	THE CORPORATION OF THE TOWN OF COBOURG
	COMMITTEE OF THE WHOLE AGENDA
	Monday, September 23, 2019 at 7:00 P.M. Council Chambers, Victoria Hall, Cobourg

A Committee of the Whole meeting of the Cobourg Municipal Council will be held on September 23, 2019 at 7:00 P.M. in the Council Chambers, Victoria Hall, Cobourg.

I CALL TO ORDER

II AGENDA ADDITIONS

1. Shanna Reid and Patrick D'Almada, Lifesaving Society, regarding the Aquatic Safety Audit Report on the Town of Cobourg Harbour;
2. Ken Strauss, Cobourg Tax Payers Association (CTA), regarding the presentation of alternatives to the proposed changes to the terms of the existing promissory note between the Town of Cobourg and Lakefront Utilities Inc. (LUI);
3. Jeremy Fowlie, Cobourg Dragon Boat and Canoe Club, regarding the Aquatic Safety Audit Report for the Town of Cobourg Harbour;
4. Memo from the Municipal Clerk/Manager of Legislative Services, regarding the Sale of Municipal owned property to Habitat for Humanity Northumberland - 600 Daintry Crescent, Cobourg;
5. Response to a Public Meeting held on September 23, 2019 regarding a proposed Draft Plan of Subdivision for the parcel of land known municipally as 425 and 425A King Street East;
6. Memo from the Secretary of the Accessibility Advisory Committee, regarding the Sidewalk Priority Plan;
7. Memo from the Secretary of the Accessibility Advisory Committee, regarding the pedestrian signal upgrade at the Burnham Street, William Street and Elgin Street West intersection; and
8. Closed Session Item in accordance with Section 239(2)(i) of the *Municipal Act, 2001*.

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

III DISCLOSURE OF PECUNIARY INTEREST

IV PRESENTATIONS

V DELEGATIONS

1. Shanna Reid and Patrick D'Almada, Lifesaving Society, regarding the Aquatic Safety Audit Report on the Town of Cobourg Harbour. 10 - 20
2. Ken Strauss, Cobourg Tax Payers Association (CTA), regarding the presentation of alternatives to the proposed changes to the terms of the existing promissory note between the Town of Cobourg and Lakefront Utilities Inc. (LUI). 21 - 35
3. Jeremy Fowlie, Cobourg Dragon Boat and Canoe Club, regarding the Aquatic Safety Audit Report for the Town of Cobourg Harbour. 36 - 52

VI DELEGATION ACTIONS

VII GENERAL GOVERNMENT SERVICES

Chair, Deputy Mayor Séguin - General Government Services Coordinator

1. Memo from the Interim Chief Administrative Officer/Treasurer, regarding the West Northumberland Curling Club (WNCC) Lease Agreement of the Jack Heenan Arena. 53 - 70

Action Recommended: THAT Council receive the Report from the Interim Chief Administrative Officer/Treasurer for information purposes; and

FURTHER THAT Council authorize and endorse the preparation of a by-law to be presented to Council for adoption at a Regular Council meeting to authorize the Mayor and Municipal Clerk to execute a lease agreement with the West Northumberland Curling Club for exclusive use of the Heenan Arena.

2. Memo from the Interim Chief Administrative Officer/Treasurer, regarding an Amendment to the 2006 Promissory Note LUI - Town of Cobourg. 71 - 76

Action Recommended: THAT effective January 1, 2020, the terms of the promissory note in the amount of \$7,000,000 be amended as follows:

1. The interest rate be adjusted from 7.25% to 3.72% per annum and this rate remain fixed until each approved Cost of Service (COS) rate application, at which time it will be adjusted to the Ontario Energy Board's (OEB) approved long-term interest rate for affiliate debt.
2. In addition to the required interest payments, annual principal payments may be made at the discretion of the Lakefront Utilities Inc. Board of Directors after retaining sufficient funding to support their infrastructure requirements.

3. Memo from the Interim Chief Administrative Officer/Treasurer, regarding the renewal of the Town of Cobourg's Comprehensive Insurance Program **(Removed, to be brought forward October 30, 2019).**
4. Memo from the Chief Administrative Officer, regarding the 2019-2022 Municipal Council Strategic Plan Work Plan (Referred from the August 12, 2019 Meeting). 77 - 96

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

FURTHER THAT Council accept the noted Work Plan as the appropriate tasks required to execute the 2019-2022 Strategic Plan and further that Council forward any of this list of projects requiring funding to the 2020-2022 budget deliberations; and

FURTHER THAT Council direct staff to report back progress of the work plan semi-annually in September and March of each year.

5. Memo from the Municipal Clerk/Manager of Legislative Services, regarding the Mandatory Policy on Council and Staff Relations. 97 - 106

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

FURTHER THAT Council authorize the preparation of a by-law to be endorsed and be presented to Council for adoption at a Regular Council Meeting to approve the new Policy entitled "Council and Staff Relations Policy - LEG-ADM23".

6. Memo from the Municipal Clerk/Manager of Legislative Services, regarding the Code of Conduct Policy for Members of Council and Local Boards for the Town of Cobourg. 107 - 141

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

FURTHER THAT Council authorize the preparation of a by-law to be endorsed and be presented to Council for adoption at a Regular Council Meeting to approve the "Code of Conduct for Members of Council and Local Boards LEG-ADM24.

7. Memo from the Small Business Facilitator, regarding the Cardinal Industrial Solutions Land Sale Lucas Point Business and Industrial Park, Cobourg. 142 - 145

Action Recommended: THAT Council authorizes an extension of the original agreement dated March 27, 2019, for an additional 180 days, for the purchase of 2-acres of industrial land and a right of first refusal for an additional 2-acres of land, in the Lucas Point Business & Industrial Park by 2682194 Ontario Inc. (Cardinal Industrial Solutions) for parcel located at Dodge Street fronting North and East of 180 Willmott Street, Cobourg; and

FURTHER THAT Council authorize and endorse the preparation of a by-law to be presented to Council for adoption at a Regular Council meeting to authorize the Mayor and Municipal Clerk to execute an Amending Sale Agreement with 2682194 Ontario Ltd (Cardinal Industrial Solutions) for the purchase of the sale of land in Lucas Point Business Industrial Park (Dodge Street, Cobourg).

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| 8. | Memo from the Small Business Facilitator, regarding the Loadstar Trailers Inc. Land Sale in Lucas Point Business and Industrial Park, Cobourg. | 146
149 | - |
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Action Recommended: THAT Council authorize an amending agreement between Loadstar Trailers Inc. for a total of 6.25 acres of light industrial land located in Lucas Point Business & Industrial Park (Dodge Street fronting East, Cobourg); and

FURTHER THAT Council authorize and endorse the preparation of a by-law to be presented to Council for adoption at a Regular Council meeting to authorize the Mayor and Municipal Clerk to execute an Amending Sale Agreement with Loadstar Trailers Inc. for the purchase of the sale of land in Lucas Point Business Industrial Park (Dodge Street, Cobourg).

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| 9. | Memo from the Human Resources Officer, regarding the Long Service Recognition Policy. | 150
158 | - |
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Action Recommended: THAT Council receive the Report for information purposes; and

FURTHER THAT Council approve the recommended changes to Police #HR-AP-A18 – Long Service Recognition Policy.

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| 10. | Memo from the Municipal Clerk/Manager of Legislative Services, regarding the Sale of Municipal owned property to Habitat for Humanity Northumberland - 600 Daintry Crescent, Cobourg. | 159
177 | - |
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Action Recommended: THAT Council approve acceptance of an offer received from Habitat for Humanity Northumberland for the purchase of approximately. 890 sq m (9,583 sq ft) in area, located on the east side of Daintry Crescent know municipally as 600 Daintry Crescent, in the Town of Cobourg. The parcel is located on east side of Daintry Crescent as depicted in the attached aerial map; and

FURTHER THAT Council authorize and endorse the preparation of a by-law to be presented to Council for adoption at a Regular Council meeting to authorize the Mayor and Municipal Clerk to execute a Purchase and Sale Agreement with Habitat for Humanity Northumberland for the sale of land known municipally as 600 Daintry Crescent, Cobourg.

VIII PLANNING AND DEVELOPMENT SERVICES

Chair, Councillor Beatty - Planning and Development Services Coordinator

- | | | | |
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| 1. | Correspondence from the County of Northumberland and Resolution from the County of Northumberland regarding Recommendations for Provincially Significant Employment Zones (PSEZs) (Referred from the September 9, 2019 Regular Council Meeting). | 178
191 | - |
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Action Recommended: THAT Council receive the County of Northumberland Staff Report on the recommendations for Provincially Significant Employment Zones (PSEZs) for information purposes and

FURTHER THAT Council support the Northumberland County Council Resolution as follows:

WHEREAS the Province is considering changes to the Growth Plan's provincially significant employment zones and has requested a council-endorsed letter confirming municipal positions for considering new provincially significant employment zones; and

WHEREAS County and municipal planning staff have coordinated and undertaken a preliminary review to determine potential areas for provincially significant employment zones in Northumberland;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the Town of Cobourg supports the recommendation from the County of Northumberland for the following four areas to be considered as provincially significant employment zones:

1. Future Major Employment Area (Port Hope)- bound by Highway 401 to the south, County Road 28/Ontario Street to the west, Dale Road to the north, and Hamilton Road to the east;
2. Wesleyville (Port Hope)- bound by Highway 401 to the north, Wesleyville Road to the east, Lake Ontario to the south and Stacey Road I Port Hope OnRoute to the west;
3. Alternative Major Employment Area (Cobourg/Hamilton) - bound by Burnham Street to the east, Highway 401 to the south, Birch Road to the west and Telephone Road to the north;

4. Cobourg/Hamilton Employment Lands ~ bound by County Road 2 to the north, Normar Road to the west and Lake Ontario to the south;

AND FURTHER BE IT RESOLVED THAT a copy Council's Resolution be sent to the Ontario Growth Secretariat at the Ministry of Municipal Affairs and Housing.

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| 2. | Memo from Planner 1 - Heritage, regarding the Downtown Cobourg Vitalization Community Improvement Plan: 2019 Intake. | 192
235 | - |
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Action Recommended: THAT Council authorize the disbursement of the following financial incentives under the programs of the Downtown Cobourg Community Improvement Plan (CIP) in the amount of \$110,000 in grants + \$5,000 in loan costs (for loans totaling \$71,942) for a total expenditure of \$115,000:

- 1 King Street East. (TVM Group): \$37,080 Residential Grant and Building Improvement Grant;
- 38 Covert Street (Lee): \$24,000 Residential Grant and Building Improvement Grant. \$25,000 Building Improvement Loan and a \$40,000 Residential Loan;
- 52 King Street West (Kest and York): \$12,340 Façade Improvement Grant and Building Improvement Grant;
- 5 King Street West (Bowman): \$8,655 Façade Improvement Grant and Building Improvement Grant;
- 23-29 King Street West (Copeman-Kessler): \$8,455 Façade Improvement Grant and Building Improvement Grant.
- 2 King Street West (Reidrev/Verdier): \$7,540 Study Grant and Building Improvement Grant;
- 77 Albert Street (Lee): \$6,255 Façade Improvement and Building Improvement Grant;
- 322 George Street (McLachlan): \$2,715 Façade Improvement Grant and \$6,942 Façade Improvement Loan;
- 112 Orange Street (Brown): \$890 Façade Improvement Grant;
- 275 George Street (Panaitescu): \$845 Façade Improvement Grant;
- 80 King Street West (Molen): \$775 Building Improvement Grant; and
- 6 King Street West (Reidrev/Verdier): \$450 Façade Improvement Grant.

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| 3. | Memo from the Senior Planner - Development and Notice of Hearing of the Committee of Adjustment for File No. B-16/19, B-17/19 and B-18/19, 717-725 Wilkins Gate, Lots 102-106, Plan 39M-901 (New Amherst Ltd.), and File No. A-06/19, 274 Tracey Road (Joe Militello). | 236
270 | - |
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Action Recommended: THAT Council receive the Notice of Hearings of the Committee of Adjustment for information purposes and endorse the comments of the Planning Department.

4. Response to a Public Meeting held on September 23, 2019 regarding a proposed Draft Plan of Subdivision for the parcel of land known municipally as 425 and 425A King Street East. (Mason Homes/RFA Planning Consultant Inc.).

Action Recommended: THAT Council endorse the comments of the Planning Department, acknowledge the Motion of support from the Planning and Development Advisory Committee and authorize the preparation of a By-law to be endorsed and be presented to Council for adoption at a Regular Council Meeting regarding the approval of a Draft Plan of Subdivision for the property known municipally as 425 and 425A King Street East which will create twenty-seven (27) new freehold townhouse lots within five (5) residential blocks on a 1.58 ha (3.90 ac) parcel.

OR

THAT Council refer the matter to Planning Staff for a Report.

IX PUBLIC WORKS SERVICES

Chair, Councillor Darling - Public Works Services Coordinator

1. Memo from the Director of Public Works, regarding the Sidewalk Priority Plan – 271 -
2019 Revision. 287

Action Recommended: THAT Council approve the revised 2019 Sidewalk Priority Plan as provided in the Report.

X PARKS AND RECREATION SERVICES

Chair, Councillor Chorley - Parks and Recreation Services Coordinator

1. Memo from the Deputy Director of Community Services Division, regarding the 288 -
Aquatic Safety Audit Report for the Town of Cobourg Harbour. 303

Action Recommended: THAT Council receive the Lifesaving Society's Audit of the Cobourg Harbour for information purposes; and

FURTHER THAT Council direct Staff to bring forward a report to Council detailing the proposed safety changes to address the recommendations of the Aquatic Safety Audit including the outline of all applicable costs associated with the report's recommendations.

XI PROTECTION SERVICES

Chair, Councillor Burchat - Protection Services Coordinator

1. Memo from the Secretary of the Accessibility Advisory Committee, regarding 304
the Sidewalk Priority Plan.

Action Recommended: THAT Council receive the Memo for information purposes.

2. Memo from the Secretary of the Accessibility Advisory Committee, regarding the pedestrian signal upgrade at the Burnham Street, William Street and Elgin Street West intersection. 305

Action Recommended: THAT Council receive the Memo for information purposes.

XII ARTS, CULTURE AND TOURISM SERVICES

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

1. Motion from the Secretary of the Sustainability and Climate Change Advisory Committee, regarding the adoption of a definition on Sustainability. 306

Action Recommended: THAT Council endorse the comments of the Sustainability and Climate Change Advisory Committee and receive the recommended definition of Sustainability from the Advisory Committee as information.

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.

Unfinished Business Item	Meeting Date	Department/Division	Deadline Date
Extension of the RFP for the position of the Municipal Ombudsman.	05-21-19	Legislative Services	Jul 4, 2019
Staff Report regarding Adult Fitness Park in Cobourg	06-12-19	Community Services	Oct 15, 2019
Staff Report Sustainability and Climate Change Advisory Committee, regarding a recommendation to support the Banning/Phasing out of Bottled Water in Municipal Facilities and Municipal Events.	06-24-19	Chief Administrative Officer	Sep 3, 2019
Terms of Reference regarding a social planning and/or Community Development Advisory Committee, regarding affordable housing.	01-28-19	Legislative Department	Sep 23, 2019
MOU to be provided to Council Re Cobourg Dragon Boat and Canoe Club	07-22-19	Community Services	Sep 23, 2019
Report reviewing the Town of Cobourg Public Comment and Complaint Policy.	05-13-19	Legislative Department	Sep 23, 2019
Business Plans and project justification for potential Provincial Audit and Accountability Fund projects	07-22-19	Various Departments	Sep 23, 2019

2019 – 2022 Strategic Report Work Plan Revisions	08-13-19	Various Departments	Sep 23, 2019
Update the Capital Sidewalk Extension Program Priority Guidelines to reflect actual walking/driving distances for Northwood Drive.	02-25-19	Public Works	Sep 30, 2019
Staff Report reviewing the impacts of the Traffic Study for Lower Division Street/Esplanade Area.	04-01-19	Public Works	Oct 15, 2019
Staff Report regarding the public engagement and recommended repairs/improvements for the East Pier and Victoria Park Campground	07-02-19	Community Services	Oct 15, 2019
Review of the Taxicab by-law, with the inclusion of ride sharing transportation such as Uber or Lyft, and with input by the public and taxicab owners and operators.	02-19-19	Legislative Department	Nov 25, 2019
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
Memo from John Ewart, Town of Cobourg Municipal Ombudsman, regarding a Town of Cobourg Ombudsman Complaint 1-2018.	11-26-18	Legislative Department	
Staff Report reviewing the impacts of the Traffic Study for Condo. Corp. #58- 148 Third Street.	04-01-19	Public Works	
Traditional Land Acknowledgment Statement to be read at Council Meeting	05-13-19	Legislative Department	

XIV COMMITTEE OF THE WHOLE OPEN FORUM

XV CLOSED SESSION

1. THAT Council meet in Closed Session in accordance with Section 239 of the *Municipal Act, 2001*, regarding:
 - s. 239(2)(i) A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization:
 1. Development/Partnership Proposal

XVI ADJOURNMENT

Executive Summary

Safety Audit – Town of Cobourg Harbor

A site tour was completed on September 19, 2018 and February 6, 2019. A review of existing documentation concerning the operation of the harbor, and Interviews of staff and harbor users, were completed to assess the overall safety of the harbor.

Process

The major user groups of the harbor were consulted for this audit. The evaluation included safety documents and interviews with the following groups:

- Dragon Boat and Canoe Club
- Survivor Thrivers
- Cobourg Yacht Club

Town of Cobourg's staff **Recommendations**

The Audit team highlighted safety recommendations and can be categorized in the following areas:

- Training
- Policy development and enforcement
- Equipment & Signage
- Communication

Risk/Opportunity

Safety is an ongoing process that will need to be monitored as items are implemented. Shared responsibility between the Town of Cobourg and user groups of the safe use of this space will be critical in implementing the 16 recommendations.

1. High Risk zones have been established in the boat launch ramp and marina zones. This will impact current user groups.
2. Policy development and enforcement of current policies will be essential for the safe use of this space.
3. Safety equipment inventory and control to include enhanced signage.
4. Training of staff on policy and procedures, emergency procedures and first aid will assist in the safe operations of the marina and harbor.

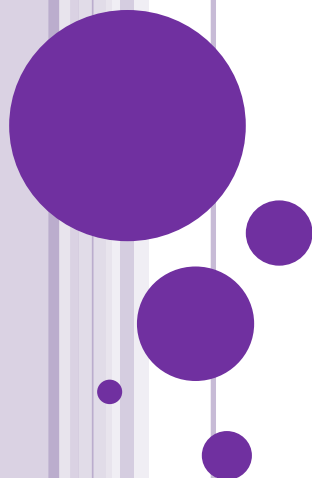
Conclusions

It is recommended that an implementation plan be developed, and that the Safety Audit Report be shared with user groups, to establish time frames and action items.



LIFESAVING SOCIETY®

The Lifeguarding Experts



AQUATIC SAFETY AUDIT REPORT

TOWN OF COBOURG HARBOUR

2019

PRESENTERS

- Shanna Reid – Chief Auditor
- Patrick D’Almada, MPA – Auditor

AUDITOR’S

- Michael Shane, Director of Management Services
- John Gullick, Manager, Government & Special Programmes, Canadian Power and Sail Squadron
- All Auditors have extensive experience in Aquatics, Harbour management and boat operations

PROCESS

- Two site tours were conducted
- Auditors reviewed existing documentation with respect to the operation of the harbor
- Auditors conducted Interviews with staff and harbour users to assess the overall safety of the harbour.

PROCESS

- The major user groups of the harbor were included in this audit. This evaluation included safety documents and interviews with the following stakeholders:
 - Dragon Boat and Canoe Club
 - Survivor Thrivers
 - Cobourg Yacht Club
 - Town of Cobourg's staff
 - 16 recommendations were made by the Audit Team
- Consider sharing report with stakeholders



RECOMMENDATIONS

Training Recommendations

- Marina staff should be trained & certified in Standard First Aid
- The Lifesaving Society Dragon Boat Safety Guidelines should be used as the minimum standard for events
- Marina staff should conduct stray electrical current testing



RECOMMENDATIONS

Policy development and enforcement

- No Swimming in the harbour
- Develop Harbour Emergency Procedures Manual
- Create and issue User Group agreements
- Implement Craft safety strategy
- User groups use of PFD's should be mandatory
- Create, issue and enforce Special events application
- Provide indoor & outdoor space for Camps



RECOMMENDATIONS

Equipment & Signage

- AED
- Use of safety boat
- Lifesaving stations
- Enhance signage in the harbour & marina
- Egress ladders in the harbour



RECOMMENDATIONS

Communication

- Educate & communicate to user groups



RISK AREA



QUESTIONS





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. CONTACT INFORMATION	
Name of Delegate(s): Ken Strauss	
Group/Organization/Business Delegation Represents (if applicable): Cobourg Taxpayers Association	
Phone: 	E-Mail:
2. MEETING SELECTION	
I wish to appear before: <input checked="" type="checkbox"/> Committee of the Whole <input type="checkbox"/> Regular Council <input type="checkbox"/> 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: 23 Sep 19	
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)	
Presentation of alternatives to the proposed changes to the terms of the existing promissory note between the Town of Cobourg and Lakefront Utilities (LUI).	

LEGISLATIVE SERVICES DEPARTMENT | VICTORIA HALL, 55 KING ST W, COBOURG, ON K9A 2M2
T.905.372.4301 | F.905.584.4325 | www.cobourg.ca | clerk@cobourg.ca

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)

It is recommended that Council hold a meeting of all stakeholders -- Lakefront Utilities, Cobourg Council and Cobourg residents -- in order to fully understand the merits of the request from Holdco, the staff recommendation and the proposed alternative.

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:

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.

I have read and understood the Delegation Rules and Guidelines attached to this Form and acknowledge that information contained on this Form, including any attachments, will become public documents and listed on the Town of Cobourg Meeting Agenda.

Ken Strauss

Print Full Name

Signature

2019/09/19

Date (YYYY/MM/DD)

Municipal Clerk or Designate

Personal information, as defined in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), is collected under the authority of the Municipal Act, 2001, and in accordance with MFIPPA. Personal information collected in relation to materials submitted for an agenda will be used to acknowledge receipt, however, please be aware that your name is subject to disclosure by way of publication of the agenda. All meetings are open to the public except where permitted to be closed to the public under legislative authority. Questions regarding the collection, use and disclosure of personal information contained in this Form may be directed to Brent Larmer, Municipal Clerk/Manager of Legislative Services at (905) 372-4301 extension 4401, or at blarmer@cobourg.ca.

LEGISLATIVE SERVICES DEPARTMENT | VICTORIA HALL, 55 KING ST W, COBOURG, ON K9A 2M2
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September 23, 2019
Committee of the Whole
Meeting



Making Local Government Accountable

LUI's promissory note
"Reviving The Dream"
Alternative Proposals

Background

- LUI created by Council in May 2000 from the Cobourg Public Utilities Commission (CPUC)
- In exchange for the CPUC's electrical distribution business, Cobourg received:
 - 9,999,999 common shares in Holdco (LUI's holding company)
 - \$7 Million promissory note bearing interest at 7.25%
- Township of Cramahe received one share and a seat on the Board for a total of 10,000,000 shares

Holdco's Expectation of LUI

“LUI will maintain a prudent financial structure to safeguard the Company's assets and to provide adequate returns to its shareholders and benefit to the stakeholders”

Source:

LUI's 2018 Financial Statements Note 22 Capital Disclosures

Stealth Tax

Interest paid by LUI to the Town 2002-2018	\$8,120,000
Dividends paid by Holdco to the Town 2002-2018	\$7,083,600
Total Stealth Tax 2002-2018	\$15,203,600
Plus additional unspecified “benefits”	\$4,000,000

STATED PURPOSE OF LUI PROPOSAL

- Says OEB requested that Promissory Note be reviewed with Town before next rate application (January 1, 2020)
- Improve external borrowing capacity
- Difference between OEB rate and 7.25% is not recoverable through electricity distribution rates and reduces LUI's profit

Sir Adam Beck's Dream

- Hydroelectricity advocate
- Founder of Hydro-Electric Power Commission of Ontario
- MPP (1902-1919)
- Chairman Ontario Hydro (1906-1925)
- Dream of supplying Ontario consumers with
Power at Cost
- His dream died with de-regulation of the electricity market in 2000

Debt/Equity Swap

- Swap debt (\$7 Million loan) for equivalent equity in LUI
- Issue Preferred Shares with annual dividend at a specified rate or at the discretion of LUI Board

Comparison of proposals

	Change Terms of Promissory Note		Convert Promissory Note to Equity	
	LUI Proposal	Town Proposal	Maximize Town Income	Revive Beck's Dream
Interest Rate	Reduce from 7.25% to floating initially 3.72%	Reduce from 7.25% to fixed 3.97%	No affiliate loan	No affiliate loan
Amortization period	Unknown due to floating rate with fixed payment	20 years	No affiliate loan	No affiliate loan
Annual total payment to Cobourg	<ul style="list-style-type: none"> \$507,500 Unspecified future interest payments 	<ul style="list-style-type: none"> \$507,696 Interest amount reducing to \$10,750 by 2039 	As determined by Holdco Board, possibly \$1M per year	None
Annual interest payment to Cobourg	\$232K in 2022	\$239K in 2022	None	None
Annual Dividend payment to Cobourg	As determined by Holdco Board but typically \$150K to \$445K (50% of net income)	As determined by Holdco Board but typically \$150K to \$445K (50% of net income)	As determined by Holdco Board, possibly \$1M per year (50% of net income)	None
Proceeds from sale of LUI	Little change in next few years	Little change in next few years	Proceeds maximized	Proceeds maximized and Beck's Dream dies

Who Benefits?

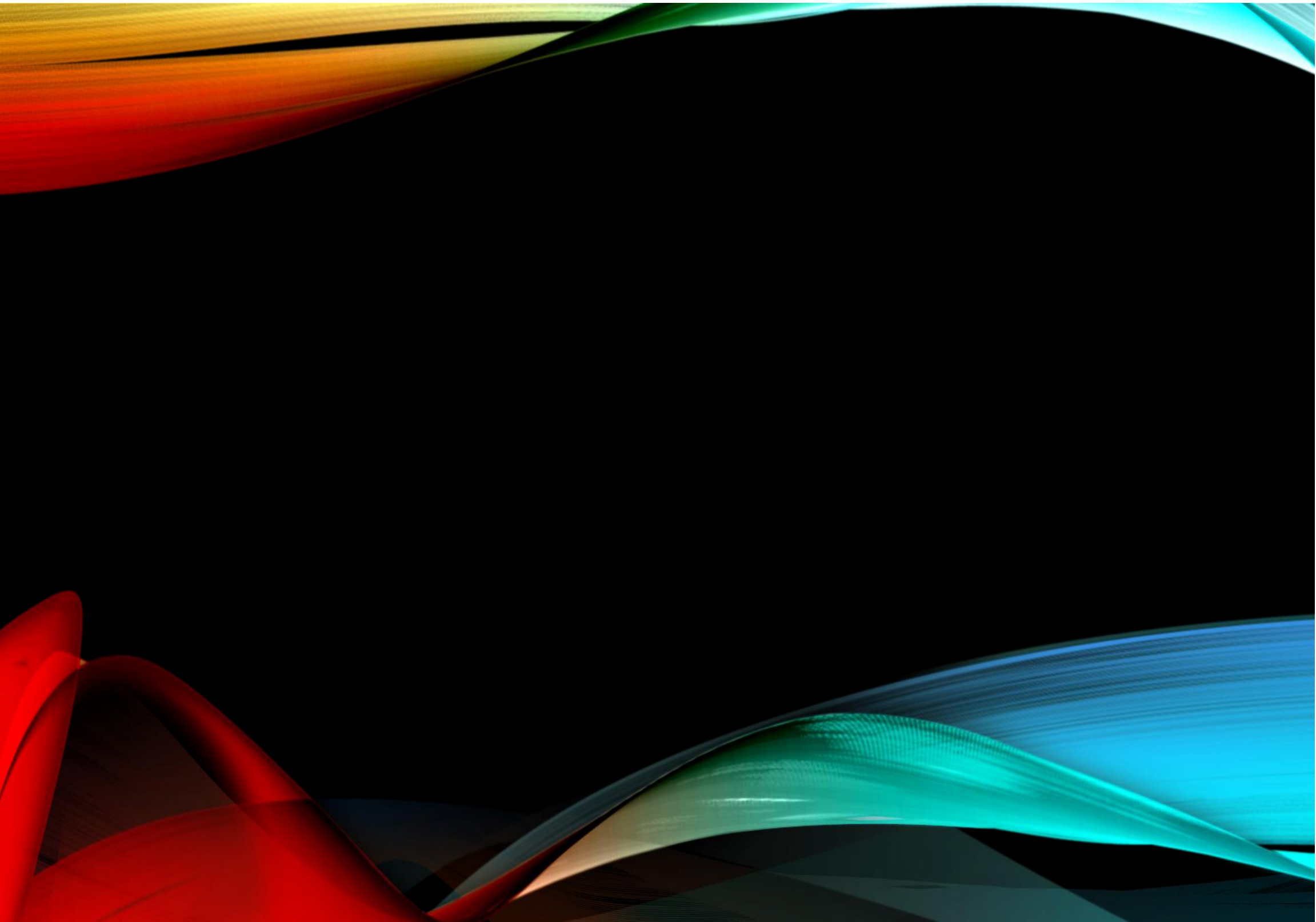
	Change Terms of Promissory Note		Convert Promissory Note to Equity	
	LUI Proposal	Town Proposal	Maximize Town Income	Revive Beck's Dream
LUI	Minor due to very slow reduction in debt	Minor due to very slow reduction in debt	Immediate increase in available borrowing capacity	Immediate increase in available borrowing capacity
LUI Customers (10,400)	Minor since slow impact on rates	Minor since slow impact on rates	Minor if payments to Cobourg maintained	<ul style="list-style-type: none"> Stealth tax eliminated Electricity charges reduced by ~ \$1Million per year
Town of Cobourg	Loan asset is reduced over time and in later years interest portion reduced	Loan asset is reduced over time and in later years interest portion reduced	As determined by Holdco Board but possibly little change	Source of "free" money eliminated
Cobourg Taxpayers	None in foreseeable future	None in next 20 years	Improved transparency regarding stealth tax	<ul style="list-style-type: none"> Stealth tax eliminated Loss of Holdco Dividend may increase tax levy

Choices

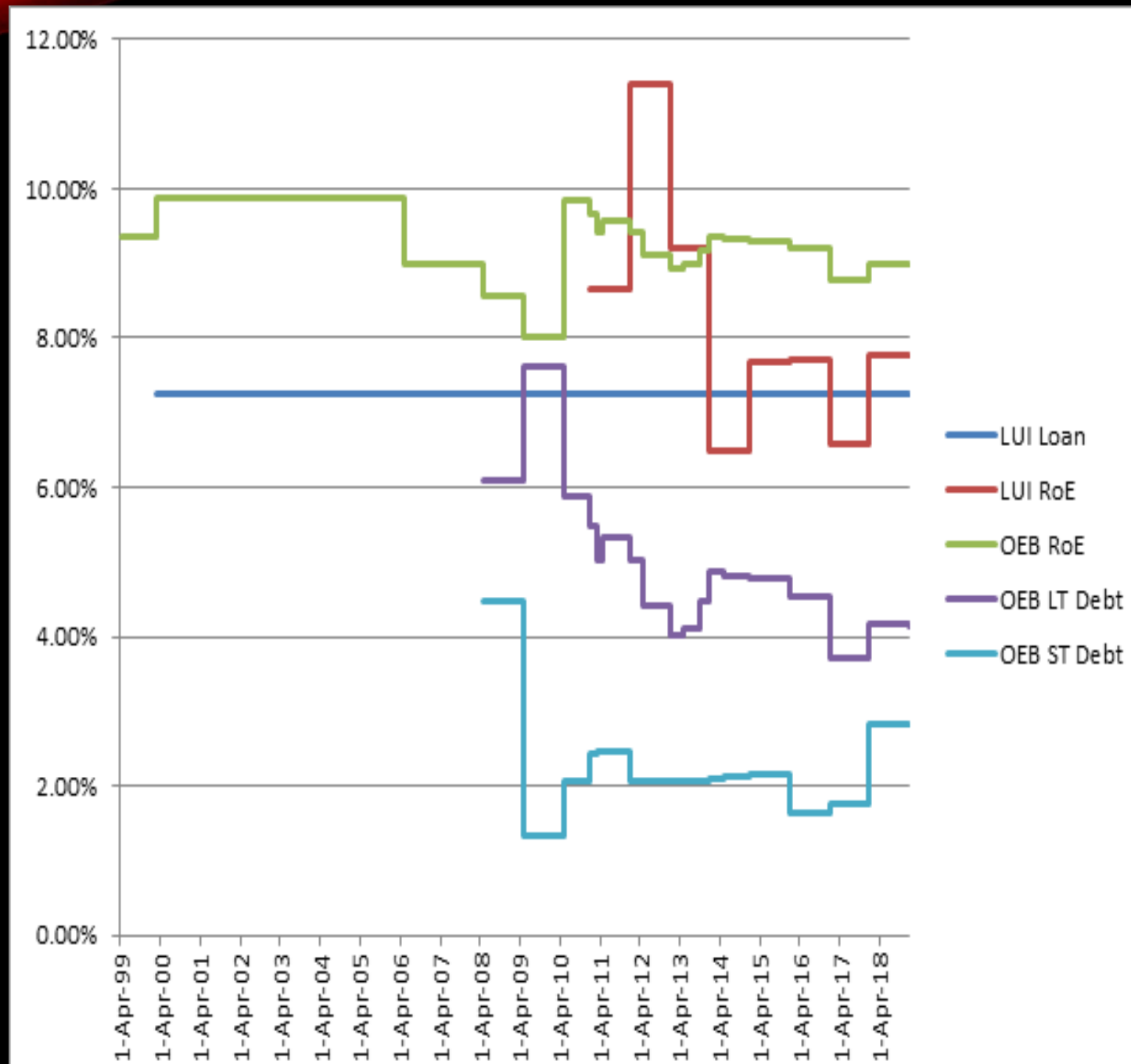
- Status Quo – Do Nothing
- Approve either LUI or Town proposal
- Approve Debt/Equity Swap
 - Sir Adam Beck's "*at cost*" model
 - Share dividend set by LUI Board annually

Public Engagement

- Establish an ad hoc committee to study ways to restructure Holdco, LUI and LUSI to maximize benefits to Cobourg residents and other stakeholders
- Ensure that Cobourg residents understand the options and their implications



OEB Allowed Rates





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):

JEREMY FOWLE

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

COBOURG OBCC

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:

Meeting Date Requested:

SEPTEMBER 23, 2019

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)

TO DISCUSS COBOURG HARBOUR SAFETY AUDIT

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)

REFER MATTER TO PARKS + REC ADVISOR COMMITTEE

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:

POWER POINT

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.



 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM:	Teresa Behan	
TITLE:	Deputy Director, Community Services Division	
DATE OF MEETING:	September 23, 2019	
TITLE / SUBJECT:	Aquatic Safety Audit Report, Town of Cobourg Harbour	
REPORT DATE:	September 12, 2019	

1.0 STRATEGIC PLAN

This report addresses the Pillar "People": The Town supports and Cares for the social and physical wellbeing of its citizens.

2.0 PUBLIC ENGAGEMENT

During the audit, the lifesaving audit team met with the Cobourg Yacht Club, Survivor Thrivers, Cobourg Dragon Boat and Canoe Club and the Town of Cobourg.

3.0 RECOMMENDATION

It is recommended:

THAT Council receive the Lifesaving Society's Audit of the Cobourg Harbour for information purposes; and

FURTHER THAT Staff bring back to Council a report detailing the proposed safety changes to address the recommendations of the Aquatic Safety Audit as detailed in the report and the anticipated costs.

4.0 ORIGIN

In 2016 the Life Saving Society performed a safety audit of the Cobourg Beach. This Audit was completed as part of the Blue Flag program and at the request of the YMCA. This audit was shared with the YMCA and the recommended safety initiatives were implemented.

5.0 BACKGROUND

Since 2017 in particular, increased attention has been placed on the waterfront and its many potential uses due to the extensive work completed during and after the completion of the Waterfront User Needs Assessment and Detailed Design. Staff determined that an independent safety audit of the harbour would be beneficial to all parties that use this very busy area both to compliment the previous beach audit and to facilitate future decision-making on the use of the Harbour.

6.0 ANALYSIS

The Lifesaving Society conducted a site visit of the Harbour on February 5, 2019. After the site visit, interviews of the Harbour's primary users were conducted at the CCC by the Lifesaving Society's Audit Committee.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

TBD

8.0 CONCLUSION

All safety recommendations will be assessed and implemented as appropriate.

9.0 POLICIES AFFECTING THE PROPOSAL

TBD

10.0 COMMUNICATION RESULTS

The Aquatic Safety Audit Report was shared with the Councillor Chorley, the Council Coordinator for Parks and Recreation. After the Lifesaving Society's presentation of its Report to Council, the Report will be shared with the user groups that were interviewed for the Audit.

11.0 ATTACHMENTS

Aquatic Safety Audit Report

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Teresa Behan, Manager of Parks
Dean Hustwick, Director of Recreation and Culture
Ian Davey, Interim CAO/Treasurer

Department:

Parks
Community Services
Corporate Services



2

Submission to Shoreplan Engineering Limited
regarding the
Cobourg Marina Expansion Master Plan





Aquatic Safety Audit Report

**Town of Cobourg
Harbour
July 24, 2019**

3

Aquatic Safety Audit

The Town of Cobourg retained the Lifesaving Society to undertake a safety audit of the Cobourg harbour, specifically the recreational activities taking place in the harbour and the effect of the expansion of the docking system on these activities.

It was agreed that the purpose of the aquatic audit was to maximize the safety of user groups utilizing the harbour for recreational, training and program use. It will outline the Town's responsibilities to ensure the safety of all users and the steps that the Town should follow. The safety audit would identify what steps might be taken to minimize the risk of drowning or serious water-related injuries.

Aquatic Safety Audit Process

Audit Personnel

The Lifesaving Society appointed Ms. Shanna Reid as the Aquatic Safety Management Services Chief Auditor. Ms. Reid has extensive experience in facility evaluation and waterfront operations and is familiar with the Cobourg operation.

The Lifesaving Society appointed auditors Mr. John Gullick and Mr. Patrick D'Almada. All auditors have extensive experience in aquatics, harbour management and boating operations.

Audit Components

The audit team followed a process that included;

- On site tour of the Cobourg Harbour area on February 6, 2019.
- Interviews with representatives from the Cobourg Dragon Boat and Canoe Club, Survivor Thrivers, Cobourg Yacht Club, Town Risk Manager, and the Cobourg Marina Manager.
- A review of existing documentation concerning the operation of the harbor.
- Completion of a final report.

Site Tours

The safety audit team completed its tour of the harbour on Sept 19, 2018 and Feb. 6, 2019. Many of the team members had visited the site in the summer of 2018 when completing other safety related inspections in the area of the harbour.

4

Staff Interviews

Following the site tour, the safety audit team conducted interviews with the following:

- Mr. Paul Gauthier, Manager of Attraction and Facilities (Community Services) and Ms. Shannon Murphy, Town of Cobourg Risk Manager
- Mr. Jeremy Fowle and Dean Cotes, Dragon Boat & Canoe Club
- Ms. Trish Russell, Survivor Thrivers
- Mr. Alan Clough, Cobourg Yacht Club.

The members of the audit team asked questions of each interviewee, after which they were invited to share additional thoughts with assurances that specific comments would be unattributed.

Documentation Review

The safety audit team examined the aquatics-related literature supplied by Mrs. Teresa Behan. The team focused their examination on the following references:

- sample Lease agreements with user groups
- Cobourg Yacht Club
 - Learn to Sail
 - Learn to Sail Parent Package
- Canoe Kayak Ontario – sanctioned activities
- Canada Shipping Act – Small Vessel Regs
- Dragon Boat & Canoe Club:
 - Cold Shock & Cold Water
 - Code of Safety
 - Summer Day Camp Safety Procedures
- Survivor Thrivers Welcome to the Team

In addition, the audit team referenced:

- current practices and emergency procedures for the Harbour
- Research into the existing regulations, standards
- Current protocols and best practices for harbour and boating operations
- Best practices for Event Management in an Aquatic Setting such as Lifesaving Society Dragon Boat Event Organizers Safety handbook, Alert: Lifeguarding in Action, Lifesaving Society Competition Safety Standards.

Recommendations

We recommend that this report be shared with all harbour user groups and appropriate Town staff. All recommendations should receive focused attention by facility management and communicated to all associated parties.

We direct your attention to the following concerns and recommendations:

1. Install an Automatic External Defibrillator (AED) unit adjacent the marina office.

The Town of Cobourg has installed a public access AED unit at Victoria beach. This is too far away to assist an individual in distress in the marina area. An additional unit should be installed in the marina area – adjacent the marina office. Marina staff should be trained in the use of the unit.

2. Ensure all marina staff are standard first aid certified.

In addition to first aid training, which will allow staff to respond to first aid situations in and around the marina, staff should also be trained in the use of rescue equipment such as ring buoys, rescue hooks, and extraction techniques they might use to remove a victim from the water. The Town should consider requiring staff to receive training in land-based lifesaving techniques. A long-term goal may be to certify staff in Lifesaving Society Bronze Cross or National Lifeguard certification because of the potential of in water rescue situations in the harbour.

3. Create a No Swimming bylaw for the harbour.

The safety of boaters, user group participants and residents are at risk when entering the water in the harbor due to possible electrical shock and fatal interaction between swimmers and boaters. There should be

No Swimming in the harbour and in the marina. A bylaw would assist in the enforcement.

4. The Town should draft a Harbour Emergency Procedures manual.

With many user groups, utilizing the space it is important that the Town establish a framework of emergency procedures. In turn, the user groups should include these in their operational manuals and then provide training to their staff and volunteers in these procedures. Procedures should include but are not limited to the following:

- Safe rescue
- Missing persons
- Fire Drills
- Major emergencies
- Collisions
- Cold Water submersion
- Reporting procedures
- The mandatory use of power craft in all programs as a safety vessel such as a personal watercraft, Boston whaler, or an IRB with motor.

5

5. Educate users groups on the current state of the harbour.

A meeting or other communication mechanism should be used to ensure all harbour users are familiar with the current and future plans for the harbour. Items that should be communicated include but are not limited to:

- Updates and operation of the Harbour
- Expectations of use: contracts/lease agreements/permits for events
- Policies and procedures new & existing

6

- Formal scheduling of use of harbour
- Emergency Manual

7

6. Revise the current harbour (boat slip) agreements.

Ensure that all user groups are aware of rules, requirements and safety procedures. The agreements are to stipulate what each party will do/provide. In particular, the agreement should spell out:

- reasonable expectations that the groups will follow such as:
 - include camp standards
 - ratio standards

8

- best practices based on the following but not limited to:

- High Five Principles of childhood learning
- Camp Regulation 503/17
- Ontario Camping Association Safety Standards
- Ontario Physical and Health Education Association (OPHEA) Safety Guidelines
- Transport Canada TP 15136- Standard for Recreational Boating Schools

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7. Enhance craft safety inside the harbour.

Separating motor craft and self-powered craft must be done to ensure everyone's safety. Inside the harbour there are high risk zones where safety of boaters is of concern. These zones are illustrated in Appendix A. Of note: when the boat launch ramp is in high demand a second high-risk zone can exist and converge on the area from the ramp to the noted high-risk zone.

10

Enhancing safety in these areas can be accomplished in many ways. This can be done in a variety of ways, such as:

- Specific areas and or times of use specified in their lease agreements
- By-laws compliance and enforcement
- Education of boaters using the harbour

11

8. Ensure all user groups are using a safety boat for all events, training, and programs.

A safety boat is used to manage boating and respond to emergencies. It is important to have this on the water when organized boating activities are taking place inside and outside of the harbour and that personnel operating this craft are trained and certified in their use and response to an emergency situation. A safety boat is described as the following:

- Of sufficient size to respond to an in-water emergency during the event
- Motorized for quick access to rescue
- Equipped with rescue equipment including:
 - Equipped to CCG standards
 - Additional equipment including but not limited to:
 - Throw bag & Rescue Aid
 - First Aid equipment
 - Communication device

9. Ensure that all harbour events and club scheduled activities adhere to the Town Special Events application process.

The Town has a special events application process in place to ensure that organizers of events on Town property adhere to a variety of protocols one of which the safety of participants at these events. This process should be followed by all parties running special events and club scheduled activities in the harbour area.

12

10. Distribute the Lifesaving Society Dragon Boat Safety Guidelines.

This document has been written to ensure that Dragon Boat activities are operated safely. The Town should encourage dragon boat event organizers to purchase this text and use this as the minimum standard for the safe operation of Dragon boat events.

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11. Enhance signage in the harbour and marina area.

Signage will enhance the safety of boater and the public in the harbour and marina areas. The following signage should be installed in the marina and harbour:

- **No swimming** signs should be posted in a variety of locations, but specifically adjacent the boat ramp.
- **Stay Clear** to be posted at the boat ramp.
- **No wake or speed limits for boats in the harbour**
- Signage to be include with any lifesaving equipment (see Appendix B).

14

12. Complete a safety equipment audit.

Lifesaving stations should be provided at a variety of locations in the harbour and marina area. The Lifesaving Society should be requested to complete a safety equipment audit to determine the type, location and signage at these stations in the harbour and marina areas.

Lifesaving stations should be located on each dock accessible to boaters. Additional lifesaving stations should be erected in the harbour area where user groups are accessing the water. The following locations to be considered:

- Boat Ramp
- Program locations

Rescue stations should also be erected along the break wall where people have access.

13. Clearly identify the egress ladders in the harbour.

To enhance their visibility and ensure durability, all ladders that allow bathers an exit from the water should be permanently marked in yellow so they are readily visible from the water.

14. Ensure the user groups mandate the compulsory use of approved PFD's by boaters while on the water.

All boaters should be required to wear Transport Canada approved PFD while on the water. This will enhance their safety in the event of an emergency. In addition, groups should consider implementing swim testing of all participants prior to any activity on the water.

15. Conduct stray electrical current testing.

Marina staff should conduct regular stray electrical testing of all marina electrical systems. The results of this testing should be documented and logged.

16. Designate a camp user group indoor and outdoor space.

The current boats storage area is not suitable for camp users. There are no washrooms, only one entry and exit area, and no cover from the elements. The Town should work with these groups to secure a more reasonable and safe area for the campers use.

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Appendix A

High Risk Zone

Note: At times when the boat launch ramp is in high demand this high-risk zone (yellow area) can converge on the area from the ramp to the noted high-risk zone.



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 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG
	STAFF REPORT
TO:	Mayor and Council Members
FROM: TITLE:	Ian D. Davey, BBA CPA CA Interim CAO / Treasurer
DATE OF MEETING:	September 23, 2019
TITLE / SUBJECT:	West Northumberland Curling Club – Heenan Arena
REPORT DATE:	September 13, 2019

1.0 STRATEGIC PLAN

Pillar People – Encourage Healthy Lifestyles across all age groups by promoting and raising awareness about public health and active transportation

2.0 PUBLIC ENGAGEMENT

N/A

3.0 RECOMMENDATION

That a By-Law be prepared authorizing the Mayor and Municipal Clerk to enter into a lease agreement with the West Northumberland Curling Club for exclusive use of the Heenan Arena.

4.0 ORIGIN

Renewal of lease agreement for use of Heenan Arena.

5.0 BACKGROUND

The West Northumberland Curling Club entered into a five year lease agreement for exclusive use of the Heenan Arena in 2011 which expired August 31, 2016.

The Club has continued to have the use of the facility during the three year period from September 1, 2016 through August 31, 2019 and discussions have been ongoing between the Club and the Town during this time.

The Club is now anticipating significant capital expenditures and would therefore like to enter into a long term lease to ensure their continued use of the facility.

