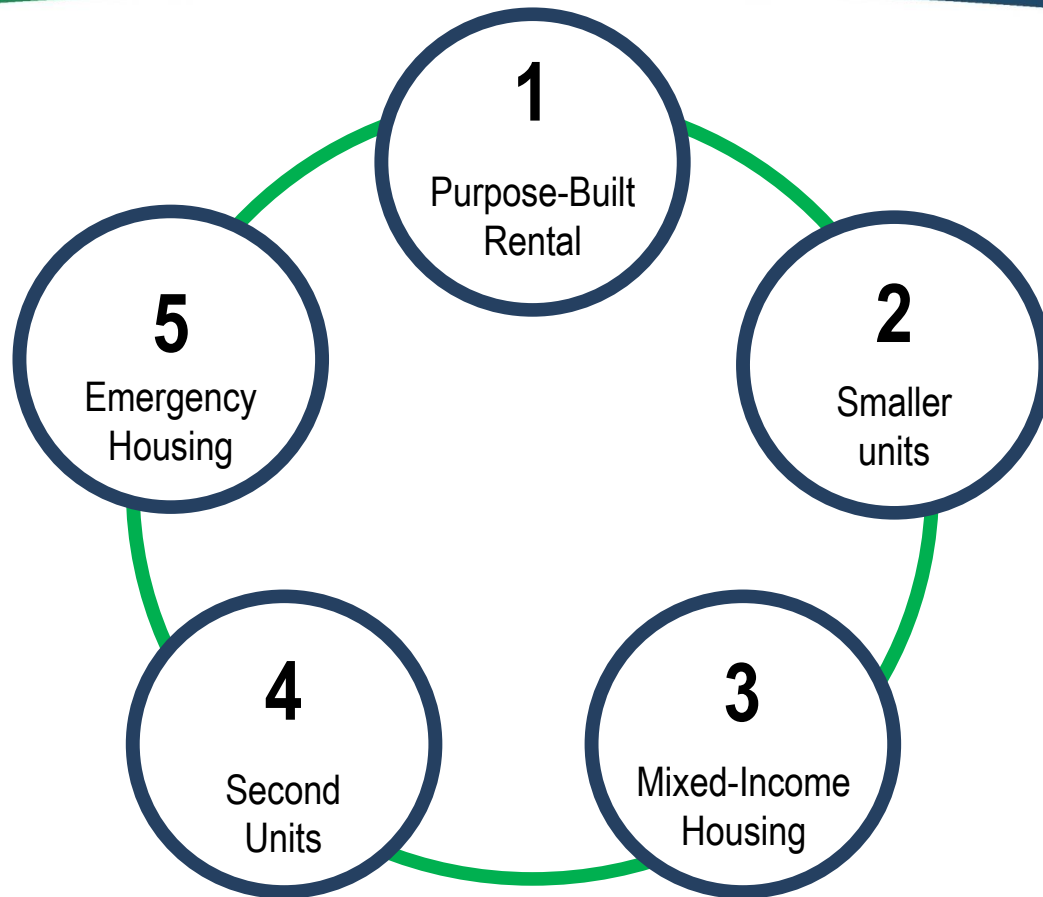
- Meet with Town Staff and PDAC to further refine the CIP and implementing By-law
- Host a Community Open House and Council Public Meeting
- Prepare a final CIP and implementing By-law
- Present final report and recommendation to Town Council
- Have Town Council recommend the CIP and By-law during a Spring 2020 Council Meeting
- **Implement the CIP!**

Background Report



- Provides details of the background research and analysis
- Summarizes feedback received through early consultation with the public and key stakeholders
- Identifies preliminary areas of focus
- Sets the foundation for future phases of the study and the CIP
- Draft to be uploaded to website the week of March 23rd

Key Areas of Focus



January Open House Summary

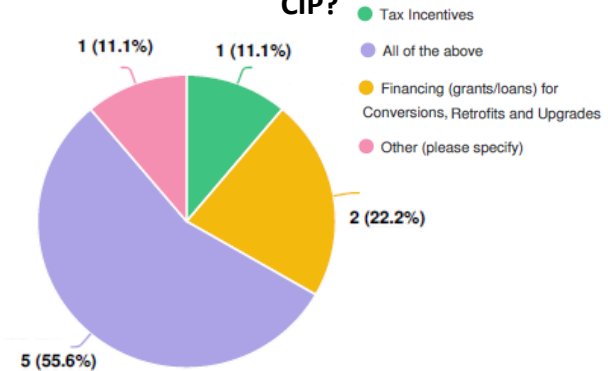
- Open House held on January 23, 2020
- Obtain feedback on and confirm areas of focus in advance of drafting the CIP
- 35-40 people in attendance
- Presentation on summary of findings
- Group discussions on areas of focus
- Feedback
 - Purpose built rental should be a priority
 - Existing rental housing should be protected
 - Additional rental housing should be added (affordable and market)
 - Smaller units and second suites should be incentivized
 - Second suites can be easily implemented
 - Mixed-income developments should be incentivized
 - Explore application of a “tiered” approach to incentives
 - Consider use of incentives for development which incorporates sustainable and/or accessible design elements



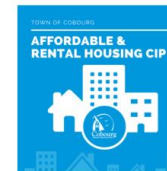
Engage Cobourg

- Online consultation and engagement on the project held between early December, 2019 and ended on January 31, 2020
- Survey available for completion
- Open-ended responses to questions on a variety of topic areas
- 282 total visits to the site
- A variety of feedback received
 - Sustainable urban design elements incorporated into projects should be provided with loans or incentives
 - Would like to see retrofits/ infill/ redevelopment within the urban area to include affordable housing
 - Preference for there to be a Town- wide mixed-income approach (vs. concentration of affordable housing in one area)

What Areas Should be a Priority for the CIP?



Affordable & Rental Housing CIP



The Town of Cobourg is a community of approximately 18,440 people located on the north shore of Lake Ontario approximately half way between Toronto and Kingston. Cobourg is rich in history and heritage, featuring architectural splendour dating back to the 1850s. The Town has fostered the preservation of its cultural heritage past through the implementation of four (4) Heritage Conservation Districts, plus many individually designated properties. Cobourg also enjoys a bustling, pedestrian-friendly downtown and world-renowned lakefront park, beach and full-service marina.

With our proximity to the Greater Toronto Area (GTA) and attractive small town urban lifestyle, it is expected that the population in Cobourg will continue to grow at a steady rate, with recent projections indicating that the Town's population will increase to approximately 26,000 people by the year 2036.

Affordable Housing Strategy
In March of 2019, following a year-long research and consultation process, the County of Northumberland released its draft **Affordable Housing Strategy (AHS)**. The study assessed the current state of the local and regional housing market, identified housing needs and gaps, and developed action plans with key recommendations for the County and its member municipalities to be implemented over the short to medium terms.

The AHS is the primary, over-arching document that is intended to provide Northumberland County and its member municipalities with the necessary background information and strategic direction to help



STAY INFORMED
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Who's listening

Councillor Nicole Beatty
Coordinator of Planning and Development
Town of Cobourg

Email: nbeatty@cobourg.ca

Jim Dault

Chair
Planning & Development Advisory Committee

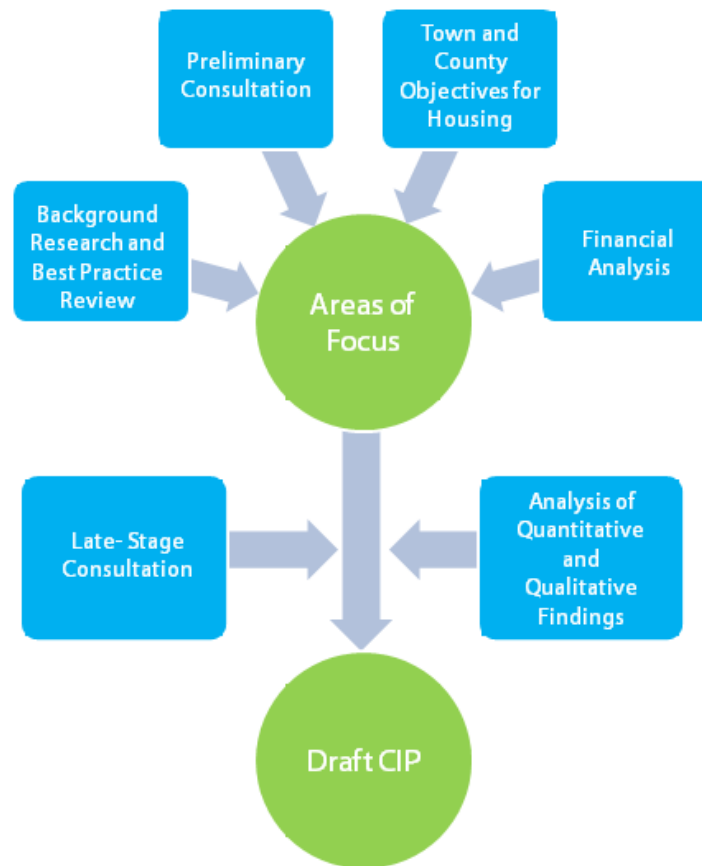


JD



Cobourg Affordable & Rental Housing CIP

Draft CIP



Draft CIP

- Based on the background work completed and feedback obtained through consultation with the PDAC, stakeholders and the public, the CIP will focus on two priority areas:
 - Increasing the supply of **purpose-built rental housing**; and,
 - Promoting the development of **second units**;
- The following incentive programs are being considered

Purpose Built Rental	Second Suites	Other
<ul style="list-style-type: none"> Affordable Housing Planning and Building Fee Waiver Program Affordable Housing Development Charge Grant Program* Affordable Housing Property Tax Grant Program 	<ul style="list-style-type: none"> Second Suite Planning and Building Fee Reduction Program Second Suite Renovation and Construction Grant Program; 	<ul style="list-style-type: none"> Shelter and Emergency Housing Planning and Building Fee Waiver Program Affordable Housing Planning and Building Fee Reduction Program Affordable Housing and Emergency Housing Development Charge Grant Program* Brownfield Grant Program Sustainability and Accessibility Grant Program
<i>Note: programs identified with an asterisk (*) above will be designed to provide the highest proportion of incentives/ grant reductions to projects which address matters of sustainability, accessibility or social/cultural wellbeing</i>		

- A draft of the CIP is being prepared and will be circulated to the PDAC for comment and then made available to the public for review and comment the week of March 23rd
- The incentives provided through the CIP, if adopted by Council, are one tool that will assist in addressing housing needs identified through the County and Town's Affordable Housing Strategies.

Next Steps

- **PDAC Meeting (March 17, 2020)** Review and discuss draft CIP in advance of circulation to broader audience
- **Documents Released for Public Comment (week of March 23, 2020)**
- **Stakeholder Sessions (April 7, 2020)**
- **Public Open House (April 14, 2020 2:00-4:00 p.m.)**
- **Statutory Public Meeting of Council (April 14, 2020 at 5:00 p.m.)**
- **Committee of the Whole Council Meeting (May 11, 2020 at 6:00 p.m.)** Council will consider the final report and make a recommendation
- **Regular Council Meeting (May 19, 2020 at 6:00 p.m.)** Council will make a decision

QUESTIONS? Contact us!

E-mail: communications@cobourg.ca telephone: 905-372-4301



Cobourg Affordable & Rental Housing CIP

THANK YOU!

TOWN OF COBOURG

COMMUNITY IMPROVEMENT PLAN
FOR AFFORDABLE AND RENTAL HOUSING

EARLY PHASE #2 UPDATE TO COUNCIL





The Corporation of the Town of Cobourg
Legislative Services Department
55 King Street West
Cobourg, ON K9A 2M2

Delegation Request Form

Please submit the completed Delegation Request Form to the Municipal Clerk in person or by mail to 55 King Street West, Cobourg, ON K9A 2M2, by e-mail to clerk@cobourg.ca, or by fax to (905) 372-7558.

1. GENERAL INFORMATION

Name of Delegate(s):

Meaghan Macdonald (NAHC Co-Chair) and Kristina Nairn (NAHC Advocacy Subgroup Chair)

Group/Organization/Business Delegation Represents (if applicable):

Northumberland Affordable Housing Committee

2. MEETING SELECTION

I wish to appear before:

☒ Committee of the Whole ☐ Regular Council ☐ Advisory Committee or Local Board

If appearing before an Advisory Committee or Local Board please specify:

Press to Select a Committee of Board

Meeting Date Requested:

March 9, 2020

3. DELEGATION REQUEST

General Nature/Purpose of the Delegation:

(Clearly state the nature of the business to be discussed & provide a general summary of the information to be presented)

On November 25, 2019, in response to a delegation that presented at the Town of Cobourg Committee of the Whole Meeting, Council requested that the Northumberland Affordable Housing Committee provide input and analysis on the recommendations presented by the delegation. The Committee has considered this request and has prepared a presentation that can provide information and context to Council regarding the current state of housing and homelessness in Northumberland County. It was originally requested that NAHC provide comment to the Town of Cobourg by February 18, 2020. However, due to scheduling conflicts, we are unable to bring a delegation until March 9, 2020.

Recommendation to Council/Committee/Board:

(Please indicate below what action you would like the Town to take with respect to the above-noted subject matter)

The intent of our presentation is to provide information and context to Committee of the Whole and does not include any specific recommendations.

Have you appeared before the Town of Cobourg's Council or its Committees or Boards in the past to discuss this issue?

☒ Yes ☐ No

4. PRESENTATION MATERIAL

Will you have an oral or written presentation? ☒ Oral ☒ Written

Do you have any equipment needs? ☒ Yes ☐ No

If selecting yes, please indicate the type of equipment needed for your presentation:

Projector and PowerPoint

Note: Delegates are required to provide one (1) copy of all background material/presentations prior to the deadline provided in the Delegation Rules and Guidelines below, or it will not be included in the Agenda.



Northumberland Affordable Housing Committee

A local initiative comprised of organizations and volunteers interested in affordable housing issues within Northumberland County.

DEFINITION OF AFFORDABLE HOUSING

The cost of adequate housing should not exceed 30% of the household income. Housing that costs less than this is considered affordable. (CMHC)

CURRENT ANALYSIS OF AFFORDABLE HOUSING

- 12.9% of Adults and 19.2% of Children in Cobourg live with low income
- Average available market rents are unattainable for anyone living with low income (1 bedroom ave. \$1250)
- Ave house price \$454,000 is out of range for ave household income of \$90,000
- Over 50% of tenant households spend 30% or more of their income on shelter costs
- 9 year waiting list for RGI housing























AFFORDABLE PRICE THRESHOLDS

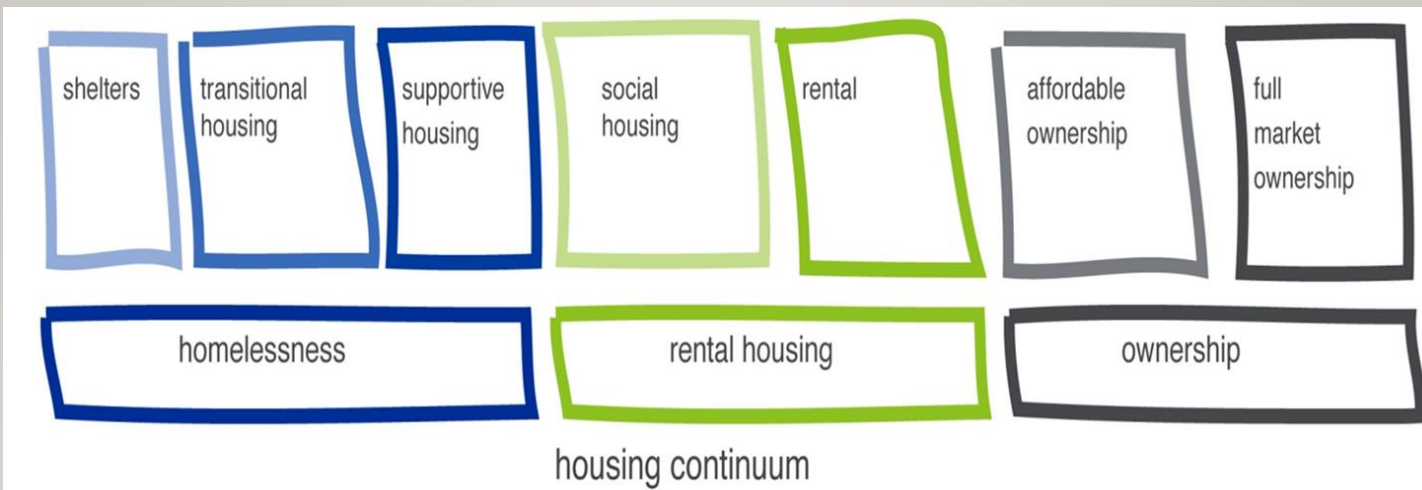
To be under 30% of
gross annual household
income, Low and
Moderate Income
Households need to
find Rental for
\$1,019.00 in Cobourg

*Average Available Rental
Costs May – July 2019*

1 bedroom	\$1200 - \$1300
2 bedroom	\$1375 - \$1500
3 bedroom	\$1500 - \$1900

INCOME ATTAINABILITY CHALLENGES

	HOUSEHOLDS WITH CHILDREN			SINGLE PERSON HOUSEHOLDS		
	 Ontario Works	 One Full-Time Minimum Wage Earner	 Single Parent Two Children Ontario Works	 Person on Ontario Works	 Person on Ontario Disability Support Program	 Senior on Old Age Security / Guaranteed Income Supplement
TOTAL MONTHLY INCOME	\$2623	\$3633	\$2401	\$825	\$1272	\$1727
AVERAGE MARKET RENT (no heat / hydro) 	 3 Bedroom \$1775	 3 Bedroom \$1775	 2 Bedroom \$1312	 Bachelor \$890	 1 Bedroom \$1060	 1 Bedroom \$1060
MONTHLY COST of Nutrition Food Basket FOOD 	\$875	\$875	\$662	\$293	\$293	\$214
TOTAL SELECTED EXPENSES	\$2650	\$2650	\$1974	\$1183	\$1353	\$1274
MONEY LEFT for OTHER Basics        	\$-27	\$983	\$427	\$-358	\$-81	\$453
% of Income spent on rent	68%	49%	55%	108%	83%	61%
% of Income spent on healthy food	33%	24%	28%	36%	23%	12%



HOUSING CONTINUUM

POTENTIAL BARRIERS TO HOUSING

- Income
- Rental Availability and Affordability
- Trauma
- Timely and Available Social and Health Care Services and Supports (waitlists)
- Social Exclusion and Stigma

WHAT DOES LOCAL HOMELESSNESS LOOK LIKE

QUALITATIVE RESEARCH FROM TRENT UNIVERSITY AND
NARRATIVES FROM NAHC COMMITTEE MEMBERS

RECOMMENDED GUIDING RESOURCES

- Housing in My Backyard: A municipal guide

https://data.fcm.ca/documents/tools/ACT/Housing_In_My_Backyard_A_Municipal_Guide_For_Respon ding_To_NIMBY_EN.pdf

- Association of Municipalities Ontario
Recommendations and Resources

<https://www.amo.on.ca/AMO-PDFs/Reports/2019/Fixing-Housing-Affordability-Crisis-2019-08-14-RPT.aspx>

<https://www.amo.on.ca/AMO-PDFs/Reports/2019/Addressing-the-Opioid-Overdose-Emergency-in-Ontari.aspx>

RECOMMENDED GUIDING RESOURCES

- Northumberland County and Town of Cobourg Affordable Housing Strategies
- 10 Year Housing and Homelessness Plan
- Haliburton, Kawartha Lakes, Northumberland Drug Strategy Community Priorities

RECOMMENDED GUIDING RESOURCES

- World Health Organization
- Ontario Human Rights Commission
- Homeless Hub
- Alliance to End Homelessness


THE DEFINITION OF HOUSING FIRST

The basic underlying principle of Housing First is that people are better able to move forward with their lives if they are first housed. This is as true for people experiencing homelessness and those with mental health and addictions issues as it is for anyone. Housing is provided first and then supports are provided including physical and mental health, education, employment, substance abuse and community connections.

-The Housing Hub

A large, dark grey rectangular sign with a black frame is mounted on a light grey wall. The sign has a thin red border and the words "THANK YOU!" are written in white, bold, sans-serif capital letters. Below the wall is a wooden floor with vertical planks.

THANK YOU!

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG
	STAFF REPORT
TO:	Mayor and Council Members
FROM: TITLE:	Ian D. Davey, BBA CPA CA Treasurer / Director of Corporate Services
DATE OF MEETING:	March 9, 2020
TITLE / SUBJECT:	Cancellation, Reduction or Refund of Taxes – Report Final 2019
REPORT DATE:	February 24, 2020

1.0 STRATEGIC PLAN
N/A

2.0 PUBLIC ENGAGEMENT
N/A

3.0 RECOMMENDATION
That Council receive the second and final property tax adjustment report for 2019 and pass a motion to approve the reduction of property taxes in the amount of \$56,541.82

4.0 ORIGIN
Finance department property tax adjustments Report Final for 2019.

5.0 BACKGROUND
Section 357 of the Municipal Act, 2001 provides the authority for a local municipality to cancel, reduce or refund all or part of the taxes levied if one of the following events occurs:

- As a result of a change event, the property is eligible to be reclassified in a different class of real property.
- The property has become vacant land during the year.
- The property has become exempt because it has been acquired by the Crown or a municipality.

- A building on the land has been destroyed or damaged during the year.
- A mobile unit on the land has been removed from the municipality.
- An owner has been overcharged due to a gross or manifest error that is either clerical or factual in nature.
- Repairs or renovations to the property prevented the normal use of the property for a period of at least three months during the year.

Taxpayers may also appeal the assessment of their properties which can lead to a reduction in their tax liabilities. These appeals may be settled on an informal basis as Minutes of Settlement or on a formal basis by the Assessment Review Board (ARB).

Section 361 of the Municipal At, 2001 provides that every municipality shall have a tax rebate program for eligible charities for the purpose of providing tax relief on eligible properties that they occupy. The rebate is calculated based on 40% of the total taxes on that portion of the property occupied by the eligible charity.

The Town of Cobourg also provides a Heritage Tax Incentive for properties within the Commercial Core Heritage District to encourage the restoration and renovation of these properties. The amount of the grant is equal to the amount of the annual increase in the municipal portion of the taxes for such properties that is a direct result of a reassessment due to an approved restoration project.

6.0 ANALYSIS

Included with this report is a spreadsheet providing the background calculations to support tax adjustments for several properties which have been recorded during the period from September 1 to December 31, 2019. The net result of these changes is a reduction in taxes in the amount of \$56,541.82

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The net reduction in taxes included with this report in the amount of \$56,541.82 is shared with the County, School Boards and DBIA on the following basis:

Town of Cobourg	- \$ 23,754.54	Year to date - \$153,349.43
County of Northumberland	- \$ 13,528.89	- \$ 72,120.10
Education	- \$ 19,258.39	- \$ 78,802.79
DBIA	- \$ NIL	- \$ 1,397.82

8.0 CONCLUSION

That Council receive this report for information purposes and that a motion be prepared to approve the reduction of property taxes in the amount of \$56,541.82.

9.0 POLICIES AFFECTING THE PROPOSAL

N/A

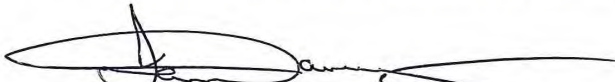
10.0 COMMUNICATION RESULTS

N/A

11.0 ATTACHMENTS

One page breakdown of tax adjustments by property.

12.0 AUTHORIZATION ACKNOWLEDGMENT

A handwritten signature in black ink, appearing to read 'Ian D. Davey', is written over a horizontal line.

Ian D. Davey, BBA CPA CA
Treasurer / Director of Corporate Services

TOWN OF COBOURG

WRITEOFFS December 31, 2019

ASSESSMENT REVIEW BOARD AND / OR
MINUTES OF SETTLEMENT

December 31, 2019

Page 1

ROLL #	ADDRESS	REASON	TAX YEAR	ASSESSMENT CHANGE	TAX CHANGE	TOWN	COUNTY	EDUC	DBIA
000.160.00205	884 Division Street	Minutes of Settlement	2019	CT (\$67,855) CU (\$331,063)	-2,215.66 -8,207.72	-853.96 -2,916.53	-486.37 -1,661.08	-875.33 -3,630.11	0.00 0.00
000.160.00500	1 Northam Industrial Park	Tax Class Change	2019	CT (\$996,789)	-32,548.05	-12,544.69	-7,144.78	-12,858.58	0.00
000.040.17600	136 Orr Street	Property became exempt	2019	RD (\$583,000)	-938.63	0.00	0.00	-938.63	0.00
000.040.17600	249 Morgan Street	Amended Property Assess	2019	RT (\$17,295)	-253.31	-143.65	-81.82	-27.84	0.00
000.180.05902	680 Ontario Street	Class Change	2019	NT \$607,721	8,900.98	5,047.67	2,874.88	978.43	0.00
			2019	MT \$615,500)	-17,038.83	-10,224.56	-5,823.31	-990.96	0.00
000.180.17500	986 Burnham Street	Demolition	2019	RT (\$120,516)	-502.94	-285.21	-162.44	-55.29	0.00
000.280.17400	66 Strathy Rd	Minutes of Settlement	2017	XT \$12,441	391.92	159.39	90.70	141.83	
				XU (\$49,760)	-1,097.28	-446.26	-253.93	-397.09	
				ZT \$5,973	188.15	76.52	43.54	68.09	
				ZU (\$23,895)	-526.91	-214.30	-121.93	-190.68	
			2018	XT \$24,882	767.50	316.33	179.96	271.21	
				XU (\$49,760)	-1,074.43	-442.83	-251.93	-379.67	
				ZT \$11,945	368.45	151.86	86.39	130.20	
				ZU (\$23,895)	-515.95	-212.65	-120.98	-182.32	
			2019	XT \$37,323	1,121.66	469.71	267.52	384.43	
				XU (\$49,760)	-1,123.69	-438.37	-249.67	-435.65	
				ZT \$17,918	538.49	225.50	128.43	184.56	
				ZU (\$23,895)	-539.60	-210.51	-119.89	-209.20	
000.250.00115	430 Lonsberry Drive	Amended Property Notice	2019	RT (\$152,662)	-2,235.97	-1,268.00	-722.18	-245.79	
					-56,541.82	-23,754.54	-13,528.89	-19,258.39	0.00
REALLOCATE CAPPING									
TOTAL FOR THIS REPORT					-56,541.82	-23,754.54	-13,528.89	-19,258.39	0.00

T O W N
OF
C O B O U R G



MEMO
TOWN OF COBOURG
CORPORATE SERVICES
IAN D. DAVEY
TREASURER
(905) 372-4301 EXT 4201
idavey@cobourg.ca

To: Mayor and Council
From: Ian D. Davey
Treasurer / Director of Corporate Services
Re: Annual Repayment Limit (ARL)
Date: February 25, 2020

Origin

Attached letter from Ministry of Municipal Affairs explaining how the ARL is calculated along with two pages of supporting documentation.

Background

The determination of the Annual Repayment Limit (ARL) for 2020 is based on the information submitted in our 2018 Financial Information Return (FIR). The 2020 ARL has been established at \$9,687,451 (2019 - \$9,277,183). The amount is calculated by deducting the amount spent on servicing debt in 2018 in the amount of \$2,250,022 from 25% of Net Revenue which equals \$11,937,473. In other words, the ARL is a measure of how much additional new debt the Municipality could take on in 2020 based on our current revenue stream.

If the Municipality needed to exceed the ARL, an application would need to be made to the Province of Ontario requesting approval to do so. Based on the 2020 Operating and Capital Budgets as approved by Council on February 3, 2020, the Town of Cobourg is well within the 2020 Annual Repayment Limit.

Recommendation

That this memo be received for information purposes.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ian D. Davey', with a long horizontal flourish extending to the right.

Ian D. Davey, BBA CPA CA
Treasurer / Director of Corporate Services

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000



February 25, 2020

Dear Municipal Treasurer,

I am pleased to enclose a report showing your municipality's 2020 Annual Repayment Limit (ARL) respecting long-term debt and financial obligations. Your 2020 ARL was calculated based on 25 percent of your net own source revenues as reported in your 2018 Financial Information Return (FIR).

Municipalities in Ontario are responsible for ensuring that they do not exceed their ARL. When a municipality proposes long-term borrowing (or other long-term financial obligation), the municipal treasurer is responsible for updating the limit provided by the Ministry. The treasurer must determine if there is capacity within the municipality's ARL to undertake the planned borrowing. Schedule 81 of the FIR may be among the schedules of interest to the treasurer when updating the municipality's ARL.

If you require any further information, please contact the appropriate Municipal Service Office of the Ministry of Municipal Affairs (list enclosed).

Yours truly,

A handwritten signature in cursive script that reads 'Caspar Hall'.