6.0 ANALYSIS

The following is a summary of the key points which have been included in the draft lease:

- a) Term will be 10 years from September 1, 2019 through August 31, 2029
- b) Town will issue an invoice to the Club for the period from September 1, 2016 through August 31, 2019 to include base rent of \$300 per month, outside maintenance costs of \$2,000 per annum and insurance of \$9,000 per annum.
- c) Club agrees to pay \$7,200 per annum in base rent for the term of this renewal. Base rent will remain at \$7,200 per annum for with no annual increase or decrease.
- d) Club agrees to pay \$9,000 per annum as additional rent to cover insurance costs with no annual increase or decrease.
- e) Club agrees to pay \$2,000 per annum as additional rent for lot grading, snowploughing and grass cutting with no annual increase or decrease.
- f) All payments for base rent and additional rent shall be subject to HST in addition to the amounts charged.
- g) The cost of 2 building condition assessment audits shall be paid for by the Town from the base rent amounts collected from the Club (\$5,000 x 2)
- h) Major capital repairs or replacement costs (over \$25,000) related to the roof, walls or other major building systems may be made by the Town but in the event that the Town elects not to proceed with such expenditures the Club will have the option to make these repairs at their cost and failing this the Town will have the option to terminate the lease by giving 30 days notice to the Club.
- i) The Club shall provide the Town with a copy of their annual financial statement and such statements shall include the Club's membership numbers.
- j) The Club shall be responsible for all mechanical operations relating to the ice making.
- k) The Club shall be responsible for all future alterations that may be required to bring the building in compliance with legislation such as meeting the AODA accessibility requirements by 2025.
- l) Both parties shall have the right to terminate the lease at any time for any reason by providing 240 days prior written notice to the other party.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The clear intention and purpose of this lease agreement is to allow for the continued operation of the West Northumberland Curling Club in the Heenan Arena in the Town of Cobourg such that the sport of curling can continue to be enjoyed by residents of the Town of Cobourg and surrounding area over the next

ten years while at the same time striving to ensure that the taxpayers of the Town of Cobourg pay no more than those costs associated with maintaining the existing building for a purpose other than an ice arena.

8.0 CONCLUSION

The items listed in the analysis section above were presented to the Annual General Meeting of the West Northumberland Curling Club on September 9, 2019 and approval was given to enter into the draft lease agreement as presented.

9.0 POLICIES AFFECTING THE PROPOSAL

N/A

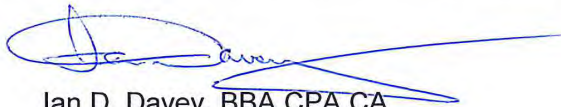
10.0 COMMUNICATION RESULTS

N/A

11.0 ATTACHMENTS

Draft Lease Agreement

12.0 AUTHORIZATION ACKNOWLEDGMENT



Ian D. Davey, BBA CPA CA
Interim CAO / Treasurer

COMMERCIAL LEASE

Made as of the 1st day of September, 2019

BETWEEN:

THE CORPORATION OF THE TOWN OF
COBOURG

(the "Landlord")

- and -

WEST NORTHUMBERLAND CURLING CLUB

(the "Tenant")

WHEREAS the Tenant has occupied the Premises for the period from September 1, 2016 to August 31, 2019 without a formal lease being in place (the "Holdover Period") the landlord shall issue an invoice to the tenant consisting of the amounts as detailed in Schedule A which shall include all amounts owing for the holdover period and no further amounts shall be owing for the holdover period. The amount shown in Schedule A shall be paid in full within 30 days of issuance and prior to the execution of this lease.

Commented [ID1]: Added the highlighted section to explain how we propose to deal with the holdover period.

In consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the arena located at the premises known municipally as the Jack Heenan Arena, 206 Furnace Street, Cobourg, Ontario (the "Premises").

1. GRANT OF LEASE

- (1) The Landlord leases the Premises to the Tenant:
 - a) at the Rent set forth in Section 2;
 - b) for the Term set forth in Section 3; and
 - c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (3) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.
- (4) The Tenant's right to the Premises is subject to the following:
 - a) The Tenant shall have non-exclusive use of the parking lot surrounding the Premises;

2. RENT

- (1) Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section and includes Base Rent and Additional Rent.
- (2) The Tenant covenants to pay to the Landlord during the Term of this Lease, Base Rent of Seven Thousand Two Hundred Dollars (\$7,200.00) ; per annum; plus HST, payable in advance in eight monthly instalments of \$900 plus HST for the months of September through April of the following year.

Commented [ID2]: Wording dealing with the holdover period has been deleted from 2 (2)
Rent to be paid in monthly payments from September to April
- \$900 x 8 = \$7,200

(3) The Base Rent payable by the Tenant in each subsequent year shall increase at the rate of the Consumer Price Index published by Statistics Canada for Ontario for the prior year, provided that the Base Rent for any year of the Term shall not be less than the Base Rent payable in the previous year.

Commented [ID3]: Propose that 2 (3) be deleted such that base rent shall remain at \$7,200 per year for the full 10 year term of the lease

(4) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.

(5) Except as otherwise set out in this Lease, the Landlord and the Tenant agree that it is their mutual intention that this lease shall be a completely carefree net lease for the Landlord and that the Landlord shall not, during the Term of this Lease, be required to make any payments in respect of the Premises other than charges of a kind personal to the Landlord:

- a) and to effect the said intention of the parties, the Tenant promises to pay the following expenses related to the Premises as Additional Rent;
 - i) business taxes and licenses;
 - ii) utilities (including but not limited to gas, electricity, water, heat, air-conditioning);
 - iii) services supplied to the Premises, provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
 - iv) maintenance, repair and replacement of the Premises and all parts and components thereof;
 - v) insurance premiums for the Premises in the amount of Nine Thousand Dollars plus HST (\$9,000.00 plus HST) per annum for the term of the lease;
 - vi) sales tax, and any other taxes imposed on the Landlord respecting the Rent;
 - vii) all other charges, impositions, costs and expenses of every nature and kind whatsoever related to the Premises, unless otherwise agreed to in this Lease;
- b) and if any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and shall produce proof of payment to the Landlord immediately if requested to do so; but the Tenant may contest or appeal any such charges at the Tenant's own expense;
- c) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided for herein;
- d) and if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord; and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears;

Commented [ID4]: Insurance premiums for holdover period have been removed since these are included in Schedule A and premiums for 10 year term have been fixed at \$9,000 per annum plus HST

e) and if the Tenant enjoys the use of any common areas and facilities not included in the Premises, the Tenant shall pay its proportionate share of the foregoing expenses relating to such common areas and facilities. In addition, the Tenant shall pay the sum of Two Thousand Dollars (\$2,000.00) per annum plus HST as a contribution towards grass cutting, grading and snowploughing costs for the current term.

Commented [ID5]: Removed reference to holdover period.

(6) Additional Rent shall be payable in monthly instalments in advance commencing on the first day of September each year through April of the following year during the Term, and the Landlord shall at least once each year provide the Tenant with a statement providing such information as may be required to calculate accurately the amounts payable by the Tenant as Additional Rent.

Commented [ID6]: Additional rent to be paid in 8 instalments from September through April to align with Curling season

(7) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 17 or to such other place as the Landlord may from time to time direct in writing.

(8) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus two (2) per cent.

(9) The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing; and

(a) No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

(10) Shoulder Season. The Tenant shall pay the Landlord on September 1st each year any rental payments from any subtenants or Licensees received by the Tenant in the prior year of the Term during the time when there was no ice on the arena floor pad, and/or for any rentals outside of curling activities.

Commented [ID7]: Removed reference to holdover period since covered by Schedule A.

3. TERM AND POSSESSION

(1) The Tenant shall have possession of the Premises for a period of ten (10) years, commencing on the 1st day of September 2019, and ending on the 31st day of August 2029 (the "Term") during which time the Landlord shall assess the future potential uses for the Premises, in its sole discretion which determination may affect the possibility of future terms or renewals.

Commented [ID8]: Term adjusted to 10 years.

(2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord except as expressly provided in this lease.

4. ASSIGNMENT

(1) The Tenant shall not assign this Lease or sublet the whole of the Premises unless it first obtains the consent of the Landlord in writing, which consent may not unreasonably be withheld provided that; proof of all required insurance coverage and permits are provided to the Landlord at time of consent and further that consent may include fees to be negotiated and paid to the Landlord.

Tenant hereby waives its right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

(2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

(3) Any consent granted by the Landlord shall be conditional upon the assignee, sub lessee or occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sub lessee or occupant had originally executed this Lease as Tenant.

(4) Any consent given by the Landlord to any assignment or other disposition of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent and Additional Rent as provided for herein.

(5) If the party originally entering into this Lease as Tenant, or any party that subsequently becomes the Tenant by way of assignment or sublease or otherwise as provided for in this Lease, is a corporation then:

(a) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;

(b) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as being in default and to exercise the remedies stipulated in paragraph 10(2) of this Lease and any other remedies available in law;

(c) the Tenant agrees to make available to the Landlord or his authorized representatives the corporate books and records of the Tenant for inspection at reasonable times.

5. USE

(1) During the Term of this Lease the Premises shall not be used for any purpose other than the normal use by a curling club of an arena without the express consent of the Landlord given in writing.

(2) The Tenant shall not do or permit to be done at the Premises anything which may:

- a) constitute a nuisance;
- b) cause damage to the Premises;
- c) cause injury or annoyance to the occupants of neighbouring premises;
- d) make void or voidable any insurance upon the Premises;

e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

(3) Staffing. The staffing for operation of the Premises will be provided by the Tenant.

6. REPAIR AND MAINTENANCE

(1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises and including, without limiting the foregoing all structures, fixtures, plumbing, heating HVAC, electrical, ice making and other systems, equipment and components thereof, including all alterations and additions made thereto, save and except the roof, roof membrane and exterior walls, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner.

(2) The Tenant shall permit the Landlord, or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times with 24 hours prior notice to the Tenant:

- a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
- b) and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs; and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.

(3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair.

(4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

(5) For the purpose of this section "Major Capital Repair or Replacement" means any capital repair or replacement costs for the premises over \$25,000 including costs related to the roof, walls or other major building systems. In the event such a Major Capital Repair or Replacement is required, the Landlord has the option but not the obligation to proceed with that repair. In the event that the Landlord elects not to proceed with the repair, it will provide the Tenant with written notice of same and provide the Tenant with a plan, timelines and cost for such repair. The Tenant may thereupon elect to have the Landlord complete the repair and the Tenant's expense. Failing this, the Landlord has the option to terminate the Lease on 30 days notice.

Commented [ID9]: This is a clause that was in the original lease and is intended to protect the landlord from having to make large capital expenditures given that the existing rent does not allow for this type of cost.

ALTERATIONS AND ADDITIONS

(1) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at his

own expense, at any time and from time to time, if the following conditions are met:

- a. before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold his approval; and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan;
 - b. any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- (2) The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises. The Tenant is responsible for all repairs to the building inside and out, with the exception of roof and exterior walls, for the duration of this lease.
- (3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord.
- (4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- (5) The Tenant agrees, at its own expense, and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions or alterations to the Premises made by the Tenant or in connection with any other activity of the Tenant.
- (6) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- (7) The Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- (8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises; and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

ADDITIONAL COVENANTS OF TENANT

1. Prior to agreeing to host any bonspiel or other event that may impact parking volumes at the Premises, the Tenant shall seek and obtain written approval from the Landlord so as to minimize the risk of conflict with Memorial Arena bookings. The Landlord shall provide the Tenant with a schedule of events booked at the Memorial Arena monthly.

2. Tenant shall not permit any smoking, alcohol or cannabis advertising at the Premises.

3. The Tenant acknowledges that the name of the Premises is the "Jack Heenan Arena". The Tenant covenants to ensure that use and visibility of said name at the Premises remains consistent with past practices. The Tenant shall not change the sign on the front of the Premises, or other references to the name of the Premises, without prior approval from the Landlord.

4. Without limiting any obligations of the Tenant in this Lease, the Tenant shall be responsible for all maintenance of the Premises, including but not limited to garbage removal, cleaning, plumbing and electrical maintenance and repair, and replacement of light bulbs.

5. The Tenant shall be responsible for painting of ice surface rings and lines.

6. The Tenant shall deliver to the Landlord financial statements of the Tenant on an annual basis, which shall include financials related to any additional leagues or curling surfaces and the Tenant's membership numbers. The first such financial statement to cover the most recent year end for the Club.

Commented [ID10]: Removed requirement for audited and in accordance with generally accepted accounting principles.

7. The Tenant shall comply with, and ensure its employees, agents, contractors, sub lessees and invitees comply with; the Landlord's Health and Safety and Fire Safety Policies and Procedures, as they may be amended by the Landlord from time to time. Compliance includes the regular inspections of the fire safety system and extinguishers in accordance with the Landlord's policies and the Fire Code. The Tenant will select designated personnel to undergo training provided by the Landlord regarding said policies.

8. The Tenant shall comply with, and ensure its employees, agents, contractors, sub lessees and invitees comply with, the Landlord's applicable Municipal Alcohol and Cannabis Policy, as it may be from time to time, and ensure proper licensing and training is in place for persons serving alcoholic beverages on the Premises.

9. Without limiting any other obligation of the Tenant in this Lease, the Tenant covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with, and cause its sub lessees, invitees and all other occupants of the Premises to observe and comply with all applicable federal, provincial, municipal and other governmental authority law, statute and regulation, or any applicable decree, order, arbitration award, or any license or permit issued relating to the Premises by any governmental authority.

10. The Tenant will ensure that no gasoline, oil, duct tape, or any adhesive materials, are applied to the ice slab.

11. The Tenant will ensure that no propane or barbeques are used inside the Premises building, as such use is prohibited.

12. The Tenant is responsible for the cost of hydro, gas, water for compressor and R/O machine. If the Landlord pays these costs directly, the Landlord will invoice the Tenant as Additional Rent.

13. The Tenant shall be responsible for purchasing portable equipment necessary for the making of and maintenance of the curling ice surface.

14. The Tenant will be responsible for all mechanical operations relating to ice making including putting in the ice each year and any required painting.

Commented [ID11]: Had previously been shown under Landlord.

15. The Tenant understands and agrees that it is their responsibility to ensure all health and safety regulations are followed and the Tenant is responsible for the cost of any future alterations that may be required to bring the building in compliance with legislation such as meeting the AODA accessibility requirements by 2025.

Commented [ID12]: New clause inserted in accordance with point 9 in the WNCC lease proposal dated August 12, 2019

ADDITIONAL COVENANTS OF LANDLORD

1. The Landlord shall provide annual training to designated personnel of the Tenant on the Landlord's policies and procedures.
2. The Landlord shall be responsible for outside maintenance at the Premises, including grass cutting and snow removal.

INSURANCE

(1) During the Term of this Lease and any renewal thereof the Landlord shall maintain with respect to the Premises, insurance coverage insuring against:

- a. Loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the Premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord; and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements; and
- b. Liability insurance for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in his sole discretion deems advisable but in any event not less than \$5,000,000 per occurrence.

(2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees; and the Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary. Provided that, notwithstanding the foregoing, the parties agree that the Tenant shall not be liable for damages to person or property that are caused solely by the fault or negligence of the Landlord.

(3) The Tenant shall carry insurance in its own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.

(4) The Tenant shall carry public liability and property damage insurance in which policy the Landlord shall be a named insured and the policy shall include a cross-liability endorsement and prior notice to the Landlord in the event of adverse change to the policy; and the Tenant shall provide the Landlord annually with a Certificate of Insurance as proof of this coverage.

Commented [ID13]: Changed from copy of Policy to an annual Certificate of Insurance.

(5) The Tenant shall obtain and maintain such additional insurance as would a prudent operator of a curling club, and any other insurance reasonably requested by the Landlord, including but not limited to Directors and Officers liability insurance and a minimum of \$2 million of liquor license liability insurance.

(6) The Tenant shall provide documented evidence of all of its insurance policies to the Landlord prior to the commencement of the Term, and when requested by the Landlord from time to time throughout the Term.

DAMAGE TO THE PREMISES

(1) If the Premises or the building in which the Premises are located are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:

- a. if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within one hundred and twenty (120) days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
- b. if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within one hundred and twenty (120) days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord may at its option either repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed, or terminate this Lease on 30 days prior written notice;
- c. if the leased Premises can be repaired within one hundred and twenty (120) days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

(2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Landlord.

(3) Apart from the provisions of Section 11(1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

ACTS OF DEFAULT AND LANDLORD'S REMEDIES

(1) An Act of Default has occurred when:

(a) the Tenant has failed to pay Rent for a period of fifteen (15) consecutive days, regardless of whether demand for payment has been made or not;

(b) the Tenant has breached its covenants or failed to perform any of his obligations under this Lease; and

(i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and

(ii) the Tenant has failed to correct the default as required by the notice;

(c) the Tenant has:

(i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;

(ii) had its property seized or attached in satisfaction of a judgment;

(iii) had a receiver appointed;

(iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;

(v) without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;

(vi) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;

(d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums;

(e) the Premises:

(i) become vacant or remain unoccupied for a period of thirty (30) consecutive days; or

(ii) are not open for business on more than thirty business days in any twelve (12) month period or on any twelve (12) consecutive business days; or

(iii) are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.

(2) When an Act of Default on the part of the Tenant has occurred:

(a) the current month's rent together with the next three months' rent shall become due and payable immediately; and

(b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as it may choose.

(3) If, because an Act of Default has occurred, the Landlord exercises his right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord:

(a) and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.

(4) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the term of this Lease shall not be exempt from levy by distress for Rent in Arrears:

(a) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:

(i) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and

(ii) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.

(5) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

(6) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent its exercising its remedies with respect to a subsequent Act of Default:

(a) no covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

TERMINATION UPON NOTICE AND AT END OF TERM

(1) The Tenant and Landlord shall each have the right to terminate this Lease at any time for any reason provided that it gives at least two hundred forty (240) days prior written notice to the other party.

Commented [ID14]: Notice period increased to 240 days which is equal to an 8 month curling season.

2) If the Landlord desires at any time to remodel or demolish the Premises or any part thereof, to an extent that renders continued possession by the Tenant impracticable, the Tenant shall, upon receiving two hundred forty (240) clear days' written notice from the Landlord.

Commented [ID15]: Notice period increased to 240 days

- (a) surrender this Lease, including any unexpired remainder of the Term; and
 - (b) vacate the Premises and give the Landlord possession.
- (3) If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:

- (a) the Landlord shall have the right to terminate this Lease by giving two hundred forty (240) clear days' notice in writing to the Tenant; or
- (b) the Landlord may require the Tenant to vacate the Premises within sixty (60) days from payment by the Landlord to the Tenant of a bonus equal to three (3) months' rent.
 - (i) but payment of the said bonus shall be accompanied or preceded by written notice from the Landlord to the Tenant advising of the Landlord's intent to exercise this option.

Commented [ID16]: Increase notice period to 240 days

- (4) The Tenant agrees to permit the Landlord during the last three (3) months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.
- (5) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.
- (6) Notwithstanding anything to the contrary herein, on the date of termination of this Lease for any reason, the balance of the Conversion Costs plus accrued interest thereon shall immediately become due and payable by the Tenant.

Commented [ID17]: This clause can come out as it related to costs paid by landlord to convert hockey rink to curling rink but have since be reimbursed in full by tenant.

ACKNOWLEDGEMENT BY TENANT

The Tenant agrees that it will at any time or times during the Term, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Lease is in full force and effect as modified);
- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;
- (d) other charges payable under this Lease which have never been paid;
- (e) particulars of any prepayment of Rent or security deposits; and
- (f) particulars of any sub tenancies.

SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or refinancing, including extensions or renewals, of the Landlord's interest in the property.
- (2) Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs his obligations under this Lease.

RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may make from time to time.

NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given
- To the Landlord at:
- Victoria Hall, 55 King St. West
Cobourg, ON K9A 2M2
- To the Tenant at: The Premises
- (2) The above addresses may be changed at any time by giving ten (10) days written notice.
- (3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the Premises form part without consent of the Landlord.

CONDITION OF PREMISES

It is understood and agreed that, except as expressly provided in this Lease, the Premises are being leased to the Tenant "as is". The Tenant has satisfied itself as to the condition of the Premises and its fitness for the use intended. The Tenant acknowledges that it has inspected the Premises and conducted an independent investigation of current and past uses of the Premises and that the Tenant has not relied on any representations by the Landlord concerning any

condition of the Premises. The Landlord makes no representations or warranties whatsoever regarding the condition of the Premises or its fitness for any particular use.

INTERPRETATION

- (1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- (2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- (3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several. In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease as of the date first written above.

**THE CORPORATION OF THE TOWN OF
COBOURG**

Per: _____

Per: _____

**WEST NORTHUMBERLAND CURLING
CLUB**

Per: _____

Per: _____

SCHEDULE "A"

This schedule is made as part of the commercial lease made as of the 1st day of September, 2019

Between: The Corporation of the Town of Cobourg (landlord)

AND

West Northumberland Curling Club (tenant)

In recognition by both the landlord and the tenant that the existing lease expired on the 31st day of August 2016 and that rental payments have not been made during the period from September 1, 2016 through August 31, 2019 it is agreed that the landlord will issue an invoice to the tenant for the following amounts:

- a) Base rent calculated as follows: \$3,600 per annum for 3 years = \$10,800
- b) Additional rent for building and liability insurance: \$9,000 for 3 years = \$27,000
- c) Additional rent for grass cutting, lot grading and snowploughing: \$2,000 for 3 years = \$6,000


HST will be added to the amounts listed in a), b) and c) in the amount of \$5,694.

The total amount of the invoice including HST will be \$49,494 and the tenant will receive a credit in the amount of \$18,000 in recognition of the payment made to the landlord on or about August 26, 2018.

The tenant will make a payment of \$31,494 within 30 days of the issuance of this invoice and receipt of this payment shall be a condition which must be met prior to the final execution of this lease.

Both the tenant and the landlord agree that the payment of the amount indicated on this schedule shall represent full and final payment of any and all amounts owing between the tenant and the landlord for the period from the 1st day of September 2016 to the 31st day of August.

Commented [ID18]: Schedule A has been added to cover the last 3 years and bring that to a conclusion

 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:	September 23, 2019
TITLE / SUBJECT:	Amendment to Promissory Note – Lakefront Utilities Inc.
REPORT DATE:	Original August 6, 2019 Revised September 18, 2019

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

Not applicable.

3.0 RECOMMENDATION

That effective January 1, 2020, the terms of the promissory note in the amount of \$7,000,000 be amended as follows:

- a) The interest rate be adjusted from 7.25% to 3.72% per annum and this rate remain fixed until each approved Cost of Service (COS) rate application, at which time it will be adjusted to the Ontario Energy Board's (OEB) approved long-term interest rate for affiliate debt.
- b) In addition to the required interest payments, annual principal repayments may be made at the discretion of the Lakefront Utilities Inc. Board of Directors after retaining sufficient funding to support their infrastructure requirements.

4.0 ORIGIN

This report is in response to a letter from Barry Gutteridge, Chair of Town of Cobourg Holdings Inc. as received by Council at the June 3, 2019 meeting. The letter requested Council's consideration for amendments to the promissory note held by the Town of Cobourg.

5.0 BACKGROUND

The Town of Cobourg owns Town of Cobourg Holdings Inc. This entity is made up of two divisions:

- a) Lakefront Utilities Inc. (LUI) – an electrical power distribution company which is regulated by the Ontario Energy Board (OEB), and
- b) Lakefront Utility Services Inc. (LUSI) – a service company that provides human resources to LUI and operates the Town of Cobourg municipal water system.

In 2000 the utility was valued at \$14M and for purposes of establishing the utility corporation, it was deemed by the OEB that a 50/50 debt equity ratio was acceptable for calculating electricity rates.

The initial interest rate for purposes of calculating electricity rates was established at 7.25% and this rate has remained unchanged since that time. It should be noted that this is not the interest rate that is currently allowed by the OEB in setting rates. Lakefront's rates and regulated net income are based on an interest rate of 3.72% and by paying interest at 7.25%, the additional interest cost is coming from a reduction in Lakefront's regulated net income. As a result regulated net income is understated because of paying the higher interest rate.

6.0 ANALYSIS

In the memo received by Council on June 3, 2019, the Board are requesting that the interest rate paid on the promissory note be lowered to the Deemed Interest Rate as established by the OEB at the time of the Cost of Service Rate Application and remain at that rate until the next rate application. A principal repayment would also be made such that the total cash flow to the municipality would remain at the current level of \$507,500 per year.

The alternative being suggested in this memo is for an interest rate to be established at the deemed rate for affiliate debt (currently 3.72% per annum) and remain fixed until the next approved rate application while leaving the amount of annual principal repayment to the discretion of the Lakefront Utilities Inc. Board of Directors.

The note is payable on demand so the Town of Cobourg would be in a position to request the repayment of all or a portion of the principal at which time Lakefront Utilities Inc. would need to find an alternative source of funding to replace this affiliate debt.

The drawback for the municipality is that the interest revenue which has been used to support town debt repayments and the municipal capital program in prior years will decline from the current level of \$507,500 per annum to \$260,400 per annum during the remaining years covered by the current approved rates.

This is coming at a time when the current level of property tax supported municipal debt is at its lowest level in several years so the impact on existing municipal operating and capital budgets should be minimal.

The positive for the utility is that interest costs will be closer to market interest rates which will allow Lakefront to report a regulated net income which is comparable to industry standards. As the principal portion of the note is paid down, the utility will free up room for new debt to support future capital spending and renew existing infrastructure.

The promissory note repayment should not be confused with the payment of a dividend to the Town. The payment and amount of any dividend will be a decision of the Town of Cobourg Holdings Inc. board after allowing for the appropriate investment in infrastructure required to maintain existing operations.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The proposed changes to the structure of the promissory note will reduce the amount available for capital spending and debt servicing by the Town by an amount of \$247,100 per year during the remaining years of the current approved rates and will be subject to further adjustment with each subsequent rate application..

8.0 CONCLUSION

The proposed adjustment of the promissory note interest rate to allow for a 3.72% annual interest rate for the remainder of this COS rate approval period and updated at each approved COS rate application with effective notification and reporting to the Town. This should provide the utility with the stability that it requires and over time and as the principal is paid down the utility will free up capacity for new debt (if necessary) to support future capital infrastructure while at the same time providing a fair rates to its customers and a fair rate of return to the Municipality.

9.0 POLICIES AFFECTING THE PROPOSAL

Not applicable

10.0 COMMUNICATION RESULTS

Not applicable

11.0 ATTACHMENTS

Letter from Mr. Barry Gutteridge, Chair of Town of Cobourg Holdings Inc.
dated May 27, 2019.

12.0

AUTHORIZATION ACKNOWLEDGMENT

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

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

Confidential

Transmittal Letter to The Corporation of the Town of Cobourg

AMENDMENT TO THE 2006 PROMISSORY NOTE LUI-TOWN OF COBOURG

BACKGROUND

When Lakefront Utilities Inc. (LUI) was established in 2000, the Ontario Energy Board (OEB) required that the utility be evaluated and that a 50/50 debt equity structure be established for rate-setting purposes. LUI was thus evaluated at \$14M with equity of \$7M and a "debt" of \$7M for which a Promissory Note was created between LUI as "Borrower" and The Corporation of the Town of Cobourg as "Lender". The OEB established a process for the annual setting of the Deemed Interest Rate permissible for such long-term affiliate debt instruments. The Deemed Interest Rate is applied to each utility at the time of its Cost of Service Rate Application and remains set until the next rate application is approved. The OEB also subsequently revised the preferred debt/equity ratio for rate calculation to 60/40.

PROMISSORY NOTE

On September 12, 2006, an amended Promissory Note between LUI and the Town was created at the Principal Sum of \$7M, but still effective the 1st day of May 2000. The Promissory Note contains the following section dealing with the interest payable:

"INTEREST RATE: 7.25% per annum, being the debt cost per annum established by the Ontario Energy Board as applicable to the Borrower as set out in Chapter 3 of the Ontario Energy Board's electricity Distribution Rate Handbook (the PBR Handbook) issued March 9, 2000."

In its DECISION AND ORDER EB-2016-0089 dated December 8, 2016 relating to LUI's 2016 rate application, the OEB confirmed as follows:

"The affiliate debt that Lakefront Utilities holds with Cobourg for the principal sum of \$7M has a 7.25% interest rate, consistent with the OEB's deemed long term debt rate at the time it was issued. This arrangement was considered prudent at the time." (p.7)

The appropriateness of both the Promissory Note and the interest rate had been raised by intervenors in prior rate-making applications by LUI, including the most recent 2016 rate-setting process. LUI had based its rate application on the OEB's deemed long-term interest rate in 2012 at 4.34% and on October 27, 2016 at 3.72% rather than on 7.25% in the promissory note. The OEB approved LUI's 2016 rate application, but indicated the following in its findings:

"While Lakefront Utilities may continue to pay the Cobourg 7.25% interest rate on the \$7M principal debt under the current terms of the promissory note, shareholders (not ratepayers) will bear the costs of the difference between the 7.25% and the 3.72%." (p.6)

This summarizes the situation that has arisen as debt interest rates approved by the OEB for local utilities have declined significantly since 2006. LUI has continued to pay interest to the Town at a rate that is only partially recoverable through the approved rates to

customers, with the balance being an unrecoverable expense that reduces LUI's net profit. This limits the funding available to LUI for re-payment of principal and for potential dividends to the Town. Also, since LUI is only paying interest and no principal on the \$7M debt currently, this condition does not allow LUI much potential borrowing capacity for infrastructure investments. This approach also results in the under-stating of LUI's Return on Equity in the Provincial Scorecard's comparison with other utilities. LUI agreed with the OEB's request that the Promissory Note must be reviewed with the Town before any subsequent rate application comes forward.

LUI wishes to amend the interest rate provision in the Promissory Note to be consistent with OEB requirements. LUI also wishes to re-pay principal against the \$7M debt, thus creating the potential to raise further capital through debt within the 60/40 debt equity ratio should the need arise. LUI acknowledges that the Town relies on the \$507,500 annual payment for budgetary purposes and wishes to sustain payment of this annual amount in some form.

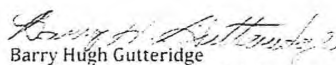
REQUEST TO THE CORPORATION OF THE TOWN OF COBOURG


The Board of The Town of Cobourg Holdings Inc. (HOLDCO) requests the Corporation of the Town of Cobourg to consider and to provide a decision on the following recommendations approved at the HOLDCO Board meeting of April 17, 2019:

1. That the section in the Promissory Note dealing with the interest rate be amended to read as follows:

INTEREST RATE: The per annum rate being the Deemed Interest Rate established by the Ontario Energy Board at the time of Lakefront Utilities Inc.'s Cost of Service Rate Applications as applicable to the Borrower for long-term affiliate debt.

2. That Lakefront Utilities Inc. continue to make monthly payments to the Town of Cobourg to the total amount of \$507,500 or more per annum consisting of the payment of interest at the Deemed Interest Rate and the re-payment of principal against the \$7M debt with such provision effective January 1, 2019.
3. That each year Lakefront Utilities Inc. provide to the Annual Shareholders Meeting of Holdco a statement of the total amount paid in the previous calendar year showing the breakdown of interest at the Deemed Interest Rate, principal repaid and the outstanding balance owing under the Promissory Note.


Barry Hugh Gutteridge
Chair, Town of Cobourg Holdings Inc.
May 27, 2019

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM:	Stephen Peacock, P.Eng.	
TITLE:	CAO	
DATE OF MEETING:	August 12, 2019	
TITLE / SUBJECT:	Strategic Plan Work Plan	
REPORT DATE:	July 29, 2019	File #:

1.0 STRATEGIC PLAN

N/A

2.0 PUBLIC ENGAGEMENT

A public engagement plan utilizing all available forms of communication was put in place by the Communication department and is attached as Appendix "A"

3.0 RECOMMENDATION

It is recommended that Council accept this report for information purposes and further
that Council adopt the 2019-2022 Strategic Plan
and further
that Council accept the noted work-plan as the appropriate tasks required to execute the 2019-22 Strategic Plan
and further
that Council forward any of this list of projects requiring funding to the 2020-22 budget deliberations
and further
that Council direct staff to report back progress of the work plan semi-annually in September and March of each year.

4.0 ORIGIN

The Town of Cobourg held a Strategic Planning Session on February 12-13 2019. The document was posted for public input and proceeded to a public

meeting on April 8/19. Council reviewed all comments and made appropriate adjustments.(see Appendix "B") The document still requires official adoption by Council. Staff were directed to prepare an action plan to outline work needed to complete the actions under the five pillars in the strategic plan.

6.0 ANALYSIS

The purpose of a Strategic Plan is to provide direction to the Corporation on work priorities. These items were group under 5 pillars being:

People

Places

Programs

Partnerships and,

Prosperity

These were then broken down into 28 discrete actions.

Staff have prepared a work plan(see Appendix "C") outlining specific work to accomplish the Actions in the Strategic Plan. Work description, timing, budget requirements and assigned staff are included in the work plan. The draft plan proceeded to the July 18/19 General Government meeting with comments incorporated into the final document presented in this report.

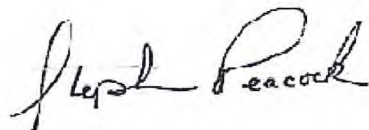
7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

All financial considerations resulting from work required by the Strategic Plan will be considered at the upcoming 2020 budget and future budget deliberations.

8.0 CONCLUSION

A workplan has been prepared for Council consideration. It is felt to be the appropriate means to execute the actions as outlined in the 2019-2022 Strategic Plan.

12.0 AUTHORIZATION/SIGNATURES

A handwritten signature in black ink, appearing to read "Stephen Peacock", is written over a horizontal line.

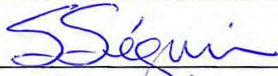
Stephen Peacock
Chief Administrative Officer



**The Corporation of the
Town of Cobourg**

Resolution

Moved By



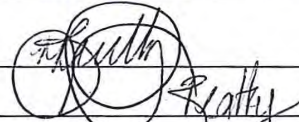
Last Name Printed

SEGUIN.

Resolution No.:

129-19

Seconded By



Last Name Printed

Council Date:

April 29, 2019

WHEREAS at the Committee of the Whole Meeting on April 23, 2019, Council considered the Town of Cobourg Municipal Council Strategic Plan for the 2019 – 2022 Municipal Council Term;

NOW THEREFORE BE IT RESOLVED that Council adopt the 2019 – 2022 Town of Cobourg Strategic Plan Components Report attached as Appendix 'A';

FURTHER THAT Council direct the Chief Administrative Officer to provide to Municipal Council a Strategic Plan Action Report that sets out work, costs, timelines and Division/Department resources required for the 2019 – 2022 Council Strategic Plan Implementation to be brought back to Council by the combined Committee of the Whole/Regular Council Meeting of July 22, 2019.

APPENDIX A



Town of Cobourg Strategic Plan Components (2019-2022)

April 25, 2019



TOWN OF COBOURG STRATEGIC PLAN: 2019-2022

The Town of Cobourg's Strategic Plan is comprised of number of elements as shown following.

Strategic Plan Components



Vision, Mission and Pillars/Supporting Objectives

Town of Cobourg Strategic Planning Session: February 12-13, 2019 Draft Vision, Mission and Supporting Pillars/Objectives	
Vision Cobourg...a vibrant inclusive community where everyone has access to meaningful opportunities and experiences	
Mission <i>The Town of Cobourg is committed to open and accountable governance and the provision of quality, accessible programs and services in a sustainable manner</i>	
Pillars/Objectives The Town's mission will be achieved through the following ...	
People	<i>The Town supports and cares for the social and physical well-being of its citizens</i>
Places	<i>The Town protects, preserves and promotes its natural assets, heritage, arts, culture and tourism</i>
Programs	<i>The Town provides efficient and effective corporate, community, business and recreational services for its residents, businesses and visitors</i>
Partnerships	<i>The Town engages in strong, sustainable public-private partnerships to improve the quality of life for everyone</i>
Prosperity	<i>The Town plans for, markets and develops assets for economic resiliency and financial security</i>

Strategic Actions and Desired Outcomes

PEOPLE	The Town supports and cares for the social and physical well-being of its citizens
Strategic Actions	
<ol style="list-style-type: none"> 1. Create a housing strategy that is in alignment with Northumberland County's housing strategy 2. Implement a municipal youth program 3. Encourage healthy lifestyles across all age groups by promoting and raising awareness about public health and active transportation 4. Continue to pursue the Age-Friendly Communities designation 5. Invest in programs, services and infrastructure to make Cobourg more accessible 	
Desired Outcomes	
<ul style="list-style-type: none"> • People are able to find attainable housing in Cobourg • There is a broad variety of housing types available for ownership and rental • Residents of all ages are engaged in a wide range of physical activities • Cobourg residents are healthy and happy • Cobourg's youth participate in community activities and events • The Town is enriched by the skills, ideas and perspectives of its youth • A barrier-free Cobourg that is accessible to citizens of all abilities, including those with disabilities 	
PLACES	The Town protects, preserves and promotes its natural assets, heritage, arts, culture and tourism
Strategic Actions	
<ol style="list-style-type: none"> 1. Investigate the creation of additional heritage conservation districts as outlined in the heritage master plan 2. Create a climate change action plan 3. Upon completion of the cultural master plan, consider the creation of a Town arts, culture and tourism division 4. Continue implementation of the downtown vitalization plan 5. Review and improve the financial performance of Town operated facilities 6. Repair and rejuvenate the East Pier 7. 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 	

Desired Outcomes	
<ul style="list-style-type: none"> Arts, culture and heritage are key defining characteristics of the Cobourg community Daily lives of residents are enriched Cobourg's natural environment will be safeguarded and protected The Town of Cobourg will be good stewards and practice sustainable actions A community that prioritizes biking, walking and public transportation as a means to mitigate the effects of climate change 	
PROGRAMS	The Town provides efficient and effective corporate, community, business and recreational services for its residents, businesses and visitors
Strategic Actions	
<ol style="list-style-type: none"> Develop an information technology strategic plan Develop an integrated records management system Implement a comprehensive management plan for all of the Town's assets Explore the feasibility of enhanced sidewalk snow clearing including the clearing of arterial bike lanes and multi-use paths Review and assess appropriateness of agreements with third party contracts Continue to explore communications priorities including social media and public engagement tools 	
Desired Outcomes	
<ul style="list-style-type: none"> People will be well informed, know what is going on in the Town and how to get information The Town will be resilient and safe from cyber attacks Information will be easier and faster to access through a variety of means People will be informed with the facts Information will be stored in a way that is accessible for present and future generations Public trust and confidence in the Town's processes and procedures will be enhanced 	

PARTNERSHIPS	The Town engages in strong, sustainable public private partnerships to improve the quality of life for everyone
Strategic Actions	
<ol style="list-style-type: none"> 1. Explore feasibility of partnerships to develop a social services community hub for community health priorities such as food security, mental health, drug addiction and homelessness 2. Explore future partnerships with Venture 13 to promote innovation, education and entrepreneurial opportunities 3. Continue to work with Sustainable Cobourg and other stakeholders on greening Cobourg initiatives 4. Work with transit authorities in the area to integrate transit services, including accessible and active transportation services 5. Facilitate meaningful collaboration with Cobourg citizens 	
Desired Outcomes	
<ul style="list-style-type: none"> • Partnerships will be a key component of how the Town works and does business • Cobourg will be a strong community • Resources will be maximized • The Town will be able to realize initiatives it undertakes 	
PROSPERITY	The Town plans for, markets and develops assets for economic growth and financial security
Strategic Actions	
<ol style="list-style-type: none"> 1. Develop a policy for establishing shovel-ready development lands 2. Coordinate funding opportunities to optimize community development capital and special projects funding 3. Review the feasibility of expanding the Northam Industrial Park 4. Explore innovative solutions to improve the connectivity between the beach/waterfront and downtown Cobourg 5. Develop resources to support small businesses coming to Cobourg 6. Review the mandate of the Town's economic development department 	
Desired Outcomes	
<ul style="list-style-type: none"> • More jobs are locating in Cobourg • Economic health has created capacity for improved quality of life • Economic development resources are effectively used • Visitors find opportunities to spend money in Cobourg • Cobourg is recognized for its strong and healthy downtown • Labour force skills in the Town match employment needs 	



2019 – 2022 Strategic Plan Work Plan

The Corporation of the Town of Cobourg

Pillar: PEOPLE

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

Action #1 *Create a housing strategy that is in alignment with Northumberland's housing strategy*

Work	Target Date	Budget	Staff Responsible
• Report to Council on options for developer assistance	Complete	Operating	CAO/TREAS/DPD/Clerk
• Obtain legal opinion on options	Complete	Operating	Clerk
• Framework on Affordable Housing	Dec 2019	Operating	CAO/TREAS/DPD/Clerk
• Execute Town wide Affordable & Rental Housing CIP	Mar 2020	\$65,000.00	DPD
• Amend Parkland Dedication By-law	Oct 2019– pending Bill 108 Review	Operating	DPD
• Amend Planning and Building Fees By-laws	Oct 2020	Operating	DPD
• Prepare standard agreements in consultation with County	Nov 2019	Operating	CAO/TREAS/DPD/Clerk/County
• Evaluate requests and provide recommendations to Council	Ongoing until end of program	Operating	Planning & Development Services
• Initiate Town of Cobourg Official Plan Update	Mar 2022+	TBD	DPD

Action #2 *Implement a Youth Program*

Work	Target Date	Budget	Staff Responsible
• Involve youth in Town Council/Outreach to Local Schools	Ongoing until end of program	N/A	Clerk/Council
• As recommended in the Recreation Strategy and Implementation Plan, develop a Youth Strategy that involves youth in their program planning and the future delivery of activities that engage them in various roles	March 2020	TBD	DCS
• The new Cultural Master Plan will include • considerations and recommendations for youth	Nov 2019	TBD	DCS
• Create a Youth Advisory Committee	Jan 2020	N/A	Clerk/Council
• Incorporate the Youth into Local Government Week/Cobourg Day	Yearly	N/A	Clerk/Council

Action #3 ***Encourage Healthy Lifestyles across all age groups by promoting and raising awareness about public health and active transportation***

Work	Target Date	Budget	Staff Responsible
<ul style="list-style-type: none"> • Ensure inclusion in Cultural Masterplan 	Completed by end of 2019	TBD	DCS
<ul style="list-style-type: none"> • Update Transportation Master Plan to incorporate active transportation PR Strategy 	Dec 2020	TBD	CM/DPW
<ul style="list-style-type: none"> • Create Healthy Life Style Strategy for the Town of Cobourg, including outreach awareness program. 	Dec 2021	TBD	CAO/Directors/CM

Action #4 ***Continue to pursue the Age-Friendly Communities designation***

Work	Target Date	Budget	Staff Responsible
<ul style="list-style-type: none"> • Pursue designation while following program requirements 	2020-2021	TBD	Community Services Division

Action #5 ***Invest in programs, services and infrastructure to make Cobourg more accessible***

Work	Target Date	Budget	Staff Responsible
<ul style="list-style-type: none"> • Update plan in consultation with Accessibility Committee on Accessible Audit as part of the Asset Management Plan 	Completed by end of 2019	N/A	PW Division
<ul style="list-style-type: none"> • Develop and Implement a continuation of the Multi-Year Accessibility Plan 	On-going	TBD	Legislative Services
<ul style="list-style-type: none"> • Hire a short term Contract Accessibility Coordinator for Corporate wide Accessibility initiatives for 2025 including completion of Building Audits. 	Jan 2020	TBD	Legislative Services

Pillar: PLACES

The Town protects, preserves and promotes its natural assets, heritage, arts, culture and tourism.

Action #1 *Investigate the creation of additional heritage conservation districts as outlined in the Heritage Masterplan*

Work	Target Date	Budget	Staff Responsible
• Heritage Conservation District (HCD) Study	2021	\$75,000 - 2020 Deliberations	DPD
• Report to Council on Heritage Study Options	Oct/Nov 2019	Operating	DPD
• Initiate and Carry out Studies - RFP	Jun, 2020	Operating	DPD
• Council Approval of HCD	Jun, 2021	N/A	Council

Action #2 *Create a Climate Action Plan*

Work	Target Date	Budget	Staff Responsible
• Form sustainability and climate action plan committee	Complete	N/A	Council/Clerk
• Hire a Climate Change/Environment Consultant to prepare Town Climate Change Action Plan	2020	TBA	DPW/Clerk
• Implement Climate Action plan	Ongoing	TBA	CAO/Directors

Action #3 ***Upon completion of cultural masterplan, consider creation of Town arts, culture and tourism division***

Work	Timing	Budget	Staff Responsible
• Corporate Wide Service Delivery Review - Building Efficiencies Fund.	Late 2019	\$100,000	CAO
• Implement Organizational adjustments as needed on Delivery Outcomes	Late 2019	TBD	CAO

Action #4 ***Continue implementation of Downtown Vitalization Action Plan (DVAP)***

Work	Timing	Budget	Staff Responsible
• Update DVAP Action Table and Develop Implementation Plan	Dec 2019	Operating	CAO/DPW/DCS/DPD/CM
• Implement the Plan as ongoing reports to Council	Ongoing	TBD	CAO/DPW/DCS/DPD/CM
• Implement Downtown Master Plan, Downtown Vitalization CIP in conjunction with Downtown Coalition Report	Ongoing	TBD	CAO/DPW/DCS/DPD

Action #5 ***Review and improve the financial performance of Town operated facilities***

Work	Timing	Budget	Staff Responsible
• Complete facility condition assessments as part of the Asset Management Plan	Jul 2020	N/A	CAO
• Decommission Memorial Arena (future use of building to be determined at a later date)	Completed by end of 2019	N/A	DCS
• Regular Review of Fee Schedule	Ongoing each year	N/A	ALL DIVISIONS

Action #6 ***Repair and rejuvenate the East Pier***

Work – Preliminary	Timing	Budget	Staff Responsible
• Initial public engagement plan	Nov 2019	N/A	DCS
• Procure Engineers/Landscape Architects	Jan 2020	TBD	DCS/PW
• Prepare designs, engineering drawings and tender documents	Nov 2020	TBD	DCS/PW
• 2021 Budget Deliberations & obtain all necessary permits	Jan 2021	TBD	DCS

- Project Tender/Construction

Completed by
end of 2021

TBD

DCS/PW

Action #7 *No expansion of boat slips at the Cobourg marina will be considered during this term of Council and the natural environment of the West Harbor will be safeguarded and protected*

Work	Timing	Budget	Staff Responsible
<ul style="list-style-type: none"> • Policy Item for Council's Action 	Complete – Motion #296-19	N/A	N/A
Pillar: PROGRAMS	The Town provides efficient and effective corporate, community and business and recreational services for its residents, businesses and visitors.		

Action #1 *Develop an information technology strategic plan*

Work	Timing	Budget	Staff Responsible
<ul style="list-style-type: none"> • Tender work 	Nov 2019	N/A	DCS
<ul style="list-style-type: none"> • Complete plan 	Aug 1, 2020	\$40,000.00	DCS
<ul style="list-style-type: none"> • Execute plan 	TBD	TBD	DCS

Action #2 *Develop an Integrated Records Management System*

Work	Timing	Budget	Staff Responsible
<ul style="list-style-type: none"> • Complete record management inventory 	Dec 2019	N/A	Clerk/All Divisions
<ul style="list-style-type: none"> • Create record management plan 	Apr 2020	\$25,000.00	Clerk/All Divisions
<ul style="list-style-type: none"> • Execute record management Plan/Electronic Records 	Dec 2020	TBD	Clerk/All Divisions
<ul style="list-style-type: none"> • Open Governance Records Model System 	Dec 2023	TBD	Clerk/All Divisions

Action #3 *Implement a comprehensive management plan for all town assets*

Work	Timing	Budget	Staff Responsible
<ul style="list-style-type: none"> • Create AMP policy (provincial requirement) 	Complete	N/A	DPW

- Develop a Corporate Wide Asset Management System that includes condition assessments for all Municipal Assets to create a fully Integrated Asset Management Software. Jul 2020 \$90,000 DPW/PW

Action #4 *Explore enhanced sidewalk snow clearing including the clearing of arterial bike lanes and multi-use paths*

Work	Timing	Budget	Staff Responsible
• Complete study regarding additional snow clearing with costs	July/August 2020	TBD	DPW

Action #5 *Review and assess appropriateness of agreements with third party contracts*

Work	Timing	Budget	Staff Responsible
• Develop list of agreements to review	Completed by end of 2019	N/A	CAO/Clerk
• Review and provide recommendations to Council	TBD	N/A	CAO/Clerk

Action #6 *Continue to explore communications priorities including social media and public engagement tools*

Work	Timing	Budget	Staff Responsible
• Onboard bang the table	Completed	\$10,000.00	CM/CAO
• Update communication strategic plan in-house	Completed by end of 2019	N/A	CM/CAO
• Execute updated Communication Strategic Plan	TBD	N/A	CM/CAO

Pillar: PARTNERSHIP

The Town engages in strong, sustainable public-private partnerships to improve the quality of life for everyone.

Action #1 *Explore feasibility of partnerships to develop a social services community hub for community health priorities such as food security, mental health, drug addiction and homelessness*

Work	Timing	Budget	Staff Responsible
• Work with partners to form plan	Sep 1, 2020	TBD	CAO
• Community Safety Plan	18 Months	TBD	Council/County/Clerk

Action #2 *Explore future partnerships with Venture 13 to promote innovation, education and entrepreneurial opportunities*

Work	Timing	Budget	Staff Responsible
• Complete V13 Strategic Plan	Sep 2019	N/A	CAO
• Execute Plan	Oct 2019	TBD	CAO

Action #3 *Continue to work with Sustainable Cobourg and other stakeholders on greening Cobourg initiatives*

Work	Target Date	Budget	Staff Responsible
• Form Sustainability and Climate Change Advisory Cttee	Complete	N/A	Council/Clerk
• Work with Committee and Stakeholders to Plan Programs	Dec 2019	N/A	Clerk
• Hire a Climate Change/Environmental Consultant	Mar 2020	TBD	DPW/Clerk
• Prepare a Climate Action Plan	Dec 2020	TBD	DPW
• Prepare a Town Wide Community Sustainability Plan	Dec 2021	\$100,000	DPD/CAO/DPW/Clerk
• Complete Plans	2022	N/A	DPD/CAO/DPW/Clerk
• Execute Plans and On-going Projects	2022+ - Ongoing	TBA	Council/Staff

Action #4 **Work with transit authorities in the area to integrate transit services, including accessible and active transportation services**

Work	Timing	Budget	Staff Responsible
Convene stakeholders meetings	On-going	N/A	DPW
Prepare west Northumberland integrated transit study RFP following completion of County's Go Transit Expansion Business Case.	Oct 2019	N/A	DPW
Tender and conduct west Northumberland integrated transit study RFP	Dec 2019	N/A	DPW
Execute west Northumberland integrated transit study	Jun 2020	TBD	DPW
Execute study recommendations	TBD	TBD	DPW

Action #5 **Facilitate meaningful collaboration with Cobourg citizens**

Work	Timing	Budget	Staff Responsible
Corporate Communication Initiatives	On-going	TBA	CM/Directors
Use and Engagement with Bang the Table	On-going	TBA	CM/Directors

Pillar: PROSPERITY

The Town Plans for, markets and develops assets for economic growth and financial security.

Action #1 **Develop a policy for establishing shovel ready development lands**

Work	Timing	Budget	Staff Responsible
• Develop policy	Aug 2019	N/A	CAO
• Provide work plan to Council	Oct 2019	TBA	CAO
• Execute plan	TBA	TBA	CAO

Action #2 *Coordinate funding opportunities to optimize community development capital and special project funding opportunities*

Work	Timing	Budget	Staff Responsible
• Create funding opportunities officer/Coordinate with the County	Sep 2019	N/A	CAO
• Execute plan	TBD	TBD	CAO

Action #3 *Review feasibility of expanding Northam Industrial Park*

Work	Timing	Budget	Staff Responsible
• Future Utilization Plan of the Northam Park	Jul 2020	N/A	CAO/TREAS/DPD/DPW

Action #4 *Explore innovative solutions to improve connectivity between beach/waterfront and downtown Cobourg*

Work	Timing	Budget	Staff Responsible
• Victoria Square Connection Phase 4	TBD	N/A	DPW/DCS
• Special Event Integration	Ongoing		DCS
• DBIA Collaboration	Ongoing		All Divisions
• Implement recommendations of all Master Plans	Ongoing	TBA	All Divisions

Action #5 *Develop resources to support small businesses coming to Cobourg*


Work	Timing	Budget	Staff Responsible
• Complete gap analysis to identify supports not in place	Dec 1, 2019	N/A	CAO
• Develop required supports	TBD	TBD	CAO

Action #6 *Review the mandate of Town Economic Development Department*

Work	Timing	Budget	Staff Responsible
• Service Delivery Review - Building Efficiencies Funding	2019/2020	\$100,000	CAO

Definitions

CAO	Chief Administrative Officer	DPW	Director of Public Works	TBA	To be Announced
TREAS	Director of Corporate Services	DCS	Director of Community Services	TBD	To be Determined
DPD	Director of Planning and Development Services	CM	Communications Manager	RFP	Request for Proposal

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor, Deputy Mayor and Council Members	
FROM:	Brent Larmer	
TITLE:	Municipal Clerk/Manager of Legislative Services	
DATE OF MEETING:	September 9, 2019	
TITLE / SUBJECT:	Mandatory Policy on Council and Staff Relations	
REPORT DATE:	August 22, 2019	File #:

1.0 STRATEGIC PLAN

Not Applicable

2.0 PUBLIC ENGAGEMENT

The topic of this Staff Report has not been subject to a Public Meeting as there is no requirement to hold a Public Meeting. Comments regarding this report should be submitted to the Municipal Clerks Office at clerk@cobourg.ca.

3.0 RECOMMENDATION

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

FURTHER THAT Council authorize the preparation of a by-law to be endorsed and be presented to Council for adoption at a Regular Council Meeting to approve the new Policy entitled "Council and Staff Relations Policy LED-ADM23; and

FURTHER THAT Council refer the draft policy and draft by-law to the September 23, 2019 Committee of the Whole Meeting of Council to provide Municipal Council with sufficient time for review and consideration, prior to Council approval.

4.0 ORIGIN

The Provincial Government introduced Bill 68, the Modernizing Ontario's Municipal Legislation Act, 2017, and the associated amendments to various Provincial Acts, which received Royal Assent on May 30, 2017.

Bill 68 amended subsection 270 (1) of the *Municipal Act, 2001* to require that all municipalities adopt and maintain a policy with respect to the relationship between members of council and the officers and employees of the municipality. Municipalities have the flexibility and authority to determine the content of this mandatory policy. The amendment to subsection 270(1) was proclaimed on March 1, 2019. The purpose of this report is to provide Council with a recommended policy with respect to the relationship between members of council and the officers and employees of the municipality as required under the new provisions of the *Municipal Act, 2001*.

The Town of Cobourg has a number of existing by-laws and/or policy documents that address the working relationships between staff and members of council. The proposed policy serves to identify specific relationship principles based on the aforementioned common messages that are intended to be equally applicable to both members of council and members of municipal staff. The principles of the proposed policy are:

1. Understanding the importance of, and difference between, the political/representative role and the administrative/operational management role necessary for the provision of efficient, responsible, transparent and accountable municipal governments; and
2. The need for mutual trust and respect between both parties for the effective execution of their respective duties and functions.

5.0 BACKGROUND

Subsection 270 (1) of the *Municipal Act, 2001* requires municipalities to adopt and maintain policies with respect to a number of matters. Bill 68 added a new paragraph 2.1 that requires municipalities to adopt and maintain a specific policy related to the relationship between members of council and the officers and employees of the municipality. The requirement for the adoption of the council-staff relations policy became effective on March 1, 2019.

6.0 ANALYSIS

The attached policy was drafted by the Towns Integrity Commissioner, Aird and Berlis with comment and review by the Municipal Clerks Office. The proposed policy outlines the roles Council and staff have in committing to a respectful and

productive relationship between and amongst Council, members of Council, and the officers and employees of the municipality.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no financial or budget implications related to this Staff Report.

8.0 CONCLUSION

THAT Council receive the report from the Municipal Clerk/Manager of Legislative Services for information purposes and Council refer the draft policy and draft by-law to the September 23, 2019 Committee of the Whole Meeting of Council to provide Municipal Council with sufficient time for review and consideration for final approval.

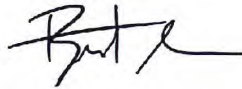
9.0 POLICIES AFFECTING THE PROPOSAL

N/A

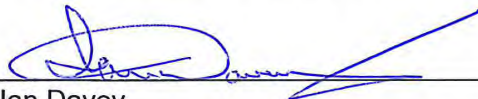
10.0 COMMUNICATION RESULTS

The final approved Policy will be uploaded to the Town of Cobourg Website under Policies.

12.0 AUTHORIZATION/SIGNATURES



Brent Larmer
Municipal Clerk/Manager of Legislative Services



Ian Davey
Treasurer/Director of Corporate Services



CORPORATION OF THE TOWN OF COBOURG

Division: Corporate Services

Effective Date:

Department: Legislative Services

Approval Level: Council

Policy Title: Staff/Council Relations Policy
- Administration

Section # 3-1
Policy # LEG-ADM23

Purpose

1.0 STATEMENT AND PURPOSE

- 1.1 The Corporation of the Town of Cobourg takes pride in providing a positive and healthy workplace for its employees through promoting and nurturing good relations and communications between Council and all levels of staff guided by the Code of Conduct for Members of Council and Local Boards, the Discrimination & Harassment-Free Workplace Policy, and the Procedural By-Law.
- 1.2 The purpose of this Policy is to set out a general standard to ensure that Council and Staff share a common understanding of their respective roles and responsibilities as well as a common basis of their relationship, and to set out acceptable standards to govern their relationship and to which all Council Members and Staff are expected to adhere to and comply with.
- 1.3 The purpose of this Policy is to establish a policy to govern the relationship between Members of Council and Staff of the Town in accordance with paragraph 2.1 of subsection 270(1) of the *Municipal Act, 2001*.

Policy

2.0 Statement of Principles

- 2.0 This Policy is intended to set a high standard for relations between Council and Staff in order to provide good governance, trust and collaboration and instill a high level of public confidence in the administration of the Town by its Members as duly elected public representatives and its Staff as public administrators.
- 2.1 The following key statements of principle are intended to guide Council and Staff and to assist with the interpretation of the Policy:
 - Council and Staff shall recognize that positive and respectful internal relations are central to the collective ability of Council Members and Staff to work together and to provide good governance and instill a high level of public confidence in the administration of the Town;
 - Members and Staff shall relate and interact with one another in a respectful, professional and courteous manner;



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- Members and Staff shall understand and respect each other's respective roles and responsibilities; and
 - Members and Staff shall work together in furtherance of the common goal of serving the public good.

The above statements are key principles that are intended to facilitate an understanding, application and interpretation of the Policy – these principles are not operative provisions of the Policy.

3.0 General Obligations

3.0 In all respects, Members and Staff shall:

- (a) relate to one another in a courteous, respectful and professional manner;
- (b) maintain formal working relationships in order to promote equality and discourage favouritism, which includes but is not limited to using proper titles and avoiding first names during public meetings or formal business dealings;
- (c) understand their respective roles and responsibilities, and appreciate and respect the roles and responsibilities of the other;
- (d) work together to produce the best results and outcomes for the Town and always for the collective public interest of the Town; and
- (e) act in a manner that enhances public confidence in the Council, Staff and the Corporation as a whole.

4.0 Roles and Responsibilities of Members

4.0 Members acknowledge and agree that:

- (a) Council as a whole is the governing body of the Town and that it comprises a collective decision-making body and that individual Members only have a single vote;
- (b) they are representatives of the entire Town;



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- (c) Staff serve the whole of Council rather than any individual Member;
 - (d) they govern, provide political direction collectively by setting policy and making decisions as Council as a whole;
 - (e) they will respect the administrative and managerial chain of command by:
 - (i) presenting to Council for approval, any item for direction to Staff;
 - (ii) directing any questions or concerns in relation to the administration or management of the Town to the CAO for his/her consideration,
 - (iii) giving direction to Staff only as Council and through the CAO,
 - (iv) shall not become involved in the operations of the Corporation or the management of Staff.
 - (f) they shall use and respect Staff time effectively, which includes but is not limited to only referring essential matters to Staff for reports;
 - (g) they ensure any requests for information to Staff that were not received at a meeting of Council are made in writing to the CAO and circulated in writing to all Members;
 - (h) they understand that Staff will undertake significant projects only if they have been directed to do so by Council through the CAO;
 - (i) they shall notify either the CAO or appropriate director or Clerk, whenever possible, if an action or position of Staff is to be questioned or criticized at a public meeting to ensure Staff has sufficient time to formulate an intelligent, informed and helpful response for the consideration of Council and that any such questioning or criticism shall be undertaken with courtesy, respect and professionalism, and in no event shall there be any attempt to criticize, humiliate, berate, disparage or denigrate Staff and that they shall refrain from doing so publicly criticizing members of Staff in relation to their intelligence, integrity, competence or otherwise;
 - (j) they shall request advice from the Clerk about the appropriate wording of motions, amendments, and formal directions of Staff, in advance of Council



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meetings whenever possible that will be placed before Council to consider and discuss;

- (k) they shall request information regarding meeting agendas or minutes from the Clerk;
- (l) as individual Members, they have no greater access to records or information held by the Town than any member of the public and that they cannot access records or information otherwise protected from disclosure by the *Municipal Freedom of Information and Protection of Privacy Act* or in accordance with the process set out in that statute;
- (m) they shall recognize Staff are not expected to provide information or respond to requests or take action in outside of regular administrative business hours, except in extenuating circumstances;
- (n) certain members of Staff are statutory officers and have specific statutory authorities, duties, powers and responsibilities that cannot be interfered with or derogated from;
- (o) they shall at all times comply with the Town's Code of Conduct for Members of Council; and
- (p) they shall at all times comply with all policies relating to the Town and Council that the Council may implement from time to time.

5.0 Roles and Responsibilities of Staff

5.0 Staff acknowledge and agree that:

- (a) Council is the collective decision-making and governing body of the Town and is ultimately responsible to the electorate for the good governance of the Town;
- (b) they shall implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions and any duties specifically assigned to them by Council;
- (c) they shall assist Council in their decision-making process with respect to its decision, policies and programs by providing Council with information based on



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professional expertise, research and good judgment in a professional and timely manner;

- (d) they shall serve the whole of Council rather than any individual Member;
- (e) all Members are equal and shall be treated as such and always with courtesy, respect and professionalism;
- (f) they shall respond to inquiries from Council and provide appropriate and timely follow-up to such inquiries as necessary through the CAO or Director;
- (g) they shall ensure any responses to requests for information by a Member that were not received at a meeting of Council are circulated to all Members through either the CAO, appropriate Director or Clerk;
- (h) they shall refrain from becoming involved in the policy and decision-making process of Council, outside of ensuring that Council is provided with the information necessary and analysis in order to make their decisions and that Council is aware of any issues that may impact such decisions;
- (i) they shall diligently and impartially implement Council's decisions;
- (j) they shall notify the Director or the CAO, as appropriate, of any issues that may impact the Town and of ongoing activities in each department;
- (k) they shall not speak publicly on any matter respecting any Council decisions or policies without authorization to do so, and without limiting the generality of the foregoing, shall not publicly criticize any decision or policy of Council;
- (l) they shall refrain from publicly criticizing decisions of Council or Members in relation to their intelligence, integrity, competence or otherwise; and
- (m) they shall at all times comply with any policies relating to Staff that the Council may implement from time to time.



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- **Administration**

Section # **3-1**
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6.0 COMPLAINT PROCESS

6.1 The Clerk shall be responsible for receiving complaints and/or concerns related to this policy. A complaint or concern with respect to an officer or an employee of the Town of Cobourg shall be submitted in writing on the attached Form 1. A formal complaint with respect to a Member shall be submitted in writing on the Council Code of Conduct - Formal Complaint Form. Upon receipt of a complaint and/or concern, the Clerk shall notify:

- a) In the case of an officer or an employee of the Town of Cobourg, the Chief Administrative Officer; and
- b) In case of the Chief Administrative Officer, the Mayor; and
- c) In the case of a Member of Council, the Integrity Commissioner.

Definitions:

7.0 The following terms shall have the following meanings in this Policy:

- (a) "CAO" means the Chief Administrative Officer of the Town;
- (b) "Clerk" means the person appointed by Council pursuant to Section 228 of the Municipal Act, 2001, in the Town of Cobourg.
- (c) "Council" means the council for the Town;
- (d) "Deputy Mayor" means the deputy mayor of the Town;
- (e) "Mayor" means the head of Council;
- (f) "Member" means a Member of Council;
- (g) "Policy" means this Council and Staff Relations Policy;
- (h) "Staff" means the CAO and all officers, directors, managers, supervisors and all non-union and union employees, whether full-time, part-time, contract, seasonal



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or volunteer employees, as well as agents and consultants acting in furtherance of the Town's business and interests; and

- (i) "Town" means The Corporation of the Town of Cobourg.

Scope

8.0 Application and Purpose

- 8.1 This Council and Staff Relationship Policy applies to all Members of the Council of the Town of Cobourg, including the Mayor, Deputy Mayor, and all members of Staff of the Town of Cobourg.

Administration


The Chief Administrative Officer shall designate the Municipal Clerk to implement and administer the terms of this policy and shall establish related operating procedures as required.

Cross Reference

Policy #

Procedure #

Resolution #	Revision Description:	Signature/Municipal Clerk: _____	Council Approval Date:
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 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:	Monday September 9, 2019	
TITLE / SUBJECT:	Code of Conduct Policy for Municipal Council and Local Boards	
REPORT DATE:	August 26, 2019	File #:

1.0 STRATEGIC PLAN

Not Applicable

2.0 PUBLIC ENGAGEMENT

The topic of this Staff Report has not been subject to a Public Meeting as there is no requirement to hold a Public Meeting. Comments regarding this report should be submitted to the Municipal Clerks Office at clerk@cobourg.ca. Staff is recommending that the Draft Policy be referred to the September 23, 2019 Committee of the Whole Meeting to provide additional time for Council and Public Review.

3.0 RECOMMENDATION

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

FURTHER THAT Council authorize the preparation of a by-law to be endorsed and be presented to Council for adoption at a Regular Council Meeting to approve the new Policy entitled "Code of Conduct for Members of Council and Local Boards LEG-ADM24; and

FURTHER THAT Council refer the draft policy and draft by-law to the September 23, 2019 Committee of the Whole Meeting of Council to provide Municipal Council with sufficient time for review and consideration, prior to Council approval.

4.0 ORIGIN

The *Municipal Act, 2001* authorizes a municipality to establish a Code of Conduct for Members of Council. The Act further authorizes a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing, in an independent manner, the application of the Code of Conduct.

5.0 BACKGROUND

The Town of Cobourg's Code of Conduct was approved in 2015, this was when Codes of Conducts were permissive and not mandatory. With the recent changes to accountability and transparency legislation at the Provincial level and the recent appointment of a new Town of Cobourg Integrity Commissioner, staff and the newly appointed Integrity Commissioner made it a priority to update and modernize the current Code of Conduct, to be sure the Town is upholding the highest quality of municipal administration and governance which can best be achieved by encouraging high standards of conduct on the part of all elected officials.

On July 22, 2019 Council approved the following Motion:

WHEREAS at the Committee of the Whole on July 22, 2019, Council considered a Memo from the Municipal Clerk/Manager of Legislative Services, regarding an outline of services and fees associated with the Integrity Commissioner for Training and Policy Review;

NOW THEREFORE BE IT RESOLVED THAT Council Pre-Approve \$10,000 in the 2020 Operating Budget to include a Line Item for Integrity Commissioner Services, to cover the costs of the suggested Town of Cobourg Integrity Commissioner policy review and educational training for Council, the Public and Staff.

As part of the approval of this motion, the Municipal Clerk engaged the services of the Integrity Commissioner to conduct a comprehensive and total review of the current Council and Local Board Code of Conduct which forms the purpose of this staff report.

6.0 ANALYSIS

The attached policy incorporates the required legislative revisions based on Bill 68 Modernizing the *Municipal Act, 2001* and also includes revisions based on the Integrity Commissioners knowledge and expertise of what is best practice for a Code of Conduct for municipalities. The Municipal Clerk has been working with the Integrity Commissioner to review and revise the Code of Conduct for Members of Council and Local Boards.

The Integrity Commissioner has provided to Council a recommended revised Code of Conduct for Members of Council and Local Board Members which is attached as Appendix "A" to this report.

In addition, the Integrity Commissioner will be in attendance on September 23, 2019 to present the revised Code of Conduct to Council with the Municipal Clerk to present the new Code of Conduct and answer any questions that Members of Council may have.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no financial implications or budget impacts related to this staff report.

8.0 CONCLUSION

THAT Council authorize the preparation of a by-law to be endorsed and be presented to Council for adoption at a Regular Council Meeting to approve the new Policy entitled "Code of Conduct for Members of Council and Local Boards LEG-ADM24 and Council refer the draft policy and draft by-law to the September 23, 2019 Committee of the Whole Meeting of Council to provide Municipal Council with sufficient time for review and consideration, prior to Council approval.

9.0 POLICIES AFFECTING THE PROPOSAL

Council Code of Conduct Policy
Staff Council Relations Policy (to be approved).

10.0 AUTHORIZATION/SIGNATURES



Brent Larmer
Municipal Clerk
Manager of Legislative Services



Ian Davey
Treasurer/Director of Corporate Services/ Interim CAO

APPENDIX 'A'

CORPORATION OF THE TOWN OF COBOURG



Division: Corporate Services

Effective Date:

Department: Legislative Services

Approval Level: Council

Policy Title: **Code of Conduct for Members
of Council and Local Boards
- Administration**

Section # **3-1**
Policy # **LEG-ADM24**

Purpose

1.0 STATEMENT AND PURPOSE

- 1.1 This Code of Conduct applies to all Members of the Council of the Town of Cobourg, including the Mayor and Deputy Mayor and, unless specifically indicated, and with necessary modifications, to all of the Town's committees, agencies, boards and commissions, which comprise and are defined as local boards in subsection 1(1) and section 223.1 of the *Municipal Act, 2001*.
- 1.2 The purpose of this Code of Conduct is to establish a general standard to ensure that all Members share a common basis for acceptable conduct, and to which all Members are expected to adhere to and comply with. This Code of Conduct augments other laws which Members are governed by and which requires Members to follow the Procedure By-law and other sources of applicable law, including but not limited to:
- *Municipal Act, 2001*
 - *Municipal Conflict of Interest Act*
 - *Municipal Elections Act, 1996*
 - *Municipal Freedom of Information and Protection of Privacy Act*
 - *Human Rights Code*
 - *Occupational Health and Safety Act*
 - *Provincial Offences Act*
 - *Criminal Code*
- 1.3 This Code applies to members of local boards but it is recognized that such members do not hold elected office nor do they represent the community in general. Members of local boards do not represent Council of the Town as whole unless mandated to do so.



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Policy

2.0 Statement of Principles

- 2.1 This Code of Conduct is intended to set a high standard of conduct for Members in order to provide good governance and a high level of public confidence in the administration of the Town by its Members as duly elected or appointed public representatives of local boards to ensure that they each operate from a foundation of integrity, transparency, justice, truth, honesty and courtesy.
- 2.2 The following key statements of principle are intended to guide Members and assist with the interpretation of the Code of Conduct:
- Members shall serve and be seen to serve the public in a conscientious and diligent manner;
 - Members shall observe and act with the highest standard of ethical conduct and integrity;
 - Members shall avoid the improper use of the influence of their office and act without self-interest;
 - Members shall act and are expected to perform their functions with honesty, integrity, accountability and transparency;
 - Members shall perform their duties and arrange their private affairs in a manner that promotes public confidence and that will bear close public scrutiny;
 - Members shall be cognizant that they are at all times representatives of the Town and of Council, recognize the importance of their duties and responsibilities, take into account the public character of their function, and maintain and promote the public trust in the Town; and
 - Members shall uphold the spirit and the letter of the laws of Ontario and Canada and the laws and policies adopted by Council.

The above statements are key principles that are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are *not* operative provisions of the Code of Conduct and are not intended to be enforced independently as such.



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4.0 General Obligations

4.1 In all respects, a Member shall:

- (a) make every effort to act with good faith and care;
- (b) conduct themselves with integrity, courtesy and respectability at all meetings of the Council or any committee and in accordance with the Town's Procedure By-law or other applicable procedural rules and policies;
- (c) seek to advance the public interest with honesty;
- (d) seek to serve their constituents in a conscientious and diligent manner;
- (e) respect the individual rights, values, beliefs and personality traits of any other person, recognizing that all persons are entitled to be treated equally with dignity and respect for their personal status regarding gender, sexual orientation, gender identity, gender expression, race, creed, religion, ability and spirituality;
- (f) refrain from making statements known to be false or with the intent to mislead Council or the public;
- (g) recognize that they are representatives of the Town and that they owe a duty of loyalty to the residents of the Town at all times;
- (h) accurately communicate the decisions of Council and respect Council's decision-making process even if they disagree with Council's ultimate determinations and rulings; and
- (i) refrain from making disparaging comments about another Member or unfounded accusations about the motives of another Member.

5.0 The Role of Staff

- 5.1 Council as a whole approves the budget, policies and governance of the Town through its by-laws and resolutions. An individual Member does not direct nor oversee the functions of the staff of the Town.
- 5.2 Town staff serve Council and work for the Town as a body corporate under the



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direction of the CAO. Members shall acknowledge, respect and have regard for the administration, managerial and organizational structure of the Town when requesting information or advice from staff.

- 5.3 A Member shall comply with the Town's Council and Staff Relationship Policy.
- 5.4 A Member shall not publicly criticize staff. Should a Member have any issue with respect to any staff member, such issue shall be referred to the CAO who will direct the matter to the particular staff member's appropriate superior.
- 5.5 A Member shall respect the role of staff in the administration of the business and governmental affairs of the Town, and acknowledge and appreciate that staff:
- (a) provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations and that a Member must not falsely or maliciously injure the reputation of staff members whether professional or ethical or otherwise;
 - (b) work within the administration of justice and that a Member must not make requests, statements or take actions which may be construed as an attempt to influence the independent administration of justice and, therefore, a Member shall not attempt to intimidate, threaten, or influence any staff member from carrying out that person's duties, including any duty to disclose improper activity; and
 - (c) carry out their duties based on political neutrality and without undue influence from any individual Member and, therefore, a Member must not invite or pressure any member of staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

6.0 Town Property

- 6.1 Council is the custodian of the assets of the Town. The community places its trust in Council and those it appoints to make decisions for the public good in relation to these assets.
- 6.2 By virtue of their office or appointment, a Member must not use or permit the use of the Town's land, facilities, equipment, supplies, services, staff or other resources for activities other than the business of the Town unless they are entitled to such use



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equally with any other resident and have paid fair market value for such use. No Member shall seek financial gain for themselves, family or friends from the use or sale of the Town's intellectual property, computer programs, technological innovations, or other patent, trademarks or copyright held by the Town.

7.0 Gifts and Benefits

- 7.1 Any gift to a Member risks the appearance of improper influence. Gifts may improperly induce influence or create an incentive for a Member to make decisions on the basis of relationships rather than in the best interests of the Town. A Member shall not accept a fee, advance, gift, gift certificate, cash, hospitality, loan or any form of personal benefit connected directly or indirectly with the performance of his or her duties except as provided in Section 7.2. A gift, benefit or hospitality provided with the Member's knowledge to a Member's spouse, child, or parent, or to a Member's staff that is connected directly or indirectly to the performance of the Member's duties is deemed to be a gift to that Member. Any doubt concerning the propriety of the gift should be resolved by the Member not accepting or keeping it.
- 7.2 For greater clarity, despite Section 7.1, a Member is entitled to accept any compensation, remuneration or benefits authorized by law but shall not accept any gift or benefit other than in the following circumstances:
- (a) such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
 - (b) a political contribution otherwise reported by law, in the case of a Member running for office;
 - (c) services provided without compensation by persons volunteering their time for a charitable or non-profit event or for the Member's re-election campaign;
 - (d) nominal tokens, mementos or souvenirs received as an incident of protocol or social obligation that normally accompanies the responsibilities of elected office or at a function honouring the Member;
 - (e) food, lodging, transportation and entertainment provided by provincial, regional and local governments or any agencies or subdivisions of them or by the federal government or by a foreign government within a foreign country, or by a



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conference, seminar or event organizer where the Member is either speaking or attending in an official capacity as a representative of the Town;

- (f) entrance fees or food and beverages consumed at banquets, receptions or similar events, if:
 - (i) attendance serves a legitimate municipal business purpose related to the normal business of the Town,
 - (ii) the person extending the invitation or a representative of the organization is in attendance, and
 - (iii) the value is determined by the Integrity Commissioner to be reasonable and the invitations are infrequent;
- (g) gifts not having a value greater than \$500;
- (h) benefits received as a door prize, raffle or similar draw at an event, conference or seminar attended by the Member; and
- (i) any gift or benefit, if the Integrity Commissioner is of the opinion, before the gift or personal benefit has been accepted, that it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the Member in the performance of his or her duties.

7.3 A Member who has received and accepted a gift or benefit pursuant to Section 7.2(a), (f), (g), (h) and (i) shall file a disclosure of the gift or benefit indicating the person, body or entity from which it was received together with the estimated value of the gift or benefit in accordance with the Disclosure Statement set out in Appendix "A". A Member shall provide the Disclosure Statement to the Clerk on an annual basis by March 31 for the preceding calendar year and it shall be a matter of public record.

7.4 A Member shall not seek or obtain by reason of his or her office any personal privilege or advantage with respect to municipal services not otherwise available to the general public and not connected directly or indirectly to the performance of the Member's duties.



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8.0 Confidential Information

8.1 Members receive confidential information from a number of sources as part of their work as elected officials. This includes information received in confidence by the Town that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws and information received during closed meetings of Council or committees of local boards. Examples of types of information that a Member must keep confidential, unless expressly authorized by Council or as required by law, include, but are not limited to:

- (a) matters related to ongoing litigation or negotiation, or that is the subject of solicitor-client privilege;
- (b) information provided in confidence, for example, the identity of a complainant where a complaint is made in confidence, personal information of an individual derived from municipal records or other information that a Member receives in confidence by virtue of their office as an elected representative;
- (c) price schedules in contract tender or request for proposal submissions if so specified;
- (d) personnel matters about an identifiable individual;
- (e) "personal information" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*;
- (f) any census or assessment data that is deemed confidential; and
- (g) the purchase or sale of personal or real property by the Town.

8.2 A Member shall not disclose the content of any confidential information, or the substance of deliberations, of a closed meeting. A Member has a duty to hold any information received at closed meetings in strict confidence for as long and as broadly as the confidence applies. Any hard copies of confidential documents received at a closed meeting are to be turned into the Clerk at the end of the closed meeting. A Member shall not, either directly or indirectly, release, make public or in any way divulge any such information or any confidential aspect of the closed deliberations to anyone, unless authorized by Council or as required by law.



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- 8.3 A Member shall not disclose, use or release confidential information in contravention of applicable privacy laws. Members are only entitled to information in the possession of the Town that is relevant to matters before the Council, or a committee. Otherwise, Members enjoy the same access rights to information as any other member of the community or resident of the Town and must follow the same processes as any private citizen to obtain such information.
- 8.4 A Member shall not misuse confidential information in any way or manner such that it may cause detriment to the Town, Council or any other person, or for financial or other gain for themselves or others.
- 8.5 A Member shall respect the right to confidentiality and privacy of all clients, volunteers and staff, and should be aware of their responsibilities under applicable legislation, municipal policies, procedures and rules, ethical standards and, where appropriate, professional standards.
- 8.6 A Member shall not disclose any confidential information received by virtue of his or her office, even if the Member ceases to be a Member.
- 9.0 Discrimination and Harassment**
- 9.1 A Member shall treat all members of the public, one another and staff with respect and without abuse, bullying or intimidation and ensure that their work environment is free from discrimination and harassment.
- 9.2 A Member shall not use indecent, abusive, demeaning or insulting words, phrases or expressions toward any member of the public, another Member or staff. A Member shall not make comments or conduct themselves in any manner that is discriminatory to any individual based on the individual's race, colour, ancestry, citizenship, ethnic origin, place of origin, creed or religion, gender, gender identity, gender expression, sexual orientation, marital status, family status, disability, age or record of offences for which a pardon has not been granted.
- 9.3 A Member shall comply with the Town's workplace harassment and violence policy.



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10.0 Improper Use of Influence

- 10.1 A Member shall not use the influence of their office or appointment for any purpose other than the exercise of his or her official duties in the public interest.
- 10.2 A Member shall not use the status of their position to influence the decision of another person to the private advantage or non-pecuniary interest of themselves, their parents, children or grandchildren, spouse, or friends or associates, or for the purpose of creating a disadvantage to another person or for providing an advantage to themselves.

11.0 Conflicts of Interest

- 11.1 A Member shall seek to avoid conflicts of interest, both pecuniary and non-pecuniary. A Member shall comply with the requirements of the *Municipal Conflict of Interest Act* with respect to obligations relating to pecuniary interests. A Member shall take proactive steps to mitigate any non-pecuniary conflicts of interest in order to maintain public confidence in the Town and its elected officials.
- 11.2 Members are encouraged to seek guidance from the Integrity Commissioner when they become aware that they may have a conflict of interest between their responsibilities to the public as a Member and any other pecuniary interest or non-pecuniary interest.

12.0 Council Policies and Procedures

- 12.1 A Member shall observe and adhere to the by-laws, policies, procedures and rules enacted and/or established from time to time by Council.

13.0 Election Activity

- 13.1 A Member is required to conduct themselves in accordance with the *Municipal Elections Act, 1996* and any of the Town's policies pertaining to elections. The use of the Town's resources, both property and staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.



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14.0 Communications and Media Relations

- 14.1 In order to foster respect for the decision-making process of Council, Members shall fairly and accurately communicate the decisions of Council, even if they disagree with its decision. Members may publicly express disagreement with a decision but shall do so in a respectful manner that does not belittle, ridicule or disrespect the decision or any Members who voted in favour of the decision.
- 14.2 Members shall not indicate, implicitly or explicitly, in any communications with the media that they speak on behalf of Council, unless they have been expressly authorized to do so by Council.
- 14.3 Members shall refrain at all times from making any comments of a disparaging nature about any Members, any municipal staff or any persons of the public.

15.0 Social Media

- 15.1 Members using social media shall:
- (a) ensure that all posts are accurate before uploading content to the internet;
 - (b) obtain permission before posting any third-party content;
 - (c) follow the same principles and guidelines as for other forms of communication by employing sound judgment and common sense, by acting with respect, dignity, courtesy and empathy manner and by adhering to all of the General Principles set out in the Code of Conduct; and
 - (d) ensure that it is noted that communications that are Member and constituent-related do not necessarily reflect the existing or future opinions, views or decisions of the Council.

16.0 Respect for the Code of Conduct

- 16.1 A Member shall respect the process for complaints made under the Code of Conduct or through any process for complaints adopted by the Town. A Member shall not act in reprisal or threaten reprisal against a person who makes a complaint or provides information to the Integrity Commissioner during an investigation. A Member shall



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interact courteously and respectfully with the Integrity Commissioner and with any person acting under the direction of the Integrity Commissioner. Member shall not act in reprisal or threaten reprisal in against the Integrity Commissioner or any person acting under the instructions of the Integrity Commissioner. The Integrity Commissioner is authorized to report any incidents of threats or reprisals to Council or the local board and may recommend penalties or remedial or corrections measures or actions.

16.2 A Member shall cooperate with requests for information during any investigations or inquiries under the Code of Conduct and shall not:

- (a) interfere with or obstruct an investigation by the Integrity Commissioner;
- (b) destroy or damage documents or erase electronic communications; or
- (c) refuse to respond to the Integrity Commissioner where a complaint has been filed under the Code of Conduct or any process for complaints adopted by the Town.

17.0 Declaration of Office

17.1 Members are expected to adhere to the specific declarations as well as the spirit of the promises they made to abide by various duties when they swore their declaration of office under section 232 of the *Municipal Act, 2001*.

18.0 Penalties for Non-Compliance with the Code of Conduct

18.1 Where Council receives a report from the Integrity Commissioner that there has been a violation of the Code of Conduct by a Member, Council may impose the following penalties on the Member:

- (a) a reprimand; or
- (b) a suspension of the remuneration paid to the Member in respect of his or her services as a Member for a period up to ninety (90) days.

18.2 In the case of a local board, if the Council has not imposed either of the penalties set out in Section 18.1 on its Member, the Integrity Commissioner may report to the local board that, in his or her opinion, the Member has contravened the Code of Conduct in which case the local board may impose the penalties set out in Section 18.1.



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19.0 Remedial or Corrective Actions

19.1 Council may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective or remedial actions, and require that the Member:

- (a) provide a written or verbal apology;
- (b) return property or make reimbursement of its value or of money spent;
- (c) be removed from or not be appointed to the membership on a committee of Council;
- (d) be removed from or not be appointed as chair of a committee of Council; and
- (e) comply with any other remedial or corrective action or measure deemed appropriate by the Integrity Commissioner.

19.2 In the case of a local board, if the Council has not imposed either of the penalties set out in Section 18.1 on its Member or any remedial or corrective actions under Section 19.1, the local board may impose such remedial or corrective actions as are set out in Section 19.1.

20.0 Legal Fees

20.1 A Member of Council is entitled to seek the advice of the Integrity Commissioner with respect to the Member's obligations under the Code of Conduct, any ethical procedure, policy or rule, and sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*. As such, a Member is solely responsible for his or her own legal costs if they retain a lawyer or paralegal to provide counsel, advice or representation on any matter related to the Code of Conduct, any ethical procedure, policy or rule, and sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*, including, but not limited to, an investigation and the imposition of penalties or remedial or corrective actions recommended by the Integrity Commissioner and imposed by Council.

21.0 Complaint Protocol

21.1 The Complaint Protocol is Appendix "B" to the Code of Conduct and applies to



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complaints and requests under the Code of Conduct and the *Municipal Conflict of Interest Act*.

22.0 Integrity Commissioner Annual Report

22.1 The Integrity Commissioner shall provide an Annual Report to Council in March in each year detailing its activities, including advice, education and investigations over the previous year and such periodic reports as the Integrity Commissioner consider may be necessary for the purposes of discharging its obligations to the Council and the Town.

23.0 Definitions

23.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) "CAO" means the Chief Administrative Officer of the Town;
- (b) "child" means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family;
- (c) "Clerk" means the Clerk of the Town;
- (d) "confidential information" means information or records that are in the possession, in the custody or under the control of the Town that the Town is either precluded from disclosing under the *Municipal Act, 2001* or other applicable legislation, its Procedure By-law or any of its other by-laws, policies, rules or procedures, or that it is required to refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act* or other legislation;
- (e) "conflict of interest" means a situation in which a Member has competing interests or loyalties between the Member's personal or private interests and his or her public interests as an elected representative such that it might influence his or her decision in a particular matter;
- (f) "Council" means the council for the Town and includes, as the context may require and with all necessary modifications, any of the Town's committees,



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agencies, boards or commissions, which are defined as local boards in subsection 1(1) and section 223.1 of the *Municipal Act, 2001*;

- (g) “Deputy Mayor” means the member of council who holds the position of Deputy Mayor of the Town;
- (h) “frivolous” means of little or no weight, worth, importance or any need of serious notice;
- (i) “gift” means any kind of benefit, contribution or hospitality that has any financial or monetary value and includes the forms of benefits and hospitality that are set out in Section 7.0;
- (j) “Integrity Commissioner” means the person appointed by Council pursuant to section 223.3 of the *Municipal Act, 2001* to independently carry out the functions set out therein and such other functions as may be assigned by Council from time to time;
- (k) “local board” means any committee, agency, board or commission of the Town, which is a local board as defined in subsection 1(1) and section 223.1 of the *Municipal Act, 2001*, and includes a joint board;
- (l) “Mayor” means the head of Council for the Town;
- (m) “media” includes any radio, television, newspaper, magazine, website, blog, social media, twitter feed or any other vehicles for the public dissemination of information, whether digital, electronic or print;
- (n) “meeting” means a regular, special or other meeting of Council or a committee of Council where:
 - (i) a quorum of Members is present, and
 - (ii) Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of Council;
- (o) “Member” means a Member of the Council for Town or a member of a local board, including a member of a joint board if that member is appointed by the Council to the joint board;



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- (p) “non-pecuniary interest” means a private or personal interest that a Member may have that is non-financial in nature and that would be considered by a reasonable person, apprised of all the circumstances, as being likely to influence the Member’s decision in any matter in which the non-pecuniary interest arises, and may include, but is not limited to, an interest that arises from a relationship with a person or entity;
 - (q) “parent” means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;
 - (r) “pecuniary” means relating to or consisting of money or having financial or economic value;
 - (s) “social media” means any third-party hosted technologies that allow the creation and exchange of user-generated content to share opinions, information and documents, and includes blogs, discussion boards and forums, microblogs, photo-sharing sites, social networks and video sharing services;
 - (t) “spouse” means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage;
 - (u) “staff” means the CAO and all officers, directors, managers, supervisors and all administrative staff, whether full-time, part-time, contract, seasonal or volunteer, as well as agents, consultants and volunteers acting in furtherance of the Town’s business and interest;
 - (v) “Town” means The Corporation of the Town of Cobourg; and
 - (w) “vexatious” means troublesome or annoying in the case of being instituted without sufficient grounds and serving only to cause irritation and aggravation to the person being complained of.

Scope



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24.0 Application and Purpose

24.1 This Council and Staff Relationship Policy applies to all Members of the Council of the Town of Cobourg, including the Mayor, Deputy Mayor, and Councillors.

Administration

The Chief Administrative Officer shall designate the Municipal Clerk to implement and administer the terms of this policy and shall establish related operating procedures as required.

Cross Reference

Policy #

Procedure #

Resolution #	Revision Description:	Signature/Municipal Clerk: _____	Council Approval Date:
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APPENDIX "A"

DISCLOSURE STATEMENT FOR GIFTS OR BENEFITS

Member's Name: _____

Gift Received or Nature of Benefit: _____

Received From: _____

Date of Receipt: _____ Value or Estimate of Gift: _____

Please describe the circumstances under which the Gift or Benefit was received:

Please describe your intentions with respect to the Gift or Benefit:

Do you anticipate transferring the Gift or Benefit described above to the Town or the local board?

Yes, immediately _____ No _____

Member's Signature

Date



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APPENDIX "B" COMPLAINT PROTOCOL

PART A - INFORMAL COMPLAINT PROCEDURE

1. Any individual who identifies or witnesses behaviour or activity by a Member that they believe contravenes the Code of Conduct may seek to address the prohibited behaviour or activity themselves in the following manner by following the Informal Complaint Procedure:
 - (a) document the incident(s) where the Member may have contravened the Code of Conduct including dates, times, locations, other persons present, and any other relevant information;
 - (b) advise another person about the concerns regarding the Member's actions, to corroborate the incident;
 - (c) advise the Member that the behaviour or activity appears to contravene the Code of Conduct;
 - (d) identify to the Member the specific provision(s) of the Code of Conduct that may have been contravened;
 - (e) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to undertake to refrain from future occurrences of the prohibited behaviour or activity;
 - (f) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to settle or resolve the issue;
 - (g) if applicable:
 - (i) confirm to the Member that his or her response is satisfactory, or
 - (ii) advise the Member that his or her response is unsatisfactory;
 - (h) consider the need to pursue the matter in accordance with the Formal Complaint Procedure set out in Part B, or in accordance with any other applicable judicial or quasi-judicial process or complaint procedure.



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2. Individuals are strongly encouraged to pursue the Informal Complaint Procedure as the first means of remedying behaviour or activity of a Member that they believe violates the Code of Conduct.
 3. With the consent of both the complaining individual and the Member, the Integrity Commissioner may participate in any informal process. The parties involved are encouraged to take advantage of the Integrity Commissioner's potential role as a mediator/conciliator on issues relating to a complaint.
 4. The Informal Complaint Procedure is not a precondition or a prerequisite to pursuing the Formal Complaint Procedure related to the Code of Conduct set out in Part B.

PART B - FORMAL COMPLAINT PROCEDURE

Formal Complaints

1.
 - (1) Any individual who identifies or witnesses behaviour or activity by a Member that they reasonably believe contravenes the Code of Conduct may file a formal complaint to request an inquiry by the Integrity Commissioner as to whether a Member has contravened the Code of Conduct in accordance with the following requirements:
 - (a) all complaints shall be in writing on the prescribed form (Formal Complaint Form # 1) and shall be dated and signed by an identifiable individual (the "complainant");
 - (b) the complaint must set out reasonable and probable grounds for the allegation that the Member has contravened the Code of Conduct and must be accompanied by a supporting sworn affidavit setting out the evidence in full in support of the allegation; and
 - (c) Council may also file a complaint against any of its Members of an alleged contravention of the Code of Conduct by passing a resolution requesting the Integrity Commissioner to undertake an inquiry.
 - (2) An elector, as defined in section 1 of the *Municipal Conflict of Interest Act*, or a person demonstrably acting in the public interest (collectively, a "complainant") may file a formal request that the Integrity Commissioner carry out an inquiry concerning an alleged



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contravention of section 5, 5.1 or 5.2 of that statute by a Member in accordance with the following requirements:

- (a) all requests (also referred to as “complaints”) shall be in writing on the prescribed form (Complaint Form # 2), dated and signed by an identifiable individual (the “complainant”);
 - (b) the request shall include a statutory declaration attesting to the fact that:
 - (i) the complainant became aware of the contravention not more than six (6) weeks before the date of the complaint, or
 - (ii) in the case where the complainant became aware of the alleged contravention during the period of time described in paragraph 1 of subsection 223.4.1(5) of the *Municipal Act, 2001*, that the complainant became aware of the alleged contravention during that period of time;
 - (c) Council may also pass a resolution requesting the Integrity Commissioner to undertake an inquiry respecting an alleged contravention of sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a Member and provide a statutory declaration as required by Section 1(2) to be sworn by a Member of Council.
- (3) Complainants who file a formal complaint under Sections 1(1) or 1(2) must provide a full and complete record of evidence to the Integrity Commissioner who is under no obligation whatsoever to, but may, seek additional information to supplement or complete the evidentiary record to substantiate or support the allegations set out in the complaint or request.

Filing of Complaint and Classification by Integrity Commissioner

2.

- (1) The complaint may be filed with:
 - (a) the Clerk by hard copy or by e-mail, or
 - (b) directly with Integrity Commissioner by a sealed hard copy or by email,to the addresses and/or email address(es) set out on the Town’s website.



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- (2) The Integrity Commissioner shall initially classify the complaint to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code of Conduct and not covered by other legislation or other Council procedures, policies or rules as set out in Section 3 or whether it is a request under sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*.

Complaints Outside Integrity Commissioner's Jurisdiction or Not for Investigation

3.

- (1) If the complaint, including the supporting affidavit or the statutory declaration, is not, on its face, a complaint with respect to non-compliance with the Code of Conduct or the complaint relates to matters addressed by other legislation under another of the Town's procedure, policy or rule, or the request in relation to sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall advise the complainant in writing as follows:

Criminal Matter

- (a) if the complaint is, on its face, an allegation of a criminal nature consistent with the *Criminal Code*, the complainant shall be advised that:
- (i) the Integrity Commissioner will refer it to the appropriate police service, or
 - (ii) the complainant may pursue it with the appropriate police service if the complainant wishes to pursue any such allegation;

Municipal Freedom of Information and Protection of Privacy Act

- (b) if the complaint is more appropriately addressed under the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter must be referred to the Clerk to deal with under its access and privacy policies under that statute;

Other Procedure, Policy or Rule Applies

- (c) if the complaint appears to fall within the scope of another procedure, policy or rule of the Town, the complainant shall be advised to pursue the matter under



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such procedure, policy or rule with the appropriate municipal official or staff member; and

Lack of Jurisdiction

- (d) if the complaint is, for any other reason not within the jurisdiction of the Integrity Commissioner (for example, it relates to a decision of Council or a local board as a whole and not one or more individual Members), the complainant shall be so advised and provided with any additional reasons and referrals as the Integrity Commissioner considers appropriate.
- (2) If the complaint with respect to non-compliance with the Code of Conduct or the request in relation to section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, relates to any of the following matters, the Integrity Commissioner shall advise the complainant in writing as follows:

Matter Already Pending

- (a) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a court proceeding, a human rights or workplace harassment complaint or similar process, or to a civil matter that is pending before the courts, the Integrity Commissioner may, in his/her sole discretion, suspend any investigation, in whole or in part, pending the result of the other process;

Similar Matter Already Pending

- (b) if the complaint is in relation to a similar matter which is subject to an outstanding complaint before the Integrity Commissioner, the Integrity Commissioner may, in his/her sole discretion, consider the matter in conjunction with the similar matter or deal with it separately, including not undertaking an inquiry if the matter can be adequately addressed in any report and/or recommendations made with respect to the complaint in the similar matter; and

Other Ethical Code or Policy Applies

- (c) if the complaint is in relation to a matter which is governed by a code of conduct, ethical code or similar procedure or policy of another body or entity which also



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governs the Members (for example, another board, body or committee to which the Member has been appointed), the Integrity Commissioner shall consider the most appropriate forum for the complaint and may, in his/her sole discretion, defer consideration of the matter pending any determination made by the other body or entity and shall so advise the complainant and, if necessary, the Member.