Caspar Hall
Director

Enclosures



Ministry of Municipal Affairs and Housing
777 Bay Street,
Toronto, Ontario M5G 2E5

Ministère des affaires municipales et du logement
777 rue Bay,
Toronto (Ontario) M5G 2E5

2020 ANNUAL REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403 / 02)

MMAH CODE: 61403
MUNID: 14021
MUNICIPALITY: Cobourg T
UPPER TIER: Northumberland Co
REPAYMENT LIMIT: \$ 9,687,451

The repayment limit has been calculated based on data contained in the 2018 Financial Information Return, as submitted to the Ministry. This limit represents the maximum amount which the municipality had available as of December 31, 2018 to commit to payments relating to debt and financial obligation. Prior to the authorization by Council of a long term debt or financial obligation, this limit must be adjusted by the Treasurer in the prescribed manner. The limit is effective January 01, 2020

FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

5% Interest Rate			
(a)	20 years @ 5% p.a.	\$	120,727,046
(a)	15 years @ 5% p.a.	\$	100,552,423
(a)	10 years @ 5% p.a.	\$	74,803,925
(a)	5 years @ 5% p.a.	\$	41,941,591
7% Interest Rate			
(a)	20 years @ 7% p.a.	\$	102,628,989
(a)	15 years @ 7% p.a.	\$	88,232,466
(a)	10 years @ 7% p.a.	\$	68,040,599
(a)	5 years @ 7% p.a.	\$	39,720,460

DETERMINATION OF ANNUAL DEBT REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403/02)

MUNICIPALITY:

Cobourg T

MMAH CODE:


61403

		1
		\$
	Debt Charges for the Current Year	
0210	Principal (SLC 74 3099 01)	1,962,446
0220	Interest (SLC 74 3099 02)	287,576
0299	Subtotal	2,250,022
0610	Payments for Long Term Commitments and Liabilities financed from the consolidated statement of operations (SLC 42 6010 01)	0
9910	Total Debt Charges	2,250,022

		1
		\$
	Amounts Recovered from Unconsolidated Entities	
1010	Electricity - Principal (SLC 74 3030 01)	0
1020	Electricity - Interest (SLC 74 3030 02)	0
1030	Gas - Principal (SLC 74 3040 01)	0
1040	Gas - Interest (SLC 74 3040 02)	0
1050	Telephone - Principal (SLC 74 3050 01)	0
1060	Telephone - Interest (SLC 74 3050 02)	0
1099	Subtotal	0
1410	Debt Charges for Tile Drainage/Shoreline Assistance (SLC 74 3015 01 + SLC 74 3015 02)	0
1411	Provincial Grant funding for repayment of long term debt (SLC 74 3120 01 + SLC 74 3120 02)	0
1412	Lump sum (balloon) repayments of long term debt (SLC 74 3110 01 + SLC 74 3110 02)	0
1420	Total Debt Charges to be Excluded	0
9920	Net Debt Charges	2,250,022

		1
		\$
1610	Total Revenue (SLC 10 9910 01)	54,376,581
	Excluded Revenue Amounts	
2010	Fees for Tile Drainage / Shoreline Assistance (SLC 12 1850 04)	0
2210	Ontario Grants, including Grants for Tangible Capital Assets (SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01)	977,365
2220	Canada Grants, including Grants for Tangible Capital Assets (SLC 10 0820 01 + SLC 10 0825 01)	868,598
2225	Deferred revenue earned (Provincial Gas Tax) (SLC 10 830 01)	0
2226	Deferred revenue earned (Canada Gas Tax) (SLC 10 831 01)	0
2230	Revenue from other municipalities including revenue for Tangible Capital Assets (SLC 10 1098 01 + SLC 10 1099 01)	829,237
2240	Gain/Loss on sale of land & capital assets (SLC 10 1811 01)	-91,302
2250	Deferred revenue earned (Development Charges) (SLC 10 1812 01)	840,104
2251	Deferred revenue earned (Recreation Land (The Planning Act)) (SLC 10 1813 01)	0
2252	Donated Tangible Capital Assets (SLC 53 0610 01)	991,962
2253	Other Deferred revenue earned (SLC 10 1814 01)	24,762
2254	Increase / Decrease in Government Business Enterprise equity (SLC 10 1905 01)	442,072
2255	Other Revenue (SLC 10 1890 01 + SLC 10 1891 01 + SLC 10 1892 01 + SLC 10 1893 01 + SLC 10 1894 01 + SLC 10 1895 01 + SLC 10 1896 01 + SLC 10 1897 01 + SLC 10 1898 01)	1,743,893
2299	Subtotal	6,626,691
2410	Fees and Revenue for Joint Local Boards for Homes for the Aged	0
2610	Net Revenues	47,749,890
2620	25% of Net Revenues	11,937,473
9930	ESTIMATED ANNUAL REPAYMENT LIMIT (25% of Net Revenues less Net Debt Charges)	9,687,451

* SLC denotes Schedule, Line Column.

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG
	STAFF REPORT
TO:	Mayor and Council Members
FROM:	Brent Larmer
TITLE:	Municipal Clerk/Manager of Legislative Services
DATE OF MEETING:	March 9, 2020
TITLE / SUBJECT:	UPDATE – Third-Party Contactor Approval Municipal Modernization Program – Intake One (1) - Municipal Service Delivery Review
REPORT DATE:	February 25, 2020

1.0 STRATEGIC PLAN

Programs – The Town provides efficient and effective corporate, community, business, and recreational services for its residents, businesses and visitors.

2.0 PUBLIC ENGAGEMENT

As part of the Municipal Service Delivery Review, the Town of Cobourg through its Communications Department will undertake a survey of citizens and ratepayers and other public engagement activities to provide additional perspective on the Town's Service Delivery. These results and deliverables will be provided to the third-party advisor to incorporate into the review and placed within the final report that will be presented to Council

3.0 RECOMMENDATION

THAT Council receive the report for information purposes; and

FURTHER THAT Council supports the Provincial investment in municipalities to undertake municipal service delivery expenditures by an independent third-party for the purpose of finding savings and efficiencies; and

FURTHER THAT Council enter into an agreement with KPMG to act as the Town's Third- Party Reviewer to review the Town of Cobourg's municipal service delivery expenditures for the purpose of finding savings and efficiencies as outlined within the Expression of Interest (EIO) submitted to the Provincial Government on December 5, 2019; and

FURTHER THAT Council endorse the provincial funding received as part of the Town's successful application in the amount of \$86,496.00 as part of the Municipal Modernization Program Intake 1 to be administered by KPMG and presented to Council by July/August 2020; and

FURTHER THAT Council authorize the preparation of a by-law to be endorsed and presented to Council at a regular Council meeting authorizing the Mayor and Municipal Clerk to enter into a Transfer Payment Agreement with the Province of Ontario for the Municipal Modernization Project.

4.0 ORIGIN AND LEGISLATION

In 2019, the Ontario government provided funding to municipalities to help them become more efficient and effective through the Audit and Accountability/Building Efficiencies Fund and the Municipal Modernization Program. These funds were designed to support municipal transformation efforts and lower costs in the longer term.

Under the Municipal Modernization Program, the province is making up to \$125 million available through 2020-23 to help 405 small and rural municipalities conduct new service delivery reviews, implement recommendations from previous reviews and undertake a range of projects, such as IT solutions or process improvements, to achieve cost savings and efficiencies. Eligible projects under Intake 1 are reviews of municipal service delivery expenditures by independent third-party reviewers.

Under future intakes of the program, municipalities will have the opportunity to apply for projects aimed at implementing service delivery efficiencies to achieve cost savings, in addition to service delivery reviews. Intake 2 under the program is planned for Spring/Summer 2020, with additional intakes expected through 2022-23. Participation in Intake 1 is not a requirement for participation in future intakes.

5.0 BACKGROUND

On November 1, 2019 the Minister of Municipal Affairs and Housing, Steve Clark announced information on Ontario's new Municipal Modernization Program Intake 1. This Provincial program is intended to help municipalities become more efficient and modernize service delivery while protecting front line jobs.

On November 25, 2019 Municipal Council received a report from Staff to support a proposed Services Delivery Review Project called the 'Town of Cobourg Municipal Services Delivery Review' to be submitted to the Ontario Provincial Government by the December 6, 2019 deadline in order to receive Provincial Modernization Program funding.

Municipal Council approved the following resolution #470-19:

THAT Council endorse the Expression of Interest Application Form under the Municipal Modernization Program to support a proposed Services Delivery Review Project called the 'Town of Cobourg Municipal Services Delivery Review'

to be submitted to the Ontario Provincial Government by the December 6, 2019 deadline in order to receive Provincial Modernization Program Funding.

On December 5th, 2019 the Town of Cobourg submitted the Expression of Interest Form to the Provincial Government outlining the proposed Services Delivery Review Project, anticipated costing and the potential start date.

6.0 ANALYSIS

On February 24, 2020, the Honorable Steve Clark, Minister of Municipal Affairs and Housing provided a Public Announcement that the Ministry has approved up to 3.9 million to help 42 small and rural municipalities to modernize service delivery including ways to speed up the process for approving new housing and commercial developments.

On February 24, 2020, the Town of Cobourg received indication that our Expression of Interest was successful and the Government of Ontario approved the funding of up to \$86,469.00 towards the Town's Municipal Services Delivery Review Project. The original date for receiving notice from the Province on the successful submission was supposed to occur the first week of February, but due to the large amount of submissions that were received, the province delayed the decisions until most recently at the end of February.

As part of the previous anticipated timelines provided by the Province there was an original requirement to have the draft report by the third-party sent to the province by June 15, 2020, with a final report to be made public by June 30, 2020 and sent to Council for consideration and acceptance just after. Now that the notices to municipalities have been sent after the initial timeline of the start of February to just receiving the notice at the end of February, the Province has changed the final report date to a new date of September 18, 2020 to be made available to the public.

The one date that the Province has not changed or have not indicated an update for is the June 15, 2020 draft report deadline. This date is still considered the final date that the third-party reviewer has to have to complete the Service Delivery Review and the Town is required to send to the Province. The Municipal Clerk did speak with the Town's MMAH representative who provided information that the new date for the draft report to be submitted to the Ministry will likely be August 31 2020, but those details will be described within the Payment Transfer Agreement which the Town should receive in the next few weeks.

With quick timelines and the rather large amount of municipalities seeking third-party reviewers in Ontario, Municipal Staff are recommending that the Town enter into an agreement with the Town's external auditors KPMG to be the Third-Party reviewer for the Municipal Service Delivery Review, who have experience in the organization and operations of the municipality. The third-party reviewer will be engaged to conduct a review of expenditures with a specific focus on providing an evaluation of the overall effectiveness and efficiency of the municipality's operations.

The third-party reviewer, will provide an analysis of the key operations of the municipality's departments and their services and programs, examining trends over time and contrasting comparator municipalities of similar size and service levels. This comparison will identify opportunities for improvement that will achieve greater efficiency in municipal operations, reduce operating costs and establish long term sustainability. The review will be conducted through a process that is factual, analytical and transparent.

Attached to this report is the Expression of Interest (EOI) package submitted by the Town of Cobourg to the Ministry outlining the description of the third-party review project that will be completed by KPMG.

The Municipal Clerk and Interim CAO have engaged in preliminary discussions to develop and outline key phases and deliverables with KPMG who assisted with the drafting of the Expression of Interest Form to include the relevant deliverables on the project description only, that was submitted to the Province as attached to this report as Appendix "A".

KPMG is well known across the Province and has assisted other municipalities with Municipal Service Delivery Reviews and Operational Audits over the years and most recently assisted a number of municipalities under the Accountability and Audit Funding process that was provided by the Province to large urban municipalities at the start of 2019.

As the Municipal Modernization Program intake has a compressed timeline on deliverables, the Municipal Service Delivery Review will take place immediately upon final confirmation of funding and hiring of the Third-Party Reviewer the Third-party reviewer will began the project immediately Council has approved this recommendation and sign the Transfer-Payment Agreement with the Province. Prior to the dates being changed for the delivery of the Draft Report and Final Report deadline KPMG indicated that their deadline if contracted would be planned to be exceed the provincial deadline with a draft report being available by April 30th 2020 and a final report and presentation to be delivered to Council by May 2020. Once this report has been approved Staff will work to update a revised timeline with the third-party reviewer.

In addition to the draft report deadline established by the Province, the Town must also post the final report online and submit the report to the ministry by the new date of September 18, 2020. The final report submitted to the ministry must include a hyperlink to the publicly posted third-party reviewers report, the amount paid to the third-party and a copy of the invoice; a statement of the total amount of expenditures reviewed and the total amount identified as potential savings; and a 250-word abstract of the project and its findings.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The Town submitted the Expression of Interest to the province on December 5, 2019 in the amount of \$85,000 for a third-party consultant to complete the review.

This amount of the Municipal Service Delivery Review is an anticipated cost is based on the work outlined within the expression of interest inclusive of all disbursements but excludes HST. This cost estimate is based on consultations with third-party advisors that have undertaken similar projects in Ontario.

The Municipal Modernization Program Intake 1 as discussed in the November 25, 2019 Staff report is a unique program and opportunity for the Town of Cobourg to receive funding directly from the province for efficiencies and modernization of service delivery for the corporation that comes with stringent timelines and reporting back to the Province, Council and the Public.

As a complete Municipal Wide Service Delivery Project is a large undertaking, municipal staff are recommending that the Town single source the third-party reviewer and forgo the Tender and RFP process and award the review to KPMG. KPMG would not require a large amount of time to gain knowledge about the Town of Cobourg due to the fact that KPMG is already our external auditor and has a good idea of the operations and divisions of the corporation. This knowledge will speed up the review and allow Council to review the final report in a quicker timeline as discussed.

8.0 CONCLUSION

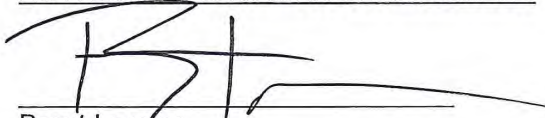
That Council support the Staff recommendation to allow KPMG to act as the Town's Third- Party Reviewer to review the Town of Cobourg's municipal service delivery expenditures for the purpose of finding savings and efficiencies as outlined within the Expression of Interest (EIO) submitted to the Provincial Government on December 5, 2019; and

9.0 POLICIES AFFECTING THE PROPOSAL
Not Applicable.

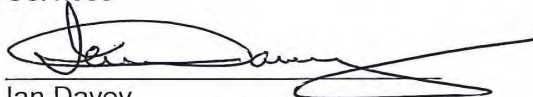
10.0 COMMUNICATION RESULTS

The Town of Cobourg will post the final third-party reviewer Municipal Service Delivery Report to the Town's website and all information and material will be posted for public review when received. Council and the public will also be able to review the final report on the project that will be submitted to the Province by Staff.

11.0 AUTHORIZATION ACKNOWLEDGMENT



Brent Larrner
Municipal Clerk/Manager of Legislative
Services



Ian Davey
Treasurer/Interim CAO

[Save](#)[Print](#)[Clear Form](#)

Municipal Modernization Program Intake 1: Expression of Interest

- 1) Please complete all the required fields of this Expression of Interest.
- 2) Ensure that the completed Expression of Interest has been declared to by the appropriate municipal staff.
- 3) Please save this Expression of Interest form and e-mail it to Municipal.Programs@ontario.ca by **December 6, 2019**. Attach any applicable supporting documentation as separate documents.

Key Information

Title of Proposed Service Delivery Review Project Municipal Services Delivery Review	
Legal Name of Municipality The Corporation of the Town of Cobourg	
Mailing Address 55 King Street East, Cobourg ON, K9A 2M2	
Name of Primary Contact Brent Larmer	Position Title Municipal Clerk/Manager of Legislative Services
Email Address blarmer@cobourg.ca	Telephone Number 905-372-4301

Declaration

- ☒ I declare that all the information that is being submitted in this Expression of Interest is to the best of my knowledge true and correct.
- ☒ I declare that I have the authority to submit this Expression of Interest.
- ☒ I acknowledge that it is a program requirement that the proposed third-party review project result report be publicly posted by June 30, 2020.
- ☒ I acknowledge that it is a program requirement that field work covered by this Expression of Interest must not have begun before November 1, 2019.
- ☒ I confirm that identifying opportunities for revenue generation or reductions in front line services is not the goal of the proposed review project.

Name of Signatory (TYPE) Brent Larmer	Position Title (TYPE) Municipal Clerk	Date (DD/MM/YYYY) 05/12/2019
--	--	---------------------------------

Proposed Service Delivery Review Project

Provide a brief description of your proposed third-party review project, including the objectives and expected outcomes related to service delivery efficiencies and cost savings. If applicable, attach supporting documentation such as a request for proposals or a project charter.

The Town wishes to undertake a review of its municipal programs and services (excluding police and fire services), the intention of which is to identify opportunities for cost reductions through the elimination of discretionary programs, changes to service levels and the adoption of different approaches to service delivery. The outcomes of the review will support strategies that will sustain service delivery in an efficient and effective manner, as well as demonstrate value-for-money to Council, residents and other stakeholders.

Key deliverables for the review include the following:

1. The development of service profiles for all services included in the scope of the review, which will provide an overview of the service, the overall public policy objective met by the service, the rationale for the Town's involvement in the service (mandatory, essential, traditional, discretionary), the Town's current service level in comparison to either minimum standards established by regulation or the typical service level standard adopted by similar sized municipalities, information concerning service level outputs, the Town's approach to service delivery (own resources, external providers, financial contributions, etc.) and line-by-line budget and staffing information.
2. A comparative analysis of financial indicators against five similar sized municipalities with similar jurisdictional and operating characteristics, the intention of which is to determine whether the Town is an outlier with respect to the cost of delivering specific services.
3. A line-by-line review of historical expenses, as well as budget to actual variances, to determine whether potential changes could be made to the Town's budgeting process that would yield reductions in the municipal levy.
3. The development of process maps for ten administrative processes (e.g. payroll processing, work order management, parks and recreation registration, procurement and payable processing, development applications, building permit applications), the purpose of which is to identify potential areas for operating efficiencies, enhanced customer service and/or improved risk management.
4. The identification of potential opportunities for cost reductions for consideration by Council, with associated high level assessments of financial benefits and non-financial considerations. It is expected that most, but not all, opportunities will be identified with respect to services where (i) significant gaps exist between the Town's intended role and its existing capabilities; (ii) duplication and other inefficiencies have been identified during the course of the review; (iii) significant latitude exists for changes to service levels, processes and other aspects of the Town's operations (as opposed to mandatory and/or highly regulated services); (iv) staffing levels are primarily variable in nature and are not interrelated with other municipal services; and (v) indicators for the Town vary significantly from the municipal comparators.

In connection with, but separate from, the review, the Town may undertake a survey of residents and other public engagement activities to provide additional perspective on its service delivery. The results of this work may be referred to by the third-party advisor when conducting the review but is not included within the terms of reference for the review.

Proposed Service Delivery Review Project

What is the anticipated cost of your proposed third-party review project? **Note:** only the cost of a third-party service provider may be included. Briefly describe the basis for your cost estimate. If applicable, attach supporting documentation such as a contract or vendor of record agreement.

The anticipated cost of the third-party review, based on the scope of work outlined above, is \$85,000, inclusive of all disbursements but exclusive of HST. The cost estimate is based on consultations with third-party advisors that have undertaken similar projects in Ontario.

The above-noted cost estimate does not include any amounts relating to public consultation that may be undertaken by the Town.

What are the anticipated start date and end date for the third-party review?

The review is anticipated to commence within one week of notification of the Town's award of funding by the Province. It is expected that the draft report will be available by April 30th, 2020, with Council acceptance of the final report occurring in May 2020.

Has your council passed a resolution demonstrating support for the proposed third-party review project?

- ☒ Yes (If yes, please attach a copy.)
☐ No

Helping Small and Rural Municipalities Better Deliver Services for People

February 24, 2020 2:00 P.M.

TORONTO — Today, Steve Clark, Minister of Municipal Affairs and Housing, announced up to \$3.9 million to help 42 small and rural municipalities modernize service delivery including ways to speed up the process for approving new housing and commercial developments.

"Our government is thrilled to invest in so many local projects focussed on making it faster and easier to build new housing and help attract and grow businesses," said Minister Clark. "We're going to keep working in partnership with municipalities to help them improve processes to focus on the vital programs and services Ontarians rely on."

The funding is provided through the [Municipal Modernization Program](#) and will support a range of projects, including helping municipalities streamline their local development approval processes and modernize permitting systems. For example, the Town of Aurora will review the process people must follow when applying for land use planning approvals with a goal of improving timelines and finding savings for residents, businesses and the town.

Up to \$125 million is available until 2022-23 through the Municipal Modernization Program. The government remains committed to working with our municipal partners to create a more competitive business climate and deliver smarter government services for people and businesses across the province.

QUICK FACTS

- More than 300 projects were submitted under the first intake of the Municipal Modernization Program and proposals continue to be reviewed.
- Ontario is already providing up to \$2.6 million for [27 joint projects that will help approximately 130 small and rural municipalities](#) improve services for residents and businesses and lower costs in the longer term.

Julie O'Driscoll Minister's Office
Julie.O'Driscoll@ontario.ca
Conrad Spezowka Communications Branch
mma.media@ontario.ca
416-585-7066

[Available Online](#)
[Disponible en Français](#)

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des Affaires
municipales et du
Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél.: 416 585-7000



MIN-234-2020-371

February 24, 2020

Your Worship
Mayor John Henderson
Town of Cobourg
jhenderson@cobourg.ca

Dear Mayor Henderson,

Thank you for your municipality's submission to the Municipal Modernization Program and for your commitment to find smarter, more efficient ways to operate. I am pleased to advise that the Government of Ontario has approved funding of up to \$86,496.00 towards your project *Municipal Services Delivery Review* for the cost of an independent third-party reviewer to deliver a final report by September 18, 2020 (extended from June 30, 2020).

The Municipal Modernization Program is an important part of our government's plan to help municipalities lower costs and improve services for local residents and businesses over the long term. The review project being undertaken by your municipality is an important step toward achieving Ontario's goal of helping municipalities deliver efficient, effective, modern services that meet the evolving needs of our communities.

A transfer payment agreement is required to provide funding for the project. Ministry staff will be in touch with your staff shortly to finalize the transfer payment agreement and work through details of funding implementation. Should you have any questions, please feel free to contact your Municipal Services Office, or the ministry at municipal.programs@ontario.ca.

Congratulations on this funding approval. I extend my best wishes as we work together to modernize service delivery and focus spending on vital programs and services.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c. Ian Davey, Interim CAO, Town of Cobourg
David Piccini, MPP, Northumberland–Peterborough South

ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the ____ day of _____, 20____

B E T W E E N

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and Housing
(the "Province")**

- and -

**The Corporation of the Town of Cobourg
(the "Recipient")**

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this 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 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Summary
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports

any amending agreement entered into as provided for in section 4.1

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:
- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
 - (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

- 3.1 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.

4.0 AMENDING THE AGREEMENT

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 The Recipient acknowledges that:
- (a) by receiving Funds, it may become 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)*;
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
 - (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that 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.

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 Municipal Affairs
and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the Town of Cobourg

Date

Name: John Henderson
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Brent Larmer
Title: Municipal Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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 headings do not form part of the Agreement; they are for 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; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all the schedules listed in section 1.1, and any amending agreement entered pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, 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 has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"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.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

"Maximum Funds" means the maximum Funds set out in Schedule "B".

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (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 federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including 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.

A2.2 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, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **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 A7.0; 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.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all 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 in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will 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.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) 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 to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any **rights** provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its 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 the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **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 the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to 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.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 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.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) 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
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, 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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds 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 payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

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 Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A16.2 **Debt Due.** If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **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 as provided for in Schedule "B".

A16.5 **Fails to Pay.** 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.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 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 mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 Postal Disruption. Despite section A17.2(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 give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 Consent. When the Province provides its consent pursuant to the Agreement it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 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. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, 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.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **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.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise 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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 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 may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (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), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$86,496.00
Expiry Date	December 31, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$2,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Helen Collins</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Fax: 416-585-7292</p> <p>Email: helen.collins@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Brent Larmer</p> <p>Position: Municipal Clerk</p> <p>Address: 55 King Street, West Cobourg ON, K9A 2M2</p> <p>Fax: 905-372-7558</p> <p>Email: blarmer@cobourg.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Ian Davey</p> <p>Position: Treasurer/Interim Chief Administrative Officer</p> <p>Address: 55 King Street West, Cobourg ON, K9A 2M2</p> <p>Fax: 905-372-7558</p> <p>Email: idavey@cobourg.ca</p>

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE "C"
PROJECT SUMMARY

Objectives
The objective of the Project is to review the Recipient's municipal programs and services (excluding police and fire services), to identify cost saving and improved efficiencies through the elimination of discretionary programs, changes to service levels and the adoption of different service delivery approaches.
Description
<p>The Recipient will retain an independent third-party to conduct a service delivery and modernization review of the Recipient's municipal programs and services.</p> <p>The independent third-party review will:</p> <ol style="list-style-type: none"> 1. Develop service profiles which provide: <ol style="list-style-type: none"> a. An overview of the service; b. The overall public policy objective met by the service; c. The rationale for the Recipient's involvement in the service (mandatory, essential, traditional, discretionary) d. The Recipient's current service level in comparison to either minimum standards established by regulation or the typical service level standard adopted by similar sized municipalities; e. Information concerning service level outputs; f. The Recipient's approach to service delivery (resources, external providers, financial contributions, etc.); and g. Line-by-line budget and staffing information. 2. Provide a comparative analysis of financial indicators against five similar sized municipalities with similar jurisdictional and operating characteristics; 3. Complete a line-by-line review of historical expenses, as well as budget to actual variances. This will lead to recommendations regarding potential changes in budgeting processes that could yield reductions in the municipal levy; 4. Develop process maps for ten administrative processes to identify potential areas for operating efficiencies, enhanced customer service and/or improved risk management; 5. Make recommendations for cost savings and efficiencies regarding: <ol style="list-style-type: none"> a. Significant gaps between the Recipient's intended role and its existing capabilities; b. Duplication; c. Service levels, processes and other aspects of the Recipient's operations; d. Staffing levels; and e. A comparative analysis between the Recipient and other municipalities.

Independent Third-Party Reviewer's Report

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit a draft of the Independent Third-Party Reviewer's Report to the Province by August 31, 2020. The draft will summarize the reviewer's preliminary findings and recommendations for cost savings and improved efficiencies.

The Recipient will submit the Independent Third-Party Reviewer's Report to the Province and publish the report on their publicly accessible website by September 18, 2020.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

SCHEDULE "D"
BUDGET

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$86,496.00

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of the Agreement 	<p>Initial payment of \$64,872.00 made to Recipient no more than thirty (30) days after the execution of the Agreement</p>
<ul style="list-style-type: none"> • Submission of Interim Progress Report to the Province • Submission of draft Independent Third-Party Reviewer's Report to the Province • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website • Submission of Final Report to the Province 	<p>Final payment of up to \$21,624.00 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report</p>

SCHEDULE "F"
REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 th , 2020
2. Final Report	September 18 th , 2020

Report Details

1. Interim Progress Report


The Recipient will submit an Interim Progress Report to the Province by June 15th, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

2. Final Report

The Recipient will submit a Final Report to the Province by September 18th, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT Committee of the Whole	
TO:	Mayor and Council Members	
FROM:	Brent Larmer	
TITLE:	Municipal Clerk/Manager of Legislative Services	
DATE OF MEETING:	March 9, 2020	
TITLE / SUBJECT:	Deputy Clerk Records Management Coordinator Position	
REPORT DATE:	February 3, 2020	File #:

1.0 STRATEGIC PLAN

The Deputy Clerk/Records Coordinator position will help to fulfill in many of the Town of Cobourg Municipal Council Strategic Plan's Goals and Objectives and allow for the Municipal Clerk/Manager of Legislative to focus on many of the Strategic Priorities that the position is responsible for during the Council Term.

2.0 PUBLIC ENGAGEMENT

Not Applicable.

3.0 RECOMMENDATION

THAT Council receive the report from the Municipal Clerk/Manager of Legislative Services for information purposes; and

FURTHER THAT Council approve the creation of a permanent full-time position in the Legislative Services Department being, Deputy Clerk/Records Management Coordinator replacing the current Records and Committee Coordinator position.

4.0 ORIGIN AND LEGISLATION

Pursuant to Section 228(2) of the *Municipal Act, 2001* permits a municipality to appoint a Deputy Clerk who has all the powers and duties of the Clerk under the said Act and any other Act.

5.0 BACKGROUND

The Town of Cobourg has not had a standalone Deputy Clerk position within the corporate organizational structure since the previous by-law appointment of a Deputy Clerk in 2005.

Currently the Town's Deputy Clerk is the Director of Corporate Services/Treasurer and most recently that position has also been appointed the Interim Chief Administrative Officer.

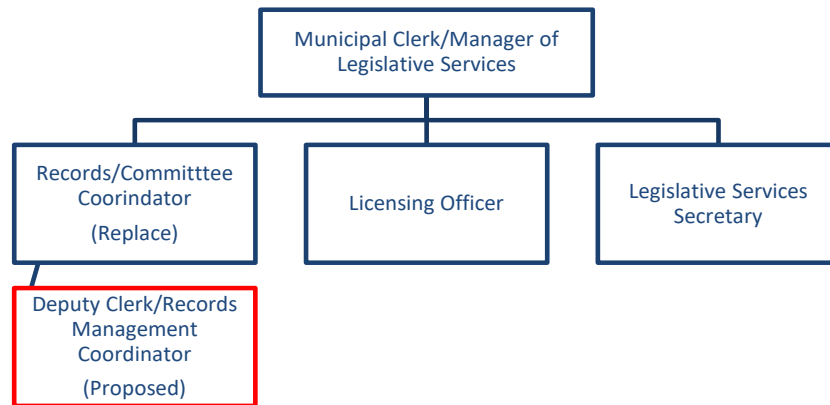
In January 2020 the Legislative Services Department received the resignation of its Records and Committee Coordinator who held the job for one (1) year and four (4) months. Previous to this resignation the position was called the Legislative Services Coordinator which the individual resigned after a year and a half in the position and previous to that resignation the individual who held the position originally left the Town after only a year and a few months from being in the job. In the past four (4) years there has been three (3) individuals holding this position within the Legislative Services Department. Since the Job has been through multiple staff turnovers, the Municipal Clerk recommends that it is necessary to look at this position and categorize it justly within the Legislative Services Office.

The Legislative Services Department is an integral part of the Town of Cobourg organization and is one of two mandatory statutory departments in a municipal government. The Legislative Services/Municipal Clerk's Department is an essential link between, the General Public, Municipal Staff and Municipal Council.

The primary role of the Municipal Clerk's Department is driven and dictated by Provincial Legislation:

- *The Municipal Act, 2001;*
- *Municipal Elections Act;*
- *Municipal Freedom of Information and Protection of Privacy Act;*
- *Marriage Act;*
- *Vital Statistics Act; and*
- *Many more Municipal Statutes.*

Below is the current staffing of the Legislative Services Department:



Within the County of Northumberland, the following municipalities have a Deputy Clerk or are in the process of hiring a Deputy Clerk Position.

Have a Deputy Clerk Position:

County of Northumberland
 Municipality of Port Hope
 Municipality of Trent Hills
 Municipality of Brighton
 Township of Alnwick/Haldimand

Hiring Deputy Clerk 2020:

Cramahe Township - 2020
 Township of Hamilton – July 2020

6.0 ANALYSIS

The Municipal Clerk is requesting that Municipal Council support the creation of a Deputy Clerk/Records Management Coordinator in the Legislative Services Department. This position would be responsible for performing the duties related to developing, maintaining and continuously improving the Corporations Records Management Program and Systems as well as being responsible for the lifecycle of corporate records both electronic and manual. Additionally, this position will be responsible for fulfilling statutory obligations and support the Municipal Clerk in the absence of the Clerk, in accordance with the *Municipal Act, 2001* as amended.

In the last several years there has been many changes in legislation and increased workload within the Municipal Clerks' office in which the utilization of a Deputy Clerk would complement the Clerk's Office to increase efficiency and effectiveness in service delivery.

As a result of those changes, this position will cover the following Legislative initiatives that are in-line with the Municipal Council Strategic Plan.