- (3) Nothing in Section 3 precludes the Integrity Commissioner from reporting to Council any matter summarily dismissed or not otherwise investigated.

Limitation Period

4.

- (1) The Integrity Commissioner shall not accept a complaint under the Code of Conduct for which the event giving rise to the complaint occurred or came to the attention of the complainant more than six (6) months prior to the date of the filing of the complaint. The complainant must establish that the event giving rise to the complaint occurred and/or came to the complainant's attention within six (6) months of the complaint being filed in accordance with Section 2.
- (2) The Integrity Commissioner shall not accept a request relating to section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* except in accordance with the requirements of subsections 8(2)-(6) of that statute and section 223.4.1 of the *Municipal Act, 2001*.

Refusal to Conduct Investigation

5. The Integrity Commissioner has a discretion as to whether to carry out an investigation. If the Integrity Commissioner is satisfied, after considering the information contained in the complaint, that a complaint:
- (a) is frivolous or vexatious,
 - (b) is not made in good faith,
 - (c) constitutes an abuse of process,
 - (d) discloses no grounds or insufficient grounds for an investigation, or
 - (e) does not warrant a full investigation,



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the Integrity Commissioner shall not be required to conduct an investigation and may summarily dismiss the complaint, and, where this becomes apparent during the course of an investigation, the Integrity Commissioner shall terminate the inquiry and provide notice to the complainant and, if necessary, to the Member: The Integrity Commissioner may report the refusal to conduct an investigation to Council.

Opportunities for Resolution

6. Following receipt and review of a formal complaint or at any time during the investigation where the Integrity Commissioner, in his or her discretion, believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the Member agree, efforts may be pursued to achieve an informal resolution.

Investigation

- 7.
- (1) The Integrity Commissioner may proceed as follows, except where the Integrity Commissioner has a full factual record and believes, in his or her sole discretion, that no additional information is required, or where otherwise required by the *Public Inquiries Act, 2009*, or where the Integrity Commissioner has not otherwise terminated the inquiry:
- (a) provide the Member with an outline of the complaint with sufficient particularity to allow the Member to understand the complaint against him or her but the Integrity Commissioner shall not have any obligation to disclose:
 - (i) the identity of the complainant, or
 - (ii) the identity of any witnesses set out in the complaint or persons that are questioned/interviewed by the Integrity Commissioner,unless it is essential for the Member to adequately respond to the complaint, which determination shall be made in the Integrity Commissioner's sole and absolute discretion;
 - (b) request that the Member provide a written response to the allegations in the complaint to the Integrity Commissioner within seven (7) days;



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- (c) provide a copy of the Member's response to the complainant with a request that any written reply be provided by the complainant to the Integrity Commissioner within seven (7) days; and
 - (d) extend the timelines set out above if the Integrity Commissioner deems it necessary to do so in his or her sole and absolute discretion.
- (2) If necessary, after reviewing the submitted materials, the Integrity Commissioner may contact and speak to or correspond with any other persons, access and examine any other documents or electronic materials, including any materials on the Town's computers and servers, and may enter any municipal work location relevant to the complaint for the purpose of investigation and potential resolution.
 - (3) The Integrity Commissioner may, but is under no obligation, to provide the Member with a draft of the proposed draft report on the complaint.
 - (4) The Integrity Commissioner shall not issue a report finding a violation of the Code of Conduct on the part of any Member unless the Member has had an opportunity to comment to the Integrity Commissioner in writing on any preliminary or proposed finding(s).
 - (5) The Integrity Commissioner may, but is under no obligation, to advise either the Member or the complainant of any proposed sanction or recommendation the Integrity Commissioner may include in the report to Council.
 - (6) The Integrity Commissioner may make interim reports to Council where necessary and as required to address any instances of interference, obstruction, intimidation, delay, reprisal or retaliation by the Member or by any other person encountered during the formal complaint investigation.
 - (7) The Integrity Commissioner is entitled to make such additional inquiries and provide such additional reports to Council where necessary and as required to address any instances of non-compliance with any decision of Council including the failure to comply with any penalties or corrective measure or actions imposed by Council.
 - (8) The Integrity Commissioner shall retain all records related to the complaint and investigation but may provide copies of certain records, in confidence, to the Town's administrative staff who are required to ensure that any such records are securely and confidentially retained.



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No Complaint Prior to Municipal Election

8.

- (1) Notwithstanding any other provision of this Complaint Protocol, no complaint may be filed with the Integrity Commissioner, no report shall be made by the Integrity Commissioner to Council during the period of time starting on nomination day for a regular municipal election year, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on the voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*.
- (2) If the Integrity Commissioner has received a complaint and has commenced an inquiry but has not completed the inquiry before nomination day in a regular municipal election year, the Integrity Commissioner shall terminate the inquiry on nomination day but may commence an inquiry in respect of the same complaint if within six (6) weeks after the voting day in a regular municipal election the individual who made the request makes a written request to the Integrity Commissioner in accordance with subsection 223.4(8) of the *Municipal Act, 2001*.

Advice Provided to Member by Integrity Commissioner

9.

- (1) Subject to Section 9(2), a Member is entitled to rely upon any written advice given by the Integrity Commissioner to the Member respecting the Code of Conduct in any subsequent consideration of the conduct of the Member in the same matter provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.
- (2) If the Integrity Commissioner applies to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, the Member is entitled to advise the judge of any written advice given by the Integrity Commissioner provided that the Member fully disclosed in writing all relevant facts known to him or her to the Integrity Commissioner and acted in accordance with the written advice provided by the Integrity Commissioner.



CORPORATION OF THE TOWN OF COBOURG

Division: Corporate Services

Effective Date:

Department: Legislative Services

Approval Level: Council

**Policy Title: Code of Conduct for Members
of Council and Local Boards
- Administration**

**Section # 3-1
Policy # LEG-ADM24**

-
- (3) A Member under investigation by the Integrity Commissioner shall not request advice from the Integrity Commissioner as to the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law with respect to any matter that the Integrity Commissioner is investigating or reviewing with respect to the Member, nor is the Member entitled to rely upon any statement(s) made by the Integrity Commissioner during the course of any investigation or review that may impact the Member's rights under the Code of Conduct, the *Municipal Conflict of Interest Act* or generally at law.

Authority to Abridge or Extend

10.

- (1) Notwithstanding any requirement, obligation or timeline, set out in the Code of Conduct or this Complaint Protocol, the Integrity Commissioner shall retain the right to abridge or extend any provision therein in the public interest.

Investigation Report

11.

- (1) The Integrity Commissioner shall report to the complainant and the Member no later than ninety (90) days after the official receipt of any complaint under the Code of Conduct. If the investigation process is anticipated to or takes more than ninety (90) days, the Integrity Commissioner shall provide an interim report to Council and must advise the parties of the approximate date the report will be available. The Integrity Commissioner may also, at his or her discretion, advise any witnesses or other persons of the approximate date the report will be available.
- (2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall report to Council outlining the findings, the terms of any settlement and/or any recommended remedial or corrective measure or action.
- (3) The Integrity Commissioner may provide a copy of the report to the complainant and the Member whose conduct has been investigated in advance of the public release of the report, in strict confidence until the report is publicly released. The Member shall have the right to address the report if it considered by Council.



CORPORATION OF THE TOWN OF COBOURG

Division: Corporate Services

Effective Date:

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- Administration**

**Section # 3-1
Policy # LEG-ADM24**

-
- (4) Where the complaint is not sustained, the Integrity Commissioner is not obligated to report to Council on the result of the investigation or any findings but may do so at his/her discretion and may also include such information as he/she deems necessary in a report or as part of an annual or other periodic report by the Integrity Commissioner.
- (5) The Integrity Commissioner shall complete the investigation under the *Municipal Conflict of Interest Act* no later than one hundred and eighty (180) days after the official receipt of any complaint validly made under Section 1(2) of this Part.

Findings

12.

- (1) If the Integrity Commissioner determines that:
- (a) there has been no contravention of the Code of Conduct, or section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, or
 - (b) a contravention occurred but:
 - (i) the Member took all reasonable measures to prevent it, including having sought and followed the advice of the Integrity Commissioner;
 - (ii) it was trivial,
 - (iii) it was committed through inadvertence, or
 - (iv) it resulted from an error in judgment made in good faith,
- the Integrity Commissioner may so state in the report and may make appropriate recommendations pursuant to the *Municipal Act, 2001*, including but not limited to, a recommendation of no penalty.
- (2) If the Integrity Commissioner:
- (a) considers it appropriate, once he or she has concluded the investigation under Section 1(2) of this Part, he or she may apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the Member has contravened section 5, 5.1 or 5.2 of that statute; or



CORPORATION OF THE TOWN OF COBOURG

Division: Corporate Services

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**Section # 3-1
Policy # LEG-ADM24**

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- (b) does not proceed with an application to the judge, he or she shall so advise the complainant and the Member in writing.
- (3) The Integrity Commissioner shall provide a written report to Council providing the reasons for his or her decision under Section 12(2).

Report to Council

- 13.
- (1) Upon receipt of a report from the Integrity Commissioner with respect to the Code of Conduct, the Clerk shall place the report on the next regular agenda of Council for consideration by Council and Council must consider the report at that meeting and may accept or refuse the recommendations set out in the report and accept, refuse or vary any penalties or sanctions or any remedial or corrective actions contained in the report.
- (2) A report from the Integrity Commissioner may also be considered by Council in advance of its next regular meeting should Council agree to hold a special or other meeting before its next regular meeting to consider the report.

Duty of Council

14. Council shall consider and make a determination on the Integrity Commissioner's report under Section 13 at the same meeting at which the report is tabled.

Public Disclosure

- 15.
- (1) The Integrity Commissioner and every person acting under his or her jurisdiction shall preserve confidentiality where appropriate and where it does not interfere with the course of any investigation, except as required by law and as required by this Complaint Protocol.
- (2) The Integrity Commissioner shall retain all records related to the complaint and investigation although copies may be provided to the Town's administrative staff, subject to the duty of confidentiality under subsection 223.5 of the *Municipal Act, 2001*.



CORPORATION OF THE TOWN OF COBOURG

Division: Corporate Services

Effective Date:

Department: Legislative Services

Approval Level: Council

Policy Title: Code of Conduct for Members
of Council and Local Boards
- Administration

Section # 3-1
Policy # LEG-ADM24

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- (3) The identity of the Member who is the subject of the complaint shall not be treated as confidential information in the Integrity Commissioner's report to Council. The identity of the complainant and of any other person, including any witnesses, may be disclosed if deemed appropriate and necessary by the Integrity Commissioner or if consented to by the complainant or any other person.
- (4) All reports from the Integrity Commissioner to Council shall be made available to the public by the Clerk.

Delegation by Integrity Commissioner

16. The Integrity Commissioner may delegate in writing to any person, other than a Member of Council, any of the Integrity Commissioner's powers and duties under Part V.1 of the *Municipal Act, 2001*.

Complaint Protocol Applicable to Local Boards and Members

17. The provisions of this Complaint Protocol shall apply, with modifications as necessary, to all local boards of the Town and their members.



CORPORATION OF THE TOWN OF COBOURG

Division: Corporate Services

Effective Date:

Department: Legislative Services

Approval Level: Council

Policy Title: **Code of Conduct for Members
of Council and Local Boards
- Administration**

Section # **3-1**
Policy # **LEG-ADM24**

Code of Conduct — Formal Complaint Form # 1

AFFIDAVIT

I, _____ (first and last name),
of the Town of _____ in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I reside at: _____ (full address) and
may be contacted at telephone: _____ and email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (name of Member),

a member of the Council of The Corporation of the Town of Cobourg or a local board of the Town has
contravened section(s) _____ of the Code of Conduct
of the Town of Cobourg. The particulars of which are attached hereto.

3. Facts constituting the alleged contravention (use separate page if required)

This affidavit is made for the purpose of requesting that this matter be reviewed and/or investigated by
the Town's Integrity Commissioner and for no other improper purpose.

SWORN (or AFFIRMED) before me at the)
the _____ of _____ on)
_____ (date))
_____)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false affidavit may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.



CORPORATION OF THE TOWN OF COBOURG

Division: Corporate Services

Effective Date:

Department: Legislative Services

Approval Level: Council

Policy Title: **Code of Conduct for Members
of Council and Local Boards
- Administration**

Section # **3-1**
Policy # **LEG-ADM24**

Municipal Conflict of Interest Act – Complaint Form # 2

STATUTORY DECLARATION

I, _____ (first and last name), of the
Town of _____ in the Province of Ontario.

I SOLEMNLY DECLARE THAT:

1. I reside at: _____ (full address) and
may be contacted at telephone: _____ and email: _____.

2. I have reasonable and probable grounds to believe that:

_____ (specify name of Member),
a member of the Council of The Corporation of the Town of Cobourg or a local board of the Town, has
contravened section(s) _____ of the *Municipal Conflict of Interest Act*,
R.S.O. 1990, c. M.50. The particulars of which are attached hereto.

3. I became aware of the facts constituting the alleged contravention not more than six (6) weeks ago
and they comprise the following: (use separate page if required)


This declaration is made for the purpose of requesting that this matter be investigated by the Town of
Cobourg's Integrity Commissioner and for no other improper purpose.

DECLARED before me at the _____)
the _____ of _____)
on _____ (date))
_____)

(Signature)

A Commissioner for taking affidavits etc.

Please note that signing a false declaration may expose you to prosecution under ss. 131 and 132 or 134 of the *Criminal Code*, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM:	Melissa Graham	
TITLE:	Small Business Facilitator	
DATE OF MEETING:	September 23, 2019	
TITLE / SUBJECT:	Cardinal Industrial Solutions Land Sale	
REPORT DATE:	September 10, 2019	File #: M04 COMPLAINTS, COMMENDATIONS & INQUIRIES – 2682194 Ontario Inc. (Cardinal Inquiry)

1.0 STRATEGIC PLAN
N/A

2.0 PUBLIC ENGAGEMENT
Lucas Point Business & Industrial Park Lands were previously designated surplus through the public engagement process.

3.0 RECOMMENDATION
THAT Council extends the original agreement dated March 27, 2019, for an additional 180 days, for the purchase of 2-acres of industrial land and a right of first refusal for an additional 2-acres of land, in the Lucas Point Business & Industrial Park by 2682194 Ontario Inc. (Cardinal Industrial Solutions). The parcel is located on Dodge Street fronting North and more specifically East of 180 Willmott Street as depicted in the attached dsurvey and aerial map.

4.0 ORIGIN
The Economic Development Department received an offer to purchase 2-acres of industrial land plus a Right of First Refusal for an adjacent 2-acres to the East from Cardinal Industrial Solutions. Cardinal provides a turn-key service and is licensed and trained for all aspects of new construction and maintenance, commercial or industrial projects.

5.0 BACKGROUND

An offer was received by the Economic Development Department from Mr. Bill Hutchings of Cardinal Industrial Solutions to purchase a 2-acre industrial lot to construct a 7,000 sq.ft metal-clad building including 2,000 sq.ft. of office space (sample rendering attached). The building will face North and front Dodge Street. This offer of 30,000/acre was accepted by council on April 30, 2018, with By-Law 002 - 2019 adopted by council on January 14, 2019, and By-law 019_2019 for the Right of First Refusal adopted on March 18, 2019.

Preliminary discussions indicate Cardinal may require both an entrance and an exit onto Dodge Street located on both the North and South sides of the building. This will allow trucks to circle the building for ease of shipping/receiving. The initial 2-acres will provide adequate room to develop the building with the additional 2 acres to the East for the company's anticipated future growth. This configuration will also keep the property lines to the South in-line with Rusco Windows & Doors at 180 Willmott Street.

Cardinal will require some outside storage however according to Mr. Hutchings, this will not exceed the maximum allowable 20% under the light industrial zoning. The aerial photo attached depicts the section of land the company is interested in. This has been discussed with the Planning Department and based upon the verbal information received to date by the company, we agree this may be a suitable site.

It should be noted that in accordance with the Town's Purchase Offer Agreement, the sale of the property will not close until site plan approval has been provided by the Town of Cobourg.

6.0 ANALYSIS

The Town's Planning Department staff have been consulted with regard to the location of the building and agree, that based upon the information provided, that the Dodge Street location is suitable, taking into account future development of this particular parcel of land within the park. It is further staff's opinion that the activities, as described by the proponent to be undertaken, are of an industrial nature and fit within the permitted uses of the Light Industrial zoning for this property.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

An offer has been received in the amount of \$30,000.00 per acre. A deposit of \$5,000.00 has been provided.

8.0 CONCLUSION

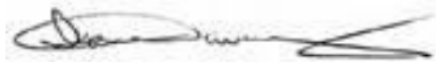
THAT Council extends the offer received for the purchase of 2-acres of land and a Right of First Refusal for an additional 2-acres of land, in the Lucas Point Business & Industrial Park by 2682194 Ontario Inc. (Cardinal Industrial

Solutions). The parcel is located on Dodge Street fronting North and more specifically East of 180 Willmott Street as depicted in the attached survey and aerial map.

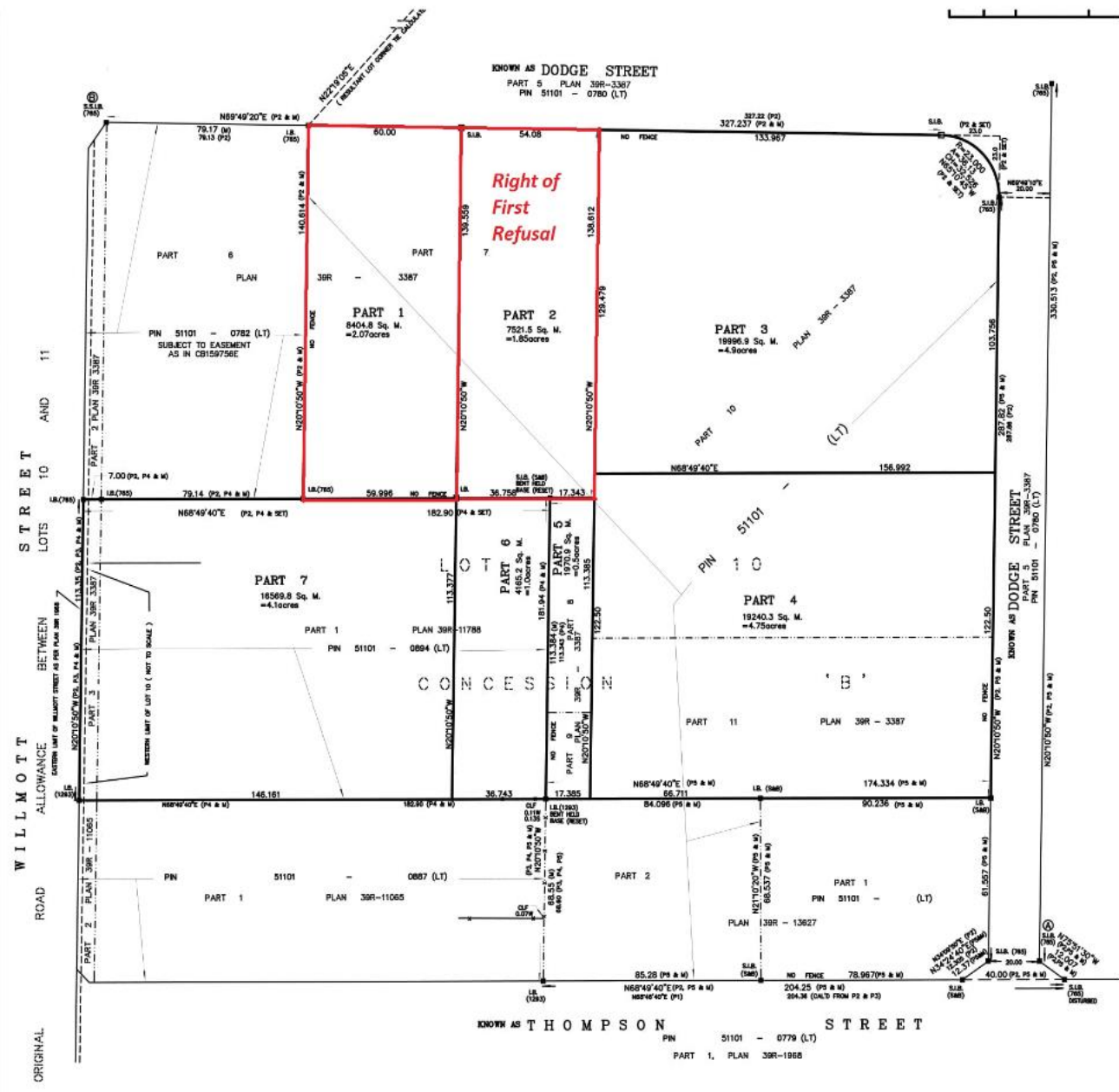
11.0 ATTACHMENTS


Cardinal Survey Cardinal Aerial map

12.0 AUTHORIZATION/SIGNATURES

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

Ian Davey
Treasurer/Director of Corporate Services



 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM:	Melissa Graham	
TITLE:	Small Business Facilitator	
DATE OF MEETING:	September 23, 2019	
TITLE / SUBJECT:	Loadstar Lucas Point Industrial Park Land Sale	
REPORT DATE:	September 10, 2019	File #: M04 COMPLAINTS, COMMENDATIONS & INQUIRIES – Loadstar

1.0 STRATEGIC PLAN

N/A

2.0 PUBLIC ENGAGEMENT

Lucas Point Business & Industrial Park Lands were previously designated surplus through the public engagement process.

3.0 RECOMMENDATION

THAT Council amends the initial agreement between Loadstar Trailers Inc for a total of 6.25 acres of light industrial land located in Lucas Point Business & Industrial Park. The parcel is located on Dodge Street fronting East as depicted in the attached aerial map.

4.0 ORIGIN

The Economic Development Department received an offer to purchase for 1.5 acres of industrial land to add to the clients existing offer to purchase of 4.5-acres which was approved by Council on January 14, 2019.

5.0 BACKGROUND

In July of 2015, Mr. Joseph Hopper of Loadstar Trailers Inc. inquired about purchasing land in Cobourg. Loadstar Trailers is currently located at 2655 Lakeshore Road, Port Hope, ON. The company is expanding and has outgrown its current building. After lengthy negotiations with both private and municipal land options being discussed, Mr. Hopper has determined the approximately 6.25 acres in Lucas Point to be the best option for the construction of his new building. His plan is to initially construct a basic

metal-clad building of approximately 20,000 sq.ft. including office space. There will be space available to the rear for the circulation of trailers, and the erection of an accessory building for sandblasting and storage requirements.

[Loadstar Trailers](#) manufactures trailers of all types and sizes (example below)



In the initial presentation to the council, the company had increased its employment by 3 to be 23 employees. It has since increased its employment by an additional 5 employees for a total of 28 employees. Once they move to Cobourg they hope to increase their employment by an additional 10-15 employees. Future increases in demand for their products indicates a further addition onto the building within 5 years. On January 14th, 2019, Council approved the offer of \$30,000/acre for the initial property of approximately 4.5 acres with a right of first refusal of approximately 2 acres, as per By-Law 001-2019.

6.0 ANALYSIS

The Town's Planning Department staff have been consulted with regard to the location of the building and agree, that based upon the information provided, that the Dodge Street location is suitable, taking into account future development of this particular parcel of land within the park. It is further staff's opinion that the activities, as described by the proponent to be undertaken, are of an industrial nature and fit within the permitted uses of the Light Industrial zoning for this property. Through the Town's Planning Department, a site plan application was received and approved by Council on August 12, 2019.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

An offer has been received in the amount of \$30,000.00 per acre. A deposit of \$5,000.00 has been provided.

8.0 CONCLUSION

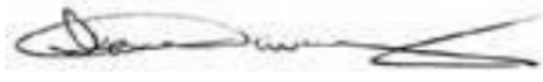
THAT Council approves the amendment of the initial agreement between 1978327 ONTARIO LTD (Loadstar Trailers Inc.) for a total of 6.25 acres of light industrial land located in Lucas Point Business & Industrial Park. The parcel is located on Dodge Street fronting East as depicted in the attached aerial map.

9.0 POLICIES AFFECTING THE PROPOSAL
N/A

10.0 COMMUNICATION RESULTS
N/A

11.0 ATTACHMENTS
Loadstar Survey Loadstar Aerial Map

12.0 AUTHORIZATION/SIGNATURES

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

Ian Davey
Treasurer/Director of Corporate Services

Ten Year Gifts	Price 10k gold plated	Price 10k gold
Emblem as a Lapel pin	<u>\$108.00</u>	<u>\$275.00</u>
Emblem as a Tie tack	<u>\$108.00</u>	<u>\$275.00</u>
Emblem as a Charm	<u>\$105.00</u>	<u>\$285.00</u>

Twenty Year Gifts	Price 10k gold plated	Price 10k gold
Emblem as a Lapel pin with one 2-point genuine ruby	<u>\$138.00</u>	<u>\$305.00</u>
Emblem as a tie tack with one 2-point genuine ruby	<u>\$138.00</u>	<u>\$305.00</u>
Emblem as a charm with one 2-point genuine ruby	<u>\$135.00</u>	<u>\$315.00</u>

Twenty-Five Year Gifts	Price 10k gold plated	Price 10k gold
Ring with the Corporate Crest and engraving	<u>Sterling only no g/p</u> <u>Gents \$355.00,</u> <u>Ladies \$295.00</u>	<u>Gents \$1085.00</u> <u>Ladies \$650.00</u>

Thirty Year Gifts	Price 10k gold plated	Price 10k gold
Emblem set with 2-point genuine rubies as a charm or rivet with engraving	<u>Add \$60.00 per piece for two rubies or \$2.00 per character for engraving</u>	<u>Same pricing as g/p</u>
Gent or ladies watch		

Forty Year Gifts	Price 10k gold plated	Price 10k gold
Emblem set with one 2-point genuine diamond as a charm or rivet	<u>Add \$90.00 per piece for dia.</u>	<u>Same pricing as g/p</u>



CORPORATION OF THE TOWN OF COBOURG

Division: General Administration

Effective Date: September __, 2019

Department: Human Resources

Approval Level: Municipal Council

Policy Title: All Personnel – Administration
– Long Service Recognition

Section # 2-20
Policy # HR-AP-A18

Purpose

Town of Cobourg Municipal Council considers it appropriate to award and celebrate employees who reach specific milestones of dedicated long service to the Corporation.

Policy

1. Full Time and Part Time Employees

Service will be recognized for:

Full Time Employees – from date of hire

Part Time Employees – for all time worked in excess of **68% of full time hours**.

The Cobourg Municipal Council shall recognize long service milestones of ten (10), twenty (20), twenty-five (25), thirty (30) and forty (40) years of continuous service with the Corporation.

The Chief Administrative Officer's office shall notify each recipient outlining the particulars of the recognition and ask them to select from the following awards:

Ten Year Anniversary

- a. 10k gold plated emblem as a lapel pin, tie tack or charm; or
- b. An item of the employee's choosing, with a total cost not to exceed \$200.00 based on \$20.00 per year of service. Gifts cards or cash will not be provided.
- c. Engraving at the employee's request.

Twentieth Anniversary

- a. 10k gold plated emblem as a lapel pin, tie tack or charm with one 2-point genuine ruby; or
- b. An item of the employee's choosing, with a total cost not to exceed \$200.00,



CORPORATION OF THE TOWN OF COBOURG

Division: General Administration

Effective Date: September __, 2019

Department: Human Resources

Approval Level: Municipal Council

Policy Title: All Personnel – Administration
– Long Service Recognition

Section # 2-20
Policy # HR-AP-A18

-
- c. based on \$20.00 per year of service. Gifts cards and cash will not be provided.
Engraving at the employee's request.

Twenty-fifth Anniversary

- a. A sterling silver ring containing the Corporate Crest and engraving.
- b. An item of the employee's choosing, with a total cost not to exceed \$500.00 based on \$20.00 per year of service. Gift cards and cash will not be provided.
- c. Engraving at the employee's request.

Thirtieth Anniversary

- a. 10k gold plated emblem set with two 2-point genuine rubies as a charm or rivet;
or
- b. A gent's or lady's watch; or
- c. An item of the employee's choosing, with a total cost not to exceed \$500.00 to meet income tax requirements. Gift cards and cash will not be provided.
- d. Engraving at the employee's request.

Fortieth Anniversary

- a. 10k gold plated emblem set with one 2-point genuine diamond as a charm or rivet; or
- b. An item of the employee's choosing, with a total cost not to exceed \$500.00 based to meet income tax requirement. Gift cards and cash will not be provided.
- c. Engraving at the employee's request.

2. Volunteer Firefighters



CORPORATION OF THE TOWN OF COBOURG

Division: General Administration

Effective Date: September __, 2019

Department: Human Resources

Approval Level: Municipal Council

Policy Title: All Personnel – Administration
– Long Service Recognition

Section # 2-20
Policy # HR-AP-A18

-
- a) The Cobourg Municipal Council shall recognize long service milestones of ten (10), twenty (20), and thirty (30) years of continuous service with the Corporation.
 - b) The Fire Chief, or designate, shall offer a variety of fire memorabilia for the recipient to choose from as follows:
 - i) valued up to \$100.00 in recognition of 10 years continuous service;
 - ii) valued up to \$140.00 in recognition of 20 years continuous service;
 - iii) valued up to \$175.00 in recognition of 30 years continuous service.

3. Crossing Guards

A presentation of a gold plated lapel pin or charm shall be made to school crossing guards with ten years of service.

4. Exceptions

Any employee requests for alternate awards of recognition for long service shall be considered on an individual basis and must first be approved by the Chief Administrative Officer.

5. Presentation

The aforementioned items shall remain exclusive for presentation to municipal employees in recognition of long service. At each of the above-mentioned anniversaries, employees shall receive a certificate of recognition. The certificate of and the award shall be presented at the annual Staff Christmas Reception in December.

5. 25 Year Recognition Dinner



CORPORATION OF THE TOWN OF COBOURG

Division: General Administration

Effective Date: September __, 2019

Department: Human Resources

Approval Level: Municipal Council

Policy Title: All Personnel – Administration
– Long Service Recognition

Section # 2-20
Policy # HR-AP-A18

Members of Council shall host an annual dinner for active and retired personnel with 25 years of service or more with the Corporation. The following personnel shall receive an invitation from the Chief Administrative Officer:

- i) Full Time and Part Time employees
- ii) Volunteer Firefighters
- iii) Employees of the Cobourg Police Service
- iv) Past Mayors
- v) Members of Council

Full time firefighters who also served as a volunteer firefighter with the Corporation shall be recognized for their total combined service for attendance at the 25 Year Dinner only.

Definitions

One Year of Service – Full Time Employees – 1,820 hours for 35 hour per week positions
2,080 hours for 40 hour per week positions

Part Time Employees – 1,092 hours for 35 hour per week positions
1,248 hours for 40 hour per week positions

Scope

This policy shall apply to all Town of Cobourg personnel Cobourg Police Service personnel.

Administration

The Chief Administrative Officer shall implement and administer the terms of this policy and shall establish related operating procedures as required.

Cross Reference



CORPORATION OF THE TOWN OF COBOURG

Division: General Administration

Effective Date: September __, 2019

Department: Human Resources

Approval Level: Municipal Council


Policy Title: All Personnel – Administration
– Long Service Recognition

Section # 2-20
Policy # HR-AP-A18

Policy #

Procedure #

Resolution # 166-13	Revision Description:	Signature/Municipal Clerk: _____	Council Approval Date: April 29, 2013
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 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council Members	
FROM:	Melissa Henke	
TITLE:	Human Resources Officer	
DATE OF MEETING:	Monday September 16, 2019	
TITLE / SUBJECT:	Long Service Recognition Policy	
REPORT DATE:		File #:

1.0 STRATEGIC PLAN

Not Applicable

2.0 PUBLIC ENGAGEMENT

Not Applicable

3.0 RECOMMENDATION

THAT Council receive the report for information purposes; and

FURTHER THAT Council approve the recommended changes to Policy #HR-AP-A18 – Long Service Recognition

4.0 ORIGIN

5.0 BACKGROUND

The Town of Cobourg's Long Service Recognition policy awards and celebrates employees who reach specific milestones of dedicated long service to the Corporation.

6.0 ANALYSIS

The long service recognition policy was last updated and approved on January 1, 2013.

Recommended Changes:

The recommended amendments are in the attached Long Service Recognition Policy.

Rational for Changes:

Cost of Gold:

The current policy provides for gifts made of 10k gold. It is recommended that this option be replaced with gold plated because the price of gold fluctuates and its value can increase significantly based on market demands. Cost savings for approving this change are attached.

It is recommended that the 25 year 10k gold ring be replaced with a Stirling silver ring due to the high cost of gold and that the value of the gift is not equal for male and female staff. The price for the Men's ring is \$1,085 and the price for the Ladies ring is \$650.00.

CRA and Taxable Benefits:

Every five years an Employer may give an Employee a non-cash long-service or anniversary award valued at \$500 or less tax free. Any amount over the \$500 is a taxable benefit.

The recommended changes to this policy ensure that the Corporation is providing long service recognition gifts that do not result in the gift being a taxable benefit.

Standardization:

Placing a \$20 value per year of service establishes a defined dollar value for each year of service that is not tied to the price of gold or other fluctuating values of an award. The \$20 per year of service is similar to value of gifts that were given to staff in previous years.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The Long Service Recognition awards are part of the Mayors Budget. The 2019 Budget amount is \$5,000. The total cost for the awards for 2019 recipients under the recommended policy would be \$2,200.

8.0 CONCLUSION

It is requested that Council approved the recommended changes to the Long Services Recognition Policy.

9.0 POLICIES AFFECTING THE PROPOSAL

N/A

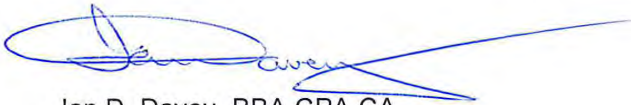
10.0 COMMUNICATION RESULTS

N/A


12.0 AUTHORIZATION/SIGNATURES



Melissa Henke, BA CHRL
Human Resources Officer



Ian D. Davey, BBA CPA CA
Interim CAO / Treasurer

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor, Deputy Mayor and Council Members	
FROM:	Brent Larmer	
TITLE:	Municipal Clerk Manager of Legislative Services	
DATE OF MEETING:	September 23, 2019	
TITLE / SUBJECT:	Sale of Municipal Owned Property to Habitat for Humanity Northumberland - 600 Daintry Crescent, Cobourg.	
REPORT DATE:	September 12, 2019	File #:

1.0 STRATEGIC PLAN

Pillar: People — the Town supports and cares for the social and physical well-being of its citizens

2.0 PUBLIC ENGAGEMENT

Not Applicable

3.0 RECOMMENDATION

THAT Council approve acceptance of an offer received from Habitat for Humanity Northumberland for the purchase of approximately. 890 sq m (9,583 sq ft) in area, located on the east side of Daintry Crescent know municipally as 600 Daintry Crescent, in the Town of Cobourg. The parcel is located on east side of Daintry Crescent as depicted in the attached aerial map; and

FURTHER THAT Council authorize and endorse the preparation of a by-law to be presented to Council for adoption at a Regular Council meeting to authorize the Mayor and Municipal Clerk to execute a Purchase and Sale Agreement with Habitat for Humanity Northumberland for the sale of land known municipally as 600 Daintry Crescent, Cobourg.

4.0 ORIGIN

Section 270 of the *Municipal Act, 2001*, states that a municipality shall adopt and maintain policies with respect to the sale and other disposition of land. On March 3, 2008 Council adopted By-law No.013-2018 regarding a By-law to establish procedures for the Sale of Land by the Town of Cobourg.

On March 21, 2016 the Council of the Town of Cobourg declared the lands know as 600 Daintry Crescent, Cobourg and shown as Parts 40 and 41 of Plan 39R3373 as Surplus to the needs of the Municipality, and followed all requirements as set out within the Town's approved By-law, which included acquiring an appraisal of the Subject Land.

5.0 BACKGROUND

On January 24, 2019, Meaghan Macdonald, Executive Director of Habitat for Humanity Northumberland, approached Council in a Closed Session to ask Municipal Council to consider selling the vacant building lot currently owned by the Town of Cobourg which is located at 600 Daintry Crescent, Cobourg.

As part of the presentation to Council, Habitat for Humanity Northumberland provided an offer to Council as an opportunity for Council to demonstrate its commitment to help build affordable housing in the Town of Cobourg. The development of this lot would provide a local family with the opportunity to achieve strength, stability and independence through affordable homeownership. It was indicated in the offer by Habitat that there currently is a wait list for homeownership who require a larger home (5-6 bedrooms) which is not easy to accommodate in multi-unit housing. The lot at 600 Daintry Crescent would provide the appropriate site to build a home to accommodate the needs of one of these larger families.

6.0 ANALYSIS

Attached as Appendix "A" to this report is the draft summary of the Agreement of Purchase and Sale for 600 Daintry Crescent between the Town of Cobourg and Habitat for Humanity Northumberland.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

An offer has been received in the amount of \$35,000.00 for the vacant parcel of land with a deposit of \$5,000.00. The final closing of the Agreement and Sale will be subject to the conditions as set out within the Agreement of Sale attached to this report.

8.0 CONCLUSION

THAT Council approve acceptance of an offer received for the purchase of approximately. 890 sq m (9,583 sq ft) in area, located on the east side of Daintry Crescent know municipally as 600 Daintry Crescent, in the Town of Cobourg.


9.0 POLICIES AFFECTING THE PROPOSAL

Not Applicable


10.0 COMMUNICATION RESULTS

Not Applicable

12.0 AUTHORIZATION/SIGNATURES



Brent Larmer
Municipal Clerk/Manager of Legislative Services



Ian Davey
Treasurer/Director of Corporate Services



THE CORPORATION OF THE TOWN OF COBOURG

BY-LAW NUMBER 014-2016

A BY-LAW TO DECLARE LAND DESCRIBED AS 600 DAINTRY CRESCENT, COBOURG AS SURPLUS TO THE NEEDS OF THE TOWN OF COBOURG AND TO OFFER THE PROPERTY FOR SALE.

WHEREAS pursuant to Section 9 of the *Municipal Act*, 2001 S.O. c. 25 which provides in part that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS pursuant to the General Powers contained in Part II of the *Municipal Act*, 2001, S.O., c25, as amended, (the "Act") the Council of every municipality has the authority to sell land;

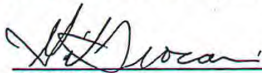
AND WHEREAS the Corporation of the Town of Cobourg has passed By-law No. 013-2008 to adopt policies with respect to the sale and other disposition of land, and this By-law is passed pursuant to those policies;

AND WHEREAS it is deemed expedient to sell the above described lands;

NOW THEREFORE the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

1. **THAT** the Council of the Corporation of the Town of Cobourg deemed the .22 acre parcel of land known municipally as 600 Daintry Crescent, Cobourg and shown as Parts 40 and 41 of Plan 39R3373, as outlined on Schedule "A" and "B" attached to this By-law, be hereby declared as land surplus to the needs of the Corporation of the Town of Cobourg.
2. **THAT** the land will be appraised, public notice will be given and the property will be offered up for sale pursuant to By-law No. 013-2008 being a By-law to establish procedures for the sale of land by the Corporation of the Town of Cobourg,
3. This By-law shall come into force and effect on the day of passing.

READ a first, second and third time and finally passed in Open Council this 21st day of March, 2016.

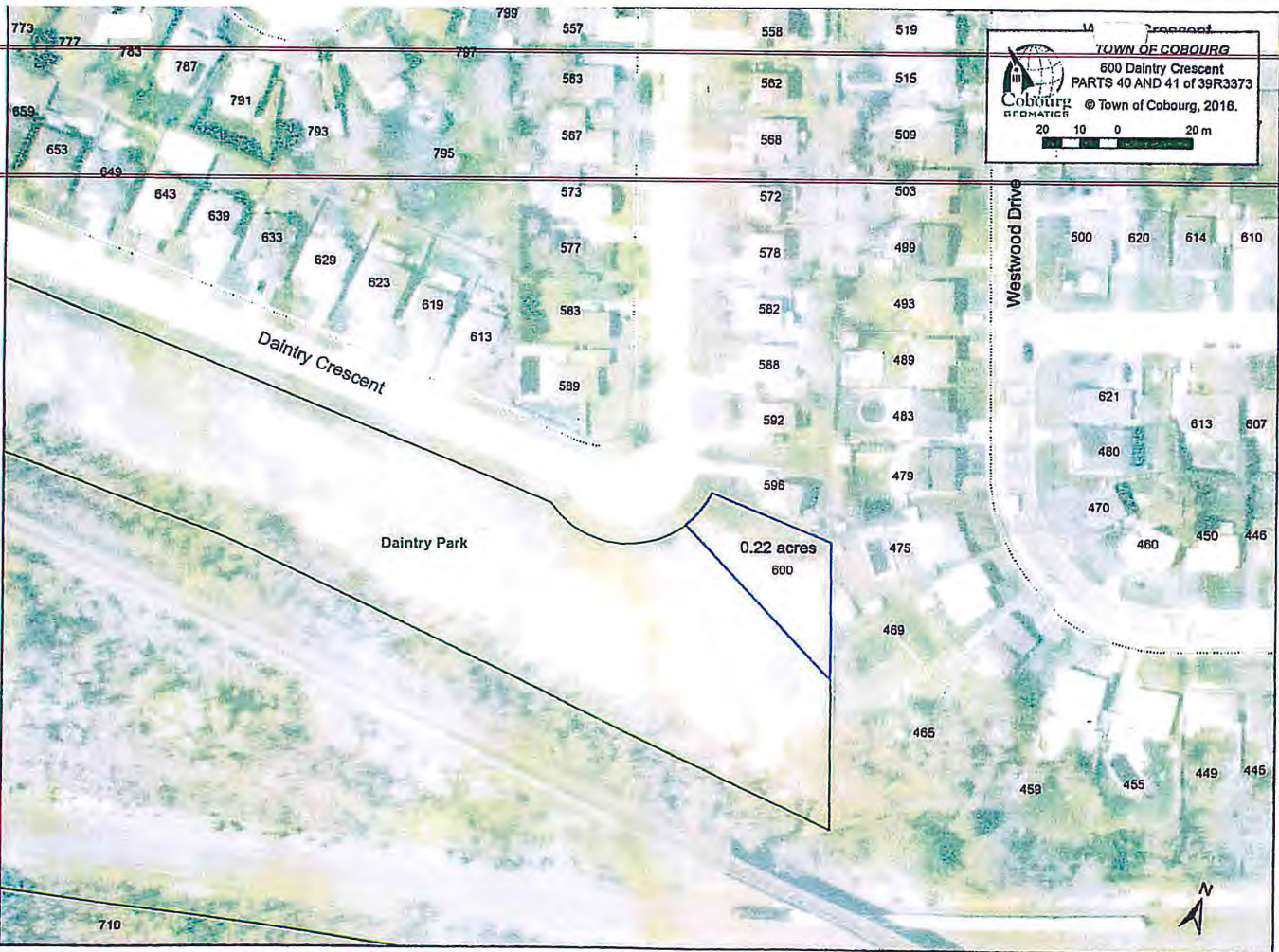

MAYOR


MUNICIPAL CLERK

Surplus Land Declaration 600 Daintry Crescent, Cobourg

By-law No. 014-2016

SCHEDULE "A"

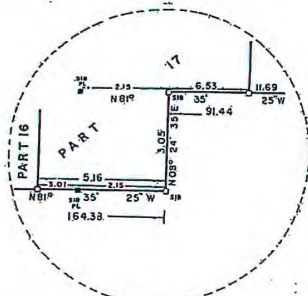


Surplus Land Declaration 600 Daintry Crescent, Cobourg By-law No. 014-2016

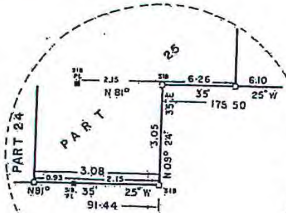
SCHEDULE "B"

SURVEYING LTD, Q.L.S.

F SUB
B



DETAIL 'B'
(NOT TO SCALE)

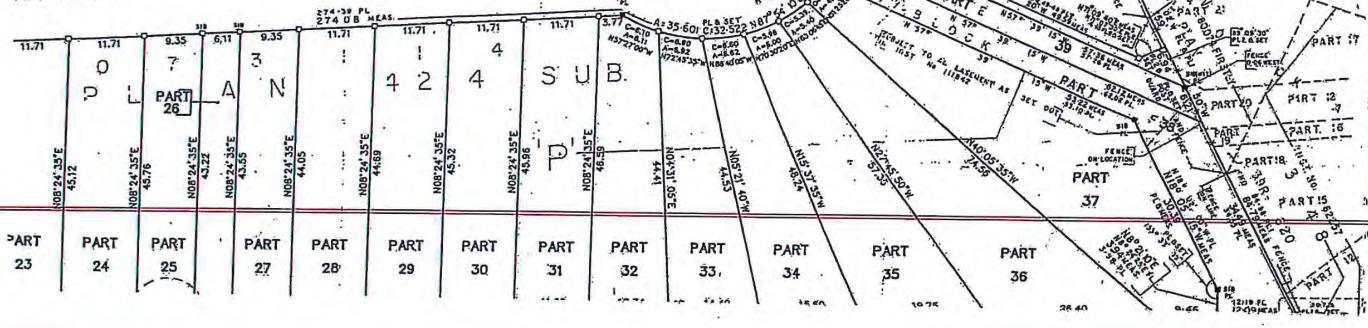


DETAIL 'C'
(NOT TO SCALE)

ARE REFERRED TO THE SOUTH
SHOWN ON REGISTERED PLAN 424 SUB.
50° W.

OF SUBDIVISION WITHIN
ANNING ACT.

ESCENT
124 SUB.



I REQUIRE THIS PLAN TO BE DEPOSITED
UNDER THE REGISTRY ACT
DATE FEB. 24 1990
C. P. EDWARD Q.L.S.

PLAN 39R-3373

RECEIVED AND DEPOSITED

DATE March 07, 1990

PART	BLOCK	RECD	INST. No.
1 TO 37	INCLUSIVE	F	
38	E		
39	E		
40	O		
41	O		
424 SUB			073114

LAND REGISTRAR FOR THE REGISTRY DIVISION
OF NORTHUMBERLAND-WEST (No. 39)

File: Dainty Cres.

By-law No. 014-2016
Surplus Land Declaration 600 Dainty Crescent, Cobourg

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 6th day of September, 2019

BUYER: HABITAT FOR HUMANITY OF NORTHUMBERLAND
(Full legal names of all Buyers), agrees to purchase from

SELLER: THE CORPORATION OF THE TOWN OF COBOURG
(Full legal names of all Sellers), the following

REAL PROPERTY:

Address **VACANT LAND ON DAINTRY CRESCENT (600 DAINTRY CRESCENT)**

fronting on the _____ side of _____
in the **TOWN OF COBOURG**

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as **TOWN OF COBOURG (FORMERLY IN THE TOWNSHIP OF HAMILTON), PT BLOCK Q, PL 424**

being parts 40-41, Plan 39R-3373 S/T EASEMENT OVER PT 40 39R-3373 AS IN CB111842 (the "property")
(legal description of land including easements not described elsewhere) **BEING PIN 51085-1179(LT)**

PURCHASE PRICE:

Dollars (CDN\$) **\$35,000.00**

THIRTY-FIVE THOUSAND DOLLARS

Dollars

DEPOSIT: Buyer submits UPON ACCEPTANCE
(Hereafter/Upon Acceptance/as otherwise described in this Agreement)

FIVE THOUSAND

Dollars (CDN\$) **\$5,000.00**

by negotiable cheque payable to **SELLER'S SOLICITOR, in trust** "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.


Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by **BUYER** until **5:00** on **13TH** day of **September**, 20**19** after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the _____ day of _____
See Schedule "A" 20 _____
Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. ~~Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: **mmacdonald@habitatnorthumberland.ca**
(For delivery of Documents to Seller)

Email Address: **blarmer@cobourg.ca**
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

N/A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

N/A

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

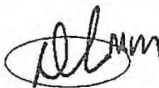
N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: IN ADDITION TO**

The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





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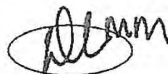
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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 7th day of prior to closing , 20 (Requisition Date) to examine the title to the property at his own expense and until the earlier of (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (VACANT LAND) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for: drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada, (c) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. -UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple-unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

mm

INITIALS OF SELLER(S):

mm



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal

HABITAT FOR HUMANITY OF NORTHUMBERLAND

(Witness)
(Witness)

(Buyer/Authorized Signing Officer)
(Buyer/Authorized Signing Officer)

(Seal) (Date) Sept. 6, 2019.
(Seal) (Date) Sept. 6/19

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal

THE CORPORATION OF THE TOWN OF COBourg

(Witness)
(Witness)

(Seller/Authorized Signing Officer)
(Seller/Authorized Signing Officer)

(Seal) (Date)
(Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)
(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage (Tel. No.)
(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage (Tel. No.)
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer

(Seller) (Date)
(Seller) (Date)
Address for Service
(Tel. No.)
Seller's Lawyer ROLF RENZ - TEMPLEMANN LLP
Address 200-205 DUNDAS STREET E, BELLEVILLE ON K8N 5A2
Email rrenz@tmlegal.ca
613 966-2620 613 966-2866
(Tel. No.) (Fax No.)

(Buyer) (Date)
(Buyer) (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer Alison Lester
Address 24 Covent St., Cobourg ON
Email alison@irvinelesterlow.ca
905-372-8791
(Tel. No.) (Fax No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

In consideration for the Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale, In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale: Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: HABITAT FOR HUMANITY OF NORTHUMBERLAND

SELLER: THE CORPORATION OF THE TOWN OF COBOURG

for the purchase and sale of **VACANT LAND ON DAINTRY CRESCENT (600 DAINTRY CRESCENT)**

dated the **6th** day of **September**, 20**19**
Buyer agrees to pay the balance as follows:

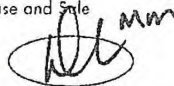
the Buyer and Seller agree as follows:

1. The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
2. The Buyer acknowledges receipt of the "Sale of Land Information Package" attached as Schedule "B".
3. The Buyer shall pay all survey costs, and the costs of all zoning amendments and/ or planning amendments or other permits or approvals that may be required for any use of the Property other than present use.
4. The Buyer shall accept title subject to any easements, By-Laws, Subdivision Agreements or other municipal agreements registered on title. Existing easements over Part 40 39R3373 and any other easement required by the Seller will be reserved.
5. The Buyer shall be responsible for any Development Charges, permits, fees or levies chargeable upon development of the Property.
6. (a) This Agreement shall be conditional upon approval of the Agreement by By-Law of the Corporation of the Town of Cobourg. Unless the Seller gives notice in writing to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement or any Schedule thereto not later than 45 days from acceptance of this Agreement that this condition has been fulfilled, this offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the period stated herein.

(b) This Agreement shall be conditional upon the Buyer satisfying itself that all required permits or approvals for the Buyer's proposed development are available. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement or any

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Schedule A
Agreement of Purchase and Sale – Commercial

Schedule thereto not later than 90 days from acceptance of this Agreement that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Buyer shall promptly provide to the Seller copies of all reports and results of all audits, investigations and inquiries with respect to the property which the Buyer receives.

7. The Purchaser acknowledges that they have inspected the land to their satisfaction and that the property is sold "as is". They further acknowledge that the Vendor makes no representations whatsoever as to the condition of the property. It shall be understood that the successful bidder has inspected the land to their satisfaction and that the property is therefore, sold "as is". The Corporation of the Town of Cobourg (the "Town") makes no representations whatsoever as to the condition of the property and the environmental matters or the presence of any hazardous materials in the soil or groundwater. All of the foregoing become the sole responsibility of the Purchaser on closing including compliance with all environmental laws, regulations and orders. Any costs associated with inspecting the property shall be borne by the Purchaser.

8. This Agreement shall be completed on that day which is 14 days following fulfillment or waiver of all conditions provided that if the Land Registry Office is not open for business on that day the transaction shall be completed on the next business day following.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Form 500 Revised 2019 Page 7 of 13

SCHEDULE "B"



THE CORPORATION OF THE TOWN OF COBOURG SALE OF LAND INFORMATION PACKAGE

RE: THE CORPORATION OF THE TOWN OF COBOURG
SALE OF LAND BY PUBLIC TENDER

Subject Lands: Part of Lot 22 & 24, Conc. A, Town of Cobourg (formerly in the Township of Hamilton), Pt Block P, PL 424, being Parts 40-41, Plan 39R-3373 and known municipally as 600 Daintry Crescent (as shown on Schedule "A" and Schedule "B" attached). Assessment Roll No. 1421000220109400000.

Date: May 3, 2018

A. INTRODUCTION

The following information and related attachments are intended to provide a general overview of the status of the Subject Lands from a municipal policy, land use, and engineering perspective and to inform potential purchasers of the possible issues surrounding the possible development of the Subject Lands.

B. OFFICIAL PLAN POLICY CONTEXT

1. Relevant Documents¹: Cobourg Official Plan (Schedule "A" Land Use Plan)
2. Land Use Designation: Residential Area, Section 3.4;
3. Policy Context: Residential development permitted, subject to the applicable criteria contained within *Section 3.4 - Residential Area* and *Section 8.0 - Development Review* of the Official Plan;

C. ZONING BY-LAW REGULATORY CONTEXT

¹ Copies of relevant municipal planning documents are available by contacting the Planning Department, Victoria Hall, 55 King Street West, Cobourg, Ontario, K9A 2M2 (905)372-1005 or by accessing the municipal website www.cobourg.ca.

MM

1. Relevant Document: Cobourg Zoning By-law No. 85-2003 (Schedule "A", Map 1);
2. Land Use Category: Residential Type 3 Exception 1 (R3-1) Zone (Section 9.2.1, and Schedule 'B-1');
3. Regulatory Context: Development Restricted – Site Specific Zoning Category. Any development of the Subject Lands, including changes or other adjustments to the zoning, will require municipal and railway approval.

D. SERVICING STATUS Based on information available from the Public Works Department and Lakefront Utility Services Inc. (LUSI), municipal water and sanitary sewer services are available within the Daintry Crescent road allowance to service the Subject Lands, and individual service stubs have been installed to the front property line. Electrical service is available on Daintry Crescent. Neither the Town of Cobourg nor LUSI certify or warrant the location or condition of the individual service lines.

E. KEY ISSUES Development feasibility and/or built form: noise, vibration and mitigation (ie. proximity to elevated railway main lines); restrictive zoning.

F. GENERAL

The Subject Lands, comprising approx. 890 sq m (9,583 sq ft) in area, are located on the east side of Daintry Crescent and are located in close proximity to a single track CP Railway elevated main line and a double track CN Railway main line (Windsor-Montreal rail corridor). The vacant property and adjacent vacant lands along Daintry Crescent were zoned approximately 30 years ago for a very specific form of residential development consisting of linked semi-detached-type dwelling structures having defined setbacks, a minimum height of 9.1 m and a maximum height of 10.6 m, and a continuous solid wall along the back of the units.

The sale of the Subject Lands by the Municipality is being offered on an "as-is" basis² and, through the Agreement of Purchase and Sale and restrictive covenants on the title deed, it will be a requirement that the Owner apply for a Zoning By-law Amendment and

² The Corporation of the Town of Cobourg makes no representations whatsoever as to the condition of the property or any environmental matters or the presence of any hazardous materials in the soils and groundwater. All of the foregoing would become the sole responsibility of the successful landowner including compliance with all environmental laws, regulations or orders.

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Site Plan Approval for the development of a single detached dwelling and receive approval of same by the Municipality, including the execution and registration of a Development Agreement, prior to the issuance of a Building Permit.

This approach is intended to ensure that all relevant policies, regulations and criteria of the Provincial Planning Act, Provincial Policy Statement, Places To Grow Growth Plan, Municipal Official Plan and Zoning By-law are satisfied by the submission and approval of detailed drawings and/or other documentation including such matters as, but not limited to: site/survey plans; architectural plans; site servicing/grading plans; and a noise impact and vibration study by qualified persons. Current Provincial and CN/CP Railway standards together with recommendations of the noise and vibration studies could impose potential mitigation measures and/or conditions that could affect the nature and extent of development permitted on this lot. Prospective purchasers are expected to undertake their own due diligence as part of their response to this offering of land for sale by public tender.

Important Note: *This information package was developed to assist members of the public who are interested in the above-referenced land sale in understanding the issues surrounding the potential use and development of the Subject Lands. The information and opinions in this package are for convenience purposes and should not be relied upon, implicitly or explicitly, as a substitute for legal or other professional advice as part of a proper due diligence process in connection with any particular matter outlined herein. Neither the Town of Cobourg nor its employees certify or warrant the completeness or accuracy of the information contained within this package. Please be advised that there are no implicit or explicit guarantees made by the Town of Cobourg, its employees, and/or agencies that the development of the Subject Lands is feasible. The Municipality is under no obligation to resolve any of the key issues related to the development status of the Subject Lands, nor is it obligated to approve any amendments to the applicable planning documents or grant Site Plan Approval without proper justification to the satisfaction of the Municipality and/or CN/CP Railways.*

Specific questions relating to the land use planning and development status of the Subject Lands may be directed to:

Mr. Glenn McGlashon, MCIP, RPP

Director of Planning & Development
Building and Planning Department
Victoria Hall, 55 King Street West
Cobourg ON K9A 2M2

(p) (905)372-1005
(f) (905)372-1533
(e) gmcglashon@cobourg.ca

Mr. Rob Franklin, MCIP, RPP

Manager of Planning Services
Building and Planning Department
Victoria Hall, 55 King Street West
Cobourg ON K9A 2M2

(p) (905)372-1005
(f) (905)372-1533
(e) rfranklin@cobourg.ca

MM
WLL

Specific questions relating to the engineering and public servicing status of the Subject Lands may be directed to:

Ms. Laurie Wills, P. Eng.
Director of Public Works
Northam Industrial Park
740 Division St, Bldg #7
Cobourg, ON K9A 0H6

(p) (905)372-9971
(f) (905)372-0009
(e) lwills@cobourg.ca

Mr. Larry Spyrka
LUSI Manager of Water Systems
6 D'Arcy Street
Cobourg ON K9A 3Z4

(p) (905) 372-2193 x5238
(f) (905) 372-2581
(e) lspyrka@lusi.on.ca

Mr. Chris Callaghan, C. Tech
Electrical Distribution Systems
Manager of Assets and Design
207 Division St., Box 577
Cobourg, ON K9A 4L3

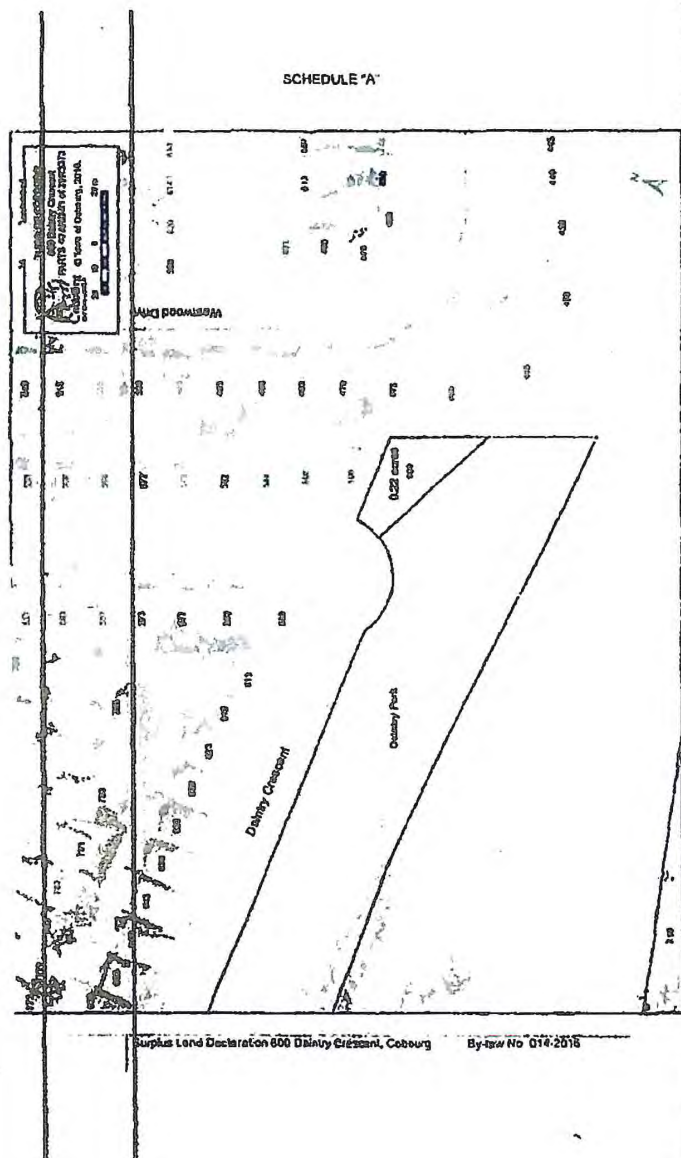
(p) 905-372-2193 x 5204
(f) 905-372-2581
(e) ccallaghan@lusi.on.ca

Specific questions relating to the land sale and other financial matters may be directed to:

Mr. Ian Davey
Director of Corporate Services
55 King Street West
Cobourg ON K9A 2M2

(p) (905)372-4301
(f) (905)372-7421
(e) idavey@cobourg.ca

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all



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Council Report # 2019-55

Title: County of Northumberland Recommendations for Provincially Significant Employment Zones (PSEZs)

Prepared by: Dwayne Campbell, Manager, Planning & Inspection Services

Reviewed by: Dan Borowec, Director of Economic Development, Land Use Planning & Tourism

Approved by: Jennifer Moore, CAO

Strategic Plan: Economic Innovation and Prosperity

Council Date: June 19, 2019

Recommendation

“Whereas the Province is considering changes to the Growth Plan’s provincially significant employment zones and has requested a council-endorsed letter confirming municipal positions for considering new provincially significant employment zones;

And Whereas County and municipal planning staff have coordinated and undertaken a preliminary review to determine potential areas for provincially significant employment zones in Northumberland;

Now Therefore Be It Resolved That the Council of the County of Northumberland hereby supports the following four areas to be considered as provincially significant employment zones:

1. Future Major Employment Area (Port Hope) - bound by Highway 401 to the south, County Road 28/Ontario Street to the west, Dale Road to the north, and Hamilton Road to the east;
2. Wesleyville (Port Hope) - bound by Highway 401 to the north, Wesleyville Road to the east, Lake Ontario to the south and Stacey Road / Port Hope OnRoute to the west;
3. Alternative Major Employment Area (Cobourg/Hamilton) - bound by Burnham Street to the east, Highway 401 to the south, Birch Road to the west and Telephone Road to the north;
4. Cobourg/Hamilton Employment Lands - bound by County Road 2 to the north, Normar Road to the west and Lake Ontario to the south;

And Further Be It Resolved That the Province consider requiring any lands within a provincially significant employment zone be designated in municipal official plans to facilitate land use changes and ensure long-term protection;

And Further Be It Resolved That a copy this report be sent to the Ontario Growth Secretariat at the Ministry of Municipal Affairs and Housing;

And Further Be It Resolved That a copy of this report be sent to the Town of Cobourg, Township of Hamilton and Municipality of Port Hope for their information and support.”

Purpose

The propose of this report is to respond to the Ministry of Municipal Affairs and Housing request for a council-endorsement to consider adding provincially significant employment zones in Northumberland County.

Background

In January 2019, the Province released proposed changes to the Growth Plan for the Greater Golden Horseshoe, 2017 (“the Growth Plan”) for consultation. A series of regional roundtables were held to discuss the potential local community implications of the proposed changes. The East Regional Roundtable was held in in Cobourg on February 19th. Representatives from the County and the member municipalities attended the event.

As part of the Growth Plan changes, the Province has prepared mapping and policy to protect strategically located employment lands for industrial activities and emerging economies. The employment areas are called “provincially significant employment zones” (PSEZs). Twenty-nine PSEZs were identified across the Greater Golden Horseshoe; no PSEZs were identified in Northumberland County.

In February 2019, County Land Use Planning undertook a review of the proposed changes to the Growth Plan, including the proposed PSEZs. In consultation with Port Hope, Hamilton and Cobourg planning staff, County Land Use Planning identified four potential areas in Northumberland as potential PSEZs. A brief description of each area was provided to the Province in the County’s response to the proposed Growth Plan changes.

In May 2019, the Province approved changes to the Growth Plan. The County also received correspondence from Honorable Steve Clark, Minister of Municipal Affairs and Housing, which indicated that the twenty-nine PSEZs have not changed as result of Provincial consultations; but that in the next phase of work, the Province will be reviewing and reconsidering certain PSEZs and potentially adding new PSEZs (refer to attachment 1). To help process the reconsiderations, the Province is seeking municipal support (council-endorsement) for any requests to add new PSEZs.

Consultations

This report has been prepared in consultation with planning staff at the Town of Cobourg, Township of Hamilton and Municipality of Port Hope. During the review of the recent changes

to the Growth Plan, Cobourg and Port Hope staff provided comments to the Province which support the PSEZs identified in this report.

Legislative Authority/Risk Considerations

Land uses within the Growth Plan area are governed by the *Planning Act* and Ontario's planning system. All land use planning decisions must conform with the policies of the Growth Plan, including any changes as a result of the Provincial consideration.

Discussion/Options

A founding vision of the County Official Plans is to establish areas of land for major employment uses to support existing and future manufacturing, agri-food and technology industries in the County. County Land Use Planning has undertaken a preliminary review of four areas that could be used for major employment uses, and has recommended that the Province consider these areas as "Provincially Significant Employment Zones" in the Growth Plan. The four areas and a brief description of each are below.

1. Future Major Employment Area (Port Hope)

The site consists of private land holdings of various sizes totaling approximately 145 hectares (350 acres). The site is located to the northeast of the Highway 401/Ontario Street Interchange in Port Hope, abutting the Port Hope urban serviced area. The site is generally bound by Highway 401 to the south, County Road 28/Ontario Street to the west, Dale Road to the north, and Hamilton Road to the east (refer to attachment 2).

The lands are currently designated as 'Agricultural' and consist primarily of open agricultural fields. The site has been identified as a preferred location for a Major Employment Area in the County Official Plan. In order to advance the planning process and formally establish this major employment area for future industrial development, the County in coordination with the Municipality of Port Hope, has initiated a technical review and planning studies. The detailed studies are currently underway and will be used to support a Port Hope Secondary Plan for the area. Should the Province designate this future employment area as a PSEZ, it would facilitate the municipal planning process and a shared vision for a protected employment area and job creation within the County.

2. Wesleyville

The site is a rural settlement for employment uses and consists primarily of land holdings by Ontario Power Generation and Hydro-One. The Wesleyville site is approximately 1100 hectares (2700 acres). The site is located to the south and west of the Highway 401/Wesleyville Road interchange in the Municipality of Port Hope. The site is generally bound by Highway 401 to the north, Wesleyville Road to the east, Lake Ontario to the south and Stacey Road / Port Hope OnRoute to the west (refer to attachment 3).

The Wesleyville site is designated as a rural settlement (hamlet) in Port Hope. The area is currently not serviced with municipal water or sanitary sewage. Should the Province designate this rural employment area as a PSEZ, and given the provincially affiliated facilities (i.e. OPG and Hydro-One) that exist, it would protect an existing employment area for the long term and could provide opportunities for infrastructure investments to support job creation in the future.

3. Alternative Major Employment Area (Cobourg/Hamilton)

The site is approximately 90 hectares (220 acres) of land located to the north and west of the Highway 401/Burnham Street interchange in the Township of Hamilton, abutting the Town of Cobourg. These lands are generally bound by Burnham Street to the east, Highway 401 to the south, Birch Road to the west and Telephone Road to the north (refer to attachment 4).

The site is located on rural lands that abut the Town of Cobourg urban service area boundary. The site has been identified as an alternative for a major employment area in the County OP. Should the Province designate this potential employment area as a PSEZ, it could facilitate the coordination of land use planning, economic development, and infrastructure investments between abutting municipalities and facilitate a shared County and municipal vision for strategically located employment lands.

4. Cobourg/Hamilton Employment Area (SABIC¹ lands)

The site is approximately 120 hectares (300 acres) of existing employment land, of which eighty-five percent is currently vacant. The site is located in the Township of Hamilton and abuts the Town of Cobourg. A portion of the site is serviced by Cobourg water and sanitary sewage services. The site is generally bound by County Road 2 to the north, Normar Road to the west and Lake Ontario to the south (refer to attachment 5).

Should the Province designate this area as a PSEZ, it would protect existing employment lands for the long term and could facilitate the coordination of infrastructure investments between abutting municipalities.

In addition to the Province considering the above four areas as PSEZs, it also recommended that Growth Plan policies require that the PSEZs be designated in accordance with mapping prepared by the Province. In some cases, land use changes will be needed to allow employment uses in the areas identified. A provincial requirement for municipalities to designate identified PSEZs in municipal official plans would facilitate local planning processes if a land use change is required (i.e. official plan and zoning amendments) and will ensure that areas are protected for employment uses.

Financial Impact

While there is no immediate financial impact associated with the recommendations of this report, a PSEZ designation could provide opportunity to attract private-sector investment for the development of employment uses; create jobs in the industrial sector and associated spin-off jobs throughout the community; and, stimulate overall economic growth for Northumberland.

Future development in any of the four areas recommended to be considered as a PSEZ is contingent on the availability and the provision of municipal services to the areas. As such, substantial infrastructure investment will be required. A PSEZ designation would provide assurance that these strategically located areas, which are supported by municipal and

¹ SABIC Innovative Plastics Inc. ULC is a major polycarbonate and thermo-plastic manufacturing company, featuring a Centre for Manufacturing Innovation (CMI) research laboratory, employing upwards of 180 people.

provincial policies, are protected for future employment and would facilitate long-term financial planning to provide the necessary infrastructure.

Member Municipality Impacts

Member municipal staff and councils have been supportive of County initiatives to establish major employment areas. The added protection of a PSEZ(s) facilitates a common goal amongst municipal partners that will benefit all municipalities in the County with protected employment lands for job creation.

Conclusion/Outcomes

The Province is considering requests to add new provincially significant employment zones (PSEZs) in the recently revised Growth Plan. Given the Growth Plan's projected employment for Northumberland, we have identified a need to have more land available for new businesses and industry seeking to locate to the County. The County in coordination with the local municipalities has identified four strategically located areas and recommends that the Province consider these areas as PSEZs. It also recommended that the Province require that any new PSEZs be designated in the applicable municipal official plans to facilitate land use changes ensure long-term protection.

Attachments

1. May 15, 2019 letter from Honorable Steven Clark, Minister of Municipal Affairs and Housing
2. Location map - Future Major Employment Area (Port Hope)
3. Location map - Wesleyville (Port Hope)
4. Location map - Alternative Major Employment Area (Cobourg/Hamilton)
5. Location map - Cobourg/Hamilton Employment (SABIC lands)

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



19-3055

May 14, 2019

Your Worship
Warden John Logel
County of Northumberland
555 Courthouse Road
Cobourg ON K9A 5J6

Dear Warden John Logel,

On May 2, I released **More Homes, More Choice: Ontario's Housing Supply Action Plan** <https://www.ontario.ca/page/more-homes-more-choice-ontarios-housing-supply-action-plan>. It lays out our government's comprehensive plan to increase the supply of housing that is affordable and provides families with more meaningful choices on where to live, work and raise their families.

The Greater Golden Horseshoe is a critical economic driver, both provincially and nationally, with 85 per cent of the province's population growth expected in this region by 2041. We know that we need a growth plan to not only address the current housing crisis, but to also prepare the region for the exponential growth that will occur over the next 20 years. That is why **A Place to Grow: Growth Plan for the Greater Golden Horseshoe** <https://www.ontario.ca/document/place-grow-growth-plan-greater-golden-horseshoe> is a critical part of Ontario's Housing Supply Action Plan.

A Place to Grow addresses the needs of the region's growing population, its diversity, its people and its local priorities. It is the result of the recent consultations on growth plan policies in the Greater Golden Horseshoe, and I would like to thank you for sharing your input during that process. All input was carefully considered in the development of A Place to Grow and the introduction of the Provincially Significant Employment Zones. A Place to Grow will help increase housing supply, create jobs, attract investments and promote economic development. It comes into effect on May 16, 2019 and aims to provide planning flexibility at the local level.

In my letter of May 2, 2019, I outlined that we have identified 29 Provincially Significant Employment Zones that we consulted on to provide enhanced protections for existing employment areas. The 29 zones have not changed as a result of consultations; however, we have revised them to address any factual errors in the mapping based on municipal official plans that are in effect. These zones can be viewed on our web portal: <http://ontario.ca/dp16>.

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Requests for Reconsideration

During the next phase of work, we will be reviewing more than 750 requests we received during the consultation period to reconsider a particular zone and/or add new zones. As a part of this, we may require additional information from municipalities and others who submitted requests. Each request will be assessed on its own merit, and other considerations, such as local planning context and provincial interest.

To help process these reconsiderations, we will be seeking demonstrable municipal support, such as a council endorsed letter that outlines local support for the request. We will work with the parties involved to connect with the appropriate municipal officials.

Any requests for reconsideration received after May 2, 2019 should be submitted to the impacted municipality to include in its planning process or should be accompanied by a letter of endorsement from the impacted municipality when submitted to the Province. Further details on the Requests for Reconsideration process including how requests are assessed can be found online at <https://ontario.ca/page/provincially-significant-employment-zones>.

If you have questions about the zones, the Requests for Reconsideration process, or accessing mapping files of the existing zones, please contact ministry staff at growthplanning@ontario.ca.

Engagement on longer-term use of Provincially Significant Employment Zones

The last phase of work will look at the longer-term use of Provincially Significant Employment Zones. The ministry has already begun to consider innovative ways to use the zones to leverage economic development investments, programs and strategies both inside and outside the Greater Golden Horseshoe. Our goal is to maximize the economic opportunities that these zones can provide. This includes but is not limited to the number of jobs and people in these zones as they play a strategic and significant role in keeping Ontario economically viable both provincially and internationally.

Provincially Significant Employment Zones can be areas with high concentrations of employment, areas that are recognized to have high economic output, or areas that are understood to play an economically strategic or significant role to the region. They will help provide stable, reliable employment across the region and opportunities for greater integration of the different facets of longer-term planning.

With our partners from the ministries of Economic Development, Job Creation, and Trade; Transportation; Infrastructure; Finance; Agriculture, Food and Rural Affairs; and the province's Open for Business Division, we will be holding stakeholder discussions this summer. These discussions will focus on ways to maximize the use of the zones as tools in investments, infrastructure planning and economic activity.

In the interim, if you have any questions, concerns or ideas, feel free to contact the representative in my office, Jae Truesdell, Senior Policy Advisor – Planning, Zoning & Development at jae.truesdell@ontario.ca. You may also contact Cordelia Clarke Julien, Assistant Deputy Minister, Ontario Growth Secretariat, Ministry of Municipal Affairs and Housing at cordelia.clarkejulien@ontario.ca or at 416-325-5803 for any process-related matters.

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Thank you once again for sharing your input. I value your feedback and look forward to continuing to work together in the months ahead.

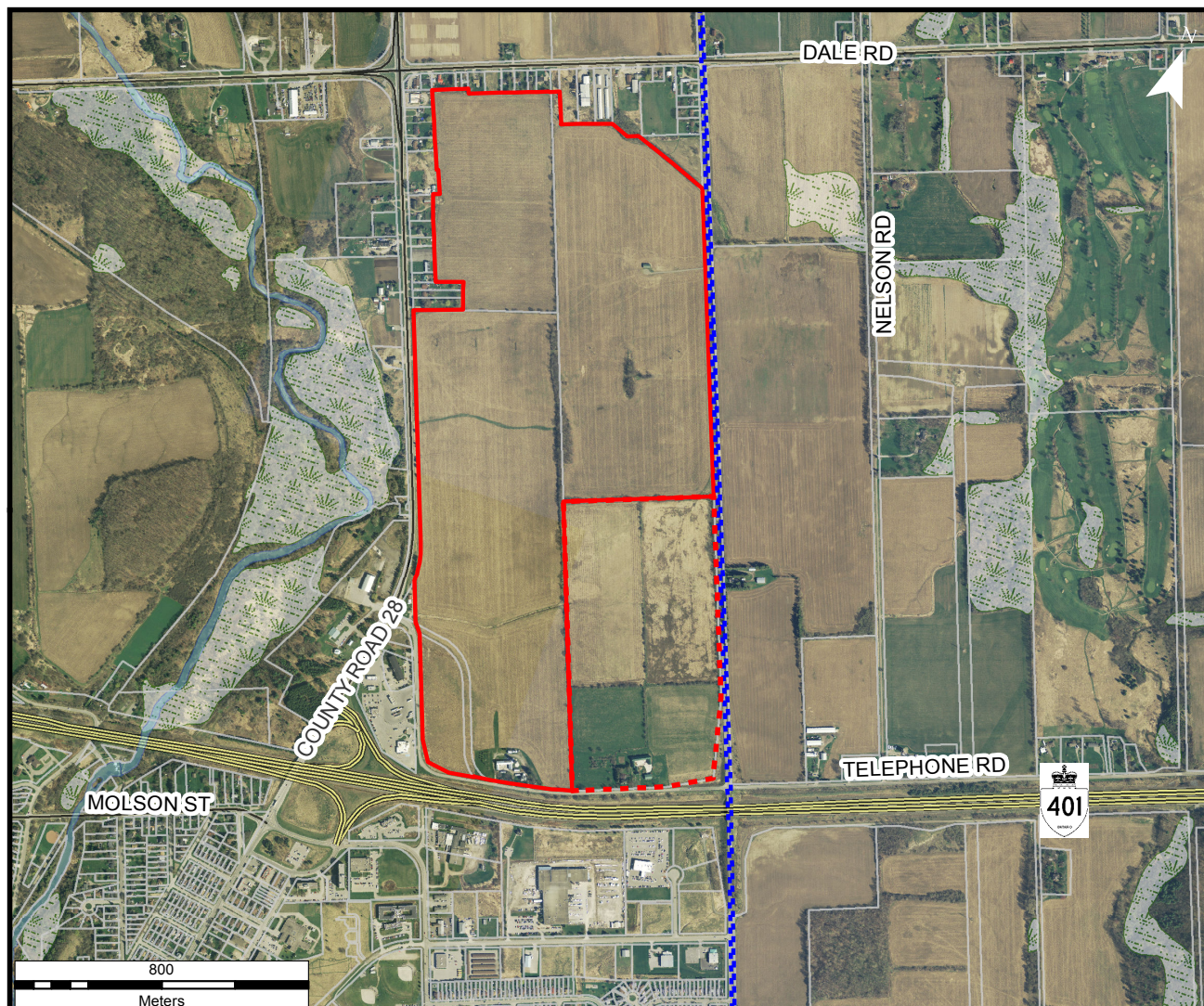
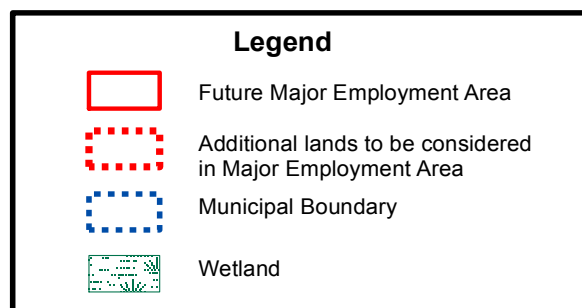
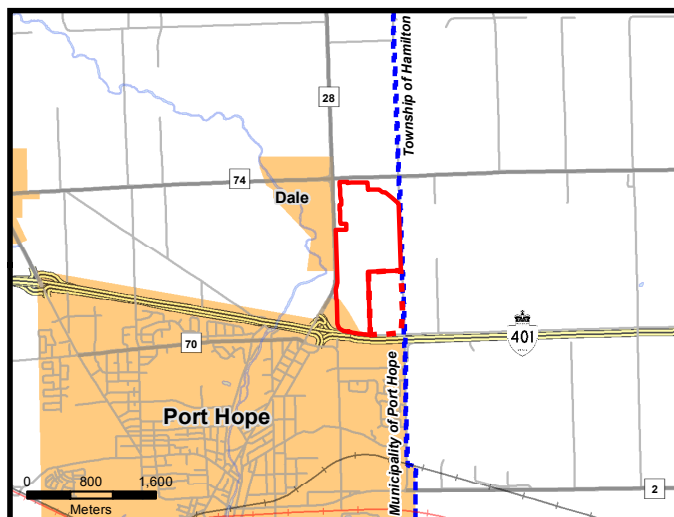
Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

cc: Nancy MacDonald, Clerk/Manager of Legislative Services
Dan Borowec, Director of Economic Development, Land Use Planning & Tourism
Jennifer Moore, CAO

Major Employment Area (Port Hope)

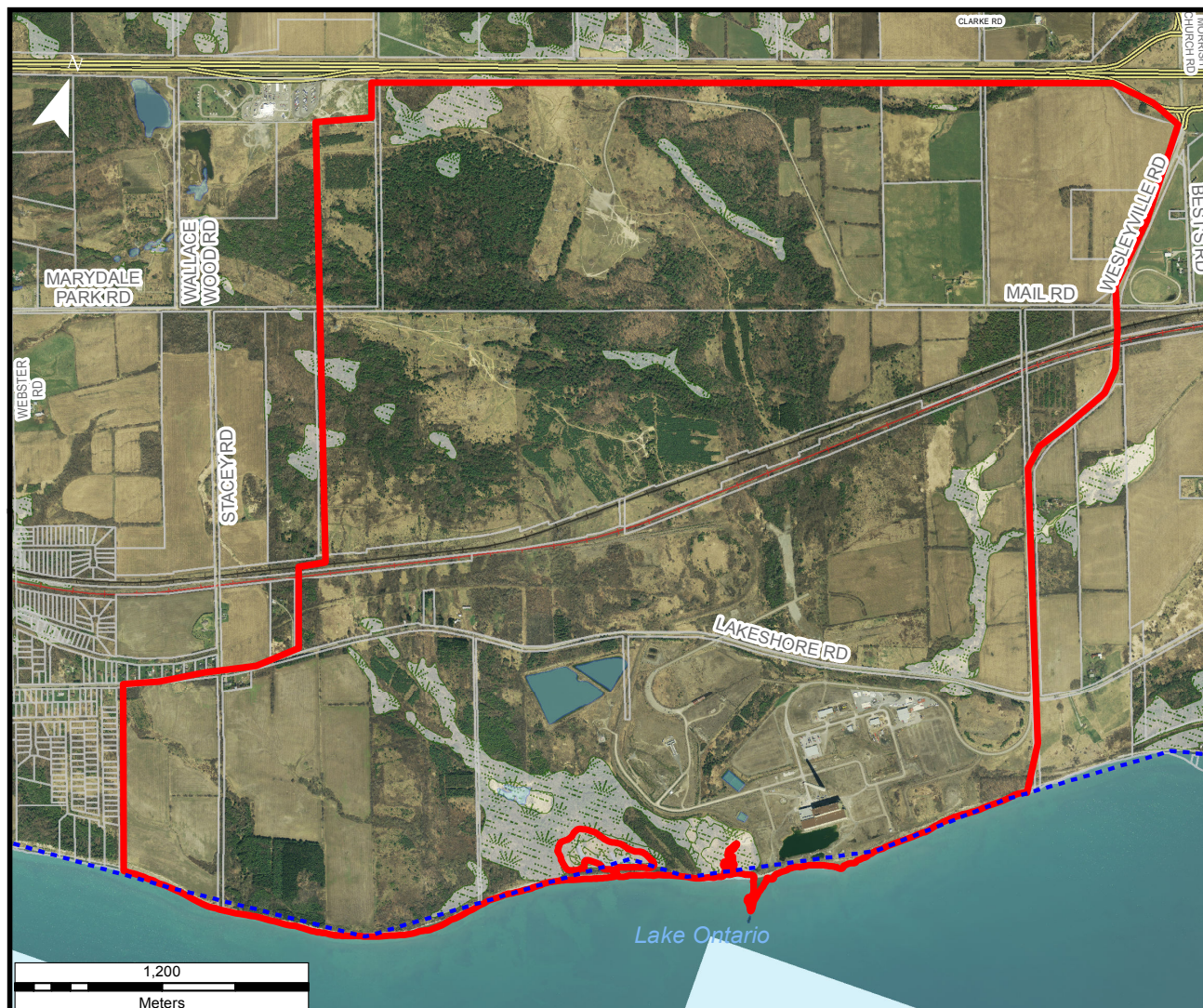
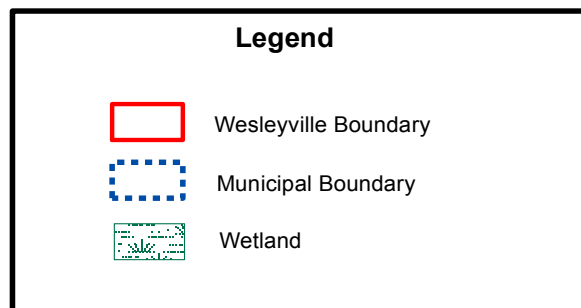
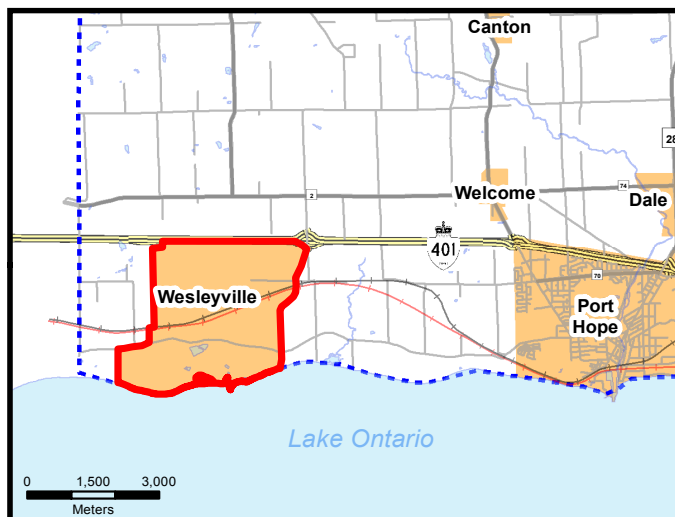


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Wesleyville Rural Employment Area

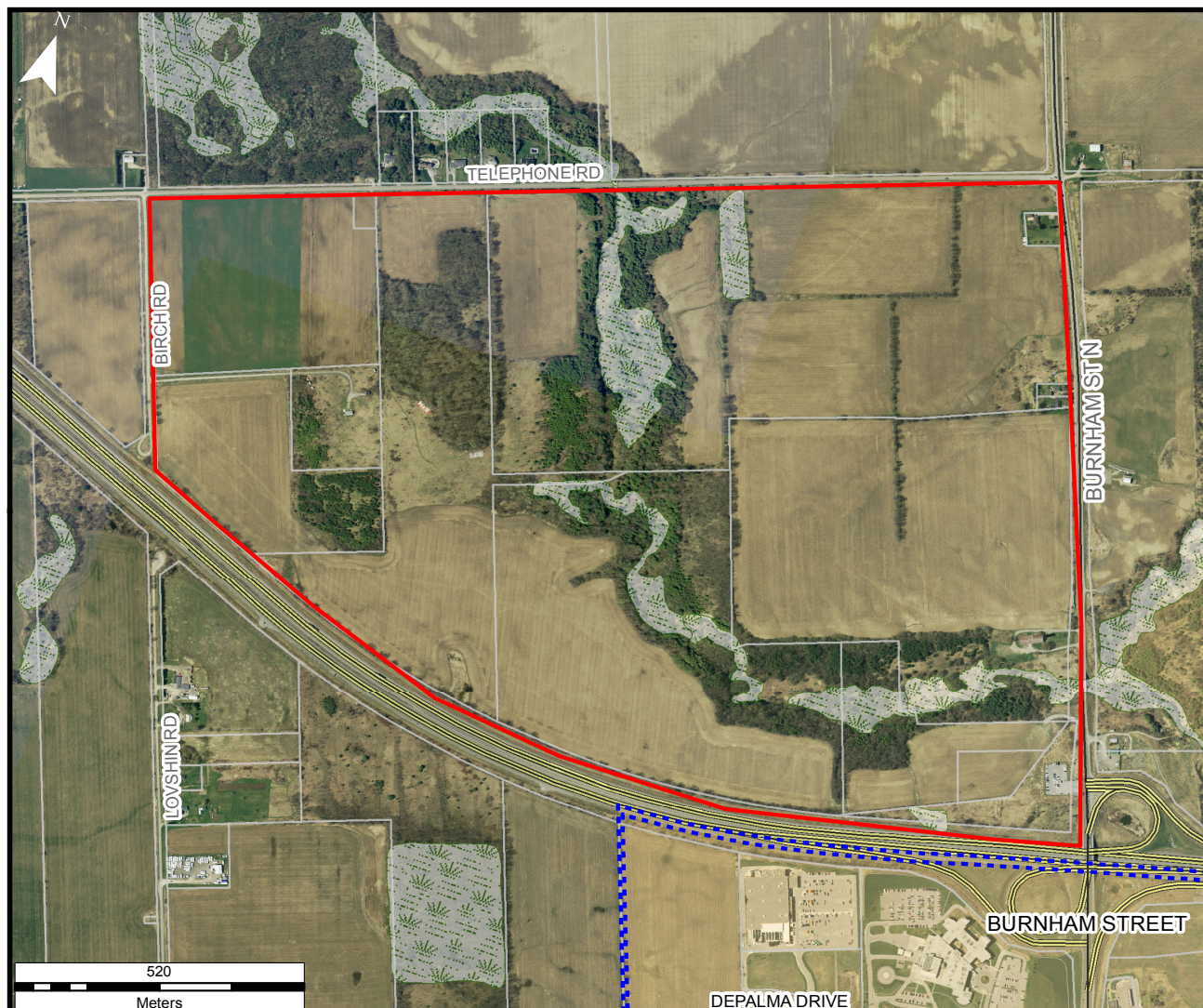
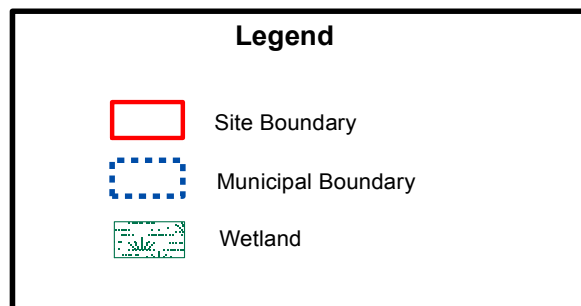
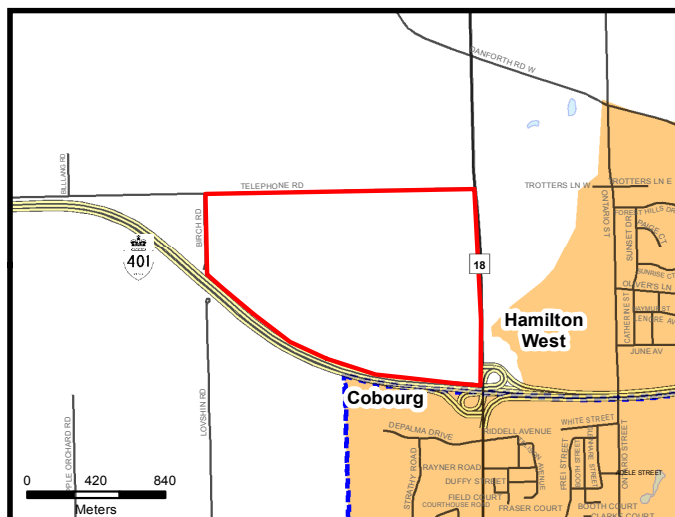


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Alternative Major Employment Area (Cobourg/Hamilton)

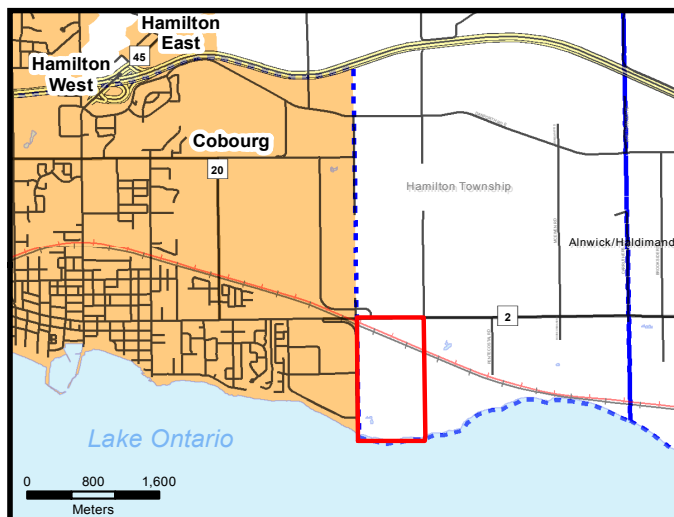


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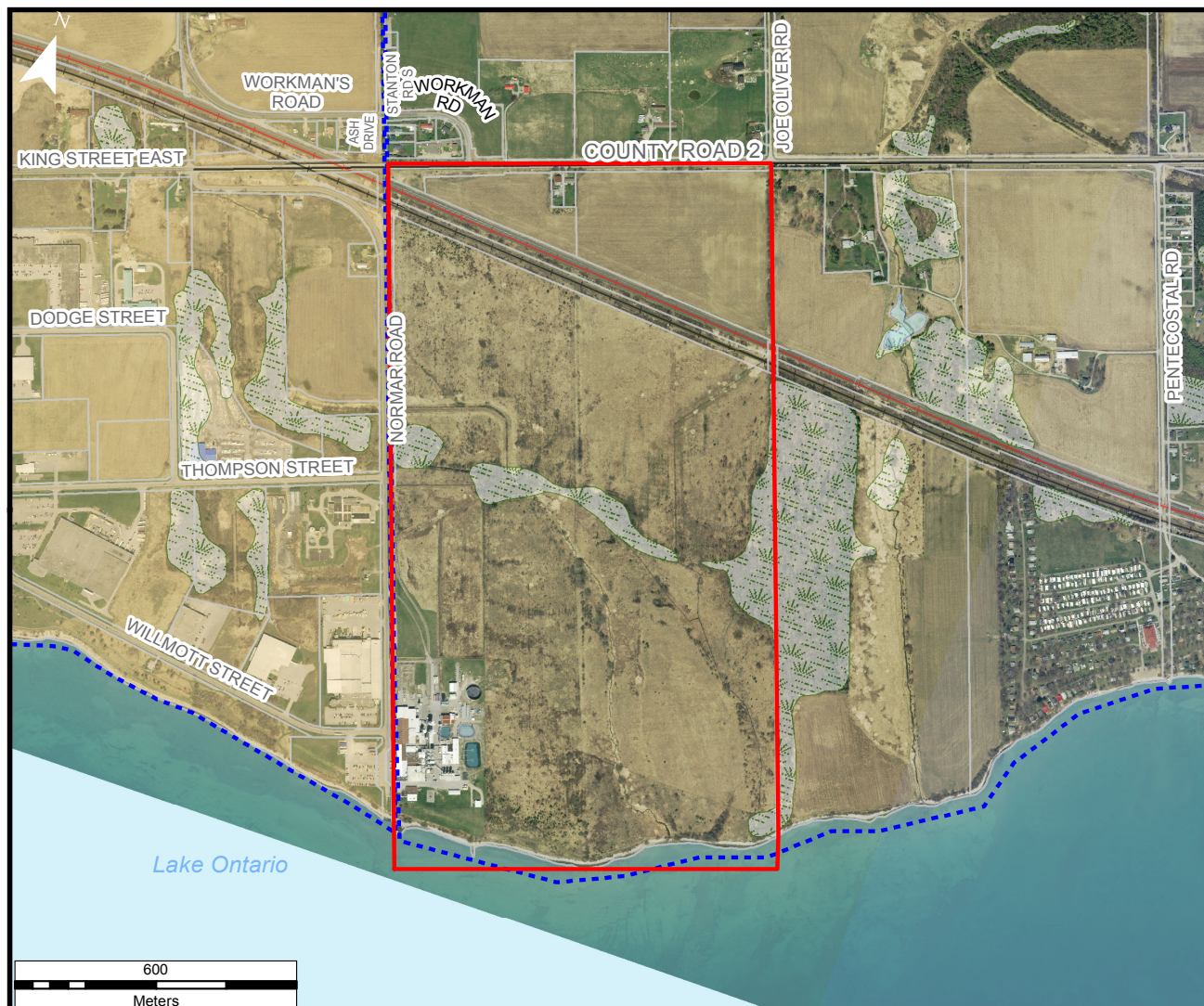
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Cobourg/Hamilton Employment Area



Legend

-  Site Boundary
-  Municipal Boundary
-  Wetland



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Resolution



Moved By *J. Kane*

Agenda
Item 9I

Resolution No.
2019-06-19-145

Last Name Printed CANE

Seconded By *Gail Latchford*

Last Name Printed GAIL LATCHFORD

Council Date: June 19, 2019

“Whereas the Province is considering changes to the Growth Plan’s provincially significant employment zones and has requested a council-endorsed letter confirming municipal positions for considering new provincially significant employment zones;

And Whereas County and municipal planning staff have coordinated and undertaken a preliminary review to determine potential areas for provincially significant employment zones in Northumberland;

Now Therefore Be It Resolved That the Council of the County of Northumberland hereby supports the following four areas to be considered as provincially significant employment zones:

1. Future Major Employment Area (Port Hope) - bound by Highway 401 to the south, County Road 28/Ontario Street to the west, Dale Road to the north, and Hamilton Road to the east;
2. Wesleyville (Port Hope) - bound by Highway 401 to the north, Wesleyville Road to the east, Lake Ontario to the south and Stacey Road / Port Hope OnRoute to the west;

page 1 of 2

Agenda Item 9I

Resolution No. 2019-06-19-145

Council Date: June 19, 2019

3. Alternative Major Employment Area (Cobourg/Hamilton) - bound by Burnham Street to the east, Highway 401 to the south, Birch Road to the west and Telephone Road to the north;
4. Cobourg/Hamilton Employment Lands - bound by County Road 2 to the north, Normar Road to the west and Lake Ontario to the south;

And Further Be It Resolved That the Province consider requiring any lands within a provincially significant employment zone be designated in municipal official plans to facilitate land use changes and ensure long-term protection;

And Further Be It Resolved That a copy this report be sent to the Ontario Growth Secretariat at the Ministry of Municipal Affairs and Housing;

And Further Be It Resolved That a copy of this report be sent to the Town of Cobourg, Township of Hamilton and Municipality of Port Hope for their information and support."

page 2 of 2

**Recorded Vote
Requested by**

Councillor's Name

Carried




Warden's Signature

Deferred

Warden's Signature

Defeated

Warden's Signature

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	COMMITTEE OF THE WHOLE STAFF REPORT	
TO:	Mayor and Council	
FROM:	Dave Johnson	
TITLE:	Planner I – Heritage	
DATE OF MEETING:	September 23, 2019	
TITLE / SUBJECT:	Downtown Cobourg Vitalization Community Improvement Plan: 2019 Intake	
REPORT DATE:	September 12, 2019	File #:

1.0 **STRATEGIC PLAN**

Places: The Town protects, preserves and promotes its natural assets, heritage, arts, culture and tourism.

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

2.0 **PUBLIC ENGAGEMENT**

In 2015, in conjunction with the Downtown Cobourg Vitalization Master Plan (DMP) process, the Town embarked on the preparation of a Downtown Cobourg Vitalization Community Improvement Plan (CIP). The CIP is intended to provide a comprehensive tool kit of financial incentive programs specifically designed to address the community improvement needs in Downtown Cobourg and, over time, will help achieve the Vision for Downtown Cobourg as outlined in the Downtown Cobourg Vitalization Action Plan (DVAP) and the DMP.

On March 21, 2016, following a comprehensive background review and public engagement process, Cobourg Municipal Council adopted the Downtown Cobourg Vitalization CIP in accordance with Section 28 of the Planning Act, RSO 1990, c.P.13, as amended.

An Implementation Plan for 2019 was outlined in a report to Council in March, 2019. As per the report from March 2019, a multi-media communication plan for the 2019 CIP Intake program was implemented by staff, including the preparation of a brochure summarizing the CIP that was mailed to all property owners within the eligible CIP study area, presence on the municipal website,

as well as regular advertisements in the Town's weekly ad block in the Northumberland News newspaper leading up to the Intake deadline of July 5, 2019.

3.0 RECOMMENDATION

WHEREAS Twelve (12) applications for financial support under the Downtown Cobourg Community Improvement Plan (CIP) were received during the intake period of 2019,

AND WHEREAS the Evaluation Committee has determined that the proposed scope of work of twelve (12) projects is consistent with the goals of the Downtown Cobourg Vitalization Community Improvement Plan, and meets the program requirements for the Façade Improvement Grant/Loan Program and/or the Building Improvement Grant/Loan Program, and/or the Residential Grant/Loan Program and/or the Study Grant/Loan Program;

IT IS RECOMMENDED THAT Council authorize the disbursement of the following financial incentives under the programs of the Downtown Cobourg Community Improvement Plan (CIP) in the amount of \$110,000 in grants + \$5,000 in loan costs (for loans totalling \$71,942) for a total expenditure of \$115,000:

- 1 King Street East. (TVM Group): \$37,080 Residential Grant and Building Improvement Grant;
- 38 Covert Street (Lee): \$24,000 Residential Grant and Building Improvement Grant. \$25,000 Building Improvement Loan and a \$40,000 Residential Loan;
- 52 King Street West (Kest and York): \$12,340 Façade Improvement Grant and Building Improvement Grant;
- 5 King Street West (Bowman): \$8,655 Façade Improvement Grant and Building Improvement Grant;
- 23-29 King Street West (Copeman-Kessler): \$8,455 Façade Improvement Grant and Building Improvement Grant
- 2 King Street West (Reidrev/Verdier): \$7,540 Study Grant and Building Improvement Grant
- 77 Albert Street (Lee): \$6,255 Façade Improvement and Building Improvement Grant;
- 322 George Street (McLachlan): \$2,715 Façade Improvement Grant and \$6,942 Façade Improvement Loan
- 112 Orange Street (Brown): \$890 Façade Improvement Grant
- 275 George Street (Panaitescu): \$845 Façade Improvement Grant
- 80 King Street West (Molen): \$775 Building Improvement Grant
- 6 King Street West (Reidrev/Verdier): \$450 Façade Improvement Grant;

4.0 ORIGIN

Council approved the allocation of \$75,000.00 in the 2019 municipal operating budget (from the Holdco reserve) for the 2019 CIP program, and an additional \$40,000.00 has been allocated to the program via a grant from Ontario's Main Street Revitalization Initiative to be used to implement priorities under existing Community Improvement Plans (including grants for renovations, retrofits and structural improvements), for a total funding allocation of \$115,000.00. For the 2019 CIP program, a greater focus was placed on larger improvement projects, including but not limited to such projects that: i) feature intensification and/or refurbishment of the upper floors of downtown buildings resulting in new or improved residential dwelling units and/or commercial space; ii) implement *major* building/façade improvements; and/or, iii) involve securing a landmark or anchor business.

Following the CIP Intake deadline of July 5, 2019, the Evaluation Committee met on August 7, 2019 and August 16, 2019 to review and evaluate twelve (12) applications. The purpose of this report is to advise Council of the applications received during the 2019 Intake period for financial support under the Downtown Cobourg Vitalization CIP, and to recommend the allocation of funds.

5.0 BACKGROUND

The Downtown Cobourg Vitalization CIP was prepared in concert with the Downtown Cobourg Master Plan (DMP), and is intended to complement, support and be implemented in conjunction with the DMP. The CIP is called the Downtown Cobourg "Vitalization" CIP because it has been expressly developed and refined to help achieve the Vision and support the strategies and recommended actions contained in the Cobourg Downtown Vitalization Action Plan (DVAP).

In 2013, a survey of Cobourg and area residents undertaken as part of the DVAP strongly indicated that respondents wanted an improvement in the appearance of the buildings in Downtown Cobourg. The need to improve the poor appearance of building exteriors, back lanes and parking lots was highlighted by more than 80% of respondents – topping the list of concerns. Furthermore, the negative appearance of Downtown Cobourg accounted for a significant majority of unsolicited comments offered by residents. The survey also identified the following additional desired stores or services: mid-scale family restaurants, up-scale restaurants, food retailer, ladies & children's clothing & accessory shops, up-scale coffee shop, specialty stores, and businesses with unique cultural & artisan experiences.

On March 21, 2016, Cobourg Municipal Council adopted the Downtown Cobourg Vitalization CIP in accordance with Section 28 of the Planning Act,

RSO 1990, c.P.13, as amended. The Downtown Cobourg Vitalization CIP provides a comprehensive tool kit of financial incentive programs specifically designed to address the community improvement needs in Downtown Cobourg and, over time, will help achieve the Vision for Downtown Cobourg as outlined in the DVAP and the DMP. These financial incentive programs are designed to encourage private sector investment, rehabilitation, adaptive reuse, redevelopment, and construction activity in Downtown Cobourg.

The incentives contained within the Downtown Cobourg Vitalization CIP include grants and/or loans for work proposed under the following programs:

- Study Grant Program – costs for urban design study, heritage impact assessment, feasibility study and/or architectural/engineering studies and drawings;
- Façade Improvement Grant/Loan Program – costs for eligible façade and storefront improvement/restoration works;
- Building Improvement Grant/Loan Program – costs associated with eligible building improvement/restoration works;
- Residential Grant/Loan Program – costs associated with the creation/rehabilitation of residential space;
- Vitalization Tax Increment Grant Program – offsets any significant increase in municipal assessment and property taxes derived from a project(s);
- Brownfields Tax Assistance Program – cancellation of property taxes during rehabilitation and redevelopment periods on eligible brownfield properties;
- Vitalization Development Charge Grant Program – reduces or cancels development charges for eligible large-scale residential, commercial and mixed use vitalization projects; and,
- Fees Grant Program – application fees reduced or waived on specified development applications and permits for the renovation, rehabilitation and/or redevelopment of existing buildings.

Each program contains eligibility criteria for applicants to apply for and receive funding from Council, including for addressing such matters as improvements for barrier-free accessibility, energy efficiency retrofits and HVAC systems, fire protection systems, weatherproofing, residential intensification, brownfields, and structural and non-structural building upgrades. The programs can be used individually or “stacked” together for a particular project(s), just like tools in a toolbox.

2016 Summary

Council approved \$50,000.00 in the 2016 Municipal Budget for the implementation of the grant incentive programs of the Downtown Cobourg Vitalization CIP, with the funds allocated from the Holdco reserve. Given that the CIP was not in effect until late March of 2016, applications were accepted and reviewed by municipal staff on a case-by-case trial basis for the duration of 2016. A total of five projects were approved by Council, with total grants in the amount of \$54,696.13 and total secured repayable loans in the amount of \$51,886.00. The total expenditure by the Town for 2016 amounted to \$56,252 for the five projects. The total construction value of all projects in the 2016 Intake amounted to \$231,119.00 resulting in a leverage of approx. 3:1

2017 Summary

After the successful initial implementation of the CIP in 2016, Council approved \$150,000.00 in the 2017 Municipal Budget (via the Holdco reserve) to continue supporting the financial incentive programs.

In 2017, eleven (11) projects were approved by Council with total grants in the amount of \$80,046.00 and total secured repayable loans in the amount of \$31,862.00. The zero interest loans are fully secured via loan agreements which are registered on title and repayable to the Town over 5 years at a cost of 3% per annum. The loan costs and statutory fees to register the agreements on title amounted to \$5,607.27. Therefore, the total expenditure by the Town for both the Spring and Summer intakes amounted to \$85,653.27, with \$64,346.73 unallocated in the 2017 Municipal Budget.

Furthermore, Council authorized two (2) reconsiderations of CIP applications in 2017. This provided for an additional total expenditure by the Town of \$28,075.28 for the two (2) reconsiderations. Therefore, the total expenditure by the Town for 2017 amounted to \$113,728.55 for the thirteen (13) projects. The total construction value of all projects in the 2017 Intake amounted to \$310,502.00 resulting in a leverage of approx. 2:1.

2018 Summary

After a successful second year of the implementation of the CIP in 2017, Council approved \$150,000.00 in the 2018 Municipal Budget (via the Holdco reserve) to continue supporting the vitalization of Cobourg's historic downtown through the financial incentive programs of the CIP. In April of 2018, Council endorsed the implementation of a single Intake for the implementation of the CIP program in 2018.

The 2018 CIP Intake closed on Friday July 13th, 2018. Seven (7) applications were received. On July 23rd and 30th, 2018, the Evaluation Committee met to review 2018's applications. Six (6) of the seven (7) applications valued at

approx. \$940,000 were approved by Council at a cost to the Town of \$136,822.00.

After the 2018 CIP intake \$13,178.00 remained unallocated for the remainder of the year, with delegation of approvals granted by Council to staff and the Evaluation Committee. In October 2018 the Town received an application by the owner of 52 King Street West for a facade restoration project. On November 7th, the Evaluation Committee re-convened to review the application. The Evaluation Committee approved the application from 52 King St. W for a \$12,500.00 Facade Improvement Grant.

Therefore, a total of seven (7) projects were approved by the Town in 2018 with total grants in the amount of \$143,222.00 and total secured repayable loans in the amount of \$98,786.00, with a total municipal expenditure of \$149,322.00, inclusive of loan costs. The total construction value of all projects in the 2018 Intake amounted to \$991,000.00 resulting in a leverage of 5.6:1.

The Evaluation Committee utilized an application evaluation matrix with a weighted scoring system that considered the following criteria:

- Grant Cost Leverage – the ratio of the applicant's contribution to the Town of Cobourg's grant/loan funds requested;
- Visual Impact – significance of the improvement to the building/property as is visible from the public realm;
- Downtown Vitalization Impact – the extent to which a project supports the goals and objectives of the Downtown Vitalization Action Plan
- Heritage Conservation Impact – where a project involves a designated heritage property, the application of best practices of heritage building stewardship;
- Residential Square Footage – the percentage of the total gross floor area of a building that is residential space being rehabilitated/converted/upgraded/created;
- Business Square Footage – the percentage of the total gross floor area of a building that is commercial/business space being rehabilitated/converted/upgraded/created.
- Structural Integrity Impact – where a project addresses significant structural/engineering issues with a building.

6.0 ANALYSIS

The following section of this report summarizes each of the applications received, and includes a recommendation of the allocation of financial support for each proposal.

1 King Street East

FINANCIAL SUPPORT RECOMMENDED:	\$37,080 (Residential Grant and Building Improvement Grant)
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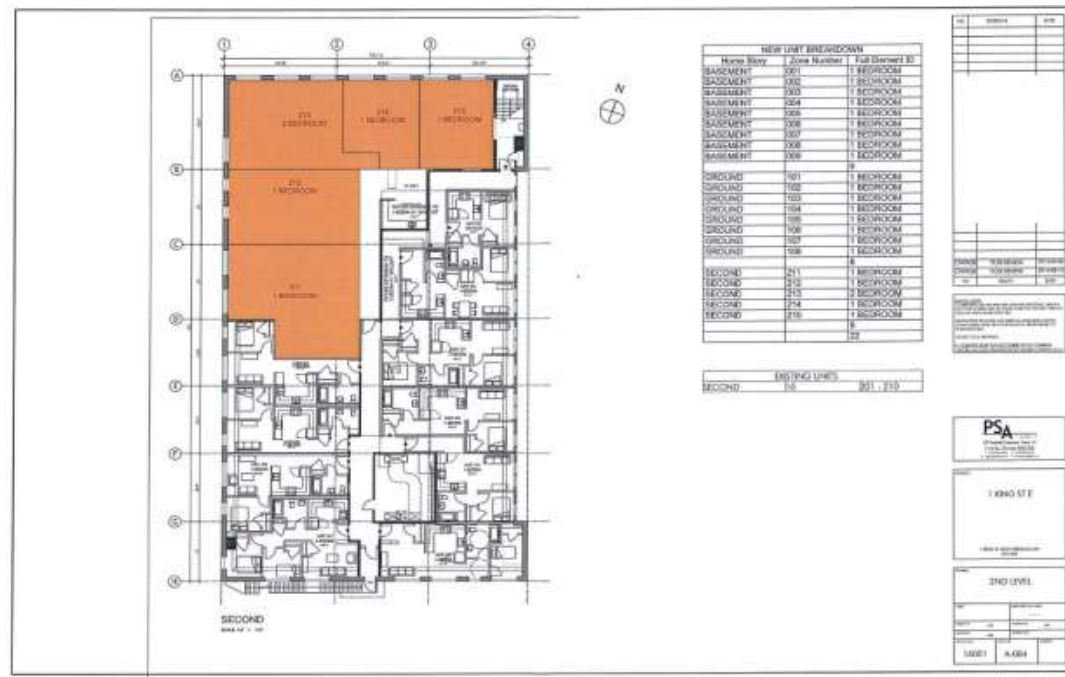
Total cost of project before HST (as per quote submitted):	Approx. \$630,535 (Residential Grant and Building Improvement Grant)
Owner:	TVM Group
Existing use(s) of building/property:	Currently a portion of the second floor is vacant commercial space
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). No heritage permit required for interior renovations.

Summary of scope of work:

- Conversion of vacant upper floor commercial space into 5 residential units

The owner would like to contribute to the vitalization of Cobourg's Historic Downtown through the addition these residential units. In the future, the owner of the property intends to provide additional residential units within the building.





2 King Street West and 239- 243 Division Street

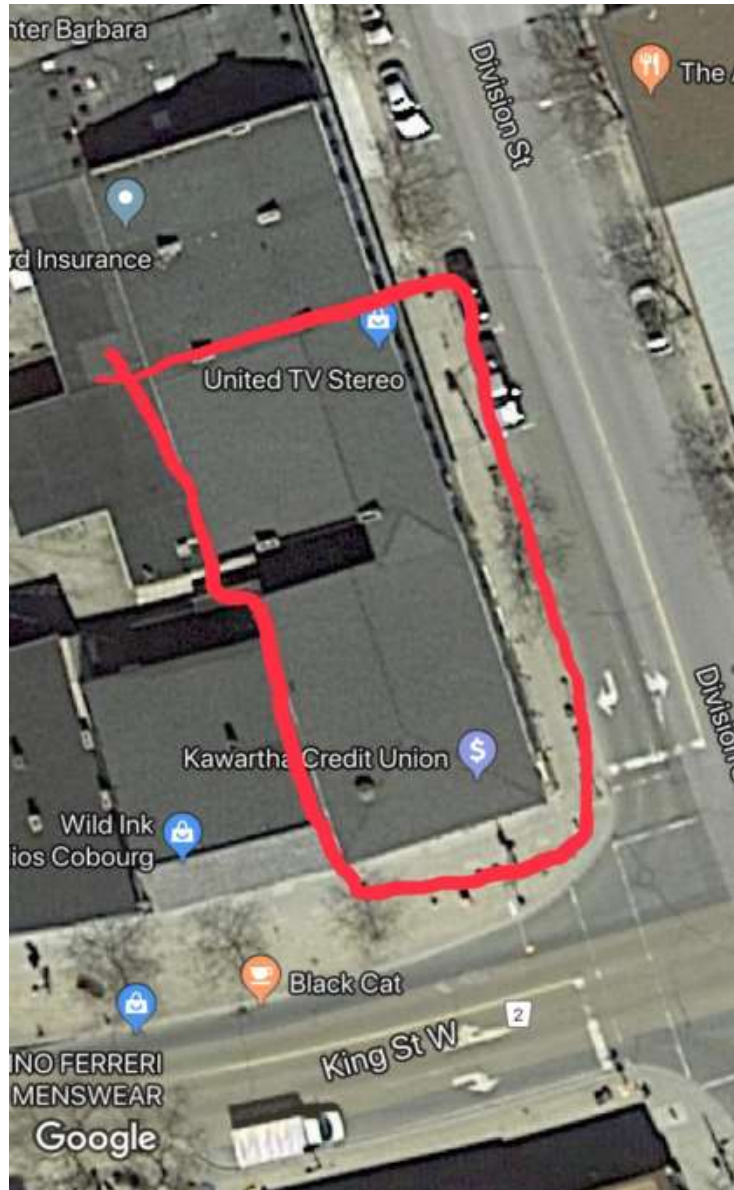
FINANCIAL SUPPORT RECOMMENDED:	\$7,540 (Study Grant and Building Improvement Grant)
Total cost of project before HST (as per quote submitted):	Approx. \$79,762 (Study Grant and Building Improvement Grant)
Owner:	Reidrev Management Inc. (Fabien Verdier)
Existing use(s) of building/property:	Retail and commercial tenants on the first floor (United TV, Kawartha Credit Union and Reg Ward Insurance). Residential tenants at 2 King St. W, no residential tenants at 239 & 243 Division.
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit pending.

Summary of scope of work:

- This phase of the project will consist of developing the necessary documentation for pricing, construction and Building Permit to build the

residential apartments on the second and third floor at 2 King Street West / 239-243 Division Street, Cobourg.

- The proponent is also proposing to remove the current asphalt shingle roof and replace with a metal roof.



Above: outline of the area of the roof to have metal roofing.



Above: The current state of the asphalt roof at 2 King St. W. The old vents will be maintained.

5 King Street West (Formerly A.M Hall Jeweller Ltd. - Future law office)

FINANCIAL SUPPORT RECOMMENDED:	\$8,655 (Façade Improvement Grant and Building Improvement Grant)
Total cost of project before HST (as per quote submitted):	Approx. \$37,069
Owner:	2692591 Ontario Ltd. (Bowman)
Existing use(s) of building/property:	One commercial ground floor unit (former A.M Hall Jeweller, future law office); One residential unit on second floor unoccupied.
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit approved.

Summary of scope of work:

- The applicant is in the process of purchasing the subject property. The new owner intends to rent one upper floor residential unit to new tenants. The ground floor commercial unit will be leased to Schmidt Law Legal Services ("Schmidt Law") for their second office in Northumberland

County. The applicant intends to upgrade the second floor residential unit to current building and fire code standards. With the assistance of this funding, the applicant intends to enhance the cultural heritage value of the property.

- New signage will be installed for the new business.
- During the process of purchasing this property, the applicant engaged a home inspector who prepared a report and noted several repairs and upgrades that need to take place immediately, notably:
 - Fire and health and safety upgrades;
 - Upgrading the electrical (replace knob and tube wiring)
 - Roof repairs
 - Structural repairs to foundation
 - Removal of asbestos



Above: 5 King St. W. formerly A.M Hall Jeweller.

6 King St. W (Currently Woody's)

FINANCIAL SUPPORT RECOMMENDED:	Total Grant: \$450
Total cost of project before HST (as per quote submitted):	Approx. \$4,500
Owner:	Reidrev Management Inc. (Fabien Verdier)
Existing use(s) of building/property:	Residential units 2 nd floor and one ground floor commercial unit (Woody's)
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit pending.

Summary of scope of work:

- Façade Improvements: the whole first storey (Woody's) is proposed to be freshly painted from the Town's Heritage Colour Palette (colour pending)



Above: 6 King St. W front façade (Woody's storefront) to be painted.

23-29 King St. W.

FINANCIAL SUPPORT RECOMMENDED:	\$8,455 (Façade Improvement Grant and Building Improvement Grant)
Total cost of project before HST (as per quote submitted):	Approx. \$35,360
Owner:	Blue Yonder Productions Inc. (Jane Kessler-Copeman and Bruce Copeman)
Existing use(s) of building/property:	Retail and commercial tenants on the first and second floors (Brocanier's Menswear, Van Jewellery, What's In Store, Skye's Boutique, Creative Collective)
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>).

Summary of scope of work:

- The goal for this project is to re-habilitate a portion of the 2nd floor to allow for the expansion of the current second floor business (Creative Collective)
- Façade Improvement: Repair and replace (with exact replica) windows on the south (rear) elevation.
- Building Improvement: Improve the condition of the east side of the 2nd floor interior to allow for tenant expansion and add air conditioning to the occupied west side.
 - Sand, repair and stain existing wood floors
 - Paint walls
 - Trim repairs
 - 3 new interior doors to separate the existing tenant area.

INTERIOR

— NEW
 — EXISTING
 "CREATIVE COLLECTIVE"

23-25-27-29 KING ST. W
 2nd. fl.
 4048.3 SQ. FT.

201 COPEMAN / KESSLER
 SQ. FT. Plan Scale 1/8" = 1'-0"



Above: 23-29 King St. W showing the expansion of the second floor office space (highlighted in red)

AC + PLATFORMS ON LOWER ROOF



EXACT LOCATION TBD.

Above: 23-29 King St. W showing the new proposed AC locations.

2ND FLOOR CONDITIONS



Above: second floor condition of the current vacant space



2ND Floor Condition

Above: second floor condition of the current vacant space

2nd Floor Condition



Above: second floor condition of the current vacant space

52 King St. W (Across from Victoria Hall; Former Sarby's)

FINANCIAL SUPPORT RECOMMENDED:	\$12,340 (Façade Improvement Grant and Building Improvement Grant)
Total cost of project before HST (as per quote submitted):	Approx. \$83,000
Owner:	Kest and York Developments (Pasi Woloslow)
Existing use(s) of building/property:	Currently vacant, however one unit of three has been leased for a pharmacy.
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit approved.

Summary of scope of work:

- New sign band with a more in keeping with Downtown character.
- Remove dated lighting with new energy efficient LED lighting

- Repaint rear of building
- Replace rear door and broken windows
- Upgrade rear unit with new floors, lights and walls, creating a leasable space.



Above: Existing conditions at rear of 52 King St. W



Above: existing conditions at the front of 52 King St. W



Above: existing conditions of the interior of 52 King St. W



Above: existing conditions of the interior of 52 King St. W



Above: existing conditions of the interior of 52 King St. W

38 Covert St.

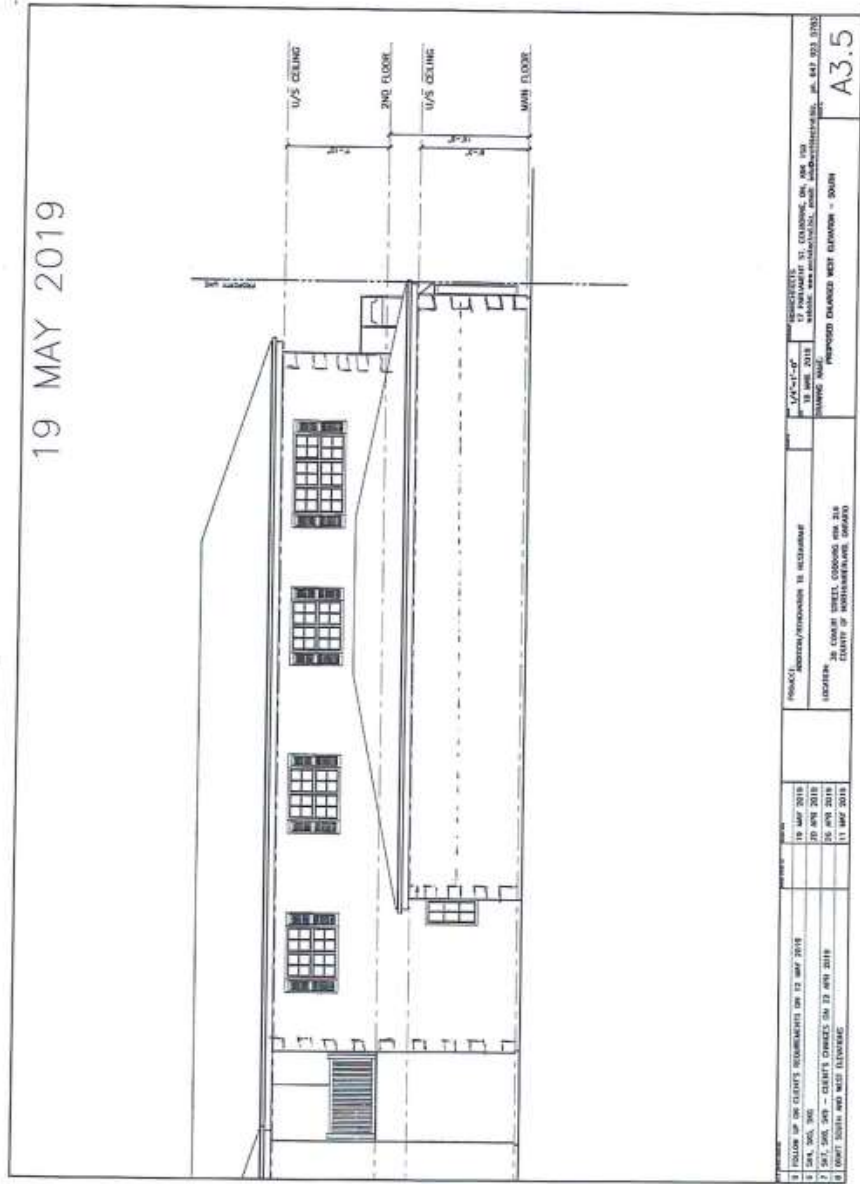
FINANCIAL SUPPORT RECOMMENDED:	\$24,000 (Building Improvement Grant and Residential Grant) \$25,000 Building Improvement Loan \$40,000 Residential Loan Owners have requested 100% Vitalization Tax Increment Grant
Total cost of project before HST (as per quote submitted):	Approx. \$229,500
Owner:	2500709 Ontario Ltd. (Lee)
Existing use(s) of building/property:	Commercial restaurant
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit approved.

Summary of scope of work:

- Applicant is proposing to convert the second floor to 2 apartments.
Currently the second floor is a private dining area.
- Construct an extension on the west side of the building to house accessible washrooms on the ground floor and a new dining room.

Appendix 'c'

19 MAY 2019



Above: Layout plan for the west building extension (rear)

26 APRIL 2019

829 SFT.

OUTDOOR PAUL

KITCHEN

STORAGE

STOVE

SEATING

TABLE

STAIRS

14'-0"

14'-0"

14'-0"

14'-0"

24

[illegible]

25

77 Albert Street (Historic Jail)

FINANCIAL SUPPORT RECOMMENDED:	\$6,255 (Façade Improvement Grant and Building Improvement Grant)
Total cost of project before HST (as per quote submitted):	Approx. \$67,800
Owner:	1226577 Ontario Ltd (Lee)
Existing use(s) of building/property:	Commercial (Jailhouse Inn and Tavern)
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit approved.

Summary of scope of work:

- Install two upper floor (attic) dormer windows in the “Mansion” (one north facing and one south facing)
- Convert three roof ventilation openings to windows
- Construction of a hallway roof connection for an additional fire escape to enable usage of additional upper floor space in the building.



Above: Plan for new dormer windows and skylights (east view)



Above: Plan for new dormer windows, skylights and fire escape (north view)



Above: Plan for new dormer windows and skylights (south view)

80 King Street West (Cobourg Coffee House)

FINANCIAL SUPPORT RECOMMENDED:	\$775 (Building Improvement Grant)
Total cost of project before HST (as per quote submitted):	Approx. \$8,721
Owner:	Susan and Kenneth Molen
Existing use(s) of building/property:	Commercial (Cobourg Coffee House) and one upper floor residential unit
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit approved.

Summary of scope of work:

- Remove/replace siding and add insulation on lower level rear extension
- Remove/replace siding on upper level rear extension



Above: Upper and Lower level rear extensions

112 Orange Street (Private Residence)

FINANCIAL SUPPORT RECOMMENDED:	\$890 (Building Improvement Grant)
Total cost of project before HST (as per quote submitted):	Approx. \$9,119
Owner:	Brittney Brown
Existing use(s) of building/property:	Residential
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit pending.

Summary of scope of work:

- Remove/replace exterior baseboard trim
- Remove/replace eavestroughs

- Cover wooden boxed cornices at returns with aluminum
- Replacement of front door with Greek Revival style panel door beneath a pane of frosted glass
- Repair/replacement of wood windows
- Paint existing siding (colour TBD)
- Replace exterior basement access door



Above: Exterior wood windows to be repaired/replaced (like for like)



Above: exterior baseboard trim



Above: Front door to be replaced



Above: eavestroughs to be replaced



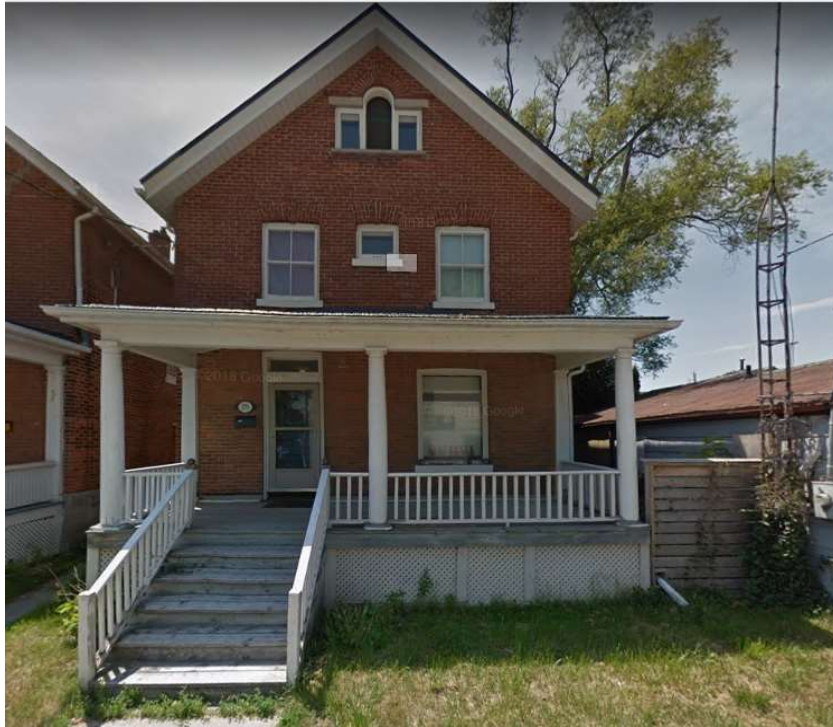
Above: exterior basement access door to be replaced.

275 George Street (Private Residence)

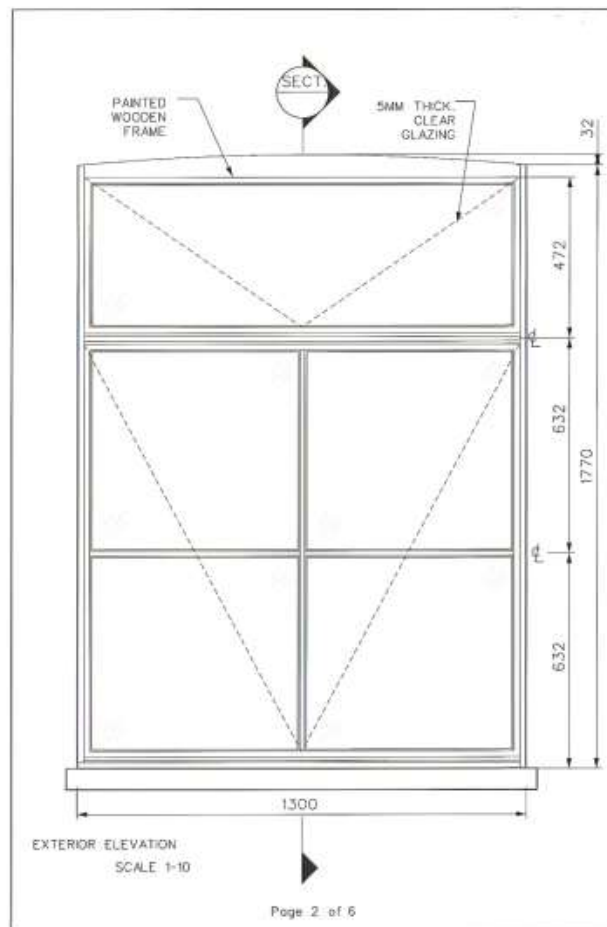
FINANCIAL SUPPORT RECOMMENDED:	\$845 (Building Improvement Grant)
Total cost of project before HST (as per quote submitted):	Approx. \$4,924
Owner:	Cristina Panaitescu
Existing use(s) of building/property:	Residential
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit pending.

Summary of scope of work:

- Fabrication and installation of a new wood frame window



Above: Original first floor window damaged by vandalism



Above: Replacement window detail

322 George Street (Private Residence)

FINANCIAL SUPPORT RECOMMENDED:	\$2,715 (Façade Improvement Grant) \$6,942.25 (Façade Improvement Loan)
Total cost of project before HST (as per quote submitted):	Approx. \$13,884
Owner:	Peter McLachlan
Existing use(s) of building/property:	Residential
Heritage status:	Located in a Heritage Conservation District (designated under Part V of the <i>Ontario Heritage Act</i>). Heritage Permit pending.

Summary of scope of work:

- Ground floor west and south facing windows are proposed to be extensively repaired (west windows are painted shut, sash cords of all windows are missing, putty is falling out or failing)
- Re-glaze all 5 windows
- Interior magnetic storms to replace existing exterior aluminum storms
- Front west facing stain glass window to be repaired



Between 12-16 pieces of the stained glass are broken or cracked. It leaks a lot of cold air in winter.

The whole assembly is sagging.

The whole window has to be removed, taken to Twindmills repair shop in Colborne and either each bad piece will be replaced or the whole window rebuilt.

If the matching colour and texture can be found it may be possible to replace individual pieces as long as the lead is in good enough condition.

Otherwise Twindmills will rebuild the whole window and add 2-3 vertical supports to prevent future sagging.

Their quote for this is attached.

Above: explanation and picture from owner



Main front window from inside. Currently will not open. Sash cords are broken.

Above: statement and picture from owner



Main front window from outside. Faces west.
Finish and paint is in bad condition but we believe the underlying wood is in good condition. No apparent rot.
We want to remove the 1960's style aluminum storm windows.
Renovate and clean up the exterior wood frames and the wood window.
Reglaze and paint in same colours.

Above: statement and picture from owner



Sunroom windows facing west.

We want to remove the lower aluminum storm windows and clean and paint up the frames.

The top stained glass window has a removable double glazing storm window which we may leave in place depending on condition and air permeability.

The renovation of these windows has been started by a previous owner but was badly done and not completed. They need to be removed, sanded, glazed, refitted and repainted.

Above: statement and picture from owner



Sunroom casement style windows
interiors

Above: statement and picture from owner



Shows air leakage around aluminum storms.

Above: Statement and picture from owner



Sunroom casement style windows interiors
Above: Statement and picture from owner

DISCUSSION

The Evaluation Committee felt that the applications submitted under the 2019 Intake program were generally considered to be of good quality, however the following six (6) proposals ranked more favourably with respect to grant leverage, visual and heritage preservation impact, rehabilitation of residential/business space, and supporting the goals and objectives of the Downtown Vitalization Action Plan:

- 23-29 King Street West (Blue Yonder Productions - improvements and upper floor commercial expansion);
- 1 King Street East (TVM Group - upper floor residential intensification for 5 new residential units);
- 38 Covert Street (2500709 Ontario Ltd. - upper floor residential intensification for 2 new residential units and accessible washrooms);
- 5 King Street West (2692591 Ontario Ltd. - commercial/residential building and façade improvements);
- 2 King Street West/239-243 Division Street (Reidrev Management Inc. - building improvements); and,
- 52 King Street West (Kest and York Developments - façade and building improvements).

Should Council approve the recommended allocation of funds as outlined in this report, a total of \$115,000.00 (including approx. \$5,000.00 in loan and registration costs) will be committed in funding under the 2019 Intake.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

Cobourg Municipal Council allocated a total of \$75,000.00 in the 2019 Municipal Budget (via the Holdco reserve) for the implementation of financial incentives as part of the 2019 Downtown Cobourg Vitalization CIP program. Additionally, staff proposes that the remaining grant funds (\$40,000.00) from Ontario's Main Street Revitalization Initiative provided to the Municipality by the Provincial government be allocated to this year's CIP for a total of \$115,000.00.

The total grant requests by the 12 applicants in the 2019 Intake exceeded the aforementioned budget allocation and grant amount. Based on the evaluation scoring, those projects that received higher scores by the Evaluation Committee as noted above are being recommended for a higher proportionate share of the funds.

A total of \$110,000.00 in grant incentives and a total of \$71,942.00 in loan assessments are recommended for twelve (12) applications under the 2019 Intake program. The zero interest loans are fully secured via loan agreements which are registered on title and repayable to the Town over 5 years at a cost to the Town of 2% per annum. As such, the total cost to the Town of the loans

allocated in the 2019 Intake is estimated at \$5,000.00 for the five (5) year term. Therefore, the total expenditure for this Intake is \$115,000.00.

The total approximate value of all project construction costs recommended for funding under the 2019 Intake is \$1,204,174.00 excluding HST. Thus, based on a total proposed funding allocation cost of \$115,000.00, this represents an estimated cost leverage of private investment of 81.5% to incentive expenditure of 18.5% in Cobourg's downtown, or a leverage of 10:1. With respect to the Town's portion of the funding (\$75,000), the cost leverage of private investment is 16:1.

8.0 CONCLUSION

In summary, the Downtown Cobourg Vitalization CIP was developed to directly support the Downtown Vitalization Action Plan (DVAP) and complement the Downtown Cobourg Vitalization Master Plan (DMP). A survey conducted in 2013 as part of the DVAP strongly indicated that Cobourg and area residents want an improvement in the physical appearance of the buildings, the intensification and expansion of commercial and residential uses, and the attraction of desirable businesses in Downtown Cobourg. The implementation of the CIP in 2019 has prioritized support for these key elements which are anticipated to stimulate further regeneration and vitality in Cobourg's historic downtown.

For the 2019 Intake, the Evaluation Committee recommends allocating financial support under the programs of the Downtown Cobourg Vitalization CIP to twelve (12) projects that were submitted for consideration during the 2019 Intake, with projects receiving higher scores being issued proportionately more funding in accordance with Council's direction for 2019. The provision of financial support through the programs of the Downtown Cobourg Vitalization CIP directly underpins the physical improvements being undertaken by property owners in Cobourg's historic downtown area.

10.0 AUTHORIZATION/SIGNATURES

Report Prepared By:



Dave Johnson
Planner I – Heritage


Report Approved By:



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



Ian Davey, CPA, CA
Interim CAO/Treasurer

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Committee of Adjustment	
FROM:	Desta McAdam	
TITLE:	Senior Planner - Development	
DATE OF MEETING:	September 24 th , 2019.	
TITLE / SUBJECT:	Applications for Consent for Servicing Easements: Lots 102-106, Plan 39M-901 (717-725 Wilkins Gate) New Amherst Ltd.	
REPORT DATE:	September 17, 2019.	File #: B-16/19, B-17/19, B-18/19

1.0 CORPORATE STRATEGIC PLAN OBJECTIVES

N/A

2.0 RECOMMENDATION

The following action is recommended:

That the requested consents for three (3) 1.2 m wide servicing easements to recognize the gas servicing arrangement on Lots #102-106, Plan 39M-901 (717-725 Wilkins Gate) 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

New Amherst Ltd., is currently constructing a townhouse block, consisting of five freehold townhouse dwelling units, known as Lots 102-106, Plan 39M-901 (717-725 Wilkins Gate). The interior dwelling units have 7.93 m frontage along Wilkins Gate, and the two exterior (end) units, have 13.11 m frontage along Wilkins Gate. See **Schedule “A”** Key Map.

Each freehold townhouse is planned to be serviced by a natural gas line, with the associated meter¹ equipment to be placed along the exterior wall of the residence. Typically, a natural gas line for a residence connects from the service in the public right-of-way directly onto private property, and the meter for the line is installed in an approved location on the exterior wall of the residence.

However, due to the minimum required radial clearances from windows, doors and electrical meters, the gas meter equipment cannot be mounted on the front wall of the three interior units for this townhouse model.

The interior townhouse dwelling units do not have any other suitable exterior wall exposures available to mount the meter; therefore, the applicant has arranged for the gas meters servicing the three interior units to be mounted on the exterior (end) townhouse dwelling units located at Lot #102, Plan 39M-901 (717 Wilkins Gate) and Lot #106, Plan 39M-901 (725 Wilkins Gate).

Specifically, the gas meter for Lots #103 & #104, Plan 39M-901 (719 & 721 Wilkins Gate) will be located on the south exterior wall of the dwelling located on Lot #102, Plan 39M-901 (717 Wilkins Gate) and the gas meter for Lot #105, Plan 39M-901 (723 Wilkins Gate) will be located on the north exterior wall of the townhouse dwelling unit located on Lot #106, Plan 39M-901 (725 Wilkins Gate). See **Schedule “B”** Gas Servicing Sketch.

Since the individual natural gas lines and meters servicing the interior townhouse dwelling units will cross private property line(s), easements in perpetuity to recognize this servicing arrangement must be established to

¹ For the purpose of this report, the term *meter* shall be used to describe all exterior gas regulation features, including the gas service regular vent opening.

ensure the interior townhouse units will always have rights to a gas line connection, and to permit access for any future service maintenance needs.

Accordingly, the applicant is proposing three consents for 1.2 m wide servicing easements to recognize natural gas line and meters locations servicing the three interior townhouse units currently under construction within the New Amherst neighbourhood. See **Schedule “C”** Draft Reference Plan.

Proposed Easement #1 (B-016/19): 1.2 m wide Servicing Easement in favour of Lot #103, Plan 39M-901, over Lot #102, Plan 39M-901;

Proposed Easement #2 (B-17/19): 1.2 m wide Servicing Easement in favour of Lot #104, Plan 39M-901, over Lot # 103, Plan 39M-901 and Lot #102, Plan 39M-901;

Proposed Easement #3 (B-18/19): 1.2 m wide Servicing Easement in favour of Lot #105, Plan 39M-901 over Lot #106, Plan 39M-901.

Note: This is the second instance where the applicant has applied to the Committee of Adjustment for easements to recognize natural gas servicing line and meter locations for this townhouse model. The identical servicing arrangement for this townhouse model was considered and approved by the Committee of Adjustment for Lots 107-111, Wilkins Gate in May 2019.

5.0 ANALYSIS

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

1. Provincial Policy Statement (PPS) & Growth Plan for the Greater Golden Horseshoe (the “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, 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;
- directing and accommodating expected growth or development in a manner that optimizes existing municipal sewage and municipal water services;
- facilitating and promoting intensification.

The proposal is for servicing easements to recognize individual residential natural gas lines and meters which cross private property lines. The proposed natural gas servicing arrangement considers public health and safety by ensuring that the natural gas meters individual lots are installed in complying locations. The proposal also protects for future needs of the property owners as it will ensure that access to natural gas servicing will be sustained in perpetuity for Lots #108-110 Wilkins Gate.

The proposed easements will not negatively trigger any other matters of provincial interest.

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 designated 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 proposal for servicing easements within an approved residential subdivision in the Town of Cobourg. The policies of the Northumberland County Official Plan are not impacted by this proposal. Therefore, in my opinion, the proposal maintains the general intent of the purpose of the Northumberland County Official Plan.

3. Cobourg Official Plan

The subject property is designated Neighbourhood General in the New Amherst Community Secondary Plan. The Neighbourhood General designation is to provide a variety of low and medium density housing types throughout the community. The predominant form of housing in this designation shall be single detached, semis, duplexes, triplexes, quadruples, and townhouses.

The proposed consent for servicing easements to recognize a natural gas line and meter arrangement which crosses private property lines does not affect any of the Neighbourhood General policies.

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 proposal only considers the creation of servicing easements to enable the orderly development of the permitted residential townhouse dwellings on existing residential building lots. No new lots will be created as a result to the proposal, and the proposal will have no financial cost to the Municipality. See **Schedule "C"** Draft Reference Plan.