1. Responsible for the maintenance of the Town of Cobourg Municipal Accountability and Complaint Process. This responsibility would include working with the newly adopted Municipal Corporate Complaint process and protocol and maintain regularly up to date information on the municipal website. This position would be responsible for generating the quarterly report to Council providing a summary of the Complaints received through the Municipal Complaint Policy for information to Council. In addition, this position would be responsible to oversee the investigation process and correspondence with the Integrity Commissioner on Complaints and following up with annual reports to Council with the Integrity Commissioner. In addition to these accountability processes the Deputy Clerk/Records Management Coordinator will be responsible for communication with the Provincial Ombudsman's Office when necessary and keeping up to date with recent decisions and reports from the Ombudsman's Office in order to update any policies and procedures of the Town.
2. An additional responsibility of this position is Corporate Privacy and managing the lifecycles of all *Municipal Freedom of Information Protection of Privacy* Requests for the Town on behalf of the Municipal Clerk who is designated as the Municipal Head for this purpose. This will be done through provided advice and assistance to Staff at all levels and Municipal Council on matters related to the MFIPPA, privacy requirements and breaches and develop policies and procedures for managing access to information and for protection privacy as well as protocols, procedures, forms and guidelines for Routine Disclosures. In addition to managing the MFIPPA process, the position will be responsible for researching and analyzing case law and information & Privacy Commissioner of Ontario precedents, consulting with stakeholders to ensure their views and concerns are considered in the application of discretionary exemptions. This position will annually report to Council on all MFIPPA Requests annually and provide disclosed and detailed summaries of information related to the requests and also supply Council with the Annual Report that the Town files with the Information & Privacy Commissioner yearly in the IPC format.
3. Lastly an important responsibility of this new Deputy Clerk/Records Management Coordinator position is the emphasis needed on the Council Strategic Plan initiatives of the Corporate Records Modernization Project and through implementation of the Electronic Document Records Management System. The Town of Cobourg Council recently adopted and received a Corporate Records Management Program Policy and a

new 2020 Records Retention and Classification System in which all staff are to follow and adhere to in their everyday duties. The position would be responsible for the overall coordination of the entire Records Management Program in the Town which ultimately will lead to a more transparent, accessible and open government municipality to allow the public and future generation's the ability to access information and public records when needed. This departmental responsibility will also be expanded into the future use and retention of the Town's significant archival records when the municipality assumes responsibility over the environmentally controlled Archival Areas that are stored at the Cobourg Public Library. There is a need from local organizations and groups who hold important records of historical significance to partner with the Town to work towards a collaborative approach in ensuring that historical archival significant records are available to the public by their municipality.

In general, this position will:

- Provide support for the lifecycle of corporate-wide records/information management and electronic document management.
- Organize and classify active and inactive paper or electronic documents using The Ontario Municipal Records Management System or other systems as adopted by the Town of Cobourg.
- Maintain records management systems and verify that they are accurate and current by maintaining an index of records.
- Maintain compliance with relevant policies, standards, the records retention by-law, legislation regulations related to records management and including but not limited to the *Municipal Freedom of Information and Protection of Privacy Act*.
- Assist with Freedom of Information requests which includes searching for and reviewing responsive records and preparing documentation.
- Recommend and develop new and improved records management policies and/or tools based on current or changing legislation.
- Provide support to all users regarding records classification and records management procedures for the records retention by-law.
- Develop procedures to assist, train and coach departments in the implementation and management of effective records management.
- Maintain confidentiality and discretion at all times in having full-access to personal and business information.
- Provide Council secretariat services, including Council and Committee agenda preparation and meeting attendance to record minutes, draft Council/Committee reports, including recommendations.
- Fulfill statutory roles under the *Municipal Act* and *Municipal Freedom of Information and Protection of Privacy Act*, and other legislation as required.
- Research and prepare Municipal bylaws.

- Research and assist in the development of corporate service performance reporting initiatives and customer service strategies and programs.
- Other duties as may be assigned from time to time.

Below is a brief synopsis and overview of the statistics that the Legislative Services Department has started tracking in order to see the change in service delivery from year to year.

Legislative Service Statistics 2019:

Licensing:

Licensing Type:	Number:
Lottery Licenses (Raffles/Break Open):	180
Lottery License (Bingo):	Over 1400 Events
Marriage Licences:	195
Marriage Ceremonies:	60
Death Registrations/Burial Permits	Total: 414 In Town - 280 Out of Town - 129
Taxi Drivers	26 Applications
Taxi Cab Licenses	19
Second Hand Good License	10
Itinerant Vendor License	3
Patio/Display Permits	14

Council/Committee Meetings:

Meeting Type:	Number:
Council Meetings (Agenda/Minutes)	50
Public Meetings	16
Committee Meetings (Approval of Agendas)	58

Access and Privacy:

Request Type:	Number:
MFIPPA Requests	30
MFIPPA Appeals	0
Completed within Thirty (30) days	13
Fees Request (O.Reg)	3
Routine Disclosure	50

Accountability and Transparency:

Accountability Office	Number:
Integrity Commissioner Inquires/Complaints	2
Municipal Ombudsman Complaints – to date	5
Closed Meeting Investigations	0

Commissioner of Oath Services

	Number:
Commissioner Services Issued	389

The Deputy Clerk will also be responsible to attend Council meetings and support the Municipal Clerk within their statutory roles and responsibilities. The Deputy Clerk will fill in and work directly with Council when needed. In addition this position will provide oversight of all Municipal Advisory Committees and support Committee Secretaries and fill in as Committee Secretary on occasion.

7.0 FINANCIAL IMPLICATIONS/STAFFING/BUDGET IMPACT

The Deputy Clerk/Records Management Coordinator will be an existing non-union position that will receive a new title with a redeveloped job description with increased responsibilities. This update will require an adjustment within the budget for the current positions salary.

The creation of this Deputy Clerk/Records Management position, if approved will have an anticipated start date of May 1, 2020. Currently there is a gap in the Clerk's Department from the Records and Committee Coordinator position. This vacant position's salary which is currently in the budget will cover the cost of the new position and not affect the 2020 budget numbers.

The Interim Human Resources Manager provided a comparable salary estimate for the proposed position using the recommended roles and responsibilities that were provided which placed the position in Grade 6 of the 2020 Salary Grade Structure for Management Supervisory and Administrative Personnel with the Job Rate being \$82,129.

Grade	Level One	Level Two	Level Three	Level Four	Level Five
6	\$70,204.50	\$73,013.34	\$75,928.94	\$78,934.89	\$82,129.74

In the 2021 Budget Year the Legislative Services salary line will see an increase in the budget of approximately \$40,000 (Including Benefits). Council will need to be aware of this increase for 2021 budget implications. This estimate is based on Grade 6 and placement on the grid at Job Rate. The incumbent's placement on the Salary Grid will be based on their level of education, experience and qualifications.

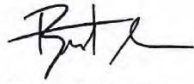
In addition, this position will need to go through an evaluation after a year to determine if the position is within the correct pay scale and the duties and responsibilities are accurate to what the actual job responsibilities are after a year of working within the position.

8.0 CONCLUSION

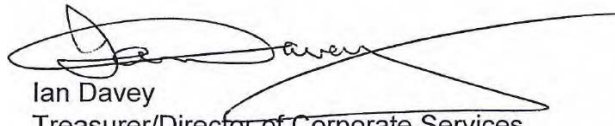
THAT Council accept the recommendation from the Municipal Clerk and approve the creation of a permanent full-time position in the Legislative Services Department being, Deputy Clerk/Records Management Coordinator replacing the current Records and Committee Coordinator role in the Legislative Services Department.

Although the municipality is conducting a Services Delivery Review and Organizational Review in 2020, the Municipal Clerk's Office is in need of assistance for this role immediately in order to conduct everyday statutory responsibilities in a manner that is efficient and effective for the residents of the Town of Cobourg. The current position has gone through many employees in the last few years and the rationale can be determined in relation to the increased responsibility and duties that do not currently match the position and compensation that is needed to support the Municipal Clerk and Staff in the Legislative Services Department.


9.0 AUTHORIZATION ACKNOWLEDGMENT (SENIOR MANAGEMENT/CAO)



Brent Larmer
Municipal Clerk
Manager of Legislative Services



Ian Davey
Treasurer/Director of Corporate Services

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG
	STAFF REPORT
TO:	Mayor and Council Members
FROM:	Colleen McBride
TITLE:	Interim Manager, Human Resources
DATE OF MEETING:	March 9, 2020
TITLE / SUBJECT:	Living Wages Report
REPORT DATE:	February 25, 2020

1.0 STRATEGIC PLAN

People-The Town supports and cares for the social and physical well-being of its citizens.

2.0 PUBLIC ENGAGEMENT N/A

3.0 RECOMMENDATION

THAT Council receive this report for information purposes; and
 FURTHER that Council authorize staff to complete the steps necessary to achieve the **LEADER LEVEL** of Living Wage Certification.

4.0 ORIGIN AND LEGISLATION

At the meeting of Cobourg Municipal Council on December 2, 2019, the following resolution was passed:

"Moved by Deputy Mayor Suzanne Seguin, Seconded by Councillor Aaron Burchat THAT council receive the delegation from Kristina Nairn, Haliburton, Kawartha Pine Ridge District Health Unit (HKPR) for information purposes; and

Further that Council direct Staff to provide a report to Council for March 9, 2020 that outlines the process and requirements to become a Certified Living Wage employer, including what percentage of full-time and part-time employees are paid a living wage or above; and

Further that council consider creating a working group to continue the process of becoming a Certified Living Wage employer and to review the community-wide benefits of the program pending the findings presented in the report.”

5.0 BACKGROUND

A living wage is defined as the hourly wage a worker needs to earn to cover their basic expenses and participate in their community. This differs from the minimum wage which is a provincially legislated minimum requirement that must be paid to all employees across the province. The living wage is based on the premise that at a minimum, those who are working can meet their basic needs and sustain themselves and their families. The living wage is re-calculated annually to ensure that it accurately reflects changes in living expenses. Living Wages offer a sense of dignity, improved quality of life and is considered one strategy to help lift or keep people out of poverty.

The Haliburton, Kawartha Pine Ridge District Health Unit (HKPR DHU) has been working with the Ontario Living Wage Network to determine annual Living Wages for Northumberland County. In the presentation made by HKPR DHU nurse Kristina Nairn on December 2nd, 2019, the living wage was determined to be \$17.95/hr. The Living Wage is updated each fall and was updated in December for Northumberland County to be \$18.06 for 2020.

The Living Wage Calculation includes benefits, so for employers who contribute to and provide benefits for employees, the amount for the benefits packages are taken into consideration. For The Town of Cobourg’s full and part time staff, taking into account their benefits packages means the living wage is calculated at \$16.26.

Across Ontario over 295 employers have been certified as living wage employers by the Ontario Living Wage Network. The range is from small to large businesses as well as not for profit organizations. In addition, the municipalities of Cambridge, Kingston, Huron County and North Perth have also joined this movement and have become certified employers. These also represent a range in the sizes of municipalities involved from small populations (North Perth is 13,130), medium populations (County of Huron has a population of 59,297) to larger populations (Kingston has a population over 177,000). When North Perth received their certification, Anne Coleman, the campaign manager with the Ontario Living Wage Network stated that “Public-sector employers are really anchor institutions within our communities, and it’s so important for you to show that initiative and lead by example”.

The process to becoming a living wage employer is a phased in implementation and has three levels of certification. When applying for living wage certification, organizations detail a timeline that is the best fit for them to

bring direct employees and contracted, third party service staff to a living wage rate.

The SUPPORTER level indicates that all direct full-time employees are paid a living wage. Part Time staff are then phased in over time as the employer determines a time line that they will be able to begin raising the pay of direct part-time employees to the living wage rate.

The LEADER level indicates all direct full-time and part-time employees are paid a living wage. The commitment is extended to phase in, over time, service contracts for third party externally contracted employees that provide service on a regular basis (over 120 hours per year).

The CHAMPION level indicates that all direct full-time, part-time and externally contracted third party staff that provide service on a regular basis are paid a living wage or will be when applicable contracts are renewed.

***The living wage calculation is inclusive of employer paid non-mandatory benefits.**

***Those who are not considered direct full or part time staff i.e., Council, students, practicum, co-op placements or interns are exempt from living wage requirements if they do not comprise over 10% of total staff makeup.**

6.0 ANALYSIS

The Town of Cobourg as a corporation is in a better position to attract and sustain a robust workforce if it is ensuring employees are paid a wage that allows them to live, work and play adequately in our community. Our employees should never be faced with wages that do not allow them to meet their basic needs.

As a Town we also have the opportunity to encourage others in the public, private and non-profit sector to consider the positive impacts on individuals, families and the community as a whole when wages adequately meet basic needs. We can support increased spending power and reduced inequality in our community.

Currently the Corporation of the Town of Cobourg already meets the standard for the second level of certification, the **Leader Level** of Living Wage Certification. 100% of all direct full-time and part-time municipal employees are already paid above the living wage. The Corporation of The Town of Cobourg would not accrue any additional costs for staff wages to become certified at the Living Wage Leader level.

To obtain the **Champion Level** Human Resources staff will provide Town of Cobourg management with information needed to assess their contracts. Management will be strongly encouraged on an on-going basis to enquire and support paying third party contractors a living wage.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no financial implications as a result of becoming a certified Living Wage Employer at the Leader level.

The Town of Cobourg would reach certification at the highest level of **Champion** certification status when 3rd party contracts are confirmed to being paid a living wage.

8.0 CONCLUSION

The findings of this staff report indicate that 100% of full-time and part-time employees are paid at or above the living wage rate for Northumberland County. There are no financial or otherwise negative implications to becoming a certified Living Wage Employer at the **Leader** level. It is recommended that The Town of Cobourg complete the application to be awarded the Living Wage Leader Certification.

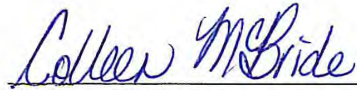
To investigate the final level of Champion certification status, it is recommended that Human Resources will work with management staff in 2020 to assess the potential impacts of a living wage clause in our procurement process.

9.0 POLICIES AFFECTING THE PROPOSAL N/A

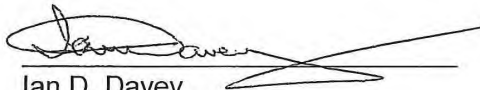
10.0 COMMUNICATION RESULTS A public notice will be issued when the certification process has been completed.

11.0 ATTACHMENTS N/A


12.0 AUTHORIZATION ACKNOWLEDGMENT



Colleen McBride
Interim Manager Human Resources



Ian D. Davey
Treasurer/Interim CAO

	PLANNING & DEVELOPMENT DEPARTMENT MEMORANDUM
	PLANNING AND DEVELOPMENT ADVISORY COMMITTEE MOTION
TO:	Mayor and Members of Council
FROM:	Adriane Miller, Secretary
DATE OF MEETING	February 25, 2020
SUBJECT:	Natural Waterfront Park- West Harbour

Moved by Member A. Commins

THAT the Planning & Development Advisory Committee (PDAC) has considered a presentation by Richard Pope and Margaret Bain on behalf of the Willow Beach Field Naturalists on September 17, 2019 regarding a proposal to create a Natural Heritage Waterfront Park comprising the West Harbour, the West Headland, the shoreline generally in front of the Marina, and the West Beach and the Ecology Garden;

AND FURTHER THAT the PDAC would support a proposal in principle to formally designate the West Headland (being the natural land area generally located south of the marina parking lot and the boat storage compound) and the West Beach and Ecology Garden (being the natural areas generally located west of Hibernia Street and the boat storage compound) as waterfront “Nature Parks” in conformance with the Town of Cobourg Parks Master Plan, Waterfront User Needs Assessment & Detailed Design Plan, Official Plan, Zoning By-law and all other applicable legislation, and subject to the finalization of details by Parks staff and Council;

AND FURTHER THAT the PDAC does not support a proposal which would formally designate the West Harbour (being the body of water located in the outer harbour basin) or the Marina area (being the general area of the Yacht Club and Marina buildings, parking area, green open space/lawn, pedestrian walkway, boat dock/launch, boat storage and non-motorized small craft boat facility) as a waterfront “Nature Park”, but rather would support the designation of these areas as a “Landmark Park”, subject to the finalization of details by Parks staff and Council.

CARRIED



Corporation of the Town of Cobourg

NOTICE OF HEARING OF
THE COMMITTEE OF ADJUSTMENT

SUBJECT LANDS: 232 James Street East (Sun Avenue Holdings Inc) **FILE NO:** A-01/20

The Town of Cobourg Committee of Adjustment has received an application from Don Selyan of Sun Avenue Holdings Inc. (owner) for a Minor Variance to Comprehensive Zoning By-law No. 85-2003 in accordance with Section 45 of the Planning Act, R.S.O. 1990, c.P.13, as amended. The purpose and effect of the proposed Minor Variance is to permit the addition of a sixth (6th) apartment dwelling unit within the existing 5-unit building.

The applicant is seeking the following variance:

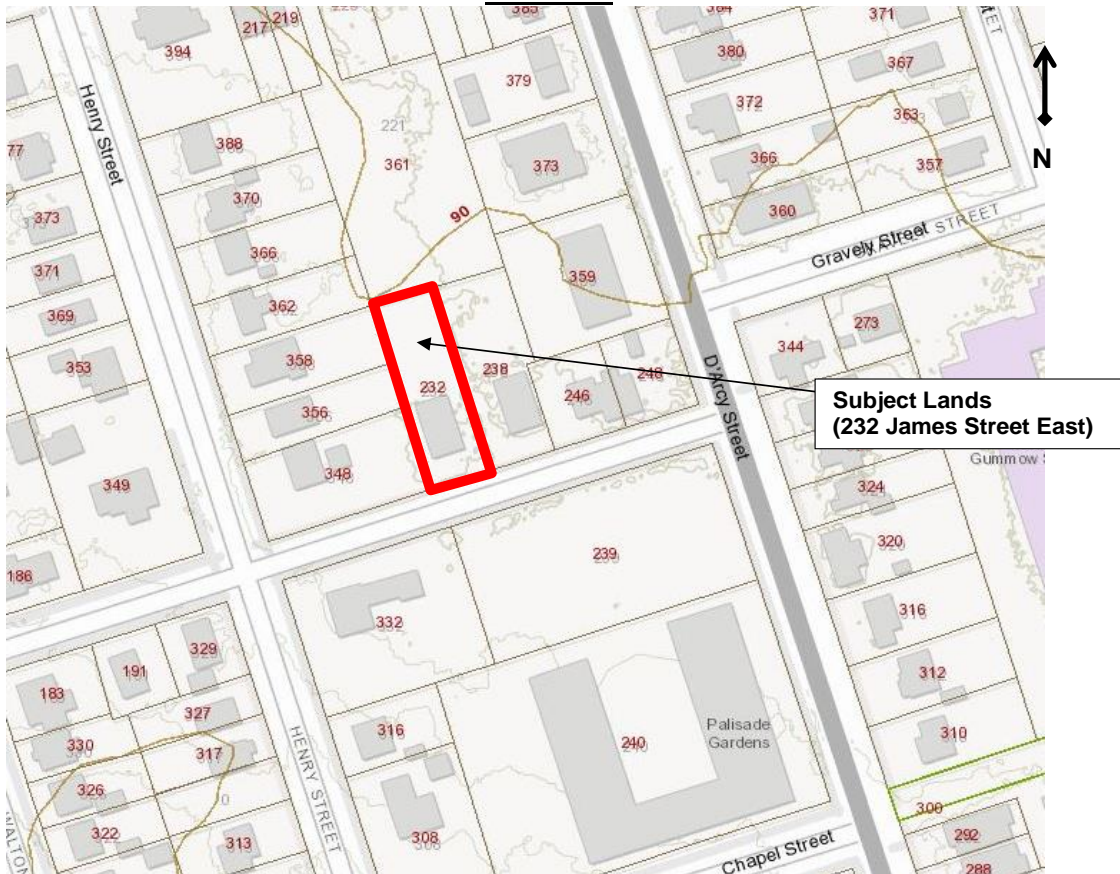
- To increase the maximum permitted density on the subject property from 50 units per hectare to 51.5 units per hectare, a variance of 1.5 units per hectare.


A Hearing will be held by the Committee of Adjustment on **Tuesday, March 10th, 2020** in Victoria Hall, 55 King Street West, 3rd Floor Committee Room at **4:00 p.m.**

Additional information which will enable the public to understand the proposed application is available for inspection upon request by contacting the Town's Planning Department, c/o Adriane Miller, Secretary-Treasurer, Victoria Hall, 55 King Street West, Cobourg, K9A 2M2, 905-372-1005, amiller@cobourg.ca during regular office hours.

DATED at Cobourg this 27th day of February, 2020 **Adriane Miller, Secretary-Treasurer**
ZONE: Residential Four (R4) Zone **Committee of Adjustment**

KEY MAP



 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Committee of Adjustment	
FROM:	Rob Franklin, MCIP, RPP	
TITLE:	Manager of Planning	
DATE OF MEETING:	March 10 th , 2020.	
TITLE / SUBJECT:	Application for Minor Variance: 232 James Street East (Don Selyan for Sun Avenue Holdings Inc.)	
REPORT DATE:	March 3 rd 2020	File #: A-01/20

1.0 STRATEGIC PLAN
N/A

2.0 RECOMMENDATION

The following actions are recommended:

THAT the requested minor variance to permit 51.5 dwelling units per hectare (or 1 additional dwelling unit) for the property known municipally as 232 James Street East be granted subject to the following conditions:

1. That a minimum of eight (8) parking spaces be installed and maintained on the subject property;
2. That this variance relate to the creation of one new dwelling unit in the basement of the existing five-unit apartment building.
3. All conditions are subject to the specifications and approval of the Town of Cobourg, but at no cost to the Municipality.

3.0 PUBLIC ENGAGEMENT

Section 45 (5) of the Planning Act, R.S.O. 1990, c.P. 13, as amended, prescribes statutory notice requirements for minor variance applications. The Planning Act requires that at least ten (10) days before the day of the hearing, notice shall be given by either:

- a) personal service or ordinary service mail to every land owner within a 60 m radius of the area to which the application applies; or
- b) publication in a newspaper that is of sufficient circulation in the area which the application applies.

The statutory notice requirements of the Planning Act have been fulfilled for this application. The notice of application is also posted on the Town of Cobourg website.

4.0 ORIGIN

The subject property known as 232 James Street East is an established residential property, improved with a two-storey residential building containing five (5) existing apartments. The subject property is approximately 20 m (66ft) in frontage, and approximately 1,162.5 m² (12,540 ft²) in lot area. See **Schedule “A”** Key Map.

The applicant has expressed that the new unit will not require any building additions or exterior changes to the property with the renovation only requiring the conversion of part of the existing basement floor space (to be confirmed by the Building Department through the Permit approval process). See **Schedule ‘B’** Photos.

The subject property is located in a Residential Four (R4) Zone, and presently, the R4 Zone permits multi-unit residential buildings, including apartments, at a maximum density of 50 units per hectare. The addition of one (1) dwelling unit would raise the density to 51.5 units/ha. Therefore, the applicant is seeking the following variance:

- To permit 51.5 dwelling units per hectare, a variance of 1.5 units per hectare.

5.0 ANALYSIS

In the analysis of this application, a number of points have been reviewed:

1. Provincial Policy Statement (PPS) & A Place to Grow Growth Plan

The Planning Act R.S.O. 1990, c.P.13, requires that decisions of local approval authorities shall be consistent with matters of Provincial Interest in carrying out decisions on applications such as consents and/or minor variances. Items of Provincial Interest are outlined in the Provincial Policy Statement (PPS) and A Place to Grow Growth Plan and include:

- promoting efficient, cost-effective and financially sustainable development and land use patterns;
- ensuring that sufficient land is designated and approved to accommodate projected residential growth;
- ensuring that an appropriate range of housing types and densities are provided to meet the requirements of current and future residents;
- ensuring that necessary infrastructure and public service facilities are or will be available to meet projected needs;
- promoting land use patterns and densities which are transit-supportive;
- avoiding development and land use patterns which may cause environmental and/or public health and safety concerns;
- conserving significant built heritage resources;
- facilitating and promoting intensification.

Beyond the above items, Section 1.4.3 of the PPS directs municipalities to permit all forms of housing to provide an appropriate range and mix of housing types and densities – including affordable housing. Further, municipalities should permit and facilitate residential intensification and redevelopment within existing, built-up serviced areas.

The proposal will add an additional dwelling unit on the subject property in the form of a sixth dwelling unit within the existing apartment building. The concept of adding additional residential density on lots within urban serviced

areas is supported by the Province. The subject property is also of suitable size and configuration to support an additional dwelling unit and parking without disturbing the surrounding land uses, or negatively impacting the existing use of the residential property.

Overall, it is my opinion that the proposal reflects the provincial directive to create strong, liveable, healthy and efficient communities through efficient land use. The application will help increase residential density in an established, serviced neighbourhood, and the proposal will help meet the needs of the existing and future residents of the Town of Cobourg. In my opinion, this property is a suitable candidate for a minor residential intensification, such as that proposed through the addition of a one-bedroom dwelling unit in the basement of the existing building.

Given the above discussion it is my opinion that the proposal maintains the general intent and purpose PPS and A Place to Grow Growth Plan.

2. Northumberland County Official Plan

The Official Plan for the County of Northumberland was approved by the Ontario Municipal Board on November 23, 2016 and is now in full force and effect. The purpose of this upper-tier Official Plan is to provide a policy basis for managing growth and change that will support and emphasize the County's unique character, diversity, civic identity, urban and rural lifestyles and natural and cultural heritage and to do so in a way that has the greatest positive impact on the quality of life in the County.

The subject lands are located within the Built Boundary of the Urban Area, as designated in the County Official Plan. The County OP aims to focus growth in Urban Areas, and to support the establishment of complete communities. The policies contained within the County Official Plan encourage the provision of a range of housing types to accommodate persons with diverse social and economic needs, and support opportunities for various forms of residential intensification, where appropriate.

It is my opinion that this proposal supports the policies of the Northumberland County Official Plan by providing residential intensification within the urban serviced area of the municipality, and contributing to the selection and diversity of rental housing available within the community.

3. Official Plan

The subject property is designated Stable Residential Area in the approved Town of Cobourg Official Plan (2010). Section 3.4.3.1 specifies that intensification within Stable Residential Areas will be modest and incremental, which includes accessory apartments. Applications for new development in such areas are to be evaluated based on their ability to generally maintain the structure and character of the surrounding area. The land use policies of the Stable Residential Area designation provide a number of elements that new development applications should be evaluated on. The following elements were considered as part of this variance application:

i) scale of development respects the height, massing and density of adjacent buildings and is appropriate for the site;

The proposed sixth dwelling unit will be situated in the existing apartment building already improving the Subject Property. No exterior changes to the property are expected as a result to the proposal other than additional parking spaces.

ii) respects the nature of the streetscape as defined by such elements as landscaped areas, and the relationship between the public street, front yards and primary entrances to buildings;

No changes to the front of the building are expected as part of this application.

iii) respects the relationship between the rear wall of buildings and rear yard open spaces;

The relationship between the rear wall of the existing dwelling and the rear yard open space area will not change as a result to the proposal. There is ample rear yard open space to accommodate an appropriate outdoor amenity area for the proposed use and parking areas.

iv) siting of building in relation to abutting properties ensures that there will be no significant negative impacts with respect to privacy and shadowing and appropriate buffering can be provided.

The building is two-storeys in height, and will not change in size, scale, or siting as a result to the proposal. The ample yards provide an appropriate buffer for between the subject property and low density residential uses to the west and to the existing medium density housing projects to the north and east of the subject property. See **Schedule “B”** Photos.

v) conforms with density provisions of Section 3.4.3.3;

The proposal will add one additional dwelling unit to the subject property in the form of a one-bedroom basement unit in the primary building. The addition of a sixth dwelling unit for a total density of approx. 51.5 u/ha exceeding the medium density range of residential development as described Section 3.4.3.3 of the Official Plan. It should be noted that the almost identical building to the east at 238 James Street East already contains six (6) units.

viii) Town is satisfied with the proposed grading, drainage and storm water management and, in particular that there is no impact on adjacent properties;

Given that the proposed additional dwelling unit will be located within the existing building, and that parking is already provisioned on the subject property in the rear yard, there is no need for any additional plans with regard to grading, drainage, or stormwater management. The addition of 2 parking spaces will result in only minimal increases in paved area which the applicant could complete as of right currently.

xiii) does not hamper or prevent the orderly development of adjacent properties;

This application will not hamper or prevent the orderly development of adjacent properties.

xiv) garages are designed so that they are not the dominant feature in the streetscape.

No new buildings, including garages, are proposed as a result of this proposal.

xvi) is in accordance with the Town’s Urban and Landscape Design Guidelines

The proposal in this case, is to improve an existing apartment building with an additional dwelling unit in the basement area. The applicant has not proposed to make any changes to the exterior of the building, or the surrounding property as a result to the proposal other than two (2) additional parking spaces at the rear of the building. Therefore, it is my opinion that the proposal as shown in the Schedules attached hereto maintains the general intent and purpose of the Official Plan and the Town's Urban and Landscape Design Guidelines. Further discussion on the Urban and Landscape Design Guidelines is included below.

Urban and Landscape Design Guidelines

The Cobourg Urban and Landscape Design Guidelines ("the Design Guidelines") were adopted by Council in September 2010 and are now in effect. The general design policies in the current, approved OP should be read together with the Design Guidelines when evaluating development applications, including minor variance applications.

Section 4.5.2 Residential Buildings provides a general outline of principles for residential design. These principles speak to creating strong public face with attractive and animated building frontages that incorporate large windows and front porches, and also ensuring creative, high quality and diverse design that is context sensitive.

Given that no exterior changes are proposed as a result to the proposal (parking is required, and the proposed new unit will be accommodated within the existing floor area of the residence), it is my opinion that the proposal will have no impact on the streetscape character of the residential dwelling. Additionally, the significantly sized rear yard area of the subject property can accommodate an additional outdoor amenity area for a sixth dwelling unit.

Based on the above discussion, it is my opinion that the proposal would not trigger the Town's Urban and Landscape Design Guidelines, as no site planning measures will need to be taken.

4. Zoning By-law

The subject property is located in a Residential Four (R4) Zone. The R4 Zone permits semi-detached, townhouse, multiple and apartment dwellings. The

R4 Zone is a medium density residential zone category. The intent of the R4 Zone's maximum density of fifty (50) units is to help ensure that that nature and character of generally stable, low and medium density residential neighborhoods are maintained, and to prevent land use conflicts from arising.

In this case, the subject property is not located within a typical stable low-density residential neighbourhood, such as a conventional residential subdivision. As shown in Figure 1: Zoning By-law Map Excerpt, the property is located in a transitional area with low, medium, and high density residential uses, as well as institutional uses. The subject property is also located close to a higher traffic street (D'Arcy Street), with municipal transit services available nearby.

The property immediately to the south of the subject property is a three-storey retirement apartment complex. The adjacent property to the east and north have apartment buildings improving them. The area to the west is generally characterized by low-density residential uses. Thus, the neighbourhood characteristics in this case are, in my opinion, supportive of modest and incremental residential density on the subject property.



Figure 1: Zoning By-law Map Excerpt

The subject property has an approximate lot frontage of 20 m (66 ft) and a depth of 58 m (190 ft). The minimum lot frontage for a lot with a multiple unit dwelling in a R4 Zone is 18 m (60ft), and the minimum lot area required is 650 m² (7,000 ft.²).

It is evident that the subject property is of appropriate size and configuration to accommodate an additional dwelling unit. Given the locational context of the subject property within a transitional neighbourhood with respect to residential density and permitted uses, it is my opinion that the intent of the Zoning By-law, to maintain the general nature and character of a lower density area, is still maintained by the proposal. Additionally, the proposal will maintain the character of the residential dwelling as an apartment building, as no building additions, or significant redevelopment of the existing building are proposed.

Additionally, the subject property already supplies six non-tandem parking spaces within the rear yard area. An additional two (2) spaces will be needed to comply with the minimum requirement for apartment dwellings in this location (1.25 parking spaces per unit). Accordingly, I have recommended, as a condition of the variance approval, that a minimum of eight (8) non-tandem standard parking spaces be maintained on the subject property.

Given the above discussion, it is my opinion that the proposal as discussed in the report, maintains the general intent and purpose of the Zoning By-law.

5. Minor/Desirable

It is important to note that the determination of “minor” in the context of a variance application such as this, is not a numeric exercise. The requested variances are assessed individually with respect to potential impact on surrounding land uses, and evaluated comprehensively with consideration to the overall proposed development.

It is my opinion that the subject property is an excellent candidate for the proposed incremental residential intensification. The applicant's proposal is minor in that only one additional dwelling unit is proposed to be added on a subject property, and the dwelling unit will be contained within the existing floor area of the building. This is a minor increase to the maximum density of 50 units per hectare. It should also be noted that six units exist in the building directly to the east on a lot of the same size. An appropriate parking solution for a six-unit apartment is easily met with 2 additional parking spaces. Accordingly, the addition of this one dwelling unit will have no material impact on the nature or character of the residential property as it exists today.

In my opinion, when observing the size, context and location of the subject property, the property characteristics alone support a higher residential density. In this case, a re-zoning does not appear to be triggered, given the extremely minimal impact the addition of one unit will have on the overall property and surrounding neighbourhood that is already representative of a transitional area between low, medium and high density/institutional development.

It is my opinion that the proposed addition of a sixth dwelling unit is desirable for the ongoing use and development of the subject property, and supports

both the Province's and County's policy direction to include more diversity in housing types, and affordability in housing offered.

Based on the above discussion, it is my opinion that the proposed variance, as discussed in this report, is minor, as the proposal will not result in a change of the existing character of the property, or require any further site planning measures to be taken on the subject property. The proposed increase in residential density on the property, is minimal relative to the lot area, and would be desirable given the provincial direction to encourage residential intensification opportunities, where appropriate.

6. The requested minor variance does not appear to create a traffic hazard or perpetuate an existing traffic problem. Six non-tandem parking spaces are already provided on the subject property, and shall be maintained on the subject property plus an additional two spaces to accommodate the additional dwelling unit.

7. The requested minor variance does not appear to be impacted by any natural hazards.

8. The requested minor variance does not appear to pose a negative impact to surrounding land uses.

As of the writing of this Report, no further Department or Agency comments have been received. The Committee of Adjustment will be informed of any comments submitted on or before the meeting date.

6.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no new anticipated negative financial implications imposed on the Municipality as a result of these minor variances. The applicant submitted the required \$1,750.00 application fee and deposit.

7.0 CONCLUSION

1. The proposed minor variance does not conflict with matters of Provincial Interest as outlined in the Provincial Policy Statement and the Place to Grow Growth Plan.

2. The proposed minor variance would maintain the general intent and purpose of the County and Cobourg Official Plans.

3. The proposed minor variance would maintain the general intent and purpose of the Zoning By-law.
4. The proposed minor variance would be generally desirable and allow for the appropriate development of the subject lands.
5. The proposed variance would be considered minor.

Suggested Conditions, if approved:

1. That a minimum of eight (8) non-tandem standard parking spaces be installed and maintained on the subject property;
2. That this variance relate to the creation of one new dwelling unit in the basement of the existing five-unit apartment dwelling.
3. All conditions are subject to the specifications and approval of the Town of Cobourg, but at no cost to the Municipality.

8.0 POLICIES AFFECTING THE PROPOSAL

The primary policies affecting this application relate to the policies of the Provincial Policy Statement, County and Cobourg Official Plan, particularly the Residential Area policies.

9.0 COMMUNICATION RESULTS

That the request for minor variance on lands known municipally as 232 James Street East, be granted by the Committee of Adjustment.

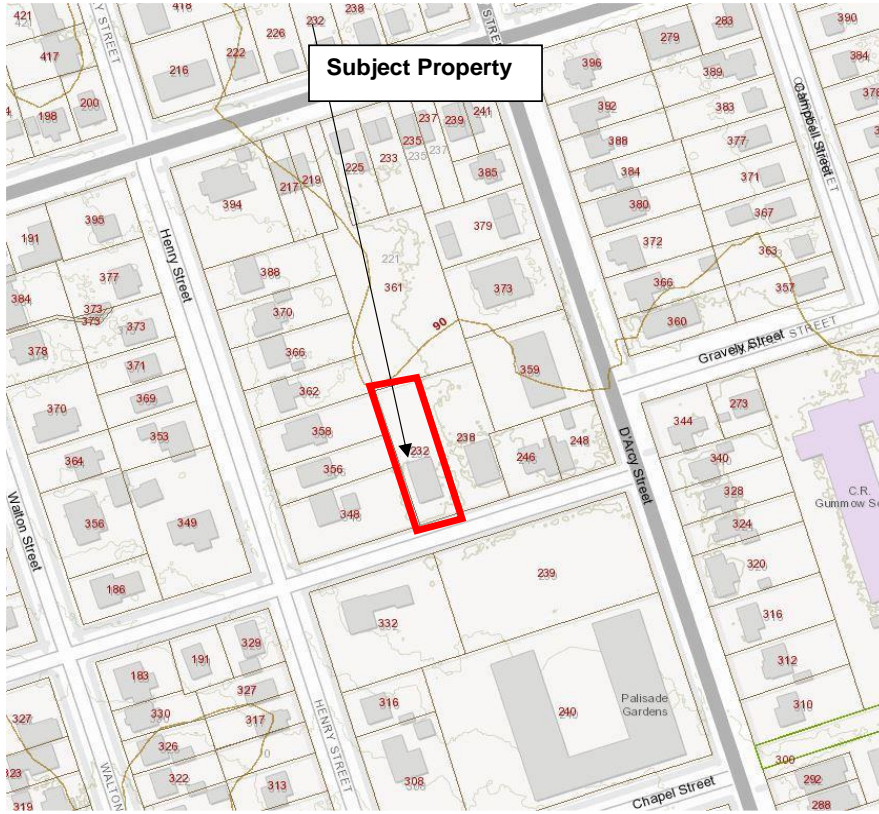
Approved by:



Glenn J. McGlashon, MCIP, RPP
Director of Planning & Development



Schedule "A" Key Map



Schedule "B"
Photos



View of Subject Property
looking west



View of Subject Property
looking north to the rear
yard parking area



Corporation of the Town of Cobourg

NOTICE OF HEARING OF THE COMMITTEE OF ADJUSTMENT

SUBJECT LANDS: 1111 Elgin Street West (Boston Pizza)

FILE NO: B-01/20

The Town of Cobourg Committee of Adjustment has received an application from Nadim Kurji (agent) on behalf of Trinity Northumberland Inc. (owner) for a Consent to register a long term lease on a 11.21 ha area of land known municipally as 1111 Elgin Street West (Northumberland Mall Shopping Centre), in accordance with Section 53 of the Planning Act, R.S.O. 1990, c.P.13, as amended. The Consent will facilitate the registration of a long-term lease agreement between the owner(s) of the existing Boston Pizza building/business located in the parking lot of the Northumberland Mall Shopping Centre and the owner of the Subject Lands. Please see the key map below.

Proposed Consent for Lease Lands (Subject Lands): Approximately 11.21 ha in area with 430m frontage on Elgin Street West.

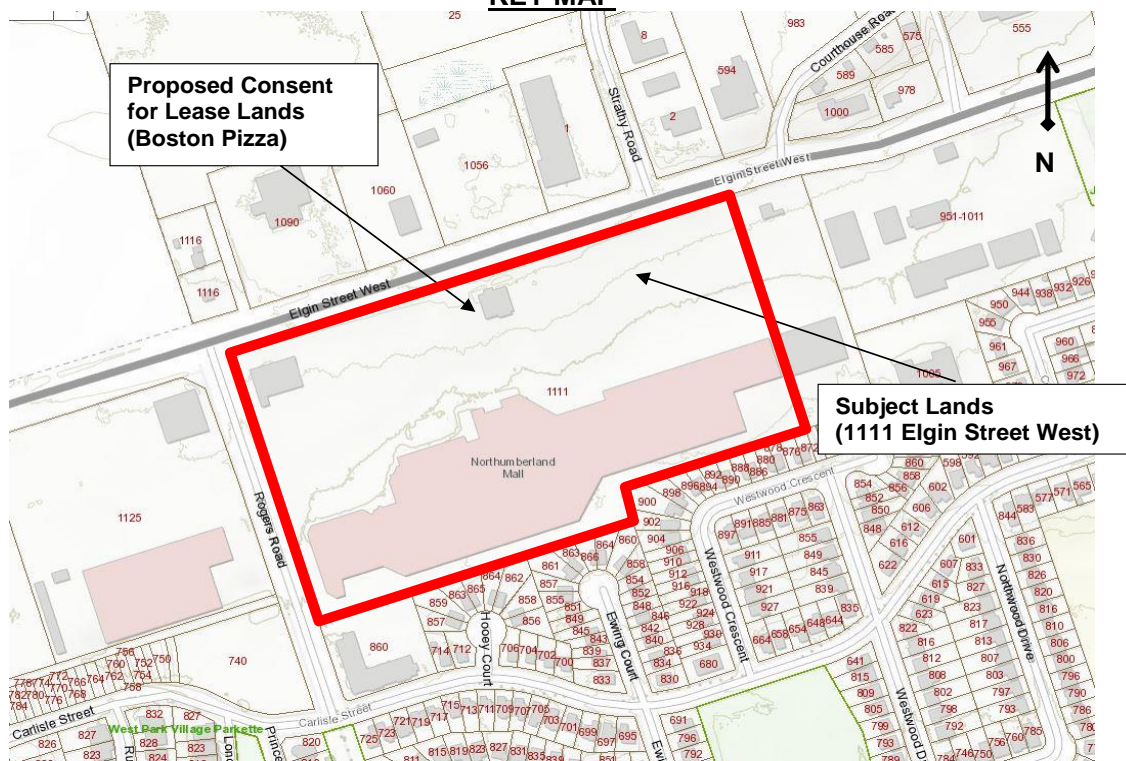
The proposed Consent application is strictly intended to permit the registration of a lease on the existing property for Boston Pizza with a term greater than twenty-one (21) years with no new development proposed.


A Hearing will be held by the Committee of Adjustment on **March 10th, 2020** in Victoria Hall, 55 King Street West, 3rd Floor Committee Room at **4:00 p.m.** Please note if a party who is notified does not attend the hearing, the Committee can proceed and the party is not entitled to any further notice.

Additional information which will enable the public to understand the proposed application is available for inspection upon request by contacting the Town's Planning Department, c/o Adriane Miller, Secretary-Treasurer, Victoria Hall, 55 King Street West, Cobourg, K9A 2M2, 905-372-1005 during regular office hours.

DATED at Cobourg this 20th day of February, 2020 **Adriane Miller, Secretary-Treasurer**
ZONE: Shopping Centre Commercial Exception One (SC-1) Zone, Shopping Centre Commercial Exception Two (SC-2) Zone, Shopping Centre Commercial Exception Three (SC-3) Zone **Committee of Adjustment**

KEY MAP



 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Committee of Adjustment	
FROM: TITLE:	Rob Franklin, MCIP, RPP Manager of Planning	
DATE OF MEETING:	March 10 th , 2020.	
TITLE / SUBJECT:	Application for Consent: 1111 Elgin Street West Nadim Kurji for Trinity Northumberland Inc.	
REPORT DATE:	March 3 rd , 2020.	File #: B-01/20

1.0 CORPORATE STRATEGIC PLAN OBJECTIVES
N/A

2.0 RECOMMENDATION

The following actions are recommended:

That the requested Consent to register a long-term (being greater than 21 years less a day) lease on the land known municipally as 1111 Elgin Street West, be granted by the Committee of Adjustment.

3.0 PUBLIC ENGAGEMENT

Section 53 (5) of the Planning Act, R.S.O. 1990, c.P. 13, as amended, prescribes statutory notice requirements for Consent applications. The Planning Act requires that at least fourteen (14) days before the day of the hearing, notice shall be given by either

a) personal service or ordinary service mail to every land owner within a 60 m radius of the area to which the application applies and by posting a notice on the frontage of the subject lands; or

b) publication in a newspaper that is of sufficient circulation in the area which the application applies.

The statutory notice requirements of the Planning Act have been fulfilled for this application. The notice of application is also posted on the Town of Cobourg website.

4.0 ORIGIN

In 2005, the single landholding municipally known as 1111 Elgin Street West (Northumberland Mall) received site plan amendment and building permit approval for a new 555 m² Boston Pizza Restaurant. See **Schedule A “Key Map”**.

The applicant is seeking a Consent to permit the registration of a long term lease with the mall owner (Trinity Northumberland Inc.). No new lot is being created through this application. Due to the nature of the existing lease agreement and the provision of servicing and parking throughout the property, the lease applies to the whole site rather than just a portion of it.

In accordance with the provisions of the Planning Act (Section 50.3 c), in order to register a lease for longer than 21 years less a day, a Consent application is required.

Accordingly, the applicant is proposing the following Consent for lease purposes only:

Proposed Consent for Lease Only Lands: Approximately 9.92 ha in area with 444 m frontage on Elgin Street West.

5.0 ANALYSIS

In the analysis of this application, a number of points have been reviewed:

1. Provincial Policy Statement (PPS) & A Place to Grow Growth Plan

The Planning Act R.S.O. 1990, c.P.13, requires that decisions of local approval authorities shall be consistent with matters of Provincial Interest in carrying out decisions on applications such as consents and/or minor variances. Items of Provincial Interest are outlined in the Provincial Policy Statement (PPS) and Growth Plan and include:

- promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- ensuring that sufficient land is designated and approved to accommodate projected residential growth;
- accommodating an appropriate market-based range and mix of residential types (including second single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including

industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;

- ensuring that necessary infrastructure and public service facilities are or will be available to meet projected needs;
- promoting land use patterns and densities which are transit-supportive;
- avoiding development and land use patterns which may cause environmental or public health and safety concerns;
- conserving significant built heritage resources;
- directing and accommodating expected growth or development in a manner that optimizes existing municipal sewage and municipal water services;
- facilitating and promoting intensification.

The application is for Consent for lease purposes only. The proposal will facilitate the existing operation of the 555 m2 restaurant building over the long term with the Mall owner. The site is within the urban serviced area of the municipality, and in close proximity to municipal transit routes on the Mall property.

Given the above discussion it is my opinion that the proposal is consistent with the intent and purpose of the PPS and conforms to the Growth Plan.

2. Northumberland County Official Plan

The Official Plan for the County of Northumberland was approved by the Ontario Municipal Board on November 23, 2016 and is now in full force and effect. The purpose of this upper-tier Official Plan is to provide a policy basis for managing growth and change that will support and emphasize the County's unique character, diversity, civic identity, urban and rural lifestyles and natural and cultural heritage and to do so in a way that has the greatest positive impact on the quality of life in the County.

The subject lands are located within the Built Boundary of the Urban Area, as designated in the County Official Plan. The County OP aims to focus growth in Urban Areas, and to support the establishment of complete communities. The policies contained within the County Official Plan encourage the provision of a full range of goods and services to meet the needs of County residents, employees and businesses; encourage the protection of existing commercial areas to ensure that their function as community gathering places is retained; and encourage good urban design to improve the aesthetic quality of retail corridors.

The proposal for consent for long-term lease purposes only. The use is in an existing commercial building within the Urban Area and maintains the policies of the County Official Plan.

3. Cobourg Official Plan

The subject lands are designated 'Shopping Node Area' in the Official Plan (2017).

The Shopping Node Area designation recognizes established shopping centres/malls larger than 4,645 m² (50,000 ft²) and ensures that new uses are generally compatible with the existing character and density of these areas and adjacent development. The designation also provides for the creation of new shopping node areas but only under very specific conditions including a market analysis to protect existing shopping node areas as well the Main Central Area (downtown).

Applications for new development in this designation shall conform to the following policies as new development in this designation is encouraged:

- i) that new buildings should be designed and located to assist in the creation of an attractive streetscape appearance and with no parking between the building and the street;
- ii) lands adjacent to the rear and side property line which abuts a residential area shall be landscaped and lighting shall be directed away from residential areas;
- iii) minimum height of two full storeys, however the Town may consider a minimum height of 6 metres where limited development of parking lots is proposed where such development will not limit future intensification, and a maximum height of six storeys;
- iv) a minimum floor space index of generally in the order of 0.3 and maximum floor space index of 2.0 provided the Town may consider a reduction in the minimum density on specific sites for the initial phase of development where the approved development plan provides for the achievement of the minimum density; and,
- v) Council may by By-law reduce the parking requirements in the Zoning By-law for a mixed use development in accordance with a parking analysis.

The Official Plan also has policies governing Consents (Sec. 9.5). The policies consider whether the consent will result in the creation of lots that are regular in shape, and consistent with the neighbourhood lotting pattern. Additionally, there are certain criteria to be considered when reviewing Consent proposals, including such relevant matters as: ensuring proper and orderly development; not adversely affecting the Town's financial status; compatibility; frontage onto an improved public road; traffic impacts; and preference towards infilling versus strip development. This application is strictly for a long-term lease and the policies are not relevant to the proposal.

Urban and Landscape Design Guidelines

The Cobourg Urban and Landscape Design Guidelines ("the Design Guidelines") were adopted by Council in September 2010 and are in effect. The general design policies in the current, approved OP should be read together with the Design Guidelines when evaluating development applications.

In general terms, the trend in urban design has been to build compact, pedestrian friendly communities with less emphasis on private vehicles. Buildings are designed to face the street, porches are encouraged, and the streets themselves are often designed to be narrower than most post-war streets. These measures tend to improve the pedestrian experience and slow down traffic.

This application is for a Consent for a long-term lease only. No new lots will be created as a result to the proposal, and all relevant land use and site design matters relating to the development have already been considered, approved, and formally outlined in a Development Agreement registered over the subject property.

The proposal outlines the area in question as the entire lot although the building is already existing, and in my opinion, the policies of the Urban and Landscape Design Guidelines and the Town of Cobourg Official Plan are not impacted by the proposed consent for long-term lease.

4. Zoning By-law

The subject property is located in a Shopping Centre Commercial Exception 2 (SC-2) Zone, in the Town of Cobourg's Comprehensive Zoning By-law 85-2003. Shopping malls as well as a stand-alone restaurant building between 465m² and 700m² or a retail building between 700m² and 930m².

Given that the application is for a Consent for long-term lease purposes only for an existing restaurant building, compliance with the regulations of the Zoning By-law are appropriately addressed through the approved Site Plan and the existing structure is larger than the above-noted minimums. In my opinion, the application for a consent for a lease does not conflict with the regulations of the SC-2 Zone.

5. Section 51 (24) of the Planning Act

The subdivision criteria of Section 51 (24) of the Planning Act provides criteria to be considered when evaluating the subdivision of land. As the application for Consent is for the purposes of a lease only, the policies of this section of the Planning Act do not apply.

6. Department/Agency Comments

No Department or Agency comments had been received at this time. Agency, board and commission comments are expected by March 6th, 2020. The Committee will be informed of any comments submitted on or before this date.

Overall, it is my opinion that the proposal is consistent with provincial and municipal policies, and is desirable for the development of the subject property.

6.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no new anticipated negative financial implications imposed on the Municipality as a result of this minor variance. The applicant submitted the required \$1950.00 application fee and deposit.

7.0 CONCLUSION

1. The proposed consent does not conflict with matters of Provincial Interest as outlined in the Provincial Policy Statement and A Place to Grow Growth Plan.
2. The proposed consent would maintain the general intent and purpose of the County and Cobourg Official Plans.
3. The proposed consent would maintain the general intent and purpose of the Zoning By-law.
4. The proposed consent would be generally desirable and allow for the appropriate development of the subject lands.

8.0 POLICIES AFFECTING THE PROPOSAL

The primary policies affecting this application relate to the policies of the Provincial Policy Statement, County and Cobourg Official Plan, particularly the Consent Policies.

9.0 COMMUNICATION RESULTS

That the requested Consent for a long-term lease on lands known municipally as 1111 Elgin Street West, be granted by the Committee of Adjustment

Approved by:



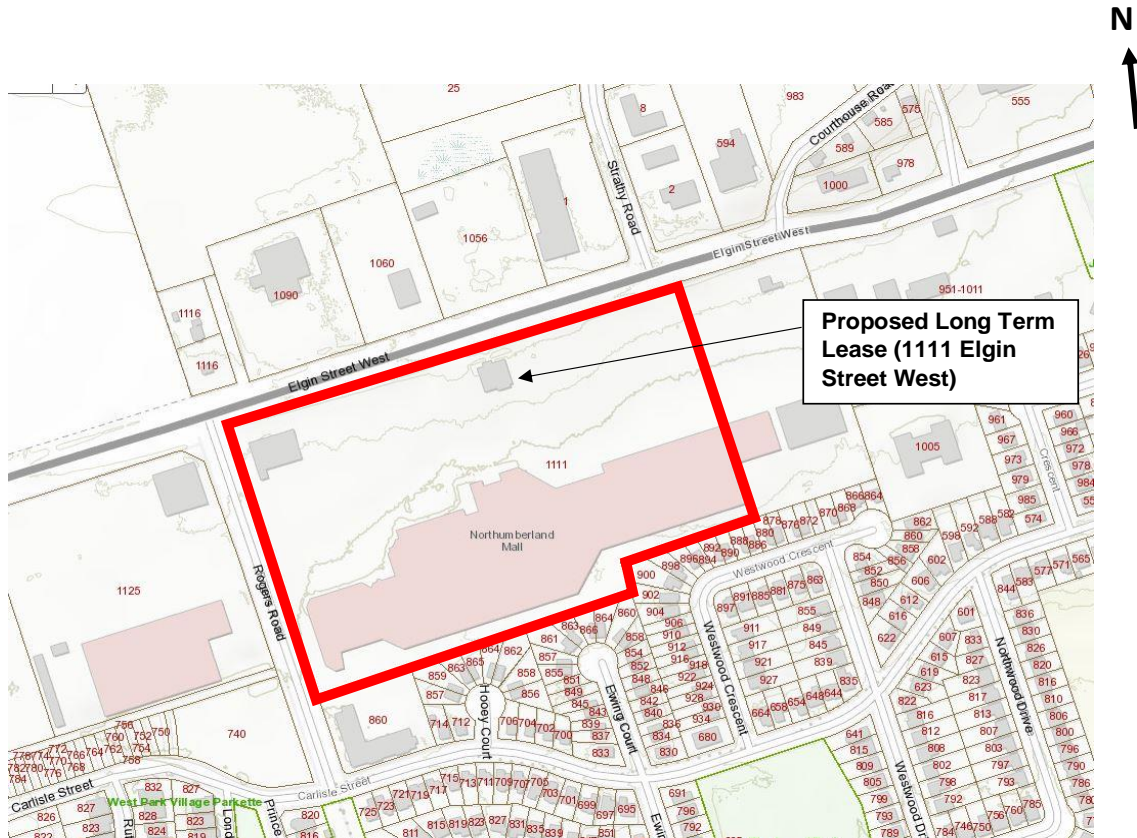
Rob Franklin, MCIP, RPP
Manager of Planning




Glenn J. McGlashon, MCIP, RPP
Director of Planning & Development



Schedule "A" Key Map



 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM:	Laurie Wills	
TITLE:	Director of Public Works	
DATE OF MEETING:	March 9, 2020	
TITLE / SUBJECT:	Execute Transfer Payment Agreement with Investing in Canada Infrastructure Program (ICIP) – Rural and Northern Stream	
REPORT DATE:	February 25, 2020	File #:

1.0 STRATEGIC PLAN
NA

2.0 PUBLIC ENGAGEMENT
Public consultation will be conducted throughout the design stage of the project in 2021.

3.0 RECOMMENDATION
That the Town of Cobourg Council authorize execution of an agreement with Her Majesty the Queen in right of Ontario represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Town of Cobourg for the Investing in Canada Infrastructure Program Supplemental Rural and Northern Stream Infrastructure Project King Street West Structural Culvert Replacement.

4.0 ORIGIN
Investing in Canada Infrastructure Program (ICIP) funding.

5.0 BACKGROUND
The Project is for the replacement of the King Street West culvert approximately 220 meters east of the intersection of King Street West and Tracey Road, and includes the replacement of the existing structure with a new structure, road reconstruction of approximately 200 meters, drainage

improvements and guide rail replacement.

In 2019, the Province announced the Rural and Northern stream of ICIP funding. Eligible asset types were roads, bridges, air and marine. The Town of Cobourg Asset Management Plan indicated the King Street West structure to be the Town's lowest rated structure with a Condition Index Value (BCI) of 50.25, as determined in accordance with Ministry of Transportation BCI guidelines. The King Street West culvert was forwarded as a candidate for the program as it is a 50 year old corrugated steel structure that has experienced significant barrel corrosion and movement of retaining walls.

The 2019 Ontario Structural Inspection Manual (OSIM) report indicated that replacement of the culvert will be required in the 1-5 year range. This is of particular concern given the culvert is under a collector road that is the sole access to approximately 105 residential homes. Should a culvert failure occur, neither residents nor emergency services would be able to access the residential neighbourhood. The residential area is known as Pebble Beach neighbourhood and is bounded by Lake Ontario to the south, CN/CPR railways to the north and a natural vegetated area to the west. The only access to the neighbourhood is from the east on King Street West.

Staff received confirmation on February 21, 2020 that we were successful in our application for funding.

6.0 ANALYSIS

A copy of the Transfer Payment Agreement is attached.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The total estimated cost for the project is \$1,492,975, with funding provided by the Provincial (33.33%) and Federal (50%) Governments, would result in the Town's cost share of approximately \$248,878 (16.67%). The 2020 Public Works budget is proposing to allocate \$250,000 for design work in 2021 and the remainder of construction costs to be incurred in 2022.

8.0 CONCLUSION

That the Town of Cobourg Council authorize execution of an agreement with Her Majesty the Queen in right of Ontario represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Town of Cobourg for the Investing in Canada Infrastructure Program Supplemental Rural and Northern Stream Infrastructure Project King Street West Structural Culvert Replacement.

Two (2) executed copies of the attached Transfer Payment Agreement are to be returned to the Minister's office by March 13, 2020.

9.0 POLICIES AFFECTING THE PROPOSAL
NA

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Ian Davey, Treasurer/Director of Corporate
Services

Department:

Finance

**TRANSFER PAYMENT AGREEMENT
SUPPLEMENTAL RURAL AND NORTHERN STREAM INFRASTRUCTURE PROJECT**

THIS TRANSFER PAYMENT AGREEMENT for a Supplemental Rural and Northern Stream Infrastructure Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the Town of Cobourg

(CRA #106985716)

(the “**Recipient**”)

BACKGROUND

The Recipient has applied to the Province for funds to carry out a rural and northern stream infrastructure project.

The Province has approved the Project as defined in Schedule “C”.

This Agreement sets out the terms and conditions upon which funding will be provided to the Recipient.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this 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.

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 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;
- (b) 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;
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or
- (d) The Agreement and the *Rural and Northern Communities Funding Stream Ontario Program Guidelines* of March 2019 ("the Guidelines"), the Agreement will prevail to the extent of the conflict or inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a further written agreement duly executed by the authorized representatives of the Parties.

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;
 - (b) the Province is not responsible for carrying out the Project;
 - (c) the Province's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province is not involved in the Project or its operation;
 - (d) the Province is neither a decision-maker nor administrator 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 the provisions of that Act;
 - (f) entering into of the Agreement does not in any way obligate any regulatory authority or Authority established under an Act of the Ontario Legislature to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project; and
 - (g) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

[SIGNATURE PAGE FOLLOWS]

Therefore, 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 Agriculture, Food and Rural
Affairs

Date

Name: Ernie Hardeman
Title: Minister of Agriculture, Food and Rural Affairs

AFFIX
CORPORATE
SEAL

Corporation of the Town of Cobourg

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" (GENERAL TERMS AND CONDITIONS) FOLLOWS]

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) "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 1.1.1 (Definitions) of Schedule "I".

"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 and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

"Approval Date" means the date on which the Province has approved the Project identified in Schedule "C" (Project Description, Financial Information, Timelines, and Project Standards).

"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.

"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.

“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 laws, 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 *Navigation Protection Act* (Canada).

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

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

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

“Funding Year” means:

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

“Funds” means the money the Province provides to the Recipient pursuant to the terms and conditions of the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Final Payment).

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her 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).

“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.

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

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

“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.

“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.

“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.

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

“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 will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data; and
- (e) the Project meets and will continue to meet or exceed all of the Province's requirements set out in its application for funding, as well as in the Guidelines, including the financial, contractual and reporting requirements.

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.

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 Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** Subject to the terms and conditions of this Agreement and only after the Effective Date, 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 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.30.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province is satisfied with the progress of the Project;
- (b) the Province 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; and
 - (ii) ministry funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation, or reduction to ministry

funding levels. 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 termination of Funds. If any changes to the Agreement 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 that are necessary to carry out the Project on and after the Approval Date;
- (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.

A.4.4 Interest-Bearing Account. If the Province provides Funds 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.

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 from the Funds;
- (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; and
- (b) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province 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 its contribution 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 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 a maximum of 10% of the provincial funding in respect of the Project ("**Holdback**") up until the time that 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.** If the Recipient acquires goods, services, or both with the Funds, it will

do so through a process that is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province 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 may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in its sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of the Province.

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 any authorized representative or independent auditor identified by the Province, and the Auditor General of Ontario 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 during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

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

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that

could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of 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 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 Includes. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes any auditor or representative that the Province may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and

- (ii) signed by an authorized signing officer of the Recipient.

A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:

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

A.7.4 **Records Review.** The Province may, at its own expense, 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 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;
- (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); and
- (b) remove any copies the Province makes pursuant to section A.7.5(a).

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 any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General.** 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).
- A.7.9 **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.7.10 **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.7.11 **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 **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 or the Project.

A.9.2 Indemnification of the Province. 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 participate in or conduct the defence of any Proceedings against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province 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, at law or in equity. If the Province 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 prior written approval or a waiver of this requirement. If the Recipient is requested by the Province to participate in or conduct the defence of any Proceeding, the Province 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 conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

A.10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than

\$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (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 Province's request, 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 costs for the Project without the Province's prior written consent;
- (b) cancel all further instalments of Funds;
- (c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:

- (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and
- (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

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 failing to do any of the following in accordance with the terms and conditions of the Agreement:

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

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, 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 or to discontinue 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 remaining in the possession or under the control of the Recipient plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, 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 plus Interest Earned;

- (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 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 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 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.14.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

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 AND COMPLIANCE BY RECIPIENT

A.16.1 Consent. When the Province 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 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 the Province, 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 to act as an agent for the Province. 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.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will 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 may suspend the payment of Funds for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

A.26.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.26.1 **Environmental Requirements / Funding Conditional upon Meeting Environmental Assessment Obligations.** Without limitation to the Recipient's obligations to comply with Environmental Laws, no form of site preparation, removal of vegetation or construction shall occur in respect of the Project until all the Recipient's environmental assessment obligations have been met. The Recipient will notify the Province when it has met its obligations in this regard. Notwithstanding any other payment provision

herein, the Province shall not have any obligation to pay any Eligible Expenditures that are capital costs, unless it is satisfied in its sole and absolute discretion that all of the Recipient's environmental assessment requirements have been met.