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.

The New Amherst Community Secondary Plan also provides specific design policies to ensure the principles of traditional neighbourhood design are advanced by the built community, including housing; streets, lanes and parks; open space/park areas; community features; commercial district; and natural features.

For housing, the design principles generally encourage social interaction through reduced lot frontage, and the siting of residential garages and parking areas to the rear of the main dwelling, ideally with vehicular access from a rear lane.

Given this prescribed design direction, the residential building footprints and overall streetscape design in New Amherst can differ from elsewhere in Cobourg, where more conventional suburban residential patterns can be observed.

The reduced lot frontages and large front window features incorporated into the townhouse design will positively contribute the urban design principles and streetscape character of the neighbourhood. An indirect result of these features is less opportunity for gas meters on the front wall of the townhouse units. It is evident however, that the applicant has identified an alternative way to provide the gas

connection to each of the freehold townhouse units, without compromising public safety, access to servicing, or the underpinning design principles of the community.

Given the above discussion, it is my opinion that the proposed easements would maintain the general intent and purpose of the New Amherst Community Secondary Plan and the Urban and Landscape Design Guidelines.

4. Zoning By-law

The subject property is located in a Neighbourhood Residential Two (R2) Zone, in the Town of Cobourg's Comprehensive Zoning By-law 85-2003. The NR2 Zone permits the development of the established lots with freehold townhouse dwelling units. The proposal only considers the creation of easements that will legally recognize the servicing arrangement, protect for access for service maintenance if/when necessary, and permit the servicing arrangement to remain in perpetuity.

The proposed easements will not impact any of the minimum or maximum standards of the NR2 Zone, as they will not impact existing lot lines, and they will not facilitate any additional built development beyond what is already permitted by the approved Building Permit for the subject lands.

Given the above discussion, it is my opinion that the proposal maintains the intent of the Zoning By-law.

5. Section 51 (24) of the Planning Act

With respect to the subdivision criteria of Section 51 (24) of the Planning Act, the proposed consents will ensure that adequate utilities to be supplied to the affected residential properties in perpetuity. Overall, it is my opinion that the criteria of Section 51 (24) are not impacted by the proposed consents for easements.

6. Department/Agency Comments

Board and commission comments are expected by May 14th, 2019. The Committee will be informed of any comments submitted on or before this date. Currently, no comments have been received from any commenting bodies.

Overall, it is my opinion that the proposed easements are consistent with provincial and municipal policies, and are reasonable and desirable for the development and future use 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 \$1700.00 application fee and deposit.

7.0 CONCLUSION

1. The proposed consents for servicing easements do not conflict with matters of Provincial Interest as outlined in the Provincial Policy Statement and the Places to Grow Act.
2. The proposed consents for servicing easements would maintain the general intent and purpose of the Official Plan.
3. The proposed consents for servicing easements would maintain the general intent and purpose of the Zoning By-law.
4. The proposed consents for servicing easements would be generally desirable and allow for the appropriate development of the subject lands.

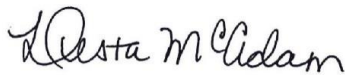
8.0 POLICIES AFFECTING THE PROPOSAL

The policies affecting this application relate to the policies of the Provincial Policy Statement, Cobourg Official Plan, particularly the New Amherst Community Secondary Plan, and Consent Policies.

9.0 COMMUNICATION RESULTS

That the requested consents for three (3) 1.2 m wide servicing easements to recognize the gas servicing arrangement on Lots #102-106, Plan 39M-901 (717-725 Wilkins Gate) be granted by the Committee of Adjustment.

Approved by:



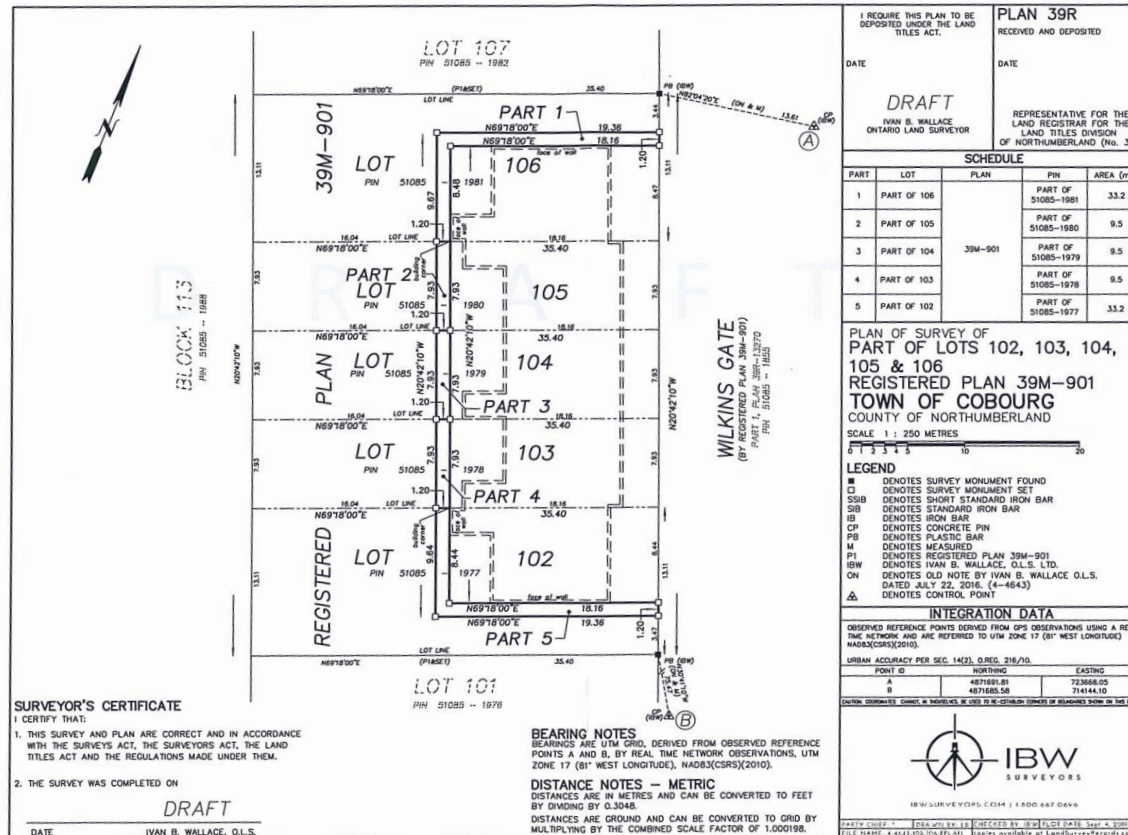
Desta McAdam, MCIP, RPP
Senior Planner – Development

Glenn McGlashon, MCIP, RPP
Director of Planning & Development

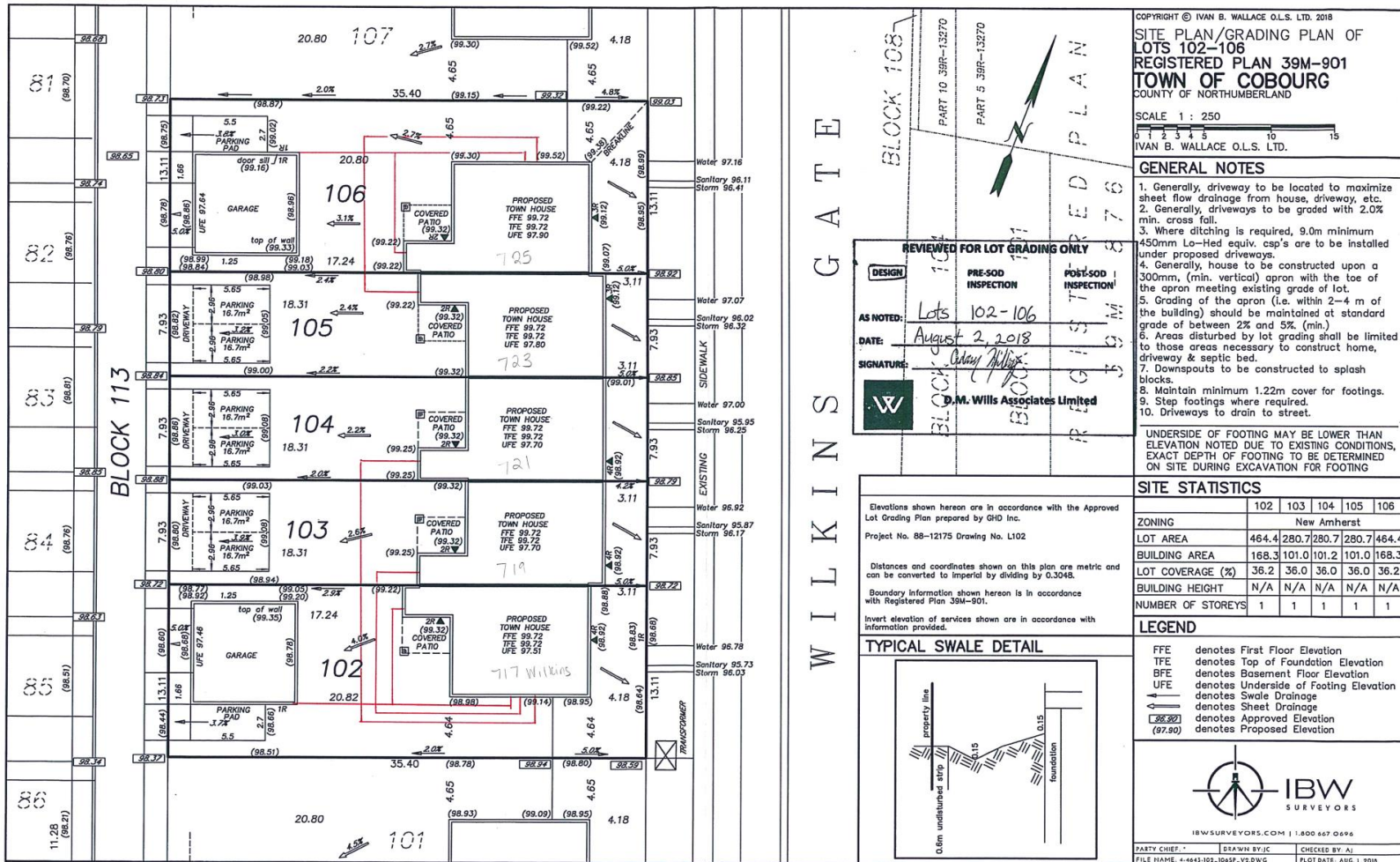
Schedule "A" Key Map



Schedule "B" **Draft Reference Plan**



Schedule "C" **Servicing Plan**





Corporation of the Town of Cobourg

NOTICE OF HEARING OF THE COMMITTEE OF ADJUSTMENT

SUBJECT LANDS: Lots 102 - 106, Plan 39M-901 (717-725 Wilkins Gate) **FILE NO:** B-16/19, B-17/19, B-18/19

The Town of Cobourg Committee of Adjustment has received applications from New Amherst Ltd. for Consent for a number of easements which will recognize the location of natural gas lines and meters for the townhouse units on Lots #102-106, Plan 39M-901 (717-725 Wilkins Gate) in accordance with Section 53 of the Planning Act, R.S.O. 1990, c.P.13, as amended. The servicing easements are represented in a 1.2 m wide easement area, originating on the south side of Lot #102 Plan 39M-901 (717 Wilkins Gate), extending across the rear yards of Lots #103-105 (719-723 Wilkins Gate), and terminating on the north side of Lot #106 (725 Wilkins Gate). Please see the key map below.

Proposed Easement: 1.2 m wide, 96 m² in area, with 2.4 m total combined frontage on Wilkins Gate.

The proposed Consent for easements is to enable the installation of natural gas meters and lines traversing private property lines to service the townhouse dwelling units.

If you have comments or questions, signed written submissions will be accepted by the Secretary-Treasurer, prior to or during the hearing. Such written submissions will be available for inspection at the hearing by any interested person.

If a person or public body that files an appeal of a decision of the Town of Cobourg Committee of Adjustment in respect of the proposed consents does not make written submissions to the Committee of Adjustment before it gives or refuses to give a provisional consent, the Local Planning Appeal Tribunal may dismiss the appeal.

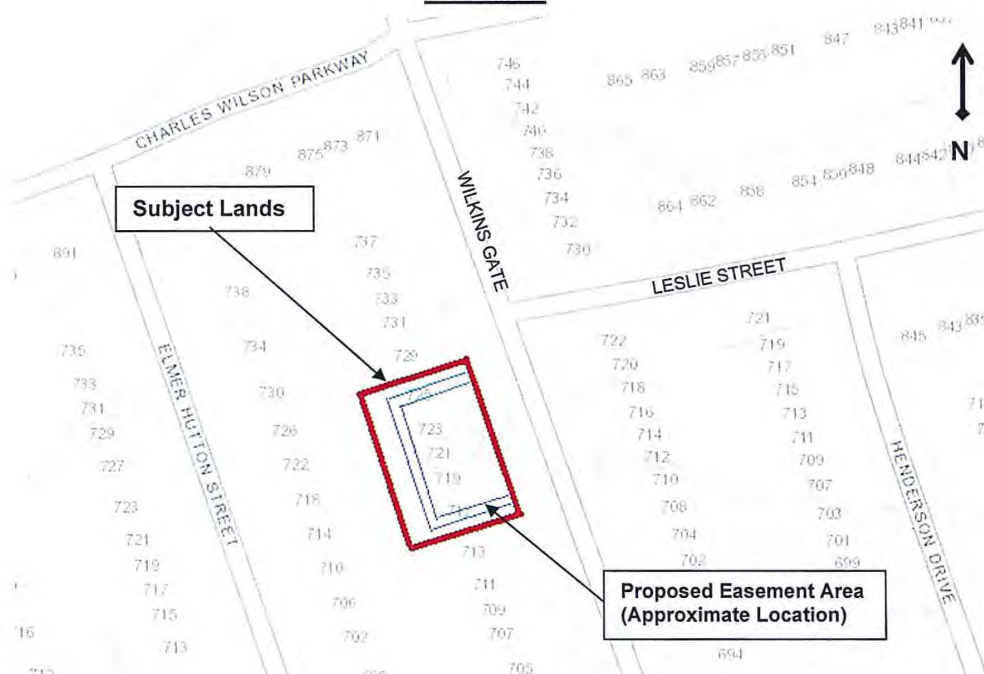
If you wish to be notified of the decision of the Committee of Adjustment in respect of the proposed consents, you must make a written submission to the Town of Cobourg Committee of Adjustment, care of the Secretary-Treasurer at the address listed below.


A Hearing will be held by the Committee of Adjustment on **September 24th, 2019** 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.

For more information about this matter, please contact the Town of Cobourg Planning Department at 905-372-1005.

DATED at Cobourg this 5th day of September, 2019 **Adriane Miller, Secretary-Treasurer**
ZONE: Neighbourhood Residential Two (NR2) **Committee of Adjustment**
Zone

KEY MAP



 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Committee of Adjustment	
FROM:	Desta McAdam	
TITLE:	Senior Planner - Development	
DATE OF MEETING:	September 24, 2019.	
TITLE / SUBJECT:	Application for Minor Variance: 274 Tracey Road (Joe Militello)	
REPORT DATE:	September 18, 2019	File #: A-06/19

1.0 STRATEGIC PLAN
N/A

2.0 RECOMMENDATION

The following actions are recommended:

THAT the requested minor variance to reduce the required setback for a new residential dwelling unit on a property abutting a railway line from 30 m to 17.5 m be permitted subject to the following conditions:

1. That the variance generally relates to the Site Plan and Building Plans & Elevations submitted as part of the proposal and attached as Schedules "C" and "D" to this report.
2. That the Owner implement the recommendations of the Detailed Noise and Vibration Control Study (the "Study"), prepared for the Subject Property by SS Wilson Associates dated August 16, 2019, including but not limited to:
 - providing a certification from an Acoustical Engineer prior to the issuance of a Building Permit by the Municipality that the correct building and material specifications for the new dwelling addition are designed in compliance with the Study; and,
 - providing a certification from an Acoustical Engineer prior to the final inspection and issuance of an Occupancy Permit by the Municipality

that the new dwelling addition is in compliance with the recommendations of the Study;

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 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

The subject property known as 274 Tracey Road is an established residential property, 48.46 m (159 ft) in frontage, and approximately 1,659.2 m² (.41 ac) in lot area. The Subject Property abuts the Canadian National (CN) Railway line to the north, and the Canadian Pacific (CP) Railway further north of the CN Rail line. The property abuts other similar low density residential land uses to the south, east and west. See **Schedule "A"** Key Map.

The subject property is currently improved with a two storey single detached dwelling on its south side, and a small accessory shed to the north of the dwelling. Due to its location along an existing railway corridor, the north boundary of the subject property is improved with a berm, and acoustical fence. See **Schedule "B"** Site Photos.

The owner of the subject property wishes to expand the existing residential building on the subject property in order to provide a new accessory dwelling unit, and additional enclosed garage/storage area for the property. The purpose of the accessory dwelling unit is to accommodate a family member on the property, and provide them with the independence and privacy of a self-contained suite.

When exploring opportunities for expansion area on the subject property, the owner first investigated the possibility of constructing a building addition on the east side of the existing dwelling, within the existing rear yard of the subject property. However, the property is privately serviced, and the septic tank for the property is contained within the rear yard area, preventing any building expansion to the east. The applicant determined that the only viable expansion area on the subject property, is to the north, towards the mutual property line, shared with CN Rail.

Accordingly, the owner is proposing to construct a two-storey building addition on the north side of the existing dwelling. The main level of the new building addition will consist of a new, second attached garage space for the residence, and the second storey will consist of a 1108 ft² one bedroom accessory dwelling unit with an uncovered/unenclosed deck, and an unheated storage area. See **Schedule "C"** Site Plan and **Schedule "D"** Building Plans & Elevations.

The current, approved Zoning By-law #85-2003 incorporates policies from both CN & CP railways, which provide minimum setbacks for sensitive land uses, including new residential dwellings, on properties abutting a railway line. For properties with berms in place, the required setback for a new residential dwelling unit from a mutual lot line shared with a railway is 30 m. The limit of the new proposed dwelling unit on the subject property is approximately 17.5 m from the north lot line, shared with CN Rail.

Since the proposed new dwelling unit contained within the proposed addition will encroach within the 30m required setback area for a new dwelling unit on a property abutting a railway line, a minor variance is required.

Accordingly, the applicant is seeking the following variances:

To reduce the required setback for a new residential dwelling unit on a property abutting a railway line from 30 m to 17.5 m - a variance of 12.5 m.

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 for the Greater Golden Horseshoe

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 Places to Grow Act 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;
- 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.

The proposal considers the creation of a new accessory dwelling unit within the 30 m required setback area for properties abutting a railway line.

The main consideration with respect to this application is ensuring that the proposal does not create any public safety concerns. From a provincial policy perspective, the PPS does not define a railway line as a “human made hazard,” therefore guidance regarding minimum setback distances for residential uses from a railway are not provided in this policy document. Furthermore, A Place to Grow provides a general direction to target growth away from hazardous lands, but further defines hazardous lands as property or lands that could be unsafe for development due to naturally occurring processes.

However, CN & CP Railways establish their own requirements when considering new uses and/or development proximal to their railway corridors. These policies protect for the ongoing use of the railway lines, as well as health and safety of the public. The Town of Cobourg has adopted the railway policies into the Zoning By-law to ensure compliance at a Municipal level. Variations to the defined setback areas can be considered on a case by case basis, through the Minor Variance application process, and in consultation with the railways.

In an extensive pre-consultation process with the applicant, which occurred a year prior to the formal Minor Variance application submission, Planning Department staff determined that a detailed Noise and Vibration Study would be required to support a Minor Variance application for the proposal in accordance with the policies of the Official Plan. Planning staff also consulted with CN & CP Rail to determine whether an accessory dwelling unit would be permitted on the subject property, in the setback area. At that time, it was communicated by CN Rail staff that they had no explicit objections to the proposal in concept, considering the limited nature of the proposal and the existing residential context of the subject property and surrounding neighbourhood, particularly to the west. Also at that time, CP Rail deferred their preliminary opinion on the matter to CN.

In response to the Planning Department’s pre-consultation advice, the applicant submitted a Detailed Noise and Vibration Control Study (herein after referred to as the “Noise Study”) as part of their formal application for Minor Variance. The Summary and

Recommendations of the study are attached in **Schedule “E.”** In general, the Noise Study conclusions support a building permit for the building addition. Furthermore, the Noise Study provided a number of recommendations for noise and vibration control measures to be undertaken during the construction of the proposed addition to ensure acceptable indoor living standards are created and maintained within the new dwelling unit. The Noise Study recommended that an Acoustical Engineer should certify that the new dwelling is in compliance with the recommendations of the Noise Study, prior to the completion of a final inspection or Certificate of Occupancy from the Building Department. Planning Staff concur with the recommendations of the Noise Study, and have incorporated the requirement to obtain certification from an Acoustical Engineer as a Condition of Approval.

Since the submission of the formal application, CN and CP have been formally notified of the Committee of Adjustment Hearing in accordance with the requirements of the Planning Act. The municipal contact for CN Rail was also forwarded a copy of the Noise Study by email. At the time of publication of this Report, verbal discussions with CN Rail have revealed no objections, however no formal comments have been received from either Rail company.

Based on the above discussion, the proposed minor would appear to maintain matters of provincial interest, as they relate to public safety.

With respect to other matters of provincial interest, the proposal responds to the provincial directives which support the creation of an appropriate range of housing types to meet the requirements of current and future residents. The proposed dwelling unit will in the short term provide a housing accommodation for a family member on the subject property, and in the future, potentially contribute to the Municipality’s rental housing supply.

The subject property is not designated Heritage, or listed on the Municipality’s Register.

Given the above discussion it is my opinion that the proposal maintains the general intent and purpose PPS and Places to Grow Act.

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 facilitating residential development within built boundary area of the municipality.

3. Official Plan

The subject property is designated Stable Residential Area in the approved Town of Cobourg Official Plan (2017). The Residential Area designation refers to low density residential areas where any intensification will be modest and incremental, primarily occurring through changes such as development of vacant infill lots and accessory apartments. Applications for new development in such areas shall be evaluated based on their ability to generally maintain the structure and character of the immediate surrounding area. The Stable Residential Area designation provides a number of policies including:

- i) scale of development respects the height, massing and density of adjacent buildings and is appropriate for the site;*
- 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;*
- iii) respects the relationship between the rear wall of buildings and rear yard open spaces;*
- 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.*
- v) conforms with density provisions of Section 3.4.3.3;*
- viii) Town is satisfied with the proposed grading, drainage and storm water management and, in particular that there is no impact on adjacent properties;*
- xiii) does 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.*

The Subject Property is also located in a King West Village Special Provision Area. The OP provides special development criteria for properties within this defined area. Most of the policies relate to larger scale development proposals, however, one policy of the King West Village Area Special Provision policies was triggered for review for this application:

Section 3.4.4.1 xi) As a condition of approval setbacks from the railway right-of-way shall be required to address rail safety matters for any new residential dwelling, additions to existing dwellings and/or places of public assembly. The appropriate setback shall be determined in consultation with the railway company and will take into account the provision of safety berms, topography and intervening structures between the railway right-of-way and any new residential dwelling, additions to an existing

dwelling and/or a place of public assembly. Where noise sensitive land uses are proposed within 500 metres(1,640 feet) of a railway, public highway and industrial use, an environmental noise assessment will be required to address the impacts associated with the noise source and include various mitigating measures. The assessment and any mitigating measures will be required in accordance with the guidelines of the Ministry of the Environment.

The application is to permit a new residential accessing dwelling unit within the 30 m setback area for a property abutting a railway line. Generally, the land use policies of the Stable Residential Area designation area are not triggered by this application. The proposal will facilitate the construction of a two-storey building addition on the north side of the subject property. The proposed building addition will not impact the use or privacy of any neighbouring residential properties, it will not interfere with the ongoing use of the railway corridor lands, and it will conform with the applicable density provisions.

With regard to the King West Village Area policy relating to railway setbacks, the applicant has followed the direction of this policy by submitting a Noise Study completed by a qualified professional, and applying for a Minor Variance to consider the reduced setback for a new dwelling. The Planning Department has also followed the direction of this policy by pre-consulting with CN & CP Rail in the pre-planning stage; formally notifying CN & CP Rail of the Minor Variance application and Committee of Adjustment Hearing date; forwarding a copy of the Noise Study to CN for review; and reporting on any formal comments from CN Rail, which at this time, there are none.

Based on the above discussion, it is my opinion the proposed development can be appropriate for the site, and maintain the policies of both the Stable Residential Area designation, and King Street West Village Special Provision Area.

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. Section 4.5.2.4 Residential Setbacks states that residential properties should provide appropriate front, side and rear yard setbacks to control lot coverage and drainage, provide adequate private open space, situate buildings in close proximity to the right-of-way and ensure adequate separation between adjoining buildings.

The proposal considers the policies of the Design Guidelines by maintaining residential yard setbacks that are appropriate for the immediate surrounding neighbourhood. The

proposal to reduce the required side yard setback for properties abutting a railway line must be considered independently from the proposed design of the building addition, which would be permitted as-of-right on the subject property if it did not contain living area.

When considering the overall streetscape on Tracey Road, it does not appear that the proposed variance would create a visual anomaly in the neighbourhood, or have any negative impact on the public realm.

Based on the above discussion, it is my opinion that the proposal maintains the general intent of the policies of the Official Plan (2017) and the Town's Urban and Landscape Design Guidelines.

4. Zoning By-law

The subject property is located in a Residential 2 (R2) Zone. The R2 Zone requires that new dwelling units or other sensitive land uses (day cares, senior care facilities, emergency care facilities, etc.) be set back from the mutual property line a minimum of 30 m (98 ft.) in conjunction with a 2.5 m (8 ft) high earthen berm.

It is understood that there are specific scenarios where properties are unable to meet the general use regulations of the Zoning By-law, and variations from this setback could be considered through consultation, review by expert authorities, and the submission of formal Minor Variance application for consideration by the Committee of Adjustment.

In effort to maintain the provisions of the Zoning By-law, the owner had investigated other locations on the subject property to accommodate the proposed building addition. The only other available yard to accommodate an addition of this size is the property's east, rear yard area. As discussed previously in this report, the subject property's septic tank is located in the east, rear yard area; accordingly, expansion on the east side of the building was not possible.

The Owner has complied with the Municipality's requirement to provide a Noise Study for the proposed building addition. The findings of the study, completed by a qualified engineer, have confirmed that the proposed addition, with a new dwelling unit, can be constructed on the subject property, subject to the completion of specific noise and vibration attenuation measures during the building process. Additionally, CN Rail has been consulted previously, has did not express objection to the proposal.

In this case, through extensive consultation with the applicant and appropriate experts and authorities, it is my opinion that the proposal can still achieve the intent of the Zoning By-law, which in this case, is to protect for the ongoing use of the railway corridor, and maintain public health and safety by ensuring appropriate setbacks are maintained between incompatible land uses. In order to ensure that the 17.5 m setback from the railway line does maintain the intent of the Zoning By-law, conditions of approval have been recommended.

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.

The proposed Minor Variance to reduce the to reduce the required setback for a new residential dwelling unit on a property abutting a railway line from 30 m to approximately 17.5 m – a variance of 12.5 m.

In my opinion, when considering the residential context of the surrounding area, including the close proximity of other residential uses to the railway lands on properties further the west of the subject property, the proposal, as shown in Schedules “C” and “D” to this report, appears to be minor. Subject to the recommendations of the Noise Study and CN Rail, the proposed building addition and second dwelling unit would be appropriate for the ongoing use and development of the subject property.

Based on the above discussion, it is my opinion that the proposed variance, as it relates to the site plan and building elevations submitted in Schedules “B” and “C”, is minor and will not prevent the ongoing use and development of the subject property, or neighbouring properties.

6. The requested minor variance does not appear to create a traffic hazard or perpetuate an existing traffic problem. The subject property will provide the minimum parking spaces for the single detached residential dwelling unit and accessory dwelling unit.

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

8. The requested minor variances do not appear to pose a negative impact to surrounding land uses.

As of the writing of this Report, no 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 the minor variance. The applicant submitted the required \$1400.00 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 Places to Grow Act.
2. The proposed minor variance would maintain the general intent and purpose of the Official Plan.
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.

8.0 POLICIES AFFECTING THE PROPOSAL

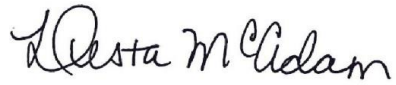
The policies affecting this application relate to the policies of the Provincial Policy Statement, and Cobourg Official Plan, particularly the Stable Residential Area and King Street West Special Provision Area policies.

9.0 COMMUNICATION RESULTS

THAT the requested minor variance to reduce the required setback for a new residential dwelling unit on a property abutting a railway line from 30 m to 17.5 m be permitted subject to the following conditions:

4. That the variance generally relates to the Site Plan and Building Plans & Elevations submitted as part of the proposal and attached as Schedules "C" and "D" to this report.
5. That the Owner implement the recommendations of the Detailed Noise and Vibration Control Study (the "Study"), prepared for the Subject Property by SS Wilson Associates dated August 16, 2019, including but not limited to:
 - providing a certification from an Acoustical Engineer prior to the issuance of a Building Permit by the Municipality that the correct building and material specifications for the new dwelling addition are designed in compliance with the Study; and,
 - providing a certification from an Acoustical Engineer prior to the final inspection and issuance of an Occupancy Permit by the Municipality that the new dwelling addition is in compliance with the recommendations of the Study;
6. All conditions are subject to the specifications and approval of the Town of Cobourg, but at no cost to the Municipality.

Approved by:



Desta McAdam, MCIP, RPP
Senior Planner – Development



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



Schedule "A" Key Map



Schedule "B"
Site Photos



Looking northeast towards the Subject Property from Tracey Road



Looking east towards the north side yard of the Subject Property

Schedule "C" Site Plan

1 2 -
e are no building encroachments.
e are no easements registered against
subject lands.
e type and location are as shown.

ION OF ONTARIO
I SURVEYORS
UBMISSION FORM
517288

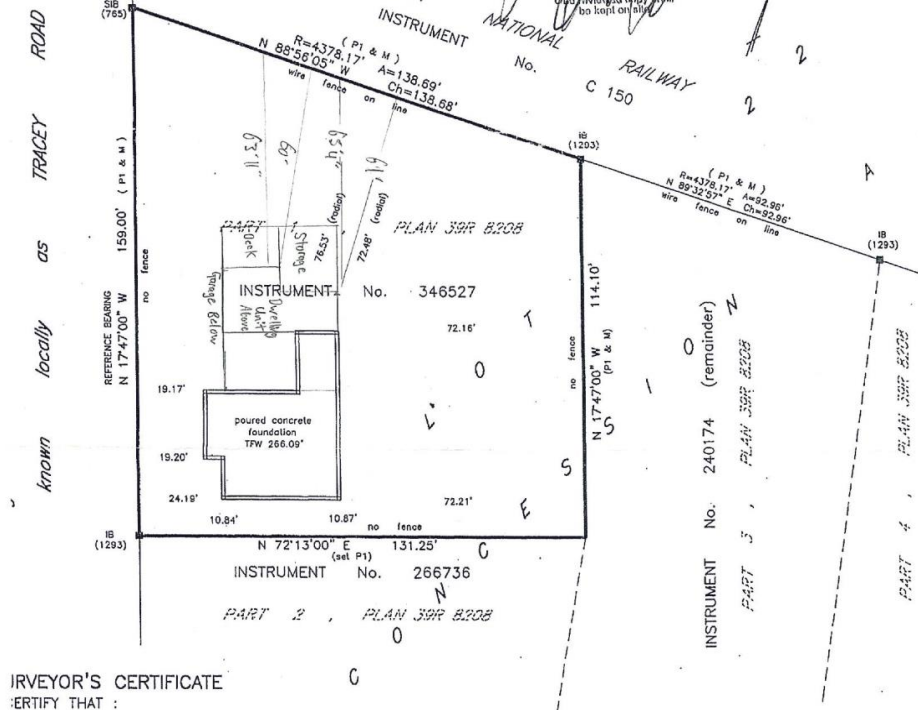
PLAN IS NOT VALID
IT IS AN EMBOSSED
ORIGINAL COPY
BY THE SURVEYOR
IN ACCORDANCE WITH
1026, Section 29(3).

Reg'd. Plan No. 424 sub
BLOCK A
SOUTHWEST ANGLE
BLOCK A, R.P. No. 424 sub
1"=50'

LEGEND

SSIB denotes short standard iron bar
SIB denotes standard iron bar
IB denotes iron bar
Ø denotes round
□ denotes survey monument planted
■ denotes survey monument found
WIT denotes witness
M denotes measured
765 denotes Horton, Wallace & Davies Ltd.
1293 denotes Sylvester & Brown Ltd.
P1 denotes Plan 39R 8208
P2 denotes Plan 39R 1818
TFW denotes top of foundation wall

TOWN OF COBOURG
PLANNING DEPARTMENT
REVIEWED



SURVEYOR'S CERTIFICATE

CERTIFY THAT:

This survey and plan are correct and in accordance with the Surveys Act, the Surveyors Act and the Registry Act, and the regulations made under them.

The survey was completed on July 27, 2004.

July 28, 2004
Date

C. Cranch
Crystal Cranch
Ontario Land Surveyor

TOWN OF COBOURG

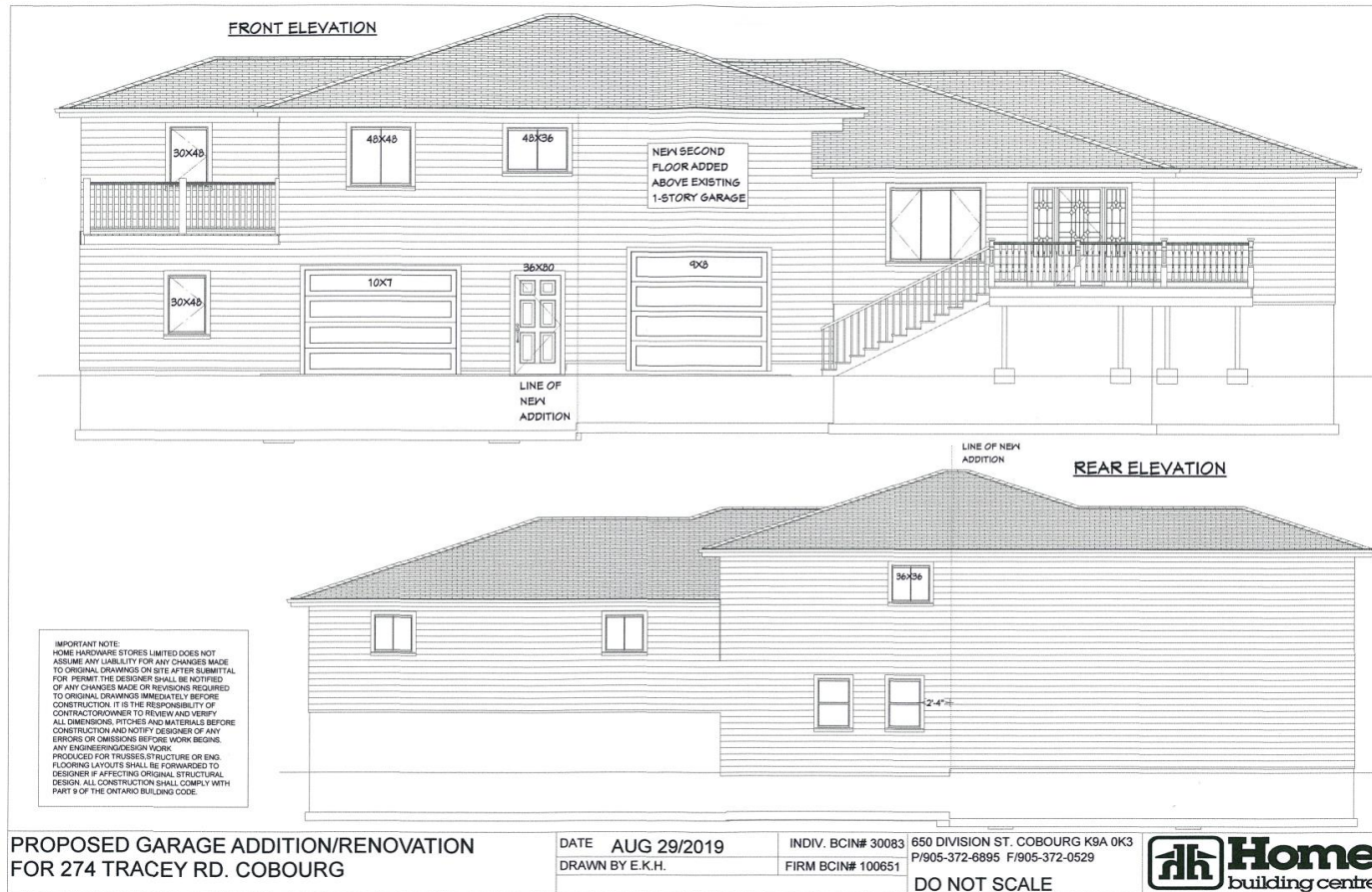
JUL 29 2004
Building & Planning

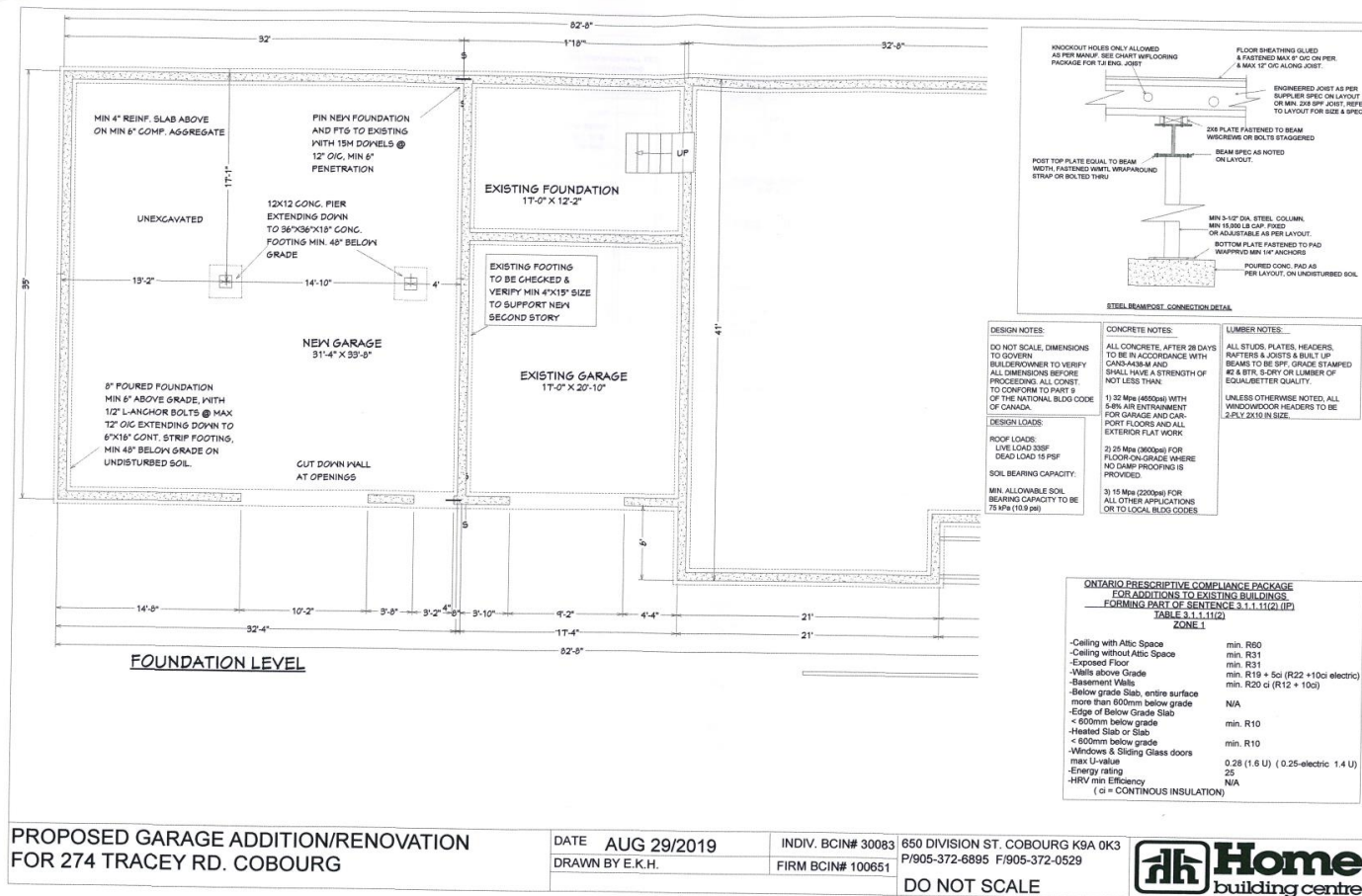
IVAN B. WALLACE
ONTARIO LAND SURVEYOR LTD.
1011 ELCIN STREET WEST, SUITE 30
COBOURG, ONTARIO
K9A 5J4

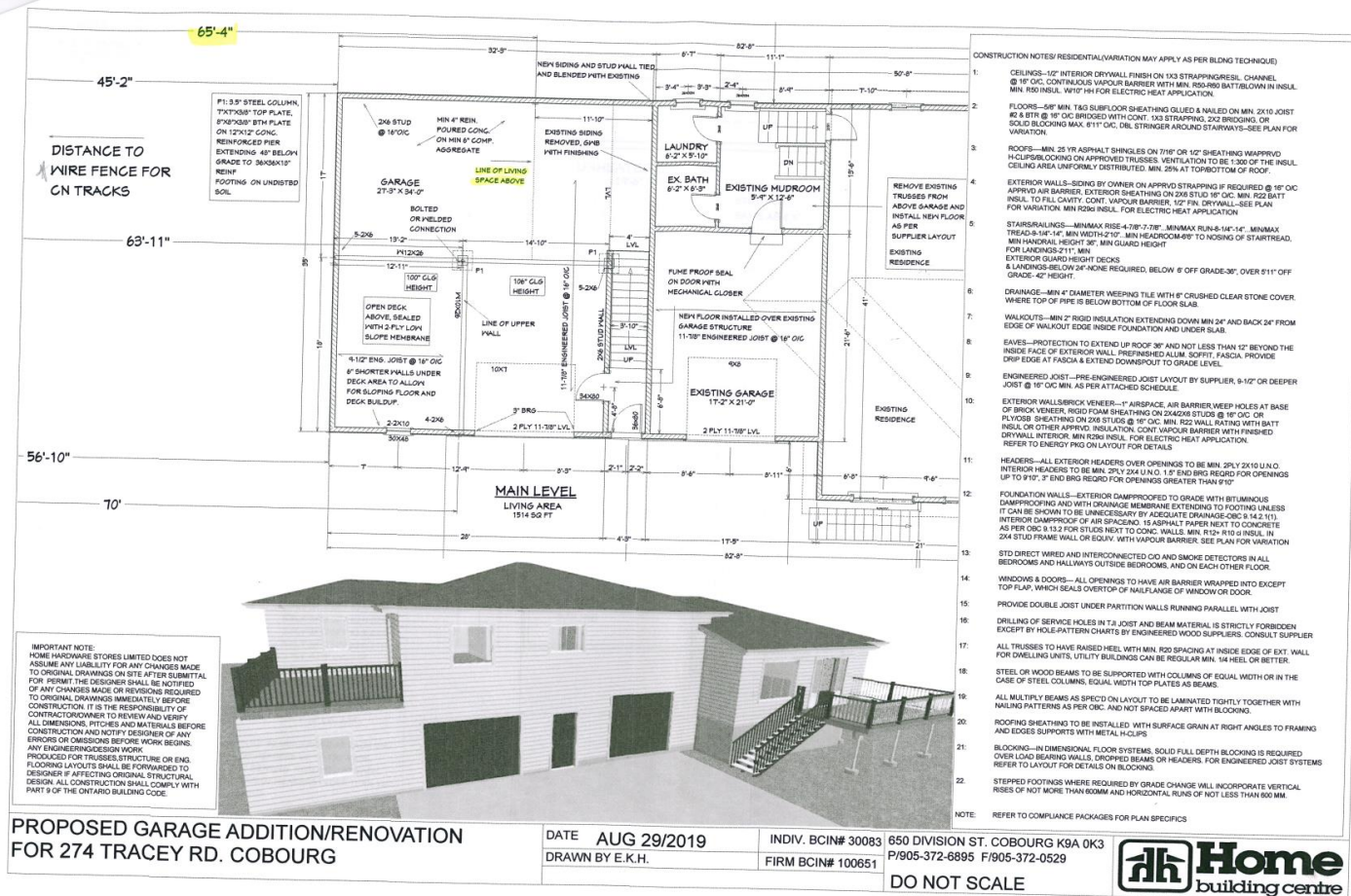
Telephone 905-372-5262
Bowmanville 905-623-2205
Facsimile 905-623-0612

Project No. 5-6082SRPR Client: J. Millitello

Schedule "C"
Building Plans & Elevations







-MAIN LEVEL DIMENSIONS ARE FROM STUD TO STUD, SHEATHING AND RIGID FOAM ARE PROUD OF DIMENSIONS.

-FOUNDATION DIMENSIONS ARE FROM FACE OF STANDARD POURED CONCRETE, AND FROM FACE OF FOAM ON ICF FOUNDATIONS

-EXTERIOR LIGHTING AT ALL ENTRY DOORS
AND PATIO SLIDING DOORS REQUIRED

-ELECTRICAL LAYOUT IS SUGGESTIVE ONLY
TO BE CONFIRMED BY OWNER & CONTRACTOR
OR ELECTRICIAN.

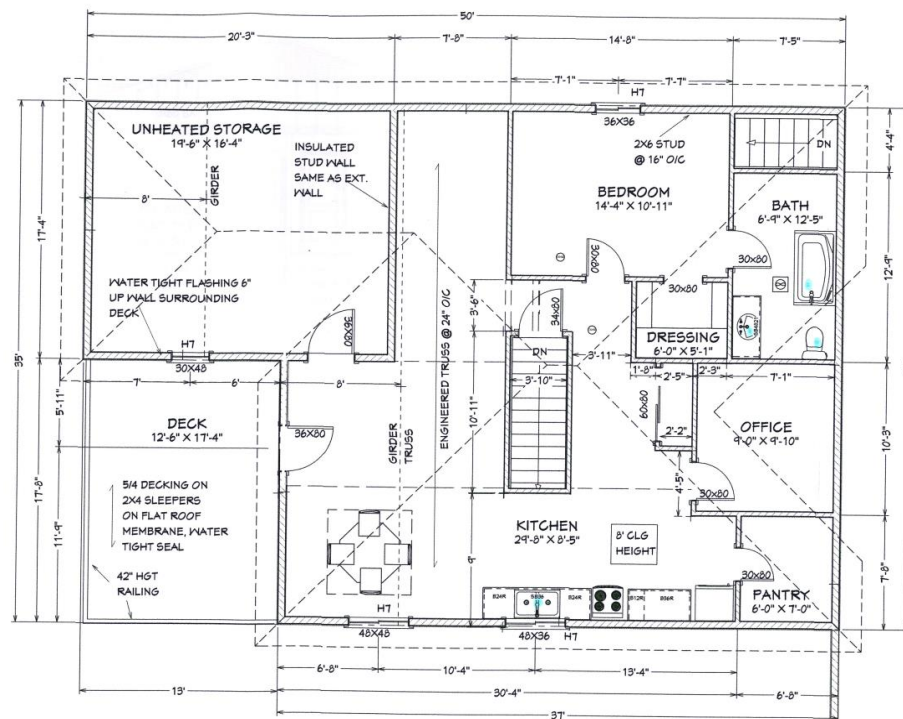
-WINDOW SIZING DETAIL EXAMPLE TO READ
4030 = 4' 0"X 3' 0" FRAME SIZE
OR 48X36 = 48"X36" FRAME SIZE

-WINDOW AND DOOR STYLES REPRESENTATIVE ONLY, TO BE CONFIRMED BY OWNER
-ANY WINDOW AND DOOR SIZES AND STYLES ON EXISTING STRUCTURES ARE FOR ARCHITECTURAL LIKENESS ONLY AND ARE NOT NECESSARILY ACCURATE IN DIMENSION OR LOCATION

-MIN. 22X36 ATTIC ACCESS HATCH TO BE
INSTALLED TO SUIT, PLAN LOCATION ONLY
SUGGESTIVE REPRESENTATION.