A.27.0 ABORIGINAL CONSULTATION

A.27.1 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.27.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless the Province is satisfied in its sole and absolute discretion that the respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

A.28.0 COMMITTEE

A.28.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.28.2 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.29.0 DISPUTE RESOLUTION

A.29.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

A.29.2 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.29.3 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.29.4 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.29.5 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.29.6 **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.30.0 SPECIAL CONDITIONS

A.30.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement,
 - (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.26.1 (Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.27.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and
 - (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.26.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the

Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.30.0 (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).

A.31.0 SURVIVAL

A.31.1 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), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), 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 Includes), 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), A.7.9 (Evaluation), A.7.10 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), 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), A.26.0 (Environmental Requirements and Assessments), A.27.0 (Aboriginal Consultation), A.30.0 (Special Conditions) and A.32.0 (Survival).

[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 \$1,244,096.07, rounded to two decimal places.

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	<p>Address: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPRural@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: Town of Cobourg 55 King Street West Cobourg, Ontario K9A 2M2</p> <p>Attention: Laurie Wills, Deputy Director of Public Works</p> <p>Email: lwills@cobourg.ca</p>

[SCHEDULE "C" (PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS) FOLLOWS]

SCHEDULE "C"
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT
STANDARDS

C.1.0 PROJECT DESCRIPTION

The Project is for the replacement of the King Street West culvert approximately 220 meters east of the intersection of King Street West and Tracey Road, and includes the replacement of the existing structure with a new structure, road reconstruction of approximately 200 meters, drainage improvements and guide rail replacement.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$1,492,975.00, rounded to two decimal places.

C.2.2 Percentage of Provincial Support. Percentage of Provincial Support means 83.33%, rounded to two decimal places.

C.3.0 TIMELINES

C.3.1 Approval Date. Approval Date means September 1, 2019.

C.4.0 PROJECT STANDARDS

C.4.1 Energy and Accessibility Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

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

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 **Province's Consent.** Any change to the Project will require the Province's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province may require to the satisfaction of the Province.

[SCHEDULE "D" (REPORTS) FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reporting Requirements. Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.
- (b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement. Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.
The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province.
If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.
- (c) **Final Report.** The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.
The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (d) **Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports.

D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.2.1 Minor Changes to the Reporting. Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to

this Schedule "D" (Reports) that, in the opinion of the Province, are minor by a written agreement duly executed by the respective authorized representatives of the Parties.

D.3.0 COMPLIANCE AUDIT(S)

D.3.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third-party auditor to conduct one or more compliance audits of the Recipient. If applicable, 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. The audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

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

[Schedule "E" (ELIGIBLE EXPENDITURES AND INELIGIBLE Expenditures) follows]

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province's sole and absolute discretion, properly and reasonably incurred and paid to an arm's length party as evidenced by invoices, receipts or other records that are acceptable to the Province, 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 include:

- a) Costs directly associated with joint communication activities that are set out in Schedule "G" (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
- b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- c) 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
- d) Any costs that are determined by the Province, in its sole discretion, to be Eligible Expenditures.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts awarded or executed prior to the Approval Date;
- d) Costs related to developing a business case or proposal or application for funding;
- e) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,
 - ii. Buildings, or
 - iii. Other facilities

- f) 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;
- g) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- h) Costs related to any component of the Project other than its approved scope;
- i) Costs related to any underground infrastructure;
- j) Costs related to recreational trails;
- 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 Third Parties;
- 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 and Services 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 Cost.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys); and
- y) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

[SCHEDULE "F" (EVALUATION) FOLLOWS]

**SCHEDULE “F”
EVALUATION**

F.1.0 PROJECT AND PROGRAM EVALUATIONS

- F.1.1 Recipient's Participation in Project and Program Evaluations.** The Recipient understands that the Province may ask the Recipient to participate in one or more evaluations in respect of the Project or the supplemental rural and northern funding stream program 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 for any evaluation.
- F.1.2 Results of Project and Program Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient's Participation in Project and Program 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 that are not operational in nature, and that are collaboratively developed and approved by 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 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 public.** Communications Activities undertaken through this communications protocol should ensure that the public is 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 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 prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (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 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.
- G.4.3 **Recognition of the Province's Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province's contribution received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province 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.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party 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.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in many instances. In such cases, Ontario will provide the translation services and final approval on products.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to 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 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.

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 the Province.

G.5.4 **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 the Province's 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 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.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that 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 the Province the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with the Province's current respective signage guidelines. 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 contribution; and
- (b) prior to installing the marker, seek the prior written approval of the Province 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 the Province's contribution 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 the Province's 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, or as otherwise agreed upon.

G.9.0 ADVERTISING CAMPAIGNS

- G.9.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the Province may, at its 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, the Province will inform 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 the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse 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 Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

"Section 35 Duty" means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province to the Recipient.

I.3.0 PROVINCE'S ROLES AND RESPONSIBILITIES

The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

I.4.0 RECIPIENT'S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province. Such notice must include language specifying that the Province

is providing funding for the Project and that the Recipient is acting as the Province's delegate for the purposes of the procedural aspects of consultation;

- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Where directed by the Province, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from

- the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
 - (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
 - (p) In Contracts, expressly securing the Recipient's right to respond to directions from the Province as the Province may provide.

I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project of any nature and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes so aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

I.6.0 ASSISTING THE PROVINCE.

The Recipient shall, upon request, lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation

responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

I.8.0 NO SUBSTITUTION

This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

I.9.0 NOTICES IN RELATION TO THIS SCHEDULE

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule "B" of this Agreement.

[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 to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

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

- (a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
- (b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
- (c) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (d) such other information as the Province may request.

J.4.0 PAYMENTS

- 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 pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial 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:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in section A.30.1 (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report and any other requested Reports, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 FINAL PAYMENT

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of its contribution 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 Expiry 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.

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).

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM:	Bill Peeples	
TITLE:	Environmental Services Manager	
DATE OF MEETING:	March 9, 2020	
TITLE / SUBJECT:	Biosolids Holding Tank Repair	
REPORT DATE:	February 17, 2020	File #:

3.0 RECOMMENDATION

THAT Council approve the repairs to the Biosolids Holding Tanks at Plant #1 by Greatario Services at a cost of \$77,056.74 (price includes non-refundable HST). Council has approved \$85,000 for this work in the 2020 Environmental Services Capital Budget.

4.0 ORIGIN

Environmental Services 2020 Capital Budget

5.0 BACKGROUND

Water Pollution Control Plant #1 has two Biosolids Holding Tanks (i.e. North and South) that were manufactured and installed by Greatario Services in 1995 (25 yrs old). These circular tanks are a proprietary design composed of glass-fused-to-steel plates. Each tank is capable of storing 4,546 m³ of biosolids.

Biosolids are the anaerobically-digested, semi-solid phase of the sewage that is removed during the treatment process. This nutrient-rich material is coveted by area farmers. The Town provides this material to them, free of charge, to be used as fertilizer. There are only a limited number of days each year in which the farmer's fields are both sufficiently dry and crop-free, to permit biosolids being spread. For the remainder of the year, biosolids must be retained on site in holding tanks.

6.0 ANALYSIS

On June 10, 2019 a leak developed in the north Biosolids Holding Tanks at

Plant #1. Greatario (Tank Manufacturer) was contacted and a Service Technician was dispatched. The Technician was able to repair the leak from the exterior of the tank. He also noted that he would need to return when the tank was empty to ensure that further repairs were not required to the interior.

Once the tank was emptied, the Service Technician returned for a supplemental inspection of the tank interior. His inspection noted that the June 10th repair required no further action. This leak was caused by external corrosion, believed to have been caused by rocks striking the tank from the nearby railway tracks. The rocks chipped away the tank's protective coating, allowing water to reach the underlying metal. The unprotected metal eventually corroded through to the inside, causing the leak.

In the course of inspecting the June 10th repair, the Technician discovered tank damage that was unrelated to the aforementioned leak. The edges of the fused-glass plates and protective sealant between them had eroded away over the past 25 years and the exposed metal was now showing signs of corrosion. The corrosion was currently only on the surface and could be removed with minimal effort and the plates re-sealed. Waiting too long would allow the corrosion to penetrate deeper into the metal, making repair much more extensive and costly. It was also recommended that sacrificial anodes be installed to reduce the risk of future corrosion. The Greatario Service Manager (Scott Plant) provide the Town with a quotation on the required repairs, as recommended by the Service Technician who inspected the tank interior.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The biosolids holding tanks are a proprietary design and must therefore be serviced by the manufacturer (i.e. Greatario Service) in order to ensure the continued integrity of the tanks.

Greatario Services provided a quote for the following repairs to each tank:

- Scrape and remove all old sealer from the edges of the interior glass-line metal sheets
- Clean and repair all interior metal sheet edges
- Apply new sealer to all interior sheet edges
- Clean any blemishes on the interior tank finish
- Clean, prepare and coat the two manway neck weldments on each tank
- Replace all depleted cathodic protection system with new, including the replacement of 14 sacrificial zinc anodes on the tank floors.

The cost for the above repairs is \$75,724 for both tanks (\$37,862 per tank). Including the non-refundable portion of the HST, this project will cost **\$77,056.74.**

The C.N. Watson Full Cost Recovery Report specifies replacement of these holding tanks in 2021 at a cost of \$1.5 M (i.e. \$750,000 each). The above repairs will sufficiently restore the tank interior and provide ~15 additional years of use before tanks will need to be replaced.

8.0 CONCLUSION

The two biosolids holding tanks are scheduled for replacement in 2021, however, performing the above repairs will gain approximately 15 additional years of useful life from the tanks. The repair costs represent ~5% of the replacement cost and therefore deemed the more cost effective option.

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Bill Peeples, Manager of
Laurie Wills, Deputy Director of Public Works
Ian Davey, Treasurer/Director of Corporate
Services

Department:

Public Works
Public Works
Finance

February 26, 2020

Brent Larmer
Municipal Clerk & Manager of Legislative Services
55 King Street West
Cobourg, Ontario
K9A 2M2

Dear Mr. Larmer,


Re: Transportation Advisory Committee

It is with regret that I resign from the Transportation Advisory Committee effective immediately.
I wish you all success in finding my replacement.

Yours very truly,



Anneke Russell

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor John Henderson and Members of Council	
FROM:	Dean A. Hustwick	
TITLE:	Director of Community Services	
DATE OF MEETING:	March 09, 2020	
TITLE / SUBJECT:	Evaluation of a Citizen Proposal for the Creation of a Natural Heritage Waterfront Park	
REPORT DATE:	February 27, 2020	File #:

1.0 STRATEGIC PLAN

The Town of Cobourg Strategic Plan (2019 – 2022) includes the following Strategic Actions:

- **People:**
 - *Encourage Healthy Lifestyles across all age groups by promoting and raising awareness about public health and active transportation*
 - *Invest in programs, services and infrastructure to make Cobourg more accessible*
- **Places:**
 - *Repair and rejuvenate the East Pier*
 - *No expansion of boat slips at the Cobourg Marina will be considered during this term of Council and the natural environment of the West Harbour will be safeguarded and protected*
- **Partnership:**
 - *Continue to work with Sustainable Cobourg and other stakeholders on greening Cobourg initiatives*

2.0 PUBLIC ENGAGEMENT

Natural Heritage Waterfront Park

This is a new concept being proposed by Mr. Richard Pope and Ms. Margaret Bain, representing “The Advisory Committee on Natural Spaces” for the Willow Beach Field Naturalists. The Town is not aware of any public engagement associated with this concept.

The proponents also made presentations to various municipal Advisory Committees which passed the following recommendations:

Heritage Advisory Committee – Moved by F. Pope

THAT the Cobourg Heritage Committee supports the concept of a Natural Heritage Waterfront Park including the Ecology Garden, West Beach, West Headland and West Harbour as proposed by the delegation from Willow Beach Field Naturalists on September 11, 2019.

Parks and Recreation Advisory Committee – Moved by T. Whitney

THAT the Parks and Recreation Advisory Committee supports the concept of a Natural heritage Waterfront Park including the Ecology Garden, West Beach, West Headland and West Harbour.

Planning and Development Advisory Committee – Moved by A. Cummins

THAT the Planning & Development Advisory Committee (PDAC) has considered a presentation by Richard Pope and Margaret Bain on behalf of the Willow Beach Field Naturalists on September 17, 2019 regarding a proposal to create a Natural Heritage Waterfront Park comprising the West Harbour, the West Headland, the shoreline generally in front of the Marina, and the West Beach and the Ecology Garden;

AND FURTHER THAT the PDAC would support a proposal in principle to formally designate the West Headland (being the natural land area generally located south of the marina parking lot and the boat storage compound) and the West Beach and Ecology Garden (being the natural areas generally located west of Hibernia Street and the boat storage compound) as waterfront “Nature Parks” in conformance with the Town of Cobourg Parks Master Plan, Waterfront User Needs Assessment & Detailed Design Plan, Official Plan, Zoning By-law and all other applicable legislation, and subject to the finalization of details by Parks staff and Council;

AND FURTHER THAT the PDAC does not support a proposal which would formally designate the West Harbour (being the body of water located in the outer harbour basin) or the Marina area (being the general

area of the Yacht Club and Marina buildings, parking area, green open space/lawn, pedestrian walkway, boat dock/launch, boat storage and non-motorized small craft boat facility) as a waterfront “Nature Park”, but rather would support the designation of these areas as a “Landmark Park”, subject to the finalization of details by Parks staff and Council.

Parks Master Plan

The Parks Master Plan was completed in 2013 after a very detailed community engagement program that produced a clear understanding at the time of the community’s desired future for the town’s parks and waterfront. The program included an interactive vision session with the Steering Committee to inform the goals and objectives of the project, nine in-depth focus groups involving 48 different stakeholder groups, including the Willow Beach Field Naturalist, as experts by vocation or avocation in various topics, two interactive community meetings and a community-wide survey.

Waterfront User Needs and Detailed Design (Waterfront Plan)

The Waterfront Plan included the most transparent and extensive public engagement process in the Town’s history. This was to ensure that every individual and group interested in the waterfront had the opportunity to share their expectations and opinions. Multiple sessions of public meetings were held to accommodate individual preferences and schedules.

The following activities were conducted as part of this project’s robust public engagement strategy:

- 8 Interactive Open Houses
- 2 days of Interactive Pre-Charrette Workshops involving 30 organizations
- 1 Interactive Community Design Charrette
- Delivery of more than 8,000 postcards to residents in Cobourg promoting the individual survey and upcoming Open Houses
- Three Surveys:
 - Household (**2,000 responses**)
 - Community Stakeholder Organizations
 - Businesses
- Additional Communications:
 - Regular newspaper ads
 - Ongoing updates to the Town’s Website
 - Email blasts

3.0 RECOMMENDATION

WHEREAS the Town’s existing policy and regulatory framework includes extensive protections for the natural environment at the waterfront;

AND WHEREAS the Parks Use By-Law already classifies the West Beach Lands, Boardwalk and Ecology Garden as a “Nature” park or recreational space;

AND WHEREAS the Waterfront Plan recommends preserving and enhancing the West Headland, West Beach and Ecology Garden as a natural open space feature with passive recreation and low-impact (floating) docks and non-vehicle launching for small watercraft;

AND WHEREAS the Parks Master Plan classifies the central area between the East Pier and the West Headland as a “Landmark Park” while the Waterfront Plan outlines both passive and active improvements;

NOW THEREFORE BE IT RESOLVED THAT Council accept for information purposes the proposal for a Natural Heritage Waterfront Park from Mr. Richard Pope and Ms. Margaret Bain, representing “The Advisory Committee on Natural Spaces” for the Willow Beach Field Naturalists and thank them for their dedication to the environment.

4.0 ORIGIN

Mr. Richard Pope and Ms. Margaret Bain, representing “The Advisory Committee on Natural Spaces” for the Willow Beach Field Naturalists, have been making presentations to the Cobourg Council Advisory Committees and Council’s Committee of the Whole, requesting Council to:

*Establish a Natural Heritage Waterfront Park comprising the west part of our Heritage Harbour (the open water west of the Centre Pier Area and a line connecting the Centre Pier to the west lighthouse, and the shore west of the north end of the Centre Pier, though we might choose to exclude the strip in front of Yacht Club between the Centre Pier and the boat launch), the West Headland (north to the south end of the boat storage area), the Ecology Garden, and the West Beach (up to the private property lines) in order to give them permanent protection.
(Refer to Appendix “A”)*

At its Committee of the Whole meeting on November 04, 2019, the following occurred:

Moved by Councillor Chorley

THAT Council receive the delegation from Richard Pope and Margaret Bain, Willow Beach Field Naturalists, for information purposes; and

FURTHER THAT Council endorse the concept of a natural heritage waterfront park in the proposed area of the west harbour, headland, and west beach; and

FURTHER THAT Council proceed in considering the creation of a waterfront park, and that during this process, no changes or development activity may take place in the proposed area without Council's consent; and

FURTHER THAT Council instruct the Parks & Recreation Advisory Committee to provide recommendations to Council, drafted in collaboration with Staff and in consultation with the Ganaraska Region Conservation Authority (GRCA), regarding:

- appropriate park boundaries;*
- permitted and prohibited activities within the park;*
- accommodation of key user groups in the proposed area;*
- the method and estimated cost of establishing the park;*
- a timeline of the steps needed to establish the park; and*

FURTHER THAT the recommendations be provided to Council for consideration by August 1, 2020.

Motion to Refer:

Moved by Councillor Adam Bureau, THAT Council refer the matter to the February 9, 2020 Committee of the Whole Meeting to be accompanied with a Staff Report.

Carried

5.0 BACKGROUND

Parks Master Plan (PMP)

The Parks Master Plan was completed in 2013 as a strategy for achieving the Town's vision for a strong, livable and healthy community. It is a comprehensive document based on extensive public engagement that includes the waterfront as a pivotal component. **(Refer to Appendix "E")**

The Plan highlights 7 Goals to guide the development of a first-class parks system, including the following one related specifically to the waterfront:

- 7. Enhance the urban waterfront (see Figure 1 on page 8) as the primary attraction and premier destination in Cobourg.**

The Plan includes **12 Policies** to guide the Municipality to ensure that decisions impacting the parks system will be consistent with the Goals of the Plan. One of these policies relates specifically to the waterfront:

P10. The waterfront enhances the identity of Cobourg and is one of the most significant amenities in the Town therefore acquisition of waterfront access to and along the waterfront should be of high priority.

To achieve the Goals, the PMP identifies **8 Recommendations** that form the foundation for developing and enhancing the park system. These recommendations address specific topics like trails, staffing, fishing, dog parks, sports domes, park maintenance and operations, a waterfront restaurant and a more comprehensive waterfront-specific recommendation:

RI. Waterfront Project Design Plans — The concepts developed for the waterfront are preliminary and are intended to illustrate a range of ideas for enhancing the waterfront as a destination and an icon of Cobourg. Based upon the potentials captured in the concepts, it is recommended that more detailed studies, or Project Design Plans (PDP), be undertaken of the primary areas that comprise the master plan. Referencing the individual waterfront areas discussed in the report, and in order of priority from highest to lowest, individual PDP's should be prepared for:

In addition to Victoria Hall, the waterfront is the defining icon of Cobourg. With one of Ontario's best beaches and a first class marina for recreational boaters, Cobourg's waterfront is a remarkable resource that gives the Town its core identity. The immediate proximity to downtown and historic Victoria Park only serve to strengthen its distinction as a premier waterfront place.

- ***Natural Waterfront***
- ***Urban Waterfront and Pier***
- ***Town Commons***
- ***Beach***
- ***Victoria Park, Trailer Park***

The PMP then identifies **7 Goals** to address specific waterfront issues and guide the development of the Waterfront PDP:

Waterfront Goal #1 – Identity

Cobourg's waterfront is a unique, memorable and unified experience that truly reflects the history, culture and geography of the Town.

Waterfront Goal # 2 – Access

All of Cobourg's waterfront is accessible in all seasons.

Waterfront Goal #3 – Connectivity

Cobourg's waterfront is a cohesive whole, where destination nodes are linked and direct people along the waterfront.

Waterfront Goal #4 – Downtown Linkages

Cobourg's waterfront is linked, both physically and visually, to the downtown through enhanced sightlines, walkways, open spaces and amenities.

Waterfront Goal #5 – Gathering and Event Space

Cobourg's waterfront event space accommodates a variety of simultaneous events and gatherings and expands across the entire waterfront area.

Waterfront Goal #6 – Signature Anchors

Cobourg's waterfront is identifiable by a clearly defined signature anchor.

Waterfront Goal #7 – Environment

Cobourg's waterfront reflects modern ecological principles in the development of all facilities, complete streets and amenities.

The PMP introduces a new system for classifying parks in Cobourg that emphasizes access, visual quality and connectivity and is based on the belief that parks are a means to improve the social, cultural, environmental and economic well-being of a community.

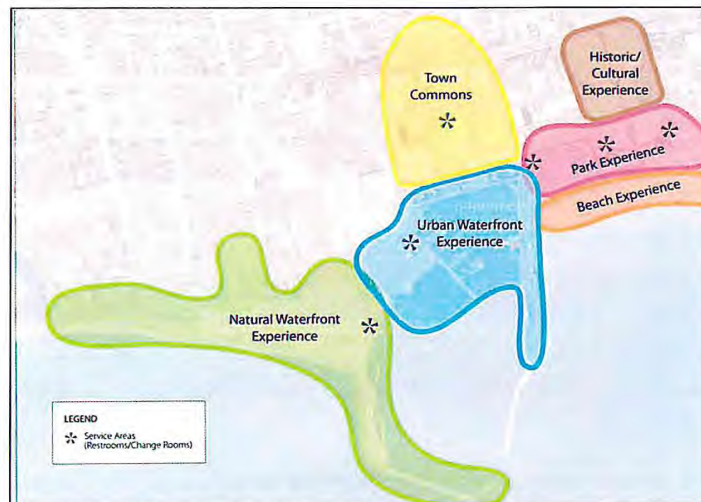
The park classification includes: Leisure Parks (small neighbourhood parks); Cultural Parks (unique, cultural places); Connector Parks (linear); Nature Parks (natural landscape/environmental characteristics); Athletic Parks (large-scale recreation); Portal (look-outs); and, Landmark Parks (waterfront regional destination, water-related activities). **(Refer to Appendix "E")**

Based on this classification, the PMP identifies the West Beach Area and Boardwalk and the Ecology Garden as "Nature Parks." The PMP refers to the entire Harbour (including East Pier), Esplanade and Victoria Beach as a "Working Waterfront" and classifies them individually and collectively as a "Landmark Park."

The PMP further concludes that there is a "lack of strong physical connections across the waterfront and to the downtown" and identifies **7 Distinct Areas** "that combine to create an integrated series of 'places' that elevate the

waterfront as a destination. Each area is defined by the experience it offers and the role it plays in diversifying the waterfront”:

- Natural Waterfront Experience - *emphasizes natural beach environment*
- Urban Waterfront Experience - *emphasizes urban character, structured, organized, active*
- Park Experience - *emphasizes green character, passive/pastoral quality*
- Beach Experience - *emphasizes active beach use; beach environment*
- Town Commons - *emphasizes downtown character, active, public gathering*
- Historic/Cultural Experience - *emphasizes heritage/cultural interpretation; appreciation*
- Active Experience - *emphasizes active recreation* (not shown on Figure 1 – Donegan Park)



*Figure 1 – Parks Master Plan: Distinct Areas

Waterfront User Needs Assessment and Detailed Design (Waterfront Plan)

The Town of Cobourg Strategic Plan (2015-2018) included the following two specific Strategic Actions:

- Develop an implementation plan for the Parks Master Plan, including the waterfront
- Implement the Cobourg Waterfront Plan as noted in the Parks Master Plan

In 2016, Council approved proceeding with a key recommendation of the PMP to develop a Waterfront Project Design Plan, or what eventually became the Waterfront User Needs Assessment and Detailed Design (or simply Waterfront Plan).

In 2018, after more than a year of public consultations, Council approved the final Waterfront Plan (**Refer to Appendix “F”**).

This plan’s recommendations advance the intent of the Parks Master Plan through initiatives that implement its waterfront goals and objectives. The directions embodied in this report comprise the next step in achieving the overriding intent of the Parks Master Plan by providing more detailed concepts and implementation actions.

Rather than looking at the waterfront as a series of separate and disparate elements, the Waterfront Plan identified the importance of viewing and planning Cobourg’s waterfront holistically, since there is a functional relationship between the whole waterfront and the individual components. Therefore, it established a new **Community Waterfront District**:

The primary focus of the study is the central waterfront zone, which includes the Harbour and Marina, Peace Park, West Beach and Headland, Rotary Park, Victoria Park Beach, Victoria Park and Donegan Park. Collectively, these features comprise a Community Waterfront District.

West Beach and Headland

The Waterfront Plan describes most of the West Beach and Headland area as a “natural, unmanicured aesthetic with rocky shoreline, native plant species and informal pathways” and identifies specific considerations for future changes:

- Preserve the Headland and West Beach as a naturalized area
- Provide space along the beach east of the headland to accommodate small Watercraft
- Celebrate the beach and headland’s contrast to the more developed areas of the waterfront
- Take advantage of views towards the Town and harbour
- Minimize intervention, as it already possesses key desirable attributes
- Refine and expand appropriate management practices for the site
- Enhance wildlife viewing opportunities, particularly for observing migratory birds in the harbour



***Figure 2 – Waterfront Plan: West Headland, West Beach, Ecology Garden**



***Figure 3 – Waterfront Plan: West Beach**



***Figure 4 – Waterfront Plan: West Headland**

Harbour

The Waterfront Plan identifies the Harbour as an important “passive and active recreation amenity” for people of all ages and abilities across a large number of user groups, including:

- Marina users
- Coast Guard
- Dragon boaters, canoers, and kayakers
- Dinghy sailing
- Stand-up paddle boarders (SUP)
- Birders/wildlife viewing

The Waterfront Plan identifies the following considerations for future changes:

- Allow for safe shared use by all users
- Provide direct and safe access to water from storage compound for non-motorized watercraft (e.g., dinghies, canoes, kayaks and SUPs)
- Support ongoing maintenance of harbour to ensure long-term viability of the space for all types of water-based activities

Marina

The Waterfront Plan affirms the Marina as a “defining component of Cobourg’s Waterfront” that is strategically located for both tourism and utilitarian purposes. It concludes that the “development of a full service and self-sustaining municipal marina was strongly supported by the community” and highlights the following key considerations for future changes:

- Ability to safely lift boats in and out of the water
- Boat storage (configuration, efficiency, locations, and capacity)
- Infrastructure and equipment approaching the end of its life cycle

- Parking and access to marina by marina users
- Revenue generation



*Figure 5 – Waterfront Plan: Harbour/Marina/East Pier/Esplanade

6.0 ANALYSIS

Designation

The proponents are suggesting the creation of a “Natural Heritage Waterfront Park” within Cobourg’s Waterfront Community District. This specific designation is a new concept and is not recognized within the Town’s existing parks classification system that was created by the Parks Master Plan.

Based on a review of the Town’s applicable policies and regulations, it is the opinion of Community Services Division and Planning and Development Division staff that the proposal to identify portions of the central waterfront as a natural park is consistent with municipal planning documents. Specifically, the *West Headland* (generally the natural area south-west and south of the Marina parking lot and boat storage compound respectively) and the *West Beach/Boardwalk/Ecology Garden* lands (generally the natural area west of Hibernia Street and the boat storage compound) meet the intent and purpose of the Official Plan, Harbour Area

Secondary Plan, Parks Master Plan, Waterfront User Needs Assessment and Detailed Design (Waterfront Plan) and implementing Zoning By-Law provisions.

However, the West Beach and Boardwalk lands and the Ecology Garden are already designated within the Parks Use By-Law as a “Nature” park or recreational space and regulated accordingly (See Figure 6).

It is the further opinion of Municipal staff that formally designating the *Marina* area (including the Yacht Club and Marina buildings, parking area, green open space/lawn, pedestrian walkway, boat dock/launch, boat storage and non-motorized small craft boat facility) and the *West Harbour* (the body of water located in the outer harbour basin) as a “Natural Heritage Waterfront Park” would not be consistent with the established policies or regulatory framework or the specific park classifications outlined in the Parks Master Plan.

These waterfront areas would be best to remain as a “Landmark Park” given that they are distinct, active destinations that provide a range of experiences and water-related activities, including marina and yachting facilities, motorized and non-motorized boating, festival/gathering, promenade, picnicking, and other water-based activities. Designated as a “Landmark Park” within the Parks Use By-Law (see Figure 6), these areas are also already highly regulated.

SCHEDULE "A"		
TOWN OF COBOURG PARKS AND RECREATIONAL AREAS		
<u>Name</u>	<u>Address</u>	<u>Category</u>
Ballantine- Conservation Land		
Brook Road Lookout	451 Lakeshore Drive	Portal
Brooke Meadows Parkette	Footle Crescent	
Burnham Manor Park	464 Burnham Street	Leisure
Cedermere Avenue Lookout	74 Cedermere Avenue	Portal
Central Promenade (Esplanade)		Landmark
Chris Garrett Park	990 Birchwood Trail	Cultural
Cobourg Community Centre	750 D'Arcy Street	Athletic
Cobourg Conservation Area	700 William Street	Nature
Cobourg Dog Park	777 Ontario Street	Cultural
Connection	1001 Otto Drive	Leisure
Connection	1014 Tillison Avenue	Leisure
Connection	995 Frei Street	Leisure
Conservation Land	550 King Street West	Nature
Conservation Land	710 King Street West	Nature
Conservation Land	941 Frei Street	Nature
Coronation Park	Coronation Cres.	Leisure
Coverdale Park	29 Coverdale Avenue	Leisure
Daintry Crescent Park	Daintry Crescent	Leisure
D'Arcy Street Lookout	5 D'Arcy Street	Portal
Donegan Park	92 D'Arcy Street	Athletic
Fitzhugh Park	533 Delanty Road	Leisure
Fitzhugh Shores Parkette	78 East House Crescent	Portal
Fitzhugh Shores	545 Willmott Street	Leisure
Five Corners Park/Millennium Park	William Street	Nature
Gutteridge Park	115 Stuart Street	Leisure
HW Cooley Park	405 King Street West	Leisure
James J. Tracey Park	196 Spencer Street East	Leisure
Jubilee Park	541 Elgin Street West	Cultural
Legion Fields	650 D'Arcy Street	Athletic
Legion Village Park/Ecology Garden	100 Hibernia Street	Nature
Lion's Park	750 D'Arcy Street	Athletic
Lookout Point Park	557 Lakeshore Road	Portal
Lucas Point Park	545 Willmott Street	Nature
Marina Parks	116 Hibernia Street	Landmark
Minnie Pennel Arboretum	941 Frei Street	Nature
Molly Baker Lane	Brook Road South	Nature
Monk's Cove Park	121 Burnham Street	Leisure
Morley Cane	67 Ballantine Street	Leisure
New Amherst Clock Tower	849 New Amherst Blvd	
New Amherst Linear Park	761 Wilkins Gate	Leisure
New Amherst Parkette	857 Caddy Drive	Leisure
Nickerson Woods	260 Nickerson Drive	Nature
Optimist Park	30 Meredith Crescent	Leisure
Parkette	1014 Tillison Avenue	Leisure
Parkette	1242 Ashland Drive	Leisure
Parkette	995 Frei Street	Leisure
Peace Park	175 Forth Street	Nature
Rogers Road Trail		Leisure
Rotary Fields	750 D'Arcy Street	Athletic
Rotary Waterfront Park	110 Albert Street	Cultural
Sinclair Park	540 Sinclair Street	Leisure
Sinclair Park	542 Sinclair Street	Athletic
Tracey Parkette	781 King Street West	Portal
Victoria Beach	55 Queen Street	Landmark
Victoria Parks Campground	138 Division Street	
Victoria Park	55 Queen Street	Cultural
Victoria Park	65 King Street East	Cultural
Victoria Square	55 King Street West	Cultural
West Beach Lands and Boardwalk	80 Bagot & 107 Hibernia St.	Nature
West Park Village Parkette	735 Carlisle Street	Leisure
Westwood Park	665 Carlisle Street	Leisure/Athletic
West Park Parkette	843 Carlisle Street	
Park Regulating By-law	By-law No. 022-2016	

*Figure 6 – Parks Use By-Law, Appendix A

Boundary

The boundary suggested by the proponents for a “Natural Heritage Waterfront Park” comprises the Harbour west of the Centre Pier out to the west lighthouse, including open water, the marina property on the north side of the West Harbour, the West Headland (south of the boat storage), the Ecology Garden and the West Beach. The proponents acknowledge that the area in front of the Marina between the Centre Pier and the boat launch could be excluded. **(Refer to Appendix “B” for an aerial view of the area depicting Town owned properties – produced by the Town).**

Ownership and Legislation

The majority of the subject lands are owned by the Town of Cobourg, however, there are a few private waterfront landowners and the KPR District School Board (playing field) located west of Hibernia Street.

While the land beneath the harbour basin is municipally-owned, the water itself is governed by the Navigable Waters Act of the Federal Government. The Town may regulate certain activities in this area as long as it does not conflict with the applicable Federal Regulations.

This interpretation was affirmed in a letter from the Town’s solicitors dated December 10, 2015, which stated:

...the Town of Cobourg received ownership of Cobourg Harbour pursuant to the Divestiture Agreement. As such, it appears that Cobourg Harbour is not a designated port or harbour...this means that Cobourg Harbour is municipal property, and like other municipal property, can be regulated by municipal bylaw however as with any municipal bylaw it is subject to the jurisdiction of provincial and federal laws.

Public Engagement

The proponents, Mr. Pope and Ms. Bain, state that they represent “The Advisory Committee on Natural Spaces,” a sub-committee of the Willow Beach Field Naturalists. However, they have not provided any information explaining the process they followed to develop the concept of a “Natural Heritage Waterfront Park,” supporting information from the Willow Beach Field Naturalists itself or any indication that they conducted public consultations. The proponents did present to the Committee of the Whole and various municipal Advisory Committees, and generally, the Advisory Committees were supportive of the general concept although they did not have the benefit of an analysis of the proposal or this staff report.

It must also be noted that the Willow Beach Field Naturalists were heavily engaged during the development of the Parks Master Plan and the Waterfront Plan.

Staff recommend that before Council considers making significant alterations to both the Parks Master Plan and the Waterfront Plan based on this single proposal that the Town develop and implement another extensive public engagement process.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

Since most of the lands in question are owned by the Town of Cobourg and already subject to the Official Plan, Zoning By-Law, Parks Master Plan, Waterfront Plan and Parks Use By-Law, municipal staff cannot determine the financial implications of the creation of a new type of park without more detailed information regarding the governance, boundaries and rules of the new entity.

8.0 CONCLUSION

In light of the existing policy and regulatory framework already in effect for the Community Waterfront District, including the Harbour and West Beach areas, there is very little justification for or benefit in creating a new parks classification or adjusting boundaries of planning areas outlined in the Parks Master Plan and the more detailed Waterfront Plan, which were the result of extensive public engagement.

Staff believe the interests of the broader community are already adequately protected while ensuring maximum access to the many different user groups.

The Waterfront Plan includes extensive recommendations to preserve, protect and enhance the West Headland, West Beach and Ecology Garden as a natural open space feature with passive recreation (trails, observatories, interpretive areas) and low-impact (floating) docks and non-vehicle launching for small watercraft (dingies, paddlecraft, sailboats).

In the central area between the Centre Pier and the West Headland, the Waterfront Plan recommends that the marina area be enhanced with a new consolidated multi-purpose, multi-user community waterfront building, more organized parking, redesigned boat storage compounds, improved boat lift/launch facilities and additional boat slips (Council has passed a motion excluding additional boat slips during its mandate).

In the 2020 Budget, Council approved funds to begin Phase I of the Harbour improvements outlined in the Waterfront Plan, which includes detailed engineering and cost estimates for pathways (West Harbour, West Headland, West Beach), naturalization, reconfiguration of boat storage and parking and boat lifting options (accessible, paddle and motor boat). The Budget also includes funding for similar work on the East Pier, Campground and

Breakwaters. This information will be available for Council's deliberations on the 2021 Budget.

9.0 **POLICIES AFFECTING THE PROPOSAL**

Town of Cobourg Official Plan, 2018

The majority of the area proposed for the "Natural Heritage Waterfront Park" appears to fall within Block 3 of the Harbour Area Secondary Plan (Section 11.6 of the Official Plan) with some lands further west situated within the Environmental Constraint Area designation of the primary Official Plan (**refer to Appendix "C"**), excerpts of the Harbour Area Secondary Plan – Block 3, Schedule A Land Use Plan of the Official Plan, and Schedule F of the Harbour Area Secondary Plan). The Harbour Area Secondary Plan was first approved in 1989 and has not undergone any significant amendments or updates to present day.

Block 3 of the Harbour Area Secondary Plan contains policies governing land use for the western harbour area, including Marina Area, Public Open Space Area/West Pier, Hibernia Park Area and Environmental Constraint Area. The policies of the Plan recognize the existing boat slips in the inner harbour with the potential to expand to the outer harbour. The Plan also recognizes that other uses and activities have expanded into the area, such as fishing charters. It should be noted that land use planning instruments under the Planning Act (Official Plans, Secondary Plans and Zoning By-laws) govern the use of land, not water.

Marina Area

The policies of the Plan permit uses related to the marina and boating activities, including yacht club, reception/recreation, office, parking, storage and boat launching, as well as public recreation and open space uses. The policies recognize that the marina is a major attraction for visitors to the Harbour Area and any new shore development should reinforce the attraction of this activity area.

Public Open Space Area/West Pier

The lands designated Public Open Space Area/West Pier are also commonly referred to as the West Headland. The uses permitted in the Public Open Space Area shall be comprised of low impact open space and passive recreational uses, including playground areas, picnic areas, pedestrian/bicycle paths, and harbour viewing/look-out areas. Limited parking facilities to provide for viewing of the harbour area and public parking to serve the Harbour Area facilities may also be permitted. In addition, a public boat launch and winter boat storage and similar marina related uses shall be permitted.

Environmental Constraint (EC) Area

A large portion of the Cobourg waterfront, in general, and the lands in Block 3 are designated Environmental Constraint (EC) to primarily recognize the inherent environmental hazard of flood susceptibility that could lead to property damage or loss of life. EC lands may also exhibit poor or unstable soils or some other physical constraint which, if developed, could lead to environmental degradation. Land uses are to be sensitive to the physical constraints and limitations to protect the public and property but also to minimize adverse impacts on the environment and, therefore, are mostly limited to the conservation and preservation of the natural environment and outdoor recreation.

Zoning By-Law

The majority of the waterfront is located within the “*Environmental Constraint (EC) Zone*” while some portions are currently zoned “*Open Space (OS) Zone*” and “*Open Space Exception 3 and 4 (OS-3, OS-4) Zone*” in Comprehensive Zoning By-law No. 85-2003 (**refer to Appendix “D”**), excerpts from the EC Zone, OS Zone and OS-3 and OS-4 Zones).

The EC Zone implements the Secondary Plan policies and limits uses to conservation, forestry, picnic area, private or public park, public use and walking or bicycle trails.

The general OS Zone permits conservation, forestry, public/private park and public uses, and accessory uses such as storage areas, parking areas, and accessory buildings.

The OS-3 Zone provides specific direction regarding the use of land for the western pier/headland. OS-3 only permits a public park, public open space, a public use (infrastructure or other Town use), or accessory uses including parking, playground, pathways or observation areas.

The OS-4 Zone is located to the north of the EC Zone and permits more active uses such as marina, yacht club, visitor’s bureau, boater recreation, launching ramps, public park use, playgrounds, plazas, pathways and parking.

Parks Use By-Law Number 022-2016

The Parks Use By-Law regulates, manages, protects, controls and governs the use and maintenance of all public parks and public open spaces, including the Harbour and trails, and their public facilities in the Town of Cobourg.

Specifically, the By-Law defines a “Park” as:

[L]and and Municipal owned water lots and all portions thereof owned by or made available by lease, agreement, or otherwise to the municipality, that is or hereafter may be established, dedicated, set apart or made available for use as public open space, and that has been or hereafter may be placed under the jurisdiction of the Director including any and all buildings, structures, facilities, erections and improvements located in or on such land and for further certainty includes the parks and recreation areas listed in Schedule "A" to this by-law and which forms a part of this by-law;

Furthermore, "Recreational Area" is defined as:

[A]ny land, structure and/or building within the municipal limits of the Town of Cobourg including the Cobourg Harbour that is owned or controlled by the Municipality and is used or designed to be used for athletic, social, leisure or cultural activities;

For further certainty, the By-Law includes Schedule "A" (refer to Figure 6) that identifies specific municipal parks and recreational areas along with their classifications:

Property	Park/Recreational Category
Central Promenade (Esplanade)	Landmark
Marina Parks	Landmark
West Beach Lands and Boardwalk	Nature
Ecology Garden	Nature

Ganaraska Region Conservation Authority (GRCA)

In response to the Natural Waterfront Park proposal, the GRCA submitted a Report to the Town dated November 21, 2019 (**refer to Appendix "G"**).

The GRCA is a Regulatory Authority and may restrict, regulate or give permission for certain activities in and adjacent to shorelines. In its report GRCA staff state that most of the lands proposed by the Advisory Committee on Natural Spaces of the Willow Beach Field Naturalists for inclusion in a Natural Heritage Waterfront Park fall within the GRCA's Regulated Area and contain the following features:

- Floodplain associated with Lake Ontario;
- Dynamic Beach (West Beach), floodplain that is an erosion hazard
- Lake Ontario Erosion Hazard;
- Coastal Wetland (small area identified by GRCA staff between the harbour and the boat storage areas).

A permit would be required for development within these features, or within the setback allowance (15m).

While the GRCA supports the protection of all hazard lands, it acknowledged that the majority of the subject lands are already owned by the Town of Cobourg.

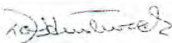
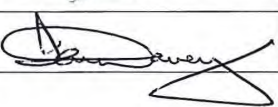
The GRCA made the following comments:

- **West Harbour** - the proponent has indicated that future marina expansion into the area would be prevented as part of the proposed park. Notwithstanding, the proponent has indicated that dredging, the construction of a disabled access dock, or a boatlift could be located in this area. The details of what would be considered as viable proposals within this area supported are unclear. Furthermore, if the purpose of this park is to be a "natural waterfront Park" the suggestion of allowing certain development while opposing other development appears to be more for the purpose of marina expansion prevention rather than the creation of a natural park...Harbours are generally considered locations to direct boats for storage purposes for landowners.
- **West Headland** - This is an artificially created area...It is noted that to maintain the headland, erosion protection measures may need to be installed...it is unclear if the park would allow for the implementation of further protection.
- **Ecology Garden** – It is understood this area is owned in part by the Legion Village and the Town of Cobourg...but appear to be outside any natural hazards.
- **West Beach** – A large portion of the lands are owned by the Town of Cobourg with exceptions including the private residences...[and] a track that is part of the Kawartha Pine Ridge District School Board...The west beach includes the floodplain associated with Lake Ontario, an erosion hazard component and the area is considered a dynamic beach. GRCA does not support development within dynamic beaches.

The GRCA staff would not recommend the endorsement of the proposal in its current form.

10.0 COMMUNICATION RESULTS

There has been no recent communications related to these topics.

Title:	Signing Official:	Signature:	Date:
Director of Community Services	D. Hustwick		February 27, 2020
Chief Administrative Officer (Interim)	I. Davey		February 27, 2020

Appendix A

1

[DRAFT] Proposal To the Cobourg Council

Title: **A Natural Heritage Waterfront Park**

From: The Advisory Committee on Natural Spaces of the Willow Beach Field Naturalists
October xx, 2019

The purpose of this proposal is to ask Council to create a **Natural Heritage Waterfront Park** comprising **the West Harbour (the open water west of the Centre Pier Area and a line connecting the Centre Pier to the west lighthouse, and the shore west the north end of the Centre Pier, though we might choose to exclude the strip in front of Yacht Club between the Centre Pier and the boat launch), the West Headland (north to the south end of the boat storage area), the Ecology Garden, and the West Beach** in order to give them **permanent protection**.

The PMP (Parks Master Plan) **already proposes** that the “West Beach Lands & Boardwalk” and the “Ecology Garden” be reclassified as nature parks (p. 27). The WUNA (Waterfront User Needs Assessment) recommends that we “Preserve the Headland and West Beach as a naturalized area” (Recommendations for West Beach and Headland, p. 37).

We are proposing to include the west harbour, which would make one unified natural heritage park of all these contiguous properties.

The PMP says that the focus of “nature parks” (natural is a better word) is conservation, nature appreciation, and interpretation. These parks provide **a nature-based experience and environmentally compatible passive recreation activities** [my bolding] (26). These activities would include sailing, canoeing, kayaking, dragon-boating, fishing, walking, running, nature hiking, dog-walking, birding, picnicking, photography, painting, and sitting on benches enjoying the view. A **passive-use** park would be utterly compatible with the uses and activities listed by the residents of Cobourg in response to the community survey carried out by the PMP (see chart, p. 9), such as walking (63% of users), nature hiking (48%), nature observation/bird watching (37%), picnicking (36%), dog-walking (32%), canoeing/kayaking (31%), boating/sailing (26%), running/jogging (21%).

This new park would be designed to answer all the objectives of Goal #4 of the PMP – Environment (p. 15):

- Maintain and preserve natural ecosystems and their functions
- Develop parks to enhance environmental integrity, productivity and diversity
- Protect riparian resources and enhance aquatic habitat
- Enhance appreciation and understanding of the environment through accommodating public access and providing interpretation/educational opportunities

5 points to keep in mind:

1. This proposal is totally in the spirit of the Parks Master Plan of 2013, which recommended that “Cobourg should expand its supply of parks” (p. i), and which gave priority to waterfront design (p. ii).
2. It reflects many recommendations of the Waterfront User Needs Assessment of 2018.
3. It has an unprecedented level of Community support.
4. The immediate cost is **nil** and long-range costs are comparatively low; as the PMP points out, low maintenance is characteristic of such parks (p. 27 top).
5. In terms of climate change and sustainability, creating a downtown, **passive-use area with zero greenhouse gas emissions** makes excellent sense. You could not have a greener proposal.

The **natural value** of the area is almost undisputed - see the PMP and WUNA, especially Appendix H “Natural Heritage Report,” p. 371 ff by Brad Bricker of Landscape Ecology and Natural heritage Planning.

Its importance for birds (over **268 species** of birds recorded around the harbor) and plants (the West Headland and West Beach have 248 plant species, including some unusual ones like Seaside Spurge) is legendary and the Ministry of Natural Resources and Forestry identifies the West Beach as the **Cobourg Beach Life Science Site**.

Birds need **protected open water** and our harbour is the best spot between Oshawa and Presqu’ile, a great spot for wintering gulls (15 species), Snowy Owls, and waterfowl and a **migration** hotspot in Spring and Fall.

Many rarities recorded (see Bain, M., *The Wildlife of Cobourg Harbour* (2015).

The West Beach is the best unspoiled wormwood and willow beach between Toronto and Presqu’ile.

The great **cultural heritage value** of the area must also not be overlooked and undervalued: the West Headland was built shortly after Victoria Hall (opened 1860, pier built in 1870s and opened 1876). The harbour is officially called our “Heritage Harbour.” This new park should be protected under the Ontario Heritage Act as a landscape of great cultural value.

Opposition will only be to the inclusion of the West Harbour, since this precludes Marina expansion into the area, an idea still dear to a dwindling few.

Jurisdiction issue: When the Planning Committee considered the proposal in 2016, they were told by staff members that the Town did not have the jurisdiction to protect the West Harbour because it formerly belonged to the Federal government. This is a red herring. The Town can protect the area if it wishes.

Nor does including the West Harbour in a park preclude the necessary dredging, the building of a disabled access dock, or even the acquisition of a boatlift if placed east of current launch or in the Marina where it would make sense.

Cobourg is **phenomenally lucky** to have in its downtown core a discrete area like the West Harbour, West Headland, Ecology Garden, and West Beach. Other towns would die for this **greenspace**.

Even the OP (though little attention has been paid to it) classifies it as under **Environmental Constraint**.

But the area is **fragile** – the West Headland was badly damaged almost overnight in 2014, and the West Beach could be ruined by a bulldozer in half a day.

This is why we are asking for **protection now**; we want something left to enhance when the Town is ready. The specifics can be worked out later.

The Legion ownership of the north strip of the Ecology Garden can be resolved.

Nor should the School Board ownership of a section of the boardwalk be allowed to prevent the Town from creating a park.

We are asking only for protection now, not money (we recognize that fixing the East Pier is more pressing).

First proposal from WBFN recommending the harbor area be preserved as an open space” similar to the landfill parks in TO and all over the province was written by Clive Goodwin in August 1994 – 25 years ago.

I made a proposal in January 2016, which the then mayor said was to be a priority item, and the Parks and Recreation Committee fully approved. Obviously nothing happened.

This proposal has already been vetted by 5 committees. Ontario’s provincial environmental conservation organization, **Ontario Nature**, fully supports the idea.

Time to act

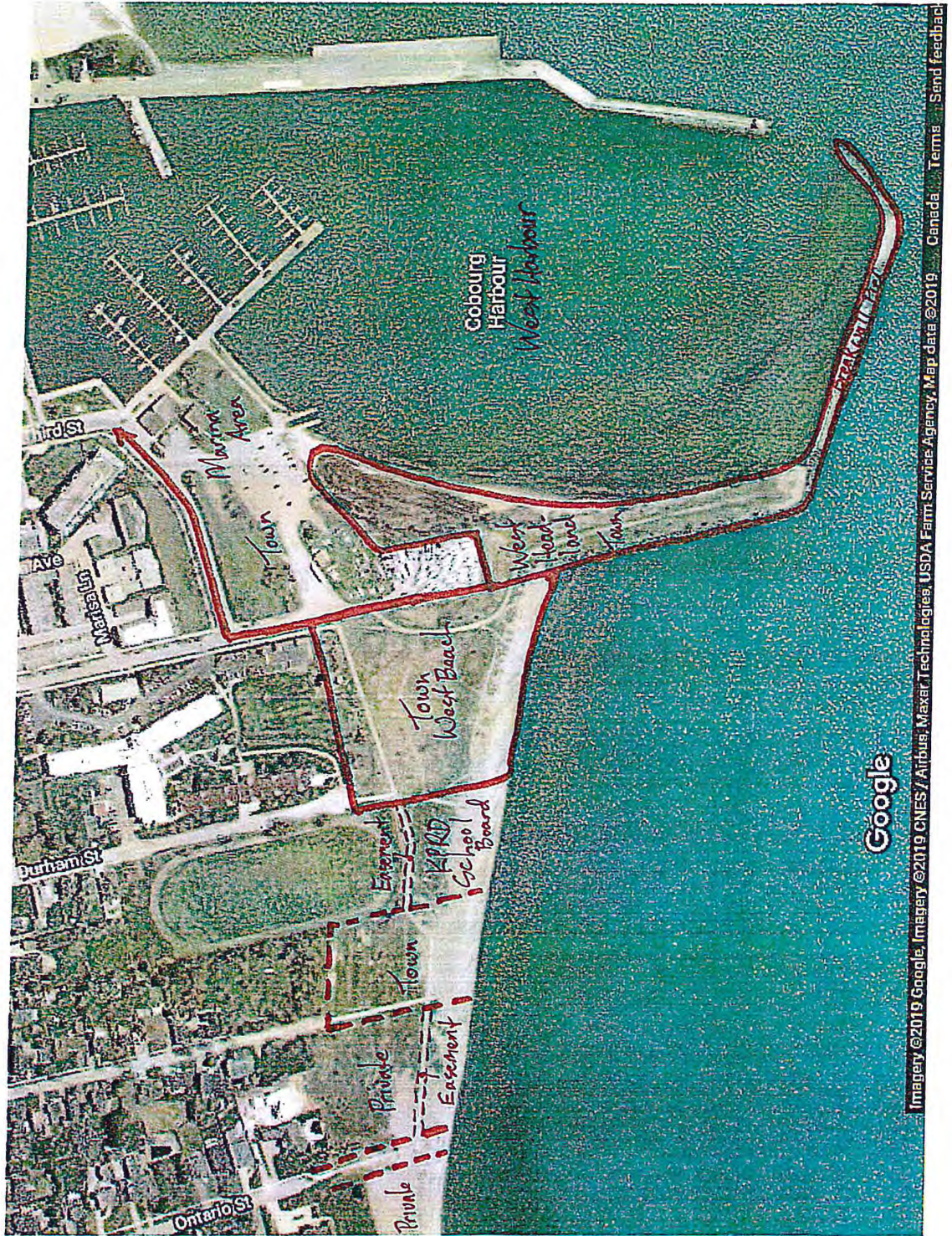
Recommendation for Action:

1. That Council move to initiate the creation of this Natural Heritage Waterfront Park.
2. That Council ask the Parks and Recreation Committee working together with appropriate staff to formulate a detailed proposal for the rules and regulations of such a park, including the things that need to be done over time to make this park into the potential jewel it can be and a timetable for undertaking the improvements.

Appended Materials:

Photos
 Bricker Report, Plan B Natural Heritage Report
 Bain, M., *The Wildlife of Cobourg Harbour* (2015).
 Bird List
 Plant List
 Ontario Nature Letter (to be solicited)
 Committee Reports
 Legal Report

Appendix B



Appendix C

Official Plan

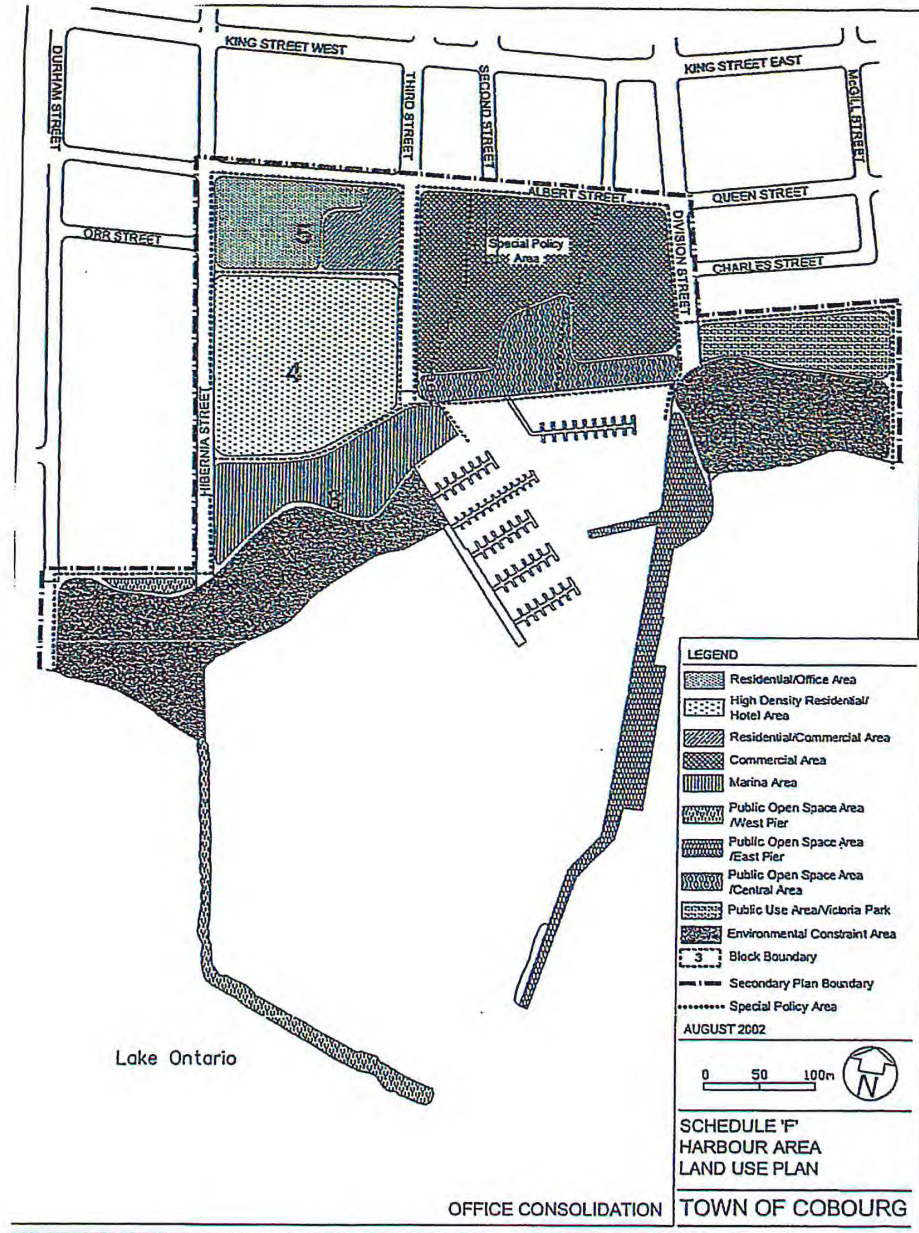


LEGEND

- ENVIRONMENTAL CONSTRAINT AREA
- EMPLOYMENT AREA
- HIGH DENSITY RESIDENTIAL AREA
- MAIN CENTRAL AREA
- MAJOR INSTITUTIONAL
- MIXED USE CORRIDOR AREA
- PARK AREA
- RESIDENTIAL AREA
- SHOPPING NODE AREA
- SECONDARY PLAN AREA

- BUILT BOUNDARY
- URBAN SETTLEMENT AREA BOUNDARY
- SPECIAL PROVISION
- STABLE RESIDENTIAL AREA
- MAJOR TRANSIT STATION
- MAJOR TRANSIT STATION AREA
- WASTE DISPOSAL ASSESSMENT AREA
- WATERCOURSE
- FLOODPLAIN
- SPECIAL POLICY AREA
- KING STREET CORRIDOR

Official Plan-Harbour Secondary Plan 'Schedule F'



11.5.5.3 Policies

Lands within the Environmental Constraint Area designation in Block 2 shall be subject to the applicable policies of Section 3.11, and, notwithstanding the provisions of Section 9 of the Official Plan, where there is a conflict between the policies of the Official Plan and the Secondary Plan, regarding the Environmental Constraint Area designation, the Official Plan will supersede the Secondary Plan policies for the area.

However, within the constraints imposed by the policies of Section 3.11, this area will also be subject to the general direction with regard to development outlined in Section 11.5, particularly Section 11.5.4.

11.6 BLOCK 3 - MARINA/WEST PIER AREA

11.6.1 General

The Marina Area of the Harbour is bounded to the north by a line which approximates the westerly extension of the urban promenade in Area 1, Third Street, Lake Ontario and Hibernia Street.

This area already incorporates a significant shore development for the marina which has 197 slips and the potential for expansion to approximately 450 slips. In addition, there has been significant expansion of other boating related activities such as fishing, including charter operations, which must be accommodated.

11.6.2 Objective

To provide an appropriate location for the potential expansion of the shore activities related to the marina and other boating uses.

11.6.3 Marina Area

11.6.3.1 Permitted Uses

The main permitted uses in the Marina Area in Block 3 shall comprise uses related to the marina and other boating activities, including a yacht club, boater recreation centre with facilities such as a reception hall, meeting rooms and the harbour master's office, public parking areas, boat storage areas and boat launching ramps.

In addition, other public uses and public open space uses, particularly

those related to boat and water activities may be permitted including a pedestrian/bicycle pathway system which links up to the urban promenade, a playground, a public plaza, a visitors bureau and the customs office.

The Town shall have regard for the West Harbour Waterfront Development Plan in the development of this area.

Notwithstanding the foregoing, nothing shall prevent the development of lands in this designation within the area which is the subject of By-law 24-93, in accordance with the regulations of that by-law.

11.6.3.2 Marina Development

- a) The marina is already a major attraction for visitors to the Harbour Area and, any new shore development should reinforce the attraction of this activity area. The Town will work closely with all concerned groups to ensure that development in the marina area allows for the achievement of this objective.
- b) In particular, the Town will seek to ensure that the marina development is designed in a manner which ensures that all parts of it are accessible to the public, except where there may be security concerns such as the boat storage area. Wherever possible, public uses such as a pedestrian/bicycle pathway, shall be integrated with the marina activities.
- c) The provision of additional public parking is essential to permit the expansion of the marina use and other boating uses. The property owned by the Town, to the north of the existing marina property, would provide a suitable area for such a facility.
- d) The zoning by-law shall permit the full range of permitted marina, public use and public open space uses in the Marina Area, in conformity with the policies of Section 11.6.
- e) Notwithstanding any other provisions of this section, site design for any development in the Marina Area shall, where applicable, permit the development of a potential east-west collector road, in accordance with Schedule "G" and the policies of Section 11.10.2 e., should the Town determine such a road to be necessary.

11.6.4 Public Open Space Area/West Pier

11.6.4.1 Permitted Uses

The permitted uses in the Public Open Space Area in Area 3 shall comprise a range of low density open space uses including playground areas, picnic areas, pedestrian/bicycle paths, and harbour viewing areas to be located on the West Pier and the park facility west of Hibernia Street. Fish habitat and other similar ecological features may also be permitted.

Parking areas to provide for viewing of the harbour area and public parking to serve the Harbour Area facilities may also be permitted, but, such areas shall be as limited as possible. In addition, a public boat launch and winter boat storage and similar marina related uses shall be permitted.

The Town shall have regard for the West Harbour Waterfront Development Plan in the development of this area.

11.6.4.2 West Pier

- a) The West Pier shall be expanded in size through the addition of fill material to provide additional protection for the Harbour Area and the expanded marina and to create an aquatic wetland and terrestrial habitat. The Ministry of Natural Resources, Department of Fisheries and Oceans, and the Ganaraska Region Conservation Authority will be contacted to determine if any authorizations are required.
- b) The expanded pier area shall be primarily used for low density open space uses including a lookout facility, picnic areas and a pedestrian/bicycle path.
- c) Parking facilities for vehicle viewing of the Harbour may also be located on the Pier. In addition, a public boat launch and winter boat storage and similar marina related uses may be permitted.
- d) Additional parking and other facilities to serve the marina use may be located on the Pier when the Town is satisfied that there is a significant need for such facilities and, that it is not possible to acquire additional space in the main Harbour Area.
- e) If parking and other facilities to serve the marina are permitted on the West Pier such facilities must be carefully landscaped to ensure that their impact on the adjacent uses is minimized. In addition,

such facilities must be designed so that vehicular traffic in the area will be clearly separated from areas accessible to pedestrians and bicyclists.

- f) The Zoning By-law shall permit the full range of permitted low density public open space uses in the West Pier Area, in conformity with the policies of Section 11.6. However, parking facilities other than a limited area for harbour viewing and other marina related facilities will not be permitted without a By-law amendment.

11.6.4.3 Hibernia Park Area

- a). The lands in the Public Open Space Area west of Hibernia Street shall be developed for a public park which will be primarily used for low density open space uses, including picnic areas and a pedestrian/bicycle pathway.
- b) The Zoning By-law shall permit the full range permitted low density public open space uses in the Hibernia Park Area, in conformity with the policies of Section 11.6.

11.6.5 Environmental Constraint Area

11.6.5.1 General

The Environmental Constraint Area designation includes lands having inherent environmental hazards such as flood or erosion susceptibility, poor drainage, organic soils, instability or any other similar physical characteristic or limitation which, if developed upon, could result in the deterioration or degradation of the environment and consequently cause property damage or loss of life.

The use of such lands shall respect the physical constraints and limitations in order to not only protect life and property but also minimize the alteration of the natural environment and, where appropriate, maintain the hydraulic capacity of the water courses and their related flood plains.

11.6.5.2 Permitted Uses

The predominant use of land within areas so designated shall be that of conservation and preservation of the natural environment and outdoor recreation. In addition, public or private parks or other similar forms of outdoor recreational activities such as golf courses shall also be permitted.

11.6.5.3 Policies

Lands within the Environmental Constraint Area designation in Block 2 shall be subject to the applicable policies of Section 3.11, and, notwithstanding the provisions of Section 9 of the Official Plan, where there is a conflict between the policies of the Official Plan and the Secondary Plan, regarding the Environmental Constraint Area designation, the Official Plan will supersede the Secondary Plan policies for the area.

However, within the constraints imposed by the policies of Section 3.11, this area will also be subject to the general direction with regard to development outlined in Section 11.6.

11.7 BLOCK 4 - HIGH DENSITY RESIDENTIAL/HOTEL AREA

11.7.1 General

The High Density Residential/Hotel Area is located between Hibernia and Third Streets north of the marina development and south of the existing development along Albert Street.

This area is presently developed for multiple residential uses or is vacant land. Its proximity to the Legion Village development makes the Hibernia Street frontage suitable for redevelopment for residential uses. The Albert Street frontage, because of its proximity to the Central Area of the Harbour, would appear appropriate for a mixed used development combining residential and commercial or office uses. An alternative use for the area would be a hotel/convention complex.

11.7.2 Objective

To ensure that the private lands in Block 4 are developed in a manner compatible with the surrounding development, both private and public.

11.7.3 High Density Residential/Hotel Area

11.7.3.1 Permitted Uses

The permitted uses in the High Density Residential/Hotel Area in Block 4 shall be limited to higher density forms of residential development such as apartment buildings and/or a hotel/convention complex.

In addition, the lands fronting on Third Street may include commercial,

Appendix D

Zoning Map (partial)



SECTION 21: ENVIRONMENTAL CONSTRAINT (EC) ZONE REGULATIONS

21.1 GENERAL USE REGULATIONS

21.1.1 Permitted Uses

- i) agricultural use;
- ii) conservation use;
- iii) forestry use;
- iv) picnic areas;
- v) private park use existing as of January 1, 1993;
- vi) public park use existing as of January 1, 1993;
- vii) public uses in accordance with the provisions of Section 5.3.2;
- viii) walking and bicycle trails.

21.1.2 Permitted Accessory Uses

- i) accessory use to the Permitted Uses in Section 21.1.1;
- ii) parking areas for the permitted use.

21.1.3 Permitted Buildings and Structures

- i) buildings and structures necessary for flood and erosion prevention and control, and landscape stabilization;
- ii) accessory structures for a public or private park use including, but not limited to; benches, boat launching facilities, ball diamonds, tennis courts.

21.1.4 Parking

In accordance with the provisions of Section 6.

21.2 SPECIAL USE REGULATIONS

The regulations contained in subsection 21.1, General Use Regulations, shall apply to the special use area or areas defined below, except as otherwise specifically provided in the special use regulations in this subsection 21.2.

21.2.1 Environmental Constraint Exception 1 (EC-1) zone - 357 Elgin Street West

21.2.1.1 Defined Area

(EC-1) as shown on Schedule "A", Map 9 to this By-law.

21.2.1.2 Permitted Uses, Building and Structures

The uses, building and structures permitted in Sections 21.1.1, 21.1.2 and 21.1.3 respectively and a parking area which is an accessory use to the permitted apartment building in the R4-1 Zone.

21.2.1.3 Parking

In accordance with the provisions of Section 6 provided that no parking area shall be located within 30 metres (98.4 feet) of Cobourg Creek.

SECTION 20: OPEN SPACE (OS) ZONE REGULATIONS

20.1 GENERAL USE REGULATIONS

20.1.1 Permitted Uses

- i) conservation use;
- ii) existing cemetery use, including a place of worship as an accessory building but excluding a crematorium or mausoleum;
- iii) forestry use;
- iv) private park use;
- v) public park use;
- vi) public use in accordance with the provisions of Section 5.3.2.

20.1.2 Permitted Accessory Uses

- i) accessory uses to the permitted uses of Section 20.1.1;
- ii) one residential unit for a caretaker;
- iii) parking areas for the permitted uses.

20.1.3 Permitted Buildings and Structures

- i) a single-detached dwelling for a caretaker;
- ii) accessory buildings and structures for the permitted uses including a refreshment stand, a storage area, parking area, swimming pools, tennis courts, band shells and ball diamonds.

20.1.4 Lot Area

465 m² (5,000 ft.²) minimum.

20.1.5 Lot Frontage

15 metres (50 ft.) minimum.

20.1.6 Lot Coverage

20% maximum.

20.1.7 Front Yard

7.5 metres (25 ft.) minimum.

20.1.8 Rear Yard

7.5 metres (25 ft.) minimum.

20.1.9 Side Yard

7.5 metres (25 ft.) minimum.

20.1.10 Landscaped Open Space

Minimum 50% of the lot.

20.2.2 Open Space Exception 2 (OS-2) zone - Harbour Area/East Pier

20.2.2.1 Defined Area

(OS-2) as shown on Schedule "A", Map 2, to this By-law.

20.2.2.2 Permitted Uses

Notwithstanding the provisions of Section 20.1.1 and 20.1.1 only the following uses shall be permitted in the (OS-2) Zone:

- i) public park use;
- ii) public open space use;
- iii) public use in accordance with the provisions of Section 5.3.2;
- iv) eating establishment and/or museum use in a vessel beside the pier;
- v) accessory use to the permitted uses in Sections 20.2.2.2 i) through iii) including a parking lot, sculpture garden, pedestrian/bicycle pathway and observation area; and,
- vi) ramps and loading area accessory to the permitted uses in Section 20.2.2.2 iv).

20.2.2.3 Permitted Buildings and Structures

Buildings and structures for the permitted uses.

20.2.2.4 Regulations for the Uses Permitted in the (OS-2) Zone

Notwithstanding the provisions of Section 20.1, only the following regulations shall apply to the lands in the (OS-2):

- i) **Lot Coverage:**
30% maximum
- ii) **Landscaped Open Space:**
50% minimum
- iii) **Building Height:**
3 storeys maximum
- iv) **Yards:**
7.5 m (25 ft) min. from the edge of the pier
- v) **Parking:**
In accordance with the provisions of Section 6.
- vi) **Accessory Buildings and Structures:**
In accordance with the regulations of this Section 20.2.2.4.

20.2.3 Open Space Exception 3 (OS-3) zone - Harbour Area/West Pier

20.2.3.1 Defined Area

(OS-3) as shown on Schedule "A", Map 2, to this By-law.

20.2.3.2 Permitted Uses

Notwithstanding the provisions of Section 20.1.1 and 20.1.2, only the following uses shall be permitted in the (OS-3) Zone:

- i) public park use;
- ii) public open space use;
- iii) public use in accordance with the provisions of Sections 5.3.2;
- iv) accessory use including parking areas, playground areas, a pedestrian/bicycle pathway and observation areas.

20.2.3.3 Permitted Buildings and Structures

Buildings and structures for the permitted uses.

20.2.3.4 Regulations for the Uses Permitted in the (OS-3) Zone

Notwithstanding the provisions of Section 20.1, only the following regulations shall apply to the lands in the (OS-3) Zone:

- i) **Lot Coverage:**
10 % maximum
- ii) **Landscaped Open Space:**
60 % minimum
- iii) **Building Height:**
3 storeys maximum
- iv) **Yards:**
7.5 m (25 ft) minimum from the edge of the pier
- v) **Parking:**
A minimum of five spaces and a maximum of 15 parking spaces shall be permitted in the (OS-3) Zone.
- vi) **Accessory Buildings and Structures**
In accordance with the regulations of this Section 20.2.3.4

20.2.4 Open Space Exception 4 (OS-4) zone Harbour Area/Marina

20.2.4.1 Defined Area

(OS-4) as shown on Schedule "A", Map 2 to this By-law.

20.2.4.2 Permitted Uses

Notwithstanding the provisions of Section 20.1.1 and 20.1.2. only the following uses shall be permitted in the (OS-4) Zone:

- i) public park use;
- ii) public open space use;
- iii) public use in accordance with the provisions of Section 5.3.2;
- iv) marina use;
- v) yacht club use;
- vi) visitor's bureau use;
- vii) parking area use;
- viii) accessory use including boater recreation centre use, boat storage areas, launching ramps, playground areas, a pedestrian/bicycle pathway and public plaza.

20.2.4.3 Permitted Buildings and Structures

Buildings and structures for the permitted uses.

20.2.4.4 Regulations for the Uses Permitted in the (OS-4) Zone

Notwithstanding the provisions of Section 20.1, only the following regulations shall apply to the lands in the (OS-4) Zone:

- i) **Lot Coverage:**
30% maximum
- ii) **Landscaped Open Space:**
20% minimum
- iii) **Building Height:**
3 storeys maximum
- iv) **Yards:**
7.5 m. (25 ft.) minimum from the edge of the pier
- v) **Parking:**
In accordance with Section 6.
- vi) **Accessory Buildings/Structures:**
In accordance with the regulations of this Section 20.2.4.4.

TOWN OF COBOURG, ON

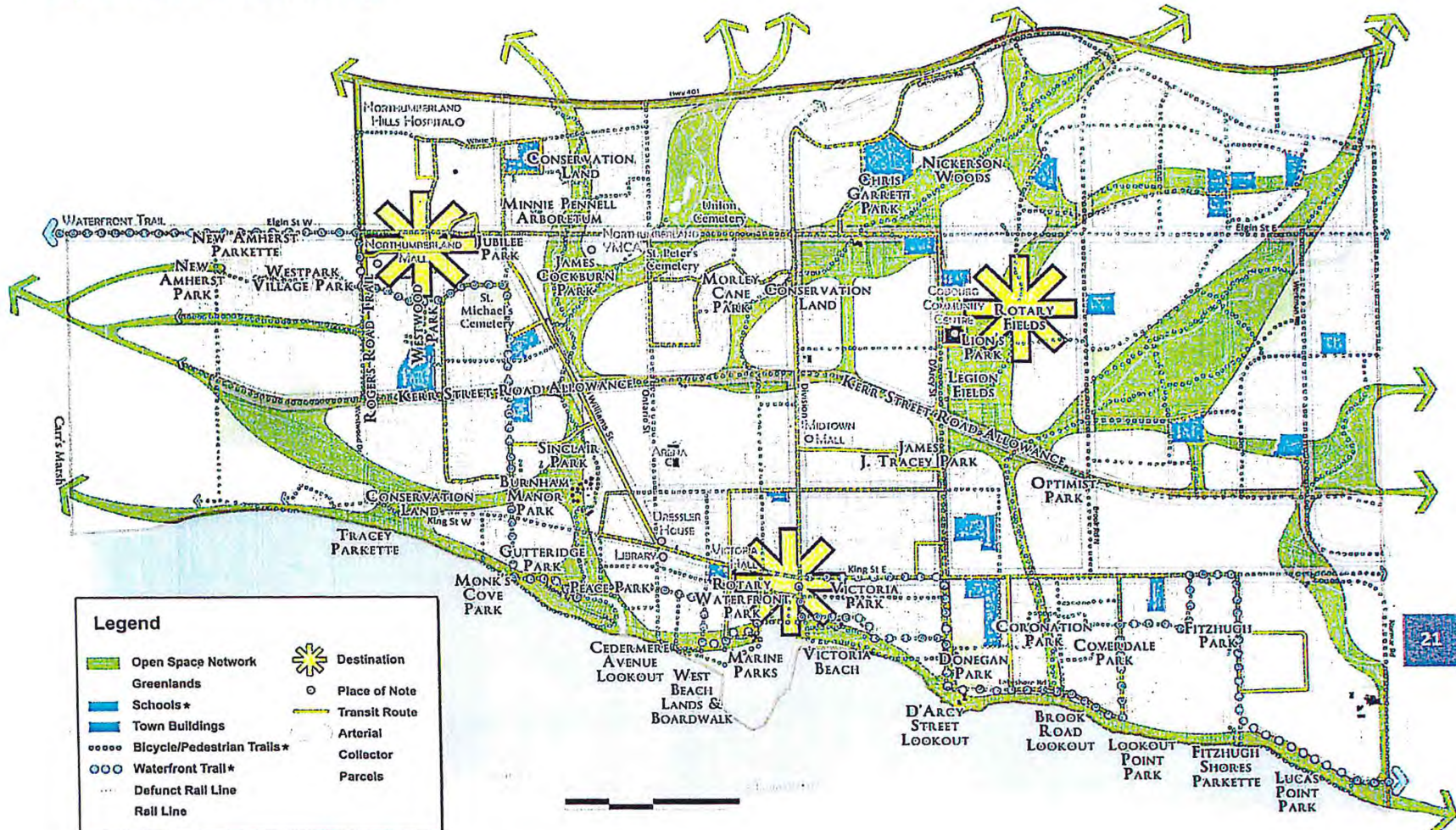


PARKS MASTER PLAN

MAY 2013

Prepared By: Jeffrey Smith & Company, Inc.

Systems Plan Map



peter j. smith & company, inc.

Cobourg Parks Master Plan

The park classifications proposed for the Town of Cobourg are briefly outlined below:

Leisure Parks - are the most common type of park and provide the greatest degree of access to the system. They are centrally located in each neighbourhood and are within a short walking distance of all homes.

Cultural Parks – possess historic/heritage qualities distinct to Cobourg. These parks help define the Cobourg experience and are unique places for community celebrations and special events. In conjunction with Landmark Parks, they provide the greatest opportunity to enhance the tourism appeal of the community.

Nature Parks - are predominantly natural in character and exhibit landscape/environmental characteristics common to Cobourg or the surrounding area. The focus of these parks is conservation, nature appreciation, and interpretation. They provide a nature-based experience and environmentally compatible passive recreation activities.

Athletic Parks – are large scale facilities whose primary function is active recreation. These parks serve both the Town and the surrounding region and are designed to accommodate a variety of events/activities simultaneously. Programmed for sports tournaments or festivals with a regional draw, they can contribute to the economic development of the Town.

Landmark Parks – are located on Cobourg's waterfront. They are defining icons of the Town and provide a range of experiences and water related activities. As the centre piece of the Town's event programming, Landmark Parks are regional destinations that have wide appeal to a diverse audience. Portals are a sub-component of this classification and provide public access to the waterfront at street ends that terminate at the lake.

Connector Parks – are generally linear public spaces that connect parks and primary Town attractions. They are components of the Systems Plan described in the previous section of the document and integrate *creek corridors*, *abandoned utility/rail corridors*, *street allowances*, etc.

The following chart summarizes the key attributes of each park classification including character, function, facilities (primary & secondary), and location. In addition, the chart identifies how existing parks align with the new classification system.

New Park Classification

Type	Character	Primary Function	Primary Facilities (required)	Secondary Facilities (allowed)	Location	Existing Parks (Reclassified)
Nature	<ul style="list-style-type: none"> Wooded Stream corridor Valley land Shoreline Passive Wildlife habitat Low/no maintenance 	<ul style="list-style-type: none"> Nature preservation Nature appreciation Education Small group gatherings 	<ul style="list-style-type: none"> Trails Interpretation Naturalization Demonstration 	<ul style="list-style-type: none"> Natural play area "Outdoor classroom" Enviro-washroom Public art/sculpture, Community gardens 	<ul style="list-style-type: none"> Natural areas Stream corridors Environmental areas 	<ul style="list-style-type: none"> James Cockburn Park West Beach Lands & Boardwalk Ecology Garden Minnie Pennell Arboretum Sinclair Park Peace Park Lucas Point Park
Athletic	<ul style="list-style-type: none"> Open Flat Well organized Maintained Active use Multi-use Specific use areas Vistas 	<ul style="list-style-type: none"> Athletics Major sports activities Tourism Large gatherings 	<ul style="list-style-type: none"> Sr. athletic fields Park centre (washroom, concession) Parking Pathways Picnic facilities 	<ul style="list-style-type: none"> Water play facility Skate/bike park Play area "Dome/bubble" Community gardens 	<ul style="list-style-type: none"> Industrial areas Buffered from residential Primary road access 	<ul style="list-style-type: none"> Cobourg Community Centre Donegan Park Legion Fields Lion's Park Rotary Fields
Leisure	<ul style="list-style-type: none"> Mix of open and treed areas Sun/shade Unique to neighbourhood 	<ul style="list-style-type: none"> Primary passive recreation Play Pathway Small gatherings 	<ul style="list-style-type: none"> Pathway Play area Seating area Shelter 	<ul style="list-style-type: none"> Jr. play field Multi-use court Neighbourhood interpretation Info kiosk Spray pad Public art/sculpture Community gardens 	<ul style="list-style-type: none"> Central to neighbourhood 	<ul style="list-style-type: none"> Burnham Manor Park Coronation Park Coverdale Park Fitzhugh Park James J. Tracey Park Morley Cane Park New Amherst Parkette Optimist Park Westpark Village Park Westwood Park Gutteridge Park
Connector	<ul style="list-style-type: none"> Linear Recreationway Linked nodes Wayfinding 	<ul style="list-style-type: none"> Linkage Create connected open space system Access to gathering spaces 	<ul style="list-style-type: none"> Trail/pathways Trail head Interpretation Wayfinding features 	<ul style="list-style-type: none"> Rest areas Parking at nodes 	<ul style="list-style-type: none"> Utility corridors Abandoned rail lines Street rights of way Open space corridors 	<ul style="list-style-type: none"> Monk's Cove Park Rogers Road Trail Kerr Street Allowance
Cultural	<ul style="list-style-type: none"> Unique Inspirational Informative Cobourg identity Organized Shade/trees 	<ul style="list-style-type: none"> Art Culture History Events Variety of gathering sizes 	<ul style="list-style-type: none"> Public art/sculpture Memorials Interpretation Pathways Gathering space 	<ul style="list-style-type: none"> Themed play area Themed gardens Event space Horticultural display 	<ul style="list-style-type: none"> Central location within Town 	<ul style="list-style-type: none"> Victoria Park Jubilee Park Chris Garrett New Amherst Rotary Waterfront Park
Landmark	<ul style="list-style-type: none"> Lakefront Urban Active Continuous Linked nodes Services Monumental and natural 	<ul style="list-style-type: none"> Lake access Tourism Festivals Large gatherings 	<ul style="list-style-type: none"> Marina/boating Commercial/retail Water based activity Promenade Festival space 	<ul style="list-style-type: none"> Water feature Public art/sculpture Spray pad Picnic facilities 	<ul style="list-style-type: none"> Adjacent to Lake 	<ul style="list-style-type: none"> Victoria Beach Marina Park Central Esplanade
Portal		<ul style="list-style-type: none"> Lake access/views 	<ul style="list-style-type: none"> Pathway from street Seating Overlook 	<ul style="list-style-type: none"> Entry feature Interpretative panels 	<ul style="list-style-type: none"> Road end at Lake 	<ul style="list-style-type: none"> Cedermere Avenue Lookout D'Arcy Street Lookout Lookout Point Park Fitzhugh Shores Parkette Tracey Parkette Green Street Henry Street

Park Type: NATURE

Overview: Nature Parks are intended to protect, preserve and enhance the environmental qualities of the Town. They are comprised of natural areas, woodlots, floodlands, and select waterfront public spaces. They accommodate public access and provide environmental education opportunities

and experiences. Development within Nature Parks is generally limited to pedestrian facilities that integrate well with the natural environment and enhance the experience. This includes nature trails, overlooks, birdblinds, interpretive panels, etc.

PARK DESIGN GUIDELINES

LOCATION	Should have minimum 40.0 m street frontage on primary street; should be integrated into open space system and be accessible by Connector Park
ACCESS	Should have pedestrian entrance connected to the street
ENTRANCES	Should be in natural areas – woodlots, stream corridors, wetlands, lake edge
PEDESTRIAN CIRCULATION	Should have primary internal path 2.5 m wide to link facilities, could provide secondary path should be 1.8 m wide, should connect to the Town wide pedestrian system
VEHICULAR CIRCULATION	Not required; could provide on-street parking (preferred) or on-site if demand warrants; should minimize impact on site use
BUILDINGS	Could provide a centralized building with washrooms, concession, storage facilities
LANDSCAPING	Should enhance the environmental function of the site; should enhance habitat; should be developed for educational purposes
SIGNAGE	Should provide park identification sign at entrances, should be unique/custom designed, should provide wayfinding in large parks, should be pedestrian scaled
SPECIAL FEATURES/FUNCTIONS	Should be a model of green design; should employ extensive environmental design/construction techniques; should be an outdoor education destination



Prototypical Nature Illustration

Cobourg Parks Master Plan



peter j. smith & company, inc.

Park Type: LANDMARK

Overview: Landmark parks are located on the waterfront and are defining features of the Town. They enhance the identity of Cobourg as a waterfront community and support a diversity of water-related recreation activities. In the urban area, they support the downtown and are intended to enhance tourism and economic development opportunities. Across the Cobourg Waterfront, Landmark Parks are envisioned to be connected and continuous and

provide direct pedestrian access (visual and physical) to the Lake. They support a wide variety of uses, activities and experiences and are integral to the economic well-being of the community. As a sub-component of Landmark Parks at the waterfront, Portals are designed at all north/south streets that end at the Lake to provide public access and lake viewing opportunities.

PARK DESIGN GUIDELINES

LOCATION	Should be located on the waterfront; should be continuous/connected across the waterfront
ACCESS	Should maximize street frontage for park use; should preserve views to the water
ENTRANCES	Should have well defined pedestrian entrances connected to the street; entrance should connect with a primary pedestrian promenade or boardwalk
PEDESTRIAN CIRCULATION	Should have a hierarchy of pedestrian circulation features; should provide a primary pedestrian promenade or boardwalk a minimum 5.0 m wide, should connect to the Town wide pedestrian system
VEHICULAR CIRCULATION	Should be designed to enhance the experience of the waterfront; should minimize the impact on public use/access to the waterfront; should limit parking on the waterfront
BUILDINGS	Should provide washrooms, concession, change rooms, storage, etc.; buildings should be connected to the primary promenade or boardwalk; should be orientate to preserve views of the water; should have a character compatible with its waterfront location
LANDSCAPING	Should be used to reinforce pedestrian circulation and focus views to the water; should provide shade; should mitigate beach erosion/sand displacement; should support environmental function of waterfront
SIGNAGE	Should provide park identification sign at entrances, should be unique/custom designed, should provide wayfinding in large parks, should be pedestrian scaled
SPECIAL FEATURES/FUNCTIONS	Should enhance tourism and economic development; should accommodate increased commercial use/activities; should support special events; should have a character unique to Cobourg



Prototypical Landmark Illustration

Cobourg Parks Master Plan



peter j. smith & company, inc.

Appendix F



WATERFRONT USER NEEDS ASSESSMENT AND DETAILED DESIGN

TOWN OF COBOURG / MAY 2018

RECOMMENDATIONS

Eighty-three (83) separate waterfront related initiatives have been identified through the planning and design process. These initiatives comprise both physical/infrastructure and operational improvements. They are based on the outcomes of the community engagement process (see Section 3.0), the incorporation of relevant material from previous work conducted by the Town (see Section 2.0), site visits and the use of GIS mapping, and the team's previous experience in waterfront planning and design. The initiatives are organized into ten waterfront locations/topic areas:

1. West Beach and Headland (8)
2. Harbour (2)
3. Marina (10)
4. East Pier (9)
5. Victoria Park Beach (14)
6. Campground (8)
7. Victoria Park (6)
8. Parking and Traffic Management (11)
9. Waterfront Linkages and Connections (4)
10. Other Waterfront Parks and Open Spaces (11)

The following sections discuss recommendations for each of the ten locations/topic areas. A general description of the design framework is provided, followed by a discussion of recommended initiatives, and to which waterfront goals each initiative responds to. This is followed by a discussion of other relevant considerations and revenue generating potential.

The potential for revenue generation, although not strictly considered a design element, is discussed in its potential to contribute to financing the costs associated with infrastructure improvements. Revenue generation is a key consideration since the Town has limited options to help pay for these improvements beyond taxes and user fees.

For details on implementing these initiatives (recommendations), please refer to the Implementation section of this plan.



Figure 6.1: West Beach and Headland Plan Conceptual Rendering Plan

1.0 West Beach and Headland

Located on the western half of Cobourg's core waterfront, the West Beach and Headland area provides a sharp contrast to the more developed and active Victoria Park Beach, harbour and marina. The area is characterized by a natural, unmanicured aesthetic with rocky shoreline, native plant species and informal pathways. For those looking for a more rugged, natural waterfront experience, it is a place to enjoy birdwatching and views of the harbour and Lake Ontario.

A number of key considerations for the design and development of the West Beach and Headland area have been identified:

- Preserve the Headland and West Beach as a naturalized area
- Provide space along the beach east of the headland to accommodate a small watercraft
- Celebrate the beach and headland's contrast to the more developed areas of the waterfront
- Take advantage of views towards the Town and harbour
- Minimize intervention, as it already possesses key desirable attributes
- Refine and expand appropriate management practices for the site
- Enhance wildlife viewing opportunities, particularly for observing migratory birds in the harbour

- Provide safe and accessible walkways, seating and viewing platforms
- Maintaining the breakwall as an inaccessible area, to allow it to function as a safe roosting location for migratory birds

Eight primary initiatives should be implemented:

- 1.1 Pedestrian walkway along headland
- 1.2 Beach and headland naturalization
- 1.3 Signage, wayfinding and interpretation
- 1.4 Pathway fingers
- 1.5 Ecology garden pathways
- 1.6 Viewing area at breakwall
- 1.7 West boardwalk lighting
- 1.8 Former School Track and Field

The following provides further details on each initiative:

1.1 Pedestrian walkway on headland *Waterfront Goals: 2, 3, 7, 9*

- Minimum 3 metre wide compacted stone dust walkway
- Alignment to meander slightly to sensitively integrate pathway into landscape
- Seating nodes at key locations providing views of harbour and Lake Ontario
- Connection from boardwalk and marina parking lot to proposed viewing



Figure 6.2: West Beach and Headland Existing Conditions



Figure 6.3: West Beach and Headland Conceptual Rendering

platform at breakwall (#1.6)

- Connection to beach, west of boat launch

1.2 Beach and headland naturalization

Waterfront Goals: 9, 10

- Cleanup headland to remove concrete debris and miscellaneous waste
- Plant nurse crop followed by meadow grassland plantings on either side of proposed walkway (#1.1)
- Work to be designed and implemented in consultation with Willowbeach Field Naturalists and Ecology Garden
- New shrub and tree planting to be minimal to preserve views to water
- Ongoing tree and shrub pruning required to preserve views

1.3 Signage, wayfinding and interpretation

Waterfront Goal: 3

- Enhance existing interpretive signage and wayfinding signage required to integrate headland with boardwalk and beach
- Work with Willowbeach Field Naturalists and Ecology Garden to develop interpretive themes. Recommend developing a series of signage pertaining to migratory birds and unique waterfowl that frequent Cobourg's waterfront

1.4 Pathway fingers

Waterfront Goals: 2, 3, 7, 9

- Provide new pathway fingers to extend access from existing boardwalk south, closer to water
- Install a toe rail on both sides of the existing and proposed boardwalks to improve accessibility and safety by providing a low curb to keep wheelchairs and strollers on the elevated walkway
- Provide seating opportunities at end of fingers for improved proximity to water

1.5 Ecology garden pathways

Waterfront Goals: 2, 3, 7, 9

- Work with Ecology Garden to expand pathways south of boardwalk and west of Hibernia Street
- Design pathways to avoid encouraging short cutting by walkers

1.6 Viewing area at breakwall

Waterfront Goals: 1, 2, 3, 7, 9, 11

- Viewing area at south end of headland at breakwall
- Designed to be slightly elevated to provide 360° view of harbour/Town and Lake Ontario
- Construct from natural materials (armourstone and granular paving) to sensitively integrate into headland aesthetic

- Integrated seating
- Design to allow for multi-season use
- Revenue generation opportunity for location to be used for weddings and photography to help leverage a sector that has considerable economic opportunities

1.7 West boardwalk lighting

Waterfront Goals: 2, 3

- Add pedestrian lighting to west boardwalk
- Integrate lighting which is dark sky and sensitive to wildlife

1.8 Former School Track and Field

Waterfront Goals: 9, 12

- Remove fencing and integrate property with west beach
- Provide pathway connection across south end of property
- Engage school board and community in process specific to future use of site to reintegrate into the larger community

Other Considerations

Design, implementation and management of the west beach and headland area should be in keeping with a naturalized aesthetic. Key considerations include:

- Discontinue event parking and vehicular access west of Hibernia
- Discontinue dumping and alteration of soils and plants on headland
- Ensure maintenance and management protocols are conducive to encouraging a healthy ecosystem, including respecting requirements of wildlife (i.e. nesting and roosting locations)
- Treat the headland, west beach and breakwater as inter-related parts of the habitat for waterfowl
- Coordinate dredging operations to allow for some shallow pockets to remain for waterfowl (#2.1)

Revenue Generating Potential

The viewing area at the breakwall (#1.6) could provide a venue for weddings and photography. The design of the headland's pathways, landscape, and seating, should consider this opportunity.



Figure 6.4: Existing Conditions of the West Beach and Headland



Figure 6.5: Precedent Image of the West Beach and Headland

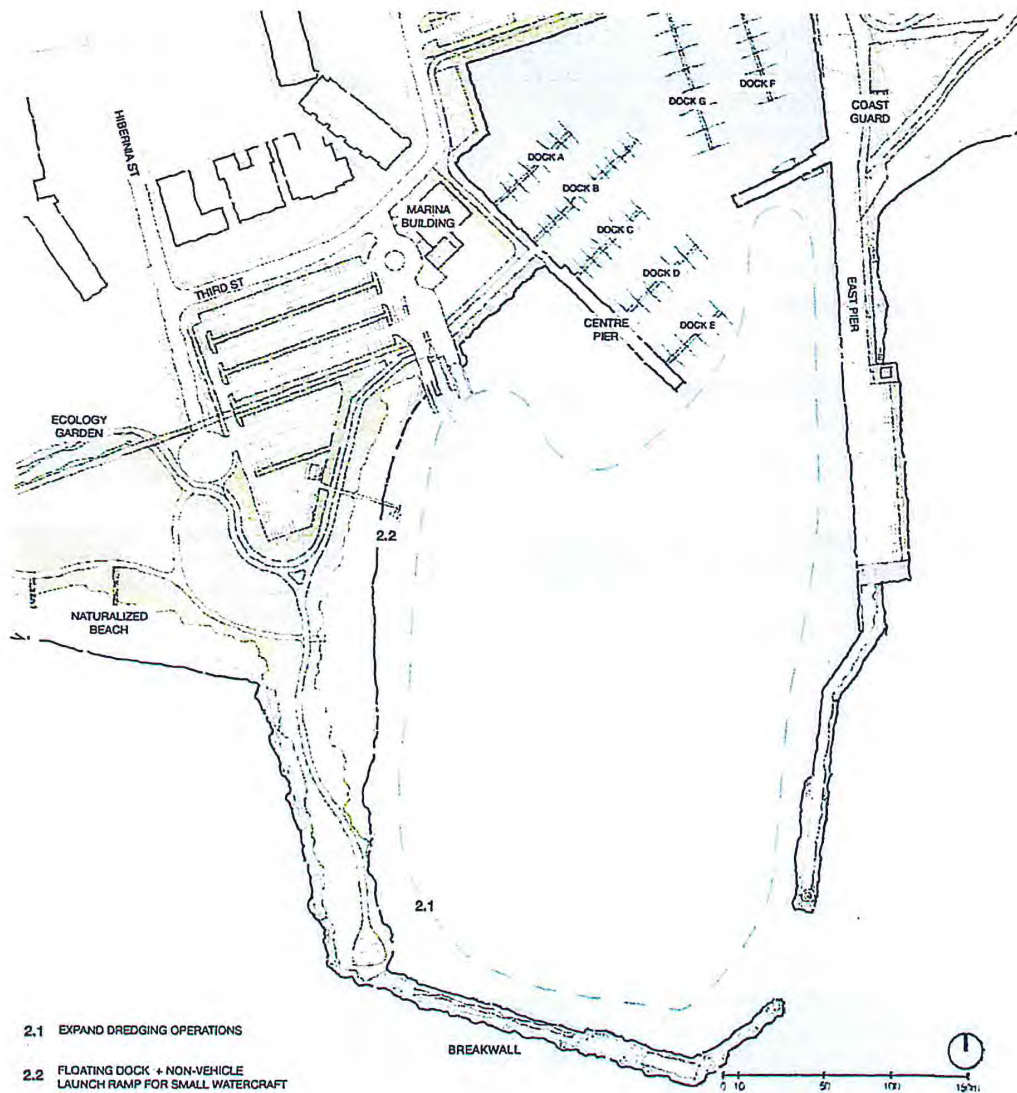


Figure 6.7: Harbour Conceptual Rendering Plan

2.0 Harbour

Cobourg's harbour is an important passive and active recreation amenity for a number of different groups including:

- Marina users
- Coast Guard
- Dragon boaters, canoers, and kayakers
- Dinghy sailing
- Standup paddle boarders (SUP)
- Birders/wildlife viewing
- Swimmers

Within these groups are individuals of all ages and abilities - beginners to experienced, and disabled to able-bodied boaters. The harbour is used by numerous user groups, including: learn to sail and paddling programs, competitive training, anchoring, commercial/government/naval, boat launching, racing and additional recreational uses.

Siltation of the harbour is an ongoing challenge. While regular dredging occurs, expanding the scope of dredging operations would provide more space for users, particularly along the western edge of the harbour.

A number of key considerations for the harbour have been identified, including:

- Allow for safe shared use by all users
- Provide direct and safe access to water from storage compound for non-motorized watercraft (e.g., dinghies, canoes, kayaks and SUPs)

- Support ongoing maintenance of harbour to ensure long-term viability of the space for all types of water-based activities

Two initiatives have been identified:

- 2.1 Expand dredging operations
- 2.2 Floating dock and non-vehicle launch ramp for small watercraft

During the consultation process a third initiative described as "formalized paddling course (small buoys and signage) for shared use of the harbour" was proposed. However, feedback received during the consultation process was not positive regarding this proposal. It was subsequently determined by the paddling community that this initiative is not warranted since there are no conflicts between the different user groups and, therefore, it is not included in the final recommendations.

The following provides further details on each initiative:

2.1 Expand dredging operation

Waterfront Goal: 10

- Siltation is an ongoing challenge in the harbor. Silt is currently restricting use / preventing full use of harbour
- Expanding dredging operations will provide more space for non-motorized watercraft and reduce potential conflicts between users by providing more space
- Some shallow areas should still be protected for waterfowl



Figure 6.8: Current Marina Operating Area

- Dredging equipment should be stored in a more discrete location to avoid obstructing and cluttering views to the harbour/waterfront

2.2 Floating dock and non-vehicle launch ramp for small watercraft

Waterfront Goals: 7, 9, 10

- Provide designated dock and launch ramp for smaller, non-motorized craft
- Dock and launch should include a location for universal access
- Provide pathway connection between new launch ramp and storage compound for a safe, accessible route that is separated from the parking lot

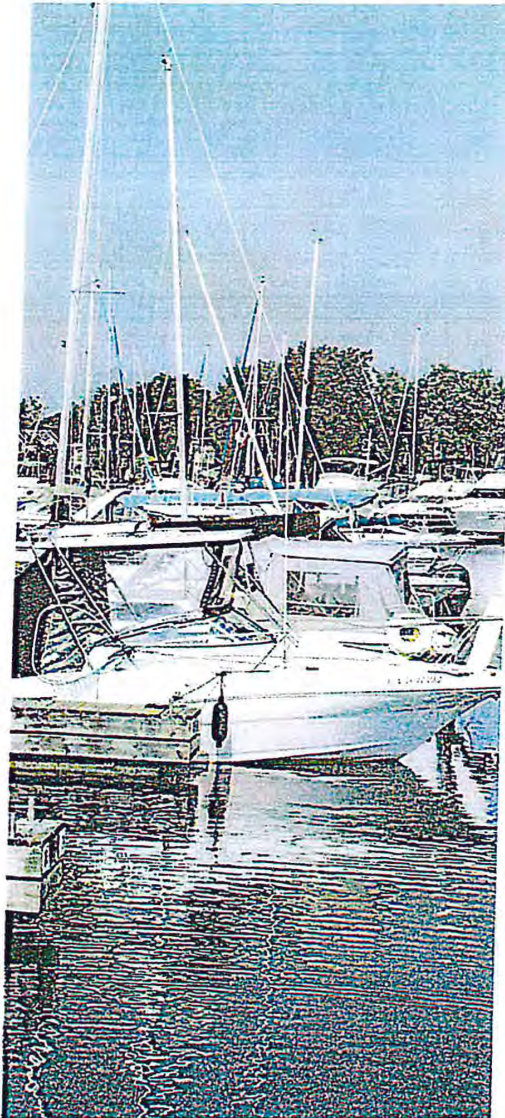
Other Considerations

The paddling community actively voiced their concerns throughout the consultation process regarding the space needed to train in the Harbour. While adding slips to the marina (refer to initiative 3.10) would consume a fraction of the space that is sometimes used for paddling, it is only a small percentage of the overall space available.

It is important to note that the west side of the Centre Pier is an important part of the Marina's Operation Area. The area is regularly used for mooring and anchoring boats during peak periods and is a busy area for boats using the launch.

While an ideal course length for training is over 500 metres to match a competitive dragon boat race course length, the Harbour is already currently undersized at approximately 400 to 480 metres, depending on the alignment. Other forms of paddling face similar challenges. As the harbour is for all users sharing of the space and resources is needed.

Allowing for paddling sports is an important part of the plan, but the operational requirements of the marina, including access to the boat launch and west side of the centre pier need to be considered. The plan on the facing page illustrates how marina operations on the west side of the Centre Pier in no way prevent paddling sports from utilizing the harbour for both current and future uses.

*Figure 6.9: Marina*

Revenue Generating Potential

Groups that currently use the harbour for summer camps or training do so at no cost. While charging to use the harbour is not generally supported by those groups most likely affected, however, like with most of the Town's recreational programs, services and facilities they should involve user fees to address costs. These costs are expected to increase as this plan is implemented. Moreover, the current situation in which some users pay for access to some harbour-related services, and others do not pay, is inequitable. While the proportionate distribution of fees may vary widely, all users should pay something towards the provision of public facilities they use. Alternately, if certain groups are deemed deserving of a 100% public subsidy, this should be determined as part of criteria-driven policy. Any such policy would be based on determining the costs that should be born by users, and developing an approach to distributing these equitably among the various individuals and groups that use the harbour.

It is our understanding that the Town does not have a comprehensive user fees policy for municipal services. Ideally, fees for use of the harbour and associated amenities should become part of a broader municipal policy over the long-term. In fact, such a policy for the harbour might provide the model for a Town-wide approach to user fees.

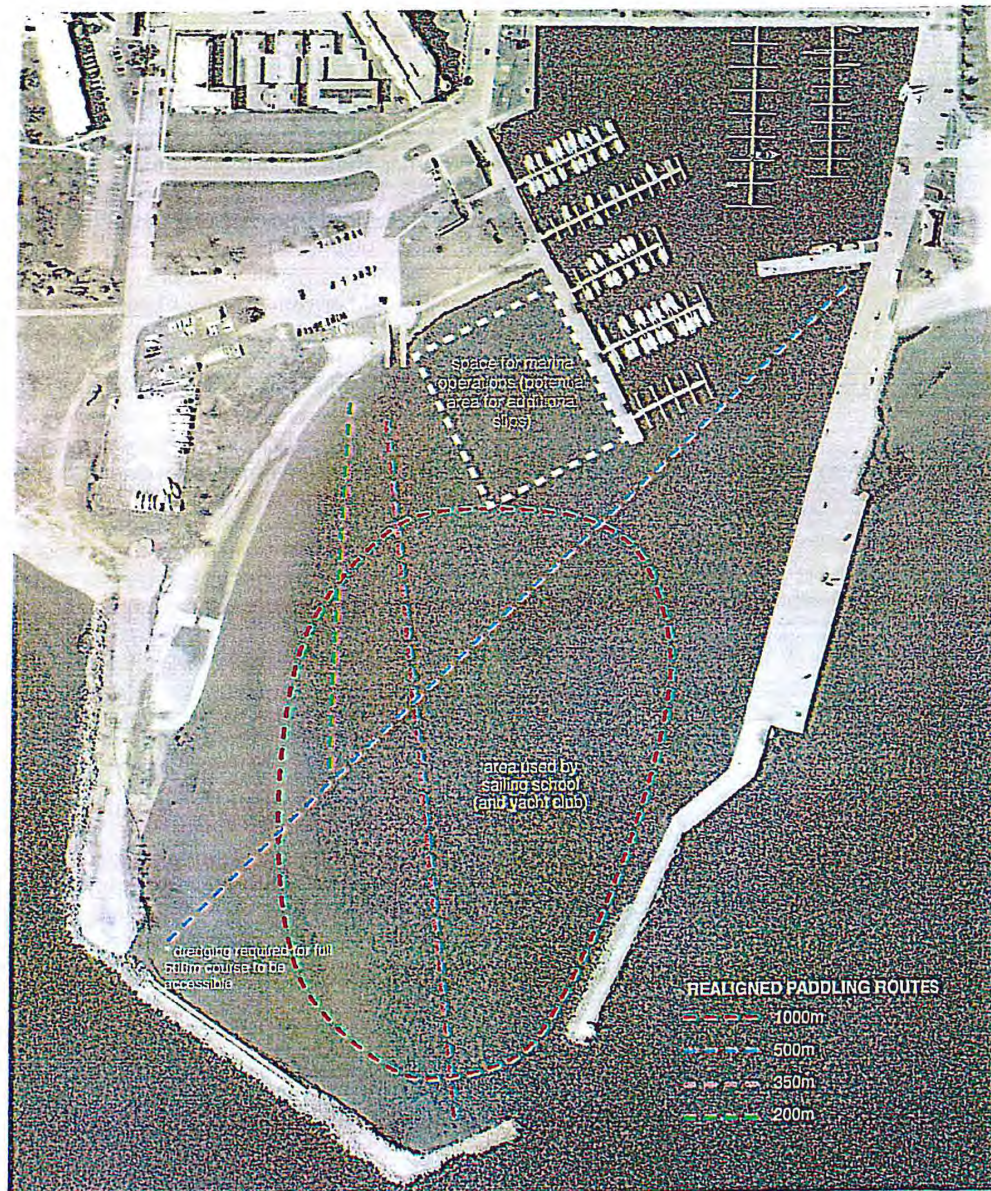


Figure 6.10: Realigned Paddling Courses



Figure 6.11: Marina Conceptual Rendering Plan

3.0 Marina

The marina is a defining component of Cobourg's Waterfront. It has 218 boat slips, a single lane boat launch ramp, a fuel dock and a sanitary pumpout station. The central pier provides docking on the west side with space for anchoring of boats as well. The 4500 square foot Administration Building supports all aspects of the harbour, including harbour, marina, campground and dredge. The building contains office, washrooms and shower facilities. Boat storage is located in a secure 1.12 acre compound at the south end of Hibernia Street and can accommodate 65 to 70 boats.

The marina is strategically located for both tourism and utilitarian purposes. Tourism benefits from short and long stays by visitors who take advantage of the Marina's proximity to the downtown core and its services. From a utilitarian perspective, it provides the only harbour of safe refuge between Whitby and Presquile Bay, a distance of 60 nautical miles, and was selected to support a permanent coast guard station.

The Cobourg Yacht Club (CYC) uses the marina and is stationed out of a two-level building occupying 1400 square feet. In the past, the CYC has provided boat lift in/lift out service for its members as well as for other marina users. However, due to safety and operational challenges associated with using cranes and volunteers to undertake this work, the CYC will discontinue this service in 2018.

In 2016 the marina generated in excess of \$676,000 in revenues and paid more than \$563,000 in expenditures. The expenditures

included harbour maintenance costs that were not related to marina operations. The majority of these expenditures are paid to local individuals and businesses. This means the marina generated more than \$45,000, which were deposited into a marina reserve fund. These funds are used to fund capital expenses relating to the marina as well as the harbour.

Through revenue collected from marina users, the marina pays for the operation and maintenance of the entire harbour. This includes the cost of dredging the harbour, as well as ongoing maintenance and repair of the harbour's facilities and infrastructure including - but not limited to - the centre and east pier, boat slips, boat launch, boat storage compound, fuel dock and Waterfront Administration Building.

The 218 slips comprise 149 seasonal and 69 transient spaces. Seasonal slips are rented on an annual basis to those who use the marina as their base, and transient slips are available for short-term, visiting boaters. The Town keeps a waiting list of those interested in seasonal rental.

The development of a full service and self-sustaining municipal marina was strongly supported by the community. The goal is to better accommodate non-marina uses in the harbour while maintaining the same level of marina service, streamlining its operations, and enhancing revenue potential.

Some of the key challenges facing the marina that need to be addressed include:

- Ability to safely lift boats in and out of the water

- Boat storage (configuration, efficiency, locations, and capacity)
- Infrastructure and equipment approaching the end of its life cycle
- Parking and access to marina by marina users
- Revenue generation

To ensure the marina can continue providing its current level of service, ten key initiatives have been identified:

- 3.1 Align percentage of transient boat slips with demand
- 3.2 Centre pier improvements
- 3.3 Off-site boat storage (implemented Fall 2017)
- 3.4 Boat storage reconfiguration
- 3.5 Loading/unloading zone for marina users
- 3.6 Boat Lift In/Lift Out
- 3.7 Multi-use community waterfront building
- 3.8 Security enhancements
- 3.9 Public small craft boat storage compound
- 3.10 Additional seasonal boat slips
- 3.11 Replacement of Docks C, D, E and F

The following provides further details on each initiative:

3.1 Align percentage of transient boat slips with demand

Waterfront Goals: 10, 11, 12

- Community expressed a desire to provide additional slips for seasonal users to reduce the wait list and improve access to local residents.
- Conversion of slips from transient to seasonal should only be undertaken if transient demand reduces.
- Town should continue to closely monitor interest in seasonal boat slips and the use of slips by transient boaters to maximize revenue potential
- Implement initiative in conjunction with initiative #3.10: Additional seasonal boat slips to address long-term demand by seasonal boaters

3.2 Centre pier improvements

Waterfront Goal: 11

- Pier is in poor condition and in need of repairs and upgrading to provide safe access for all waterfront users
- Reconfigure pier to provide safe and secure docking for various types of watercraft
- Upgrade water and electrical servicing (#3.10)
- Upgrades should include provision for a future accessible dock as part of providing additional slips should this proceed (Refer to report prepared by Shoreplan 2015 for more detailed information)

3.3 Off-site boat storage (implemented in Fall 2017)

Waterfront Goal: 11

- Use the former Public Works Yard located at 390 King St. West
- Capacity for approximately 45 to 50 boats (under 30ft in length)
- Provides additional winter boat storage capacity

3.4 Boat storage reconfiguration

Waterfront Goals: 3, 7, 11

- Reconfigure boat storage to improve efficiency and pedestrian circulation around the south end of the boat storage compound between west beach and marina
- Design compound to accommodate designated vehicular parking for marina users during boating season while providing some space for boat storage for boats unable to launch during the season
- Provide storage space for a fee for clubs and organizations such as the Cobourg Dragon Boat and Canoe Club
- Provide visual buffer of storage from waterfront residences

3.5 Loading/unloading zone for marina users

Waterfront Goal: 10

- Designate convenient location for marina users pickup and drop off
- Provide designated marina user parking in close proximity to this area

3.6 Boat Lift In/Lift Out

Waterfront Goals: 10, 11

- Provide a safe and permanent lifting well/haul out slip to accommodate a travel lift, adjacent to existing boat launch
- Purchase a hydraulic trailer to transport boats to the winter storage area to improve efficiency of on-site storage space and remove boats from land-based waterviews.
- Provide space in boat storage compound to park travel lift when not in use, to reduce visual obstruction of harbour during off season.
- Consider constructing a groin/shoreline revetment in conjunction with lifting well to help minimize siltation of slip from sand (refer to Shoreplan 2015).

3.7 Multi-use community waterfront building

- Consolidate CYC building and marina building into a single waterfront facility to house waterfront operations, CYC, dragon boaters, canoe and

kayak club and provide space for each organization, as well as public amenities including washrooms, restaurant, meeting/gathering spaces

- Design space to accommodate hall rental with kitchen facilities (weddings, celebrations, etc.) as well as public food and beverage
- Design building as iconic landmark for Cobourg and site to capitalize on waterfront location and views/vistas
- Design building to minimize obstruction of views from adjacent condominiums

3.8 Security enhancements

Waterfront Goal: 11

- Provide locked gates at end of docks to help prevent unauthorized access to boats
- Central pier to remain and be designed and further enhanced as a publicly accessible waterfront amenity/space

3.9 Public small craft boat storage compound

Waterfront Goals: 10, 11

- Secured storage for small crafts (canoes, kayaks and dinghies)
- Marina to charge fees for rental of space for storage, offices, training, etc. as a revenue generator
- Provide connection between new compound and small craft floating dock (#2.2)

3.10 Additional seasonal boat slips

Waterfront Goals: 11, 12

- Provide additional slips to increase revenue and address demand for seasonal slips
- Prioritize adding slips through efficiencies in dock configuration
Undertake in conjunction with initiative 3.11 Replacement of Docks C, D, E and F)
- Space available for approximately 60 to 100 slips. Refer to report by Touristix in Appendix I for further details
- Phased approach to address cost and ensure capacity meets future market demand

3.11 Replacement of Docks C, D, E and F

Waterfront Goals: 11, 12

- Repair or replacement of docks needs to be planned for as part of ongoing maintenance and upkeep
- Look at full range of options and implement as part of a phased strategy
- For further details refer to Appendix I: Business Case for Cobourg Harbour and Marina

Other Considerations

The following information needs to be considered as part of the proposed recommendations/initiatives:

Boat Lift In/Lift Out Services and Boat Storage

Providing lift-in/lift out capabilities is viewed as a critical component of the marina's ability to remain a sustainable operation. A full service, marina must offer lift-in/lift out services as well as boat storage. With the CYC no longer offering this service, the Town must take on the responsibility and role.

A travel lift would allow boaters flexibility in boat haulage at any time of year, and is safer and less expensive than using rented cranes/manpower or volunteers. A lack of lift-in/lift-out capabilities and related boat storage would result in a significant reduction in seasonal slip rentals and, therefore, a loss in revenue. This revenue gap would have to be covered by additional tax dollars to fund the upkeep and repair of the marina's facilities as well as dredging and ongoing maintenance of the east pier. Unless other revenue streams were implemented to make up the difference, it would lead to less services and amenities for other waterfront users.

Consolidation of User Facilities and Operations

Currently the marina is primarily the responsibility of the Town, while some facilities/programs are operated by the Cobourg Yacht Club (CYC) including the clubhouse, learn to sail programs, and lift in/lift out services (to be discontinued in 2018). However, the ability of the CYC to continue to provide its current level of service to members and the wider community is questionable given the size of its membership, its reliance on volunteers, and an aging membership. The costs associated with aging infrastructure and required clubhouse and associated facility upgrades need to be considered in preparing a plan for the marina that is sustainable over the long-term.

To help accommodate boaters and other harbour users (non boaters) a framework based on partnerships and sharing of resources and amenities is required. The central piece of this initiative should be the multi-use community waterfront building (#3.7) that can support harbour-specific users and events, as well as community-wide events. Community partners would include the CYC, Cobourg Dragon Boat and Canoe Club, Survivor Thrivers, and other organizations interested in regularly using the facility for their activities (meetings, training, operations, social events, fundraisers, summer camps, etc.). The facility would also be available for public rentals (e.g., special events, weddings, workshops, meetings, etc.) and general public access to waterfront amenities (restaurant and washrooms, change room facilities).

It is recommended that the Town take a leadership role in the development and operation of a waterfront facility, and partner

with groups such as the CYC and Cobourg Dragon Boat and Canoe Club.

For further details on a number of the above recommendations, please refer to the report prepared by Shoreplan for the Town of Cobourg in 2015, and the Business Case for Cobourg Harbour and Marina prepared by Touristics (the latter is provided in Appendix I).

Revenue Generating Potential

The marina represents significant unrealized potential for revenue generation for the Town. Despite the fact that it supports the cost of maintaining the entire harbour area, including dredging, East Pier repairs and dock maintenance, it currently makes a modest profit and has the potential to increase revenue through a variety of methods including but not limited to:

- Introducing user group fees
- Increasing/introducing storage fees for all types of watercraft
- Charging separately for utilities consumption, as appropriate
- Increasing dockage fees, to cover all cost associated with services used
- Adding seasonal additional slips (#3.10)
- Raising rates for transient slips
- Increasing markup on gas and other items sold at marina
- Multi-use community waterfront building rentals

Appendix G

STAFF REPORT – November 21, 2019

TO: Chair and Members of the Board of Directors

RE: Response to a Natural Waterfront Park for Cobourg

Background: A Natural Heritage Waterfront Park

At the September 19, 2019 Ganaraska Region Conservation Authority (GRCA) Board of Directors meeting, Richard Pope, accompanied by Margaret Bain, made a presentation to inform the Board of a proposal that has since been presented to the Town of Cobourg Council to create a Natural Heritage Waterfront Park. The presenters' intention was to inform the GRCA of the initiative and to have the GRCA Board endorse the proposal. GRCA staff were requested to report back to the Board at a future meeting.

The purpose of the Natural Heritage Waterfront Park, as presented to the GRCA Board is to create a park giving the following areas permanent protection:

- The West Harbour;
- The West Headland;
- The Ecology Garden;
- West Beach

Site Characteristics

The subject lands contain the following features:

- Floodplain associated with Lake Ontario;
- Dynamic Beach (West Beach);
- Lake Ontario Erosion Hazard;
- Coastal Wetland (small area identified by GRCA staff between the harbour and the boat storage areas).

GRCA Planning & Regulatory Role

GRCA has a delegated 'Provincial Interest' in Plan Review (as per Conservation Ontario/Ministry of Natural Resources/Ministry of Municipal Affairs and Housing Memorandum of Understanding). The Authority represents the provincial interests regarding natural hazards encompassed by Section 3.1 of the Provincial Policy Statement (2014). Furthermore, pursuant to the Planning Act, GRCA is a public commenting body and comments as per policies as a local resource management agency on Planning Act applications.

GRCA is a Regulatory Authority and may restrict, regulate or give permission for certain activities in and adjacent to shorelines. The above noted features fall within GRCA's Regulated Area. On this basis, a permit would be required for

development within these features, or within the setback allowance (15m). Depending on the nature of the site characteristic, GRCA staff may or may not be in a position to support development proposed within the feature or within close proximity to the feature.

GRCA supports the protection of the features and recommends that they are protected over the long term through land acquisition by the Municipality or through the inclusion into Official Plans or comprehensive zoning.

Discussion

GRCA staff supports the protection of all hazard lands. It appears that the majority of these lands are already owned by the Municipality and are entirely regulated by the Authority. The area included within the proposed park is specifically discussed as follows:

The West Harbour

This area encompasses the Centre Pier west to the west lighthouse on the west headland. The Advisory Committee on Natural Spaces of the Willow Beach Field Naturalists states the West Harbour comprises "the water west of the Centre Pier Area and a line connecting the Centre Pier to the west Lighthouse, and the shore west the north end of the Centre Pier" and further that they may wish to "exclude the strip in front of the Yacht Club between the Centre Pier and the boat launch". Based on the description the area that will comprise this portion of the park needs to be clarified. It appears that water of the harbour is included within the park boundary.

GRCA notes that the landward portion of these lands are owned by the Town of Cobourg.

The lands in this location fall within the Floodplain associated with Lake Ontario. Additionally, there is a small coastal wetland that has been identified by GRCA staff in this area.

The water of the West Harbour is under the jurisdiction of the Federal Government and is governed by Parliamentary Statute and Transport Canada under the Navigation Protection Act.

The proponent has indicated that future marina expansion into the area would be prevented as part of the proposed park. Notwithstanding, the proponent has indicated that dredging, the construction of a disabled access dock, or a boatlift could be located in this area. The details of what would be considered as viable proposals within this area supported are unclear. Furthermore, if the purpose of this park is to be a "natural waterfront park" the suggestion of allowing certain development while opposing other development appears to be more for the purpose of marina expansion prevention rather than the creation of a natural park.

As the water of the harbour is under Federal jurisdiction is it unclear what implications the proposed park would have on the marina in this regard.

The area is currently identified as the Cobourg Harbour. GRCA recognizes that certain activities beyond that of a normal shoreline occur within this area. Furthermore, harbours are generally considered locations to direct boats for storage purposes for landowners.

Also, the location indicates a line connecting the Centre Pier to the west lighthouse. This seems to indicate the inclusion of lake bed, which as mentioned, is under the jurisdiction of the Federal Government.

The West Headland

This area is owned by the Town of Cobourg, but it is understood that rules pertaining to these lands still fall, in part, under Federal jurisdiction. This is an artificially created area.

These lands are within GRCA's Regulated Area. It is noted that to maintain the headland, erosion protection measures may need to be installed. Although it appears that erosion protection is currently in place, it is unclear if the park would allow for the implementation of further protection.

The Ecology Garden

It is understood this area is owned in part by the Legion Village and the Town of Cobourg. The lands do fall within a GRCA Regulated Area, but appear to be outside any natural hazards. Appropriate consultation with the administrators of the Ecology Garden should be sought.

West Beach

A large portion of the lands are owned by the Town of Cobourg with exceptions including the private residences at 77 Cedermere Avenue, 76 Cedermere Avenue, 90 Ontario Street and 94 Ontario Street. There is a track that is part of the Kawartha Pineridge District School Board property and includes a portion of the existing boardwalk with land that extends toward the lake. The west beach includes the floodplain associated with Lake Ontario, an erosion hazard component and the area is considered a dynamic beach.

GRCA does not support development within dynamic beaches. Notwithstanding, GRCA would be supportive of all hazard lands being absorbed into public ownership. GRCA staff are not aware of the intention of the school board with respect to these lands. Furthermore, it is not specified as to where the boundary of the park would be located.

Town of Cobourg

Much of the property falls within the Town of Cobourg owned property at this time. At this time, GRCA staff are not in receipt of information provided by the Town of Cobourg staff proposing a park. In general, for a park to be created, GRCA staff would be circulated a submission for review and comment. GRCA staff are not in receipt of a submission at this time by Municipal staff. GRCA does not have any information that would indicate this proposal is in keeping with the policies, guidelines or procedures of the Town of Cobourg.

Summary

The proposal contains all of the above noted locations and therefore consideration must be given to the entirety of the project as a whole.

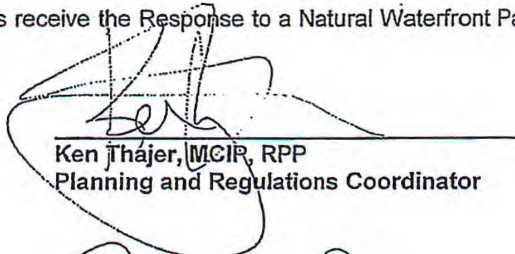
GRCA staff do not have enough information to recommend the endorsement of the proposed park. GRCA staff have concerns with jurisdiction, re-purposing of the marina, and a lack of clarity with respect to what uses could be supported within the park. While the GRCA is supportive of the area becoming park lands to protect the natural heritage value of the park, staff would recommend further discussions to bring clarity to the above concerns.

On this basis, GRCA staff do not recommend the endorsement of the proposal in its current form.

RECOMMENDATION:

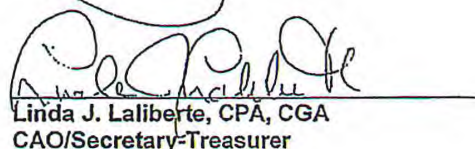
THAT the Board of Directors receive the Response to a Natural Waterfront Park for Cobourg for information.

Prepared by:



Ken Thajer, MCIP, RPP
Planning and Regulations Coordinator

Recommended by:



Linda J. Laliberte, CPA, CGA
CAO/Secretary-Treasurer