-SMOKE DETECTOR AND C.O. COMBO TO BE INTER-CONNECTED ON ALL LEVELS AND IN BEDROOMS FOR RESIDENTIAL CONSTRUCTION, STROBE LIGHT TO BE INTERCONNECTED

-GRADING LINES ON PLAN ARE SUGGESTIVE ONLY,
AT TIME OF CONSTRUCTION, IT IS THE RESPONSIBILITY
OF OWNER/BUILDER TO DETERMINE GRADE LINES
IN RELATION TO BUILDING AND ADJUST PLAN HEIGHTS
ACCORDINGLY.



LIVING AREA 1108 SQ FT **SECOND LEVEL**

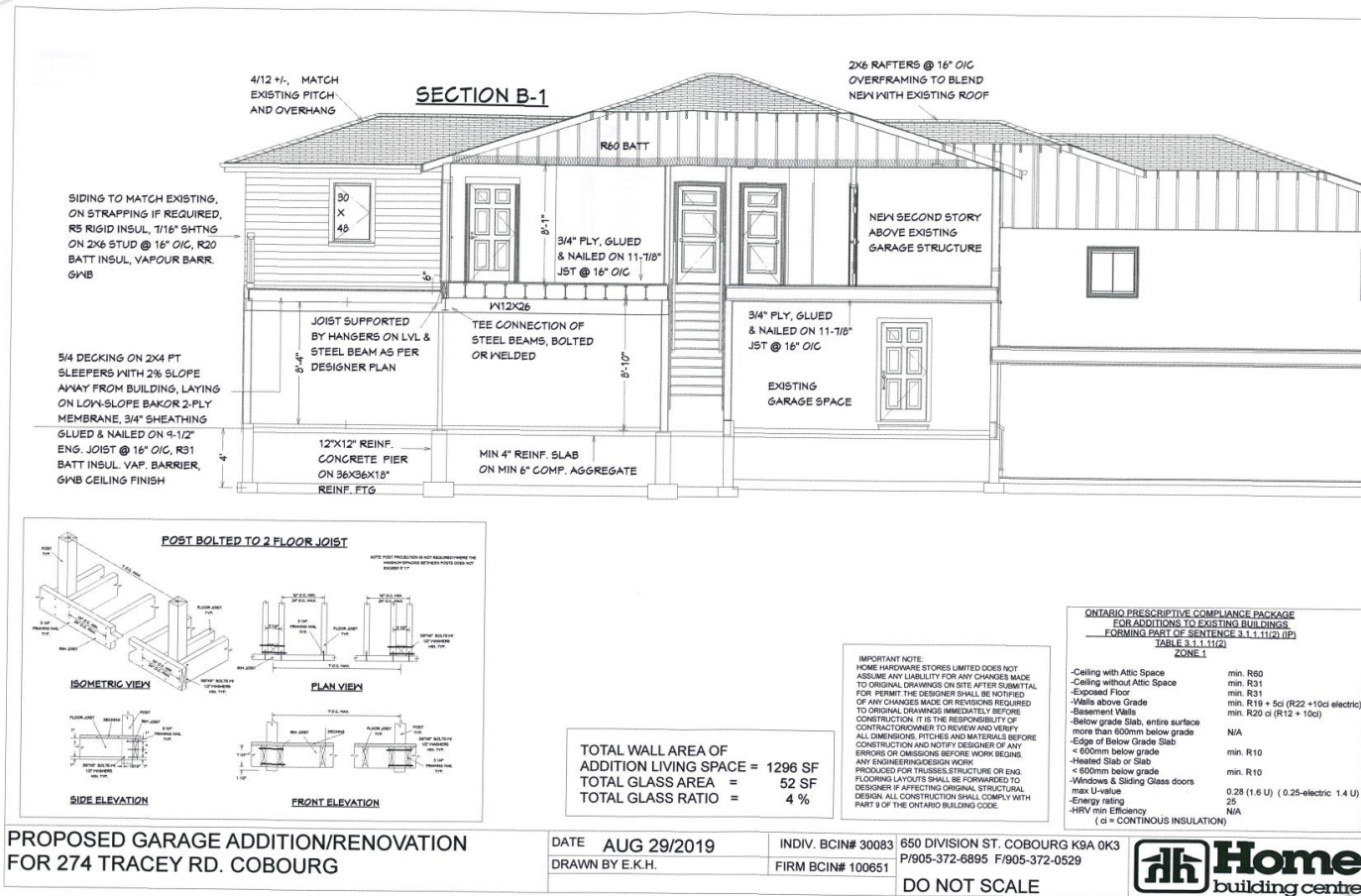
H1	2-PLY 2X8 SPF #2 & BTR
H2	3-PLY 2X8 SPF #2 & BTR
H3	2-PLY 2X10 SPF #2 & BTR
H4	3-PLY 2X10 SPF #2 & BTR
H5	2-PLY 2X12 SPF #2 & BTR
H6	3-PLY 2X12 SPF #2 & BTR
H7	2-PLY 9-1/2" LVL 2.0E
H8	3-PLY 9-1/2" LVL 2.0E
H9	2-PLY 11-7/8" LVL 2.0E
H10	3-PLY 11-7/8" LVL 2.0E
H11	2-PLY 14" LVL 2.0E
H11	3-PLY 14" LVL 2.0E

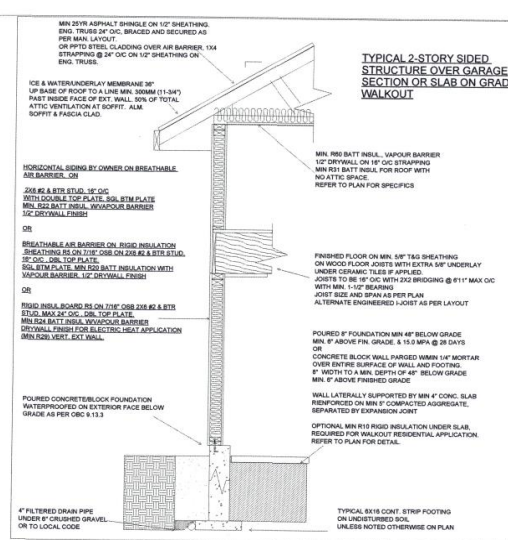
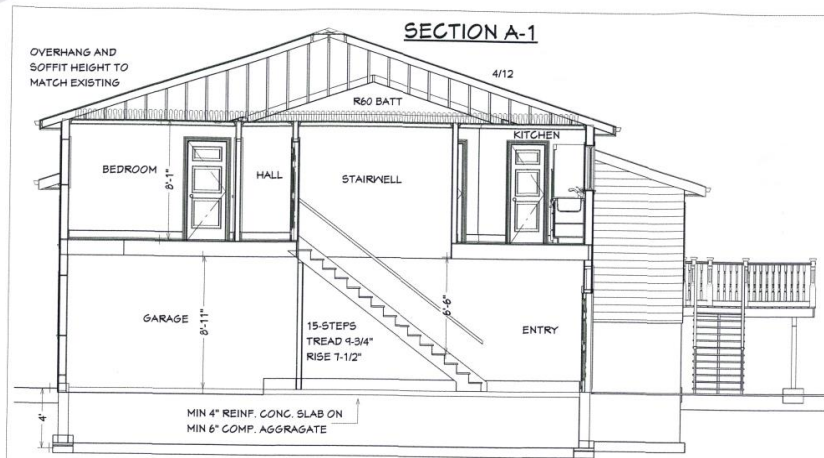
IMPORTANT NOTE:
HOME HARDWARE STORES LIMITED DOES NOT ASSUME ANY LIABILITY FOR ANY CHANGES MADE TO ORIGINAL DRAWINGS ON SITE AFTER SUBMITTAL FOR PERMIT. THE DESIGNER SHALL BE NOTIFIED OF ANY CHANGES MADE OR REVISIONS REQUIRED TO ORIGINAL DRAWINGS IMMEDIATELY BEFORE CONSTRUCTION. IT IS THE RESPONSIBILITY OF CONTRACTOR TO CONSULT AND VERIFY ALL DIMENSIONS, PITCHES AND MATERIALS BEFORE CONSTRUCTION AND NOTIFY DESIGNER OF ANY ERRORS OR OMISSIONS BEFORE WORK BEGINS. ANY ENGINEERING/DESIGN WORK PRODUCED FOR TRUSSES, STRUCTURE OR ENG. FLOORING LAYOUTS SHALL BE FORWARDED TO DESIGNER IF AFFECTING ORIGINAL STRUCTURAL DESIGN. ALL CONSTRUCTION SHALL COMPLY WITH PART 9 OF THE ONTARIO BUILDING CODE.

1-1/2" BEARING RGRD AT EACH END
OF HEADERS UP TO 120" WIDE.
3" BEARING REQUIRED AT EACH
END OF HEADERS WIDER THAN 120"
U.N.O.

DO NOT SCALE







TOTAL WALL AREA OF
ADDITION LIVING SPACE = 1296 SF
TOTAL GLASS AREA = 52 SF
TOTAL GLASS RATIO = 4 %

IMPORTANT NOTE:
HOME HARDWARE STORES LIMITED DOES NOT
ASSUME ANY LIABILITY FOR ANY CHANGES MADE
TO ORIGINAL DRAWINGS ON SITE AFTER SUBMITTAL
FOR PERMIT. THE DESIGNER SHALL BE NOTIFIED
OF ANY CHANGES MADE OR REVISIONS REQUIRED
TO ORIGINAL DRAWINGS IMMEDIATELY BEFORE
CONSTRUCTION. IT IS THE RESPONSIBILITY OF
CONTRACTOR/OWNER TO REVIEW AND VERIFY
ALL DIMENSIONS, PITCHES AND MATERIALS BEFORE
CONSTRUCTION AND NOTIFY DESIGNER OF ANY
ERRORS OR OMISSIONS BEFORE WORK BEGINS.
ANY ENGINEERING/DESIGN WORK
PRODUCED FOR TRUSSES/STRUCTURES OR RING
FLOORING LAYOUTS SHALL BE FORWARDED TO
DESIGNER IF AFFECTING ORIGINAL STRUCTURAL
DESIGN. ALL CONSTRUCTION SHALL COMPLY WITH
PART 9 OF THE ONTARIO BUILDING CODE.

ONTARIO PRESCRIPTIVE COMPLIANCE PACKAGE
FOR ADDITIONS TO EXISTING BUILDINGS
FORMING PART OF SENTENCE 3.1.1.11.1(2) (IP)
TABLE 3.1.1.11(2)
ZONE 1

-Ceiling with Attic Space	min. R50
-Ceiling without Attic Space	min. R31
-Exposed Floor	min. R31
-Walls above Grade	min. R19 + 5ci (R22 + 10ci electric)
-Basement Walls	min. R20 ci (R12 + 10ci)
-Below grade Slab, entire surface more than 600mm below grade	N/A
-Edge of Below Grade Slab + 600mm below grade	min. R10
-Heated Slab or Slab + 600mm below grade	min. R10
-Windows & Sliding Glass doors	max U-value 0.28 (1.6 U) (0.25-electric 1.4 U)
-Energy rating	25
-HRV min Efficiency	N/A
(ci = CONTINUOUS INSULATION)	

PROPOSED GARAGE ADDITION/RENOVATION
FOR 274 TRACEY RD. COBOURG

DATE AUG 29/2019
DRAWN BY E.K.H.

INDIV. BCIN# 30083
FIRM BCIN# 100651
650 DIVISION ST. COBOURG K9A 0K3
P/905-372-6895 F/905-372-0529

DO NOT SCALE



Schedule "E"
Noise Study Summary & Recommendations

2.0 SUMMARY AND RECOMMENDATIONS

2.1 SUMMARY

Based on the analysis conducted in this investigation it is concluded that:

1. The existing portion of the dwelling will share the same OLA as the proposed house extension. As the unattenuated daytime sound level in the Outdoor Living Area (OLA)¹ for the existing portion will not exceed the recommended sound level, it is therefore concluded that the unattenuated daytime sound level in the OLA for the proposed house extension will not exceed the recommended objective sound level. Therefore, no outdoor noise control measures need be considered.
2. The unattenuated sound levels at the outside walls of the proposed dwelling extension will exceed the recommended objective sound levels. Therefore, indoor noise controls are required for the proposed extension.
3. Although the projected sound levels are predicted to be above the sound level criteria outlined in Section 3, it is feasible to control sound levels within the indoor areas of the proposed dwelling extension to meet the stated criteria.

2.2 RECOMMENDATIONS

A summary of the minimum noise attenuation requirements is presented in Table 1. Detailed description is as follows:

1. Outdoor Noise Control Measures

The Outdoor Living Area for the existing dwelling is currently protected by a berm with an acoustic fence on top. Based on the approval and inspection of this berm/fence at the time of development of the original portion of the dwelling, SSWA are satisfied that the present outdoor noise mitigation will suffice for the proposed addition.

2. Air Conditioning

The proposed house extension should be equipped with a central air conditioning system with its condensing unit to be located in a noise insensitive

¹ At times, it may also be referred to as Outdoor Amenity Areas. The size of an OLA is subject to municipal standards and other project requirements (except when classified as a balcony along with other applicable MECP rules).

location. The sound level of the outdoor condensing unit should meet the MECP's the maximum sound level, L_{AS} of 50 dBA² at the neighbour's closest point(s) of reception, i.e. at their ground-based outdoor areas as well as the closest window on any floor level as outlined in MECP publication NPC-216 and other levels specified by the municipality.

The Analysis Section in this study provides additional important details on the application of air conditioners.

3. NOISE IMPACT AND RECOMMENDATIONS TO CONTROL RAILWAY VIBRATION

Due to the proximity of the proposed development to the noted railway tracks, the following is a summary of the railway vibration report findings and recommendations including the necessary implementation:

The following are the required railway vibration perimeter insulation details¹:

1. Apply suitable waterproofing membrane against the wall of the foundation to meet the OBC requirements from the footing all the way up to just above the topsoil.
2. Apply a 2" thick Roofmate DOW SM continuous insulation (or 4" Styrofoam). Must support minimum 10 ps compression load. The insulation shall be installed immediately below the topsoil all the way down to above the building footing.
3. Install ¾" Clearstone base around the footing only.
4. The width of the Clearstone base must be 24" minimum as measured from the surface of the insulation with suitable excavation slope upwards for soil safety purposes.
5. The backfill around the house must be 2" clearstone from the footing all the way up to below the topsoil.
6. Place a layer of Geotextile on top of the 2" clearstone backfill to extend to the foundation wall and to suitable distances beyond the house, as deemed necessary.
7. Install ¾"-1" perimeter isolation board or strips (closed-cell neoprene or equal) around the entire perimeter of the concrete slab so that the concrete slab does not come into direct contact with the concrete foundation wall. Apply flexible sealant on the top and bottom.
8. Concrete slab to meet the OBC and other requirements.

² Or the lowest hourly ambient L_{eq} due to road traffic projected at the receptor location(s). It should be noted that L_{AS} of 55 dBA is acceptable only for cases where the A/C unit is placed in a high ambient location (i.e. with a direct line of sight to a major roadway).
SS Wilson Associates Consulting Engineers

4. Building Acoustic Insulation

Proposed House Extension

All exterior building components (walls, windows and doors) should meet the minimum Acoustic Insulation Factors (AIF) shown in Table 2. All windows should be well fitted and weather-stripped.

It is also the responsibility of the developer/builder responsible for final design and construction of the subject dwellings to ensure that the correct windows, walls and doors acoustic specifications are secured from the Acoustical Engineer prior to planning and construction of the noted dwellings.

The exterior walls of the proposed extension should be of the brick veneer or acoustically equivalent masonry wall construction³ from the ground to the underside of the roof rafters (i.e. on all sides and all floor levels facing the railway line).

5. Implementation Procedures

The following is a summary of the generally recommended procedures for implementation as per the MECP requirements:

Prior to their final inspection and release for occupancy, this dwelling should be certified by an Acoustical Engineer as being in compliance with the recommendations of the Detailed Noise Control Study. In particular, the Acoustic Consultant should certify the below ground foundation details prior to completion and back filling. In addition, the exterior building construction material should also be field verified to ensure the use of brick veneer.

³ An acoustically equivalent wall construction must provide minimum sound Transmission Loss (TL) values of 35+dB from 63Hz and upward as designed by an Acoustic Engineer.
SS Wilson Associates Consulting Engineers

Brent Larmer



Corporation of the Town of Cobourg

NOTICE OF HEARING OF THE COMMITTEE OF ADJUSTMENT

SUBJECT LANDS: 274 Tracey Road, Cobourg

FILE NO: A-06/19

The Town of Cobourg Committee of Adjustment has received an application for a minor variance from Joe Militello, 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 construction of a residential building addition containing a new, 2nd storey dwelling unit on the north side of the existing building, within required setback distance from a property line abutting a railway line. Please see the key map below.

The applicant is seeking the following variance:

- To reduce the required setback for a new residential dwelling unit on a property abutting a railway line from 30 m to 17.5 m - a variance of 12.5 m.

A Hearing will be held by the Committee of Adjustment on **September 24th, 2019** in Victoria Hall, 55 King Street West, 3rd Floor Committee Room at **4:00 p.m.**

If you have any comments regarding the proposed variance, signed written submissions will be accepted by the Secretary-Treasurer, prior to or during the Hearing. Such written submissions will be available for inspection at the Hearing by any interested person.


If you wish to be notified of the decision of the Committee of Adjustment in respect of the proposed variance, you must make a written submission to the Town of Cobourg Committee of Adjustment, care of the Secretary-Treasurer at the address listed below.

For more information about this matter, please contact the Town of Cobourg Planning Department at 905-372-1005.

DATED at Cobourg this 12th day of September, 2019 **Adriane Miller, Secretary-Treasurer**
ZONE: Residential Two (R2) Zone **Committee of Adjustment**

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:	September 23, 2019	
TITLE / SUBJECT:	Sidewalk Priority Plan – 2019 Revision	
REPORT DATE:	September 12, 2019	File #:

1.0 STRATEGIC PLAN
NA

- 2.0 PUBLIC ENGAGEMENT
The original plan was brought to the Transportation Advisory Committee (TAC) and Accessibility Advisory Committee (AAC) in 2018 prior to Council approval. The subject of sidewalk priorities has been discussed at the following Committee of the Whole and Council meetings:
2017: May 29 and June 5
2018: April 23, April 30, June 4, June 11 and June 25
2019: February 19 and February 25
In preparation for construction on Northwood and Spencer, notices were sent to residents on June 13, 2018 following council approval.
The revised plan will be discussed at the next TAC meeting on September 26 and at the next AAC meeting on September 18.

- 3.0 RECOMMENDATION
That the Town of Cobourg Council approve the revised sidewalk priority plan.

- 4.0 ORIGIN
On June 5, 2017, Council requested that staff prepare a sidewalk priority plan for the construction of new sidewalk around Cobourg. The plan was to establish a set of criteria to evaluate available locations and rank streets in an order of priority based on how well they meet the criteria.

5.0 BACKGROUND

On April 30, 2018, Council approved the Sidewalk Priority Plan for determining a logical order to construct new sidewalks annually. On February 25, 2019, Council passed a motion to revise the Sidewalk Priority Plan using walking distances between each road section to each criteria location instead of a straight line distance.

6.0 ANALYSIS

The following is a description of the revisions made to the Sidewalk Priority Plan:

1. At the request of Council, Town staff developed a GIS application to illustrate the area around a destination that is a predetermined walking distance by way of a road allowance.

By using the buffer distances from the originally approved plan, it was determined that the distances were too short and not enough of the Town was being incorporated into any of the buffers. This resulted in many of the road sections not receiving additional points for parks, transit, pedestrian generators, or intersections with arterial/collector roads and therefore resulted in too many roads having the same score.

To mitigate this issue, the buffer distances were all updated to 250 m (3 minute walk) regardless of the type of destination and this solution resulted in acceptable coverage for the priority plan.

2. Industrial lands have been excluded.
3. Official notice to residents that private gardens/obstructions are to be removed from the municipal road allowance has been reduced from a minimum of 90 days to 60 days.
4. Several road sections were either added or deleted since the previously approved version:

Added	Reason
Densmore Road from Division Street to Birchwood Trail	Road is classified as collector in TMP. Previous report referenced local classification.
Frei Street from Booth Street to Glenhare Street	Required to complete sidewalk on both sides of Frei
Carlisle Street from Northwood Drive to Burnham Street	Sidewalk dead ends across from Curtis. Proposed plan to extend sidewalk on south side to Burnham.
Glenhare Street from sidewalk dead	Partial sidewalk to be completed

end to Booth Street	when sidewalk constructed on Booth Street.
D'Arcy Street from Bay Street to Water Street	Parking lot on east is considered the one complete sidewalk. Second sidewalk required on west side (Collector).
Deleted	Reason
Nickerson Drive from D'Arcy Street to End	Development
Burnham Street from King Street to CP ROW	No room under bridge
Anne Street	Very narrow ROW, no room for sidewalk
Bagot Street from Sydenham Street to Albert Street	Partial sidewalk extends only one property. Local road with a full sidewalk already, no requirement to extend entire length.
Paul Currelly Way	Multi-Use Trail on one side.
Henry Street from James Street to University Avenue	Henry was just reconstructed with no funding for new sidewalk.
Sinclair Street from Kerr Street to Boulton Street	Park frontage. Accessible alternative to sidewalk is recommended.
Cottesmore Avenue from King Street to University Avenue	Two sidewalks from King to Gravely. Local road does not require a second sidewalk from Gravely to University.
Stuart Street from Monk Street to King Street	Park frontage. Accessible alternative to sidewalk is recommended.
Delanty Road from Carroll Crescent to Willmott Street	Park frontage. Accessible alternative to sidewalk is recommended.
Westwood Drive from Burnham Street to Willow Crescent	Sidewalk exists from Burnham to major pedestrian generator at townhouse complex. Local road, no requirement to extend further west with complete sidewalk on other side.
Furnace Street from Ball Street to Victoria Street	Only industrial lands remain. Area is part of Tannery MP.
D'Arcy Street from Queen Street to King Street	Development

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT
NA

8.0 CONCLUSION

The sidewalk priority plan has been updated per Council's request to use

walking distances instead of straight line distances to determine the proximity between roads requiring sidewalks and the various entities identified in the plan.

9.0 POLICIES AFFECTING THE PROPOSAL
NA

10.0 COMMUNICATION RESULTS
Some residents want sidewalk, others do not.

12.0 AUTHORIZATION/SIGNATURES

A handwritten signature in black ink, appearing to read 'L. Wills', is positioned above a horizontal line.

Laurie Wills
Director of Public Works

Approved By:
Ian Davey, Treasurer/Director of Corporate
Services

Department:
Finance



THE CORPORATION OF THE TOWN OF COBOURG
Public Works & Engineering Department
740 Division Street Bldg. #7
Cobourg ON K9A 0H6
Telephone: 905-372-9971
Fax: 905-372-0009

September 12, 2019

RE: Sidewalk Priority Plan

1 Background

The Town of Cobourg has an annual sidewalk capital program where new sidewalk is installed by Public Works staff or a private contractor. The budget for the program ranges from \$75,000 - \$100,000 which would typically cover the cost of construction for 250 to 500 linear metres of sidewalk and includes labour, equipment, and materials for the sidewalk as well as any restoration of disturbed areas as needed.

In 2017, Council requested that Town staff prepare a master list of priorities for new sidewalk locations in order to eliminate subjectivity and dispute in the future. In 2018 a plan was prepared and approved by Council however in 2019 a new motion was brought forth to revise the approved plan to incorporate walking distances instead of straight line distances.

The purpose of the enclosed master sidewalk plan is to clearly identify the criteria by which new sidewalk locations will be evaluated and prioritized.

The objective of the plan is for the Town to have a justifiable long term list of priority sidewalks endorsed by Council.

1.1 Transportation Master Plan

The Town of Cobourg's Official Plan (OP) and Transportation Master Plan (TMP) recommend that all collector and arterial roads have sidewalk on both sides and local roads have sidewalk on at least one side. Cul-de-sacs and short streets are the exception, unless the sidewalk forms part of a connecting link to a destination (ie. a sidewalk which leads to a walkway into a park).

For more information visit Cobourg.ca, 'like' us on Facebook, follow us on Twitter and watch us on YouTube.



[/townofcobourg](https://www.facebook.com/townofcobourg)



[@townofcobourg](https://twitter.com/townofcobourg)



[TownCobourg](https://www.youtube.com/TownCobourg)



[Town of Cobourg](https://www.linkedin.com/company/Town%20of%20Cobourg)

2 Approach and Methodology

2.1 Criteria One: Existence of Sidewalk

- a) No Sidewalk: The highest priority roads are those with no sidewalk on either side.

Scenario: All roads with no sidewalk on either side will have priority over roads with sidewalk on one side or partial sidewalks.

- b) Partial Sidewalks on One Side, None on the Other: Sidewalks that end mid-block have been considered in the analysis only if the subject block has residential units existing on the entire side of the road with the partial sidewalk. However, if the sidewalk ends at a destination and no buildings exist beyond the end of the sidewalk then this block has been excluded from the analysis.

Scenario: Frei Street between Glenhare Street and Booth Street is included in the analysis whereas Furnace Street between the Curling Club and Ontario Street has been excluded from the analysis.

- c) Partial Sidewalks on One Side, Complete Sidewalk on the Other: Roads that already have a complete sidewalk on one side of the road but are missing part of a sidewalk on the other side have been considered as long as there is a necessity to complete the partial sidewalk for existing adjacent residences.

Scenario: Munroe Street between Ryerson Commons and Division Street is considered a partial sidewalk that will be considered in the analysis where as King Street East between Coverdale Avenue and Maplewood Boulevard, the sidewalk on the north side ends at the last residence and will only be extended upon development of the vacant lands to east. This section between Coverdale and Maplewood has not been included in the analysis.

2.2 Criteria Two: Road Classification

The second highest priority of roads is based on the volume of traffic or classification. Those that are classified as Arterial are the highest, followed by Collector, and then Local roads.

Scenario: An arterial road with no sidewalk will have priority over a collector or local road with no sidewalk.

2.3 Criteria Three: Proximity to Various Entities

The third consideration is how close a road is to important community infrastructure that exists within the Town's GIS database. The following are what have been considered in the analysis:

- a) Schools
- b) Major Pedestrian Generators/Destinations ie. Hospital, library, YMCA, shopping, employment areas, downtown, etc.
- c) Transit Stops
- d) Parks
- e) Local roads that Intersect with arterial or collector roads

It should be noted that specific private businesses such as medical clinics, nursing homes, dental offices, etc. are not identified in the Town's GIS. The major pedestrian generator/destination category typically encompasses the institutional and commercially zoned areas of the Town.

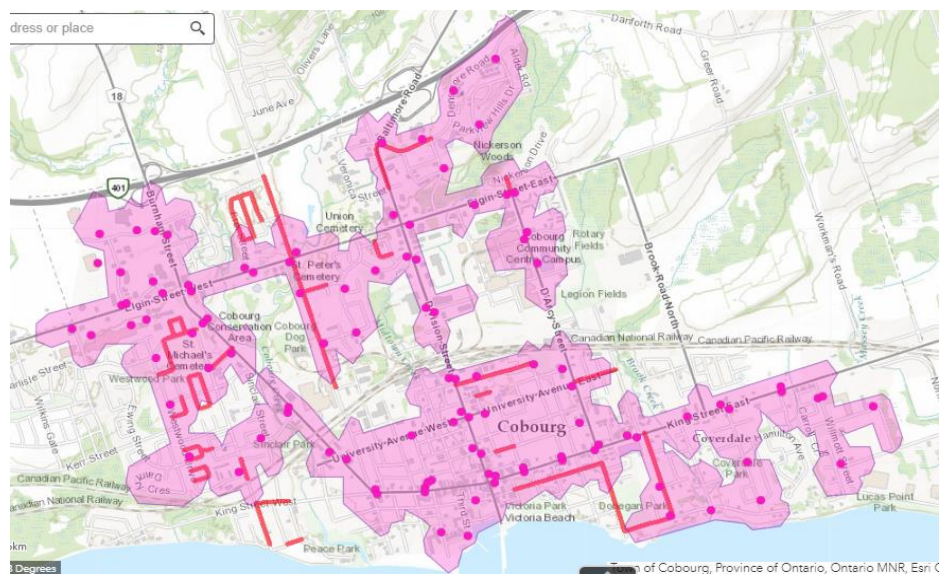
GIS can also identify which classes of roads intersect with other classes of roads so the data extracted for the final entity of Criteria 3 included local roads that start or end at arterial or collector roads. These local roads were assigned a higher weighting because they connect lower density areas to higher density areas where sidewalk is more likely to already exist.

2.3.1 Buffer Distance

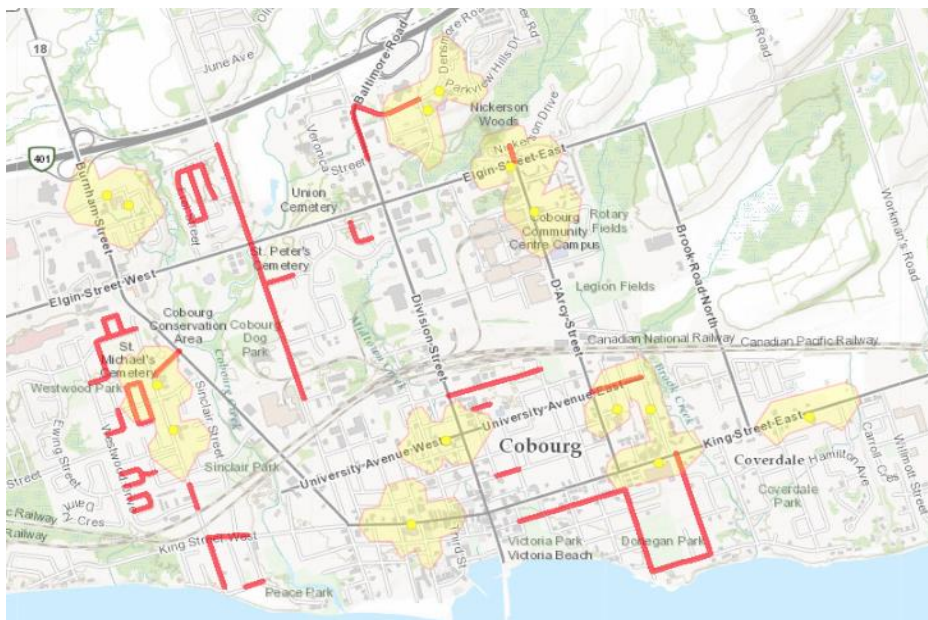
In order to identify the streets that are in close proximity to important community infrastructure, a walking distance buffer of 250 m was assigned to all schools, major pedestrian generators, transit stops and parks. Typically, a block length in Cobourg is less than 250m or approximately a 3 minute walk, which indicates that pedestrians on local roads will almost always be within 250m of a more major road where sidewalk is more likely to exist.

The walking distance buffer was established using a GIS application that essentially draws a 250 m line in all possible directions along the adjacent road ways which creates a polygon or buffer area and identifies all of the streets that intersect with that polygon.

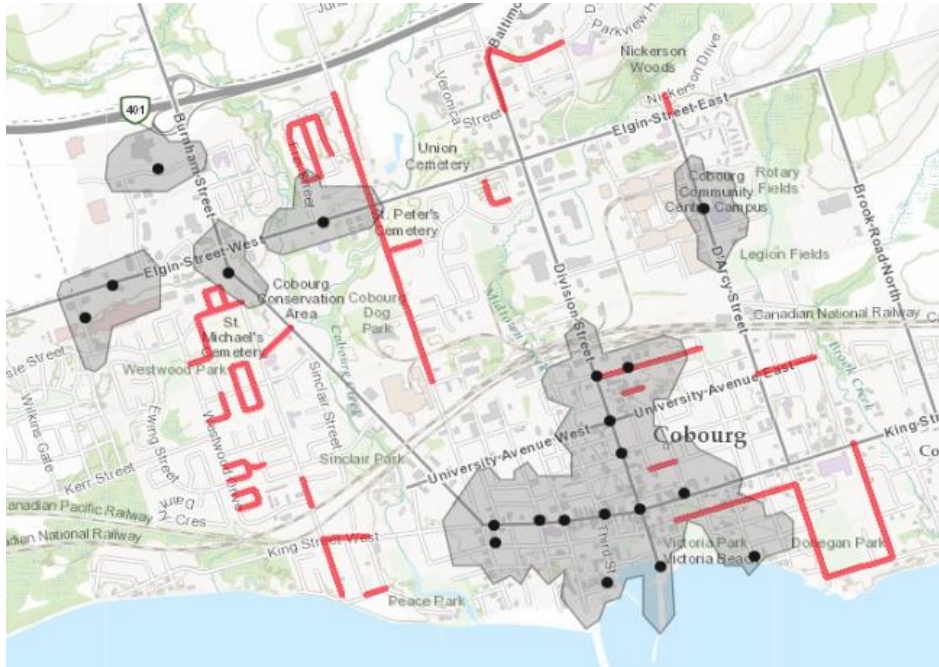
Below is an illustration of the 250 m walking distance buffer around each transit stop.



Below is an illustration of the 250m walking distance buffer around schools.



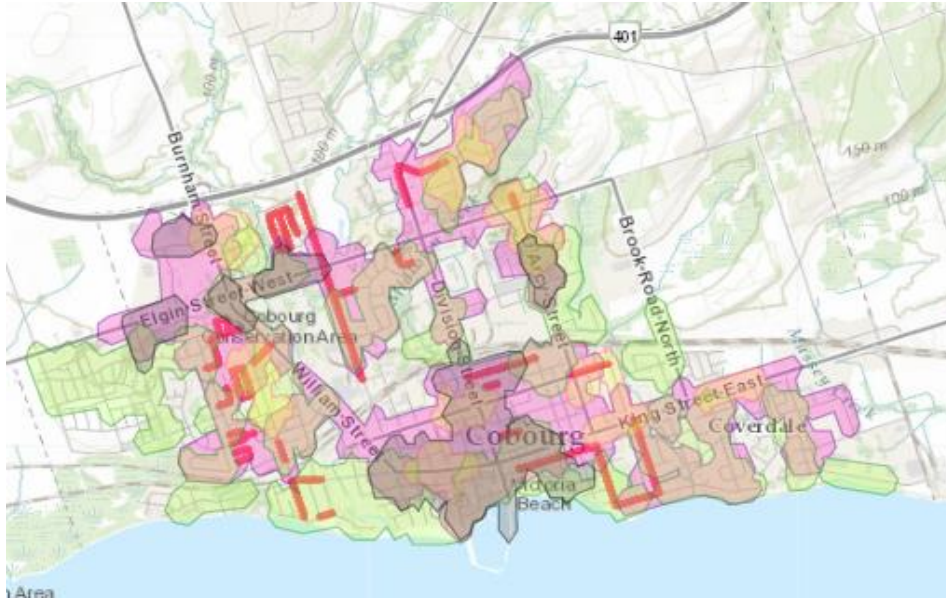
Below is an illustration of the 250 m walking distance buffer around major pedestrian generators/destinations.



Map of Cobourg, Ontario, showing the location of the proposed Cobourg Cemetery. The map includes major roads like Highway 18, Highway 401, and Highway 206, as well as parks and green spaces. The proposed cemetery is marked with a red outline and labeled 'Cobourg Cemetery'.

Once all of the buffers were established and mapped, they were overlapped onto each other and the data for each layer was exported to a spreadsheet for analysis.

Below is an illustration of all the buffers superimposed.



2.4 Exclusions

For this study, the following roads have been excluded from the analysis:

1. Local roads that already have sidewalk on one side.
2. All roads that do not have curb and gutter.
3. Dead end streets or cul-de-sacs.
4. Industrial Lands
5. Park frontages
6. Special circumstances ie. Furnace Street there is an existing sidewalk from Victoria Street to the entrance of the curling club on the north side. There are no other residences or buildings on the north side of Furnace Street between the Curling Club and Ontario Street and therefore the extension of the sidewalk to Ontario Street will not be considered. Typical scenarios such as this have been excluded from the study.

The Sidewalk Priority Plan does not include repairs. Existing sidewalks that is in need of repair are identified and repaired by the Public Works Department and costs associated with the repairs are included in the annual operations budget. New sidewalks are only included in the Town's capital works budget.

Road reconstruction projects are also not included in the Sidewalk Priority Plan. Where ever possible, all streets that are reconstructed or rehabilitated will also be considered for new or replacement sidewalk.

Costs associated with the construction of new sidewalk in accordance with the Sidewalk Priority Plan do not include engineering fees, if required. Some of the more challenging streets in Town that require substantial restoration and/or retaining walls may require a topographic survey and detailed engineering plans for construction and these costs have not been included in the financial analysis of this plan.

Along with the implementation of new infrastructure comes increased maintenance costs. Operations and maintenance costs associated with new sidewalks have not yet been considered in this plan. A subsequent investigation and report will be conducted to determine the current costs associated with all sidewalk maintenance in order to determine the required annual operating budget increases associated with the new infrastructure.

3 Evaluation

In order to evaluate all of the roads in Town that require sidewalk, each of the criteria were assigned a corresponding weight. Weighting is a common way to assess the relative merits of a range of options as opposed to a rating which is typically a score of results. Criteria that receive a higher weight are considered to have a higher priority to be serviced by a sidewalk.

The criteria were assigned the following weights for analysis:

	Criteria	Description	Assigned Weight
1	Existence of Sidewalk		
	No Sidewalks on Either Side	Roads with curb and gutter	25
	Partial Sidewalk on One Side No sidewalk on Other side	Roads with curb and gutter	15
	Sidewalk on One Side Only	Roads with curb and gutter	10
	Partial Sidewalk on One Side	Roads with curb and gutter	5
2	Road Classification		
	Arterial (4 lanes)	Roads with curb and gutter	15
	Arterial (2 lanes)	Roads with curb and gutter	10
	Collector	Roads with curb and gutter	5
	Local	Roads with curb and gutter	1
3	Proximity to Various Entities		
	School Zone	Within 250m of a school	20
	Major Pedestrian Generators/Destinations	Within 250m of Hospital, library, YMCA, Downtown, Beach, Shopping	15
	Transit	Within 250m of transit stop	10
	Parks	Within 250m of Parks	5
	Intersecting with Arterial or Collector Roads	Only local roads intersecting with arterials or collectors	10

It should be noted that the weightings for Criteria 1 and 2 were specifically assigned, through an iterative process, so that the following circumstances would always be met if road classification and sidewalk existence were the only considerations:

1. An arterial (2 lane) and collector with no sidewalk on either side must always score higher than a local road with no sidewalk on either side.
2. A local road with no sidewalk must always score higher than an arterial (2 lane) or collector with sidewalk on one side.

Although the TMP recommends sidewalk on both sides for arterial and collectors and one side for locals, this strategy will ensure that local roads receive one sidewalk before a two lane arterial or collector receives a second sidewalk. However, any collectors or arterials that also fall under Criteria 3 may result in a collector or arterial receiving a second sidewalk before a local road receives one sidewalk.

4 Analysis

All roads with curb and gutter have been mapped within the Town's Geographic Information System (GIS) and can be assigned their weighting for Criteria 1 and 2. For each of the entities of Criteria 3, a walking distance buffer was created to capture all of the roads within the buffers in order to assign an associated weight. Data was then extracted from GIS into a spreadsheet to sum up all of the weighting assigned to each section of road.

Constructability

This evaluation has been completed strictly based on spatial GIS data that does not consider topography and the fact that there are often obstructions in the road allowance that will make building a sidewalk challenging and more costly. Obstructions such as overhead utilities and poles, fire hydrants, and trees will significantly add to the cost of constructing a sidewalk. Having to construct a retaining wall to make up a grade differential is not ideal, expensive and typically not desired on municipal property.

At any given time, there may be several streets that have the same total score on the priority list. Staff will inspect the subject streets to identify any additional factors that may determine which street should be the higher priority for the upcoming year of construction. The cost to construct the sidewalks may also impact its priority ie. If it is a very expensive section with many challenges, it may require additional funding before it can be constructed or it may have to be constructed over two or more years.

Complete Streets

As illustrated in the priority list, the sections of road that are being evaluated are actually block lengths (intersection to intersection) and all connecting blocks on a single street have been grouped together and highlighted with the same colour. This is so that a single block will not be constructed in isolation. The block with the highest score in a grouping is what indicates the street's priority.

How to Choose Which Side

For roads with no sidewalk, there are many factors involved in deciding which side of the road the new sidewalk will go on. This decision will be provided by staff recommendation after a thorough review of road.

Considerations will include but not be limited to the following:

1. Overhead utilities – avoid having to relocate hydro poles and hydrants due to costs.
2. Underground utilities – avoid building sidewalk over top in case buried utility requires maintenance in the future and sidewalk has to be removed and replaced.
3. Driveways – ideal to have sidewalk on the side with the least amount of driveways.
4. Trees – ideal to construct sidewalk where there are fewer trees impacted.
5. Transit stops – ideal to construct sidewalk on the same side as a transit stop, if possible.
6. Retaining walls – ideal to avoid any if possible due to safety and capital/maintenance costs.

5 Implementation

Based on a typical unit rate for construction of a linear metre of sidewalk, the priority list is also showing the cost estimate of each section of road and a cumulative cost estimate to complete all of the sidewalks on the priority list. In summary, with an annual budget of \$100,000, it will require approximately 20 years to complete the list of sidewalk priorities based on current market rates. This estimate is variable based on bid prices, time of year and weather, and difficulty or ease of construction.

Funding and government grants may arise from time to time that allow for additional construction projects and Town staff will continue to watch for these opportunities as well as identifying other budget alternatives.

The top priorities will be physically assessed in the fall of the preceding year to determine any constraints or extenuating circumstances that are unique and particular to the street that may otherwise change its priority ie. a street that is slated for reconstruction in the near future as part of the Town's Asset Management Plan would be deferred until that time. An annual report to Council will be prepared to document the results of the assessment in support of the next priority sidewalk.

Town of Cobourg Sidewalk Standards

The following standards will apply for all new sidewalks constructed on existing streets.

1. All new sidewalks will be constructed parallel to the curb line and are not to be constructing around trees with the exception of any trees that are designated to be preserved by the Town Arborist.
2. The Town will not be constructing around private obstructions that have been installed on municipal property. Any private works must be relocated prior to sidewalk construction or they will be removed and disposed of by the Town or the Town's contractor. The Town will provide one site visit and one written notice to home owners at least sixty (60) days in advance of the sidewalk construction if private works are to be relocated.

3. Boulevards will be maximized where possible. All new sidewalks will have a minimum setback of 1.2m from the back of the curb as a boulevard between the road and the sidewalk is required for snow storage.
4. Sidewalks will be 1.5m wide and constructed in accordance with Ontario Provincial Standard Specifications and Drawings.
5. Tactile walking surface indicators will be installed on all curb ramps where new sidewalk is installed at an intersection.
6. Existing driveways and private walkways will be restored in kind. Private walkways are not permitted between the sidewalk and the curb.


6 Closing and Next Steps

The Sidewalk Priority Plan is a tool to implement the recommendations of the Transportation Master Plan, Official Plan, and make Cobourg a more accessible and pedestrian friendly town in a systematic and rational manner. The Plan will be reviewed and updated regularly to ensure that the criteria and weightings remain relevant and applicable. New criteria can also be added as data becomes available.

The next steps will be for the Town to develop an official policy for the implementation of new sidewalks in the Town of Cobourg, based on the subject Sidewalk Priority Plan.

Street Name	Location / Road Section	Sidewalk Location	Sidewalk Weight	Road Class Weight	School Weight	Major Ped. Gen. Weight	Transit Weight	Parks Weight	Intersects with Art/Citr	Total Road Section Score	TOTAL ROAD SCORE	Road Section Length (m)	Total Road Length (m)	\$ / Road Section	\$ / Total Road
Abbott Boulevard	ABBOTT BV FROM CORONATION TO KING	NONE	25	1	20	0	10	5	10	71	71	161	668	\$ 32,200.00	\$ 133,600.00
Abbott Boulevard	ABBOTT BV FROM LAKESHORE TO CORONATION	NONE	25	1	0	0	10	5	10	51		248		\$ 49,600.00	
Abbott Boulevard	ABBOTT BV FROM CORONATION SOUTH TO CORONATION NORTH	NONE	25	1	0	0	10	5	0	41		259		\$ 51,800.00	
D'Arcy Street	D'ARCY ST FROM ELGIN TO NICKERSON	NONE	25	1	20	0	10	5	10	71	71	104	104	\$ 20,800.00	\$ 20,800.00
Hayden Crescent	HAYDEN CR FROM BURWASH EAST TO BURWASH WEST	NONE	25	1	20	0	10	5	0	61	61	330	330	\$ 66,000.00	\$ 66,000.00
Murray Crescent	MURRAY CR FROM BURWASH EAST TO BURWASH WEST	NONE	25	1	20	0	10	5	0	61	61	329	329	\$ 65,800.00	\$ 65,800.00
Heath Street	HEATH ST FROM WILLIAM TO BURNHAM	ONE COMPLETE	10	5	20	0	10	5	10	60	60	213	213	\$ 42,600.00	\$ 42,600.00
Densmore Road	DENSMORE RD FROM DIVISION TO OTTO	ONE COMPLETE	10	5	20	0	10	0	10	55	55	194	415	\$ 38,800.00	\$ 83,000.00
Densmore Road	DENSMORE RD FROM OTTO TO BIRCHWOOD	ONE COMPLETE	10	5	20	0	10	5	0	50		221		\$ 44,200.00	
Curtis Crescent	CURTIS CR FROM EAST CARLISLE TO WEST CARLISLE	NONE	25	1	0	15	10	0	0	51	51	310	310	\$ 62,000.00	\$ 62,000.00
University Avenue East	UNIVERSITY AV E FROM DARCY TO CAMPBELL	ONE COMPLETE	10	10	20	0	10	0	0	50	50	113	315	\$ 22,600.00	\$ 63,000.00
University Avenue East	UNIVERSITY AV E FROM MAJOR TO COTTESMORE	ONE COMPLETE	10	10	20	0	10	0	0	50		111		\$ 22,200.00	
University Avenue East	UNIVERSITY AV E FROM CAMPBELL TO MAJOR	ONE COMPLETE	10	10	20	0	10	0	0	50		91		\$ 18,200.00	
Munroe Street	MUNROE ST FROM DIVISION TO SIDEWALK DEAD END	ONE COMPLETE ONE PART	5	1	0	15	10	5	10	46	46	311	311	\$ 62,200.00	\$ 62,200.00
Chapel Street	CHAPEL ST FROM JOHN TO COLLEGE	ONE COMPLETE	10	5	0	15	10	5	0	45	45	141	141	\$ 28,200.00	\$ 28,200.00
Lakeshore Drive	LAKESHORE DR FROM DARCY TO BAYVIEW	NONE	25	5	0	0	10	5	0	45	45	267	367	\$ 53,400.00	\$ 73,400.00
Lakeshore Drive	LAKESHORE DR FROM BAYVIEW TO ABBOTT	NONE	25	5	0	0	10	5	0	45		100		\$ 20,000.00	
Ontario Street	ONTARIO ST FROM HUYCKE TO ELGIN	ONE COMPLETE	10	5	0	15	10	5	0	45	45	274	1674	\$ 54,800.00	\$ 334,800.00
Ontario Street	ONTARIO ST FROM ELGIN TO ADELE	ONE COMPLETE	10	5	0	15	10	0	0	40		330		\$ 66,000.00	
Ontario Street	ONTARIO ST FROM MCGUIRE TO SUTHERLAND	ONE COMPLETE	10	5	0	0	10	5	0	30		370		\$ 74,000.00	
Ontario Street	ONTARIO ST FROM SUTHERLAND TO HUYCKE	ONE COMPLETE	10	5	0	0	10	5	0	30		388		\$ 77,600.00	
Ontario Street	ONTARIO ST FROM ADELE TO WHITE	ONE COMPLETE	10	5	0	0	0	0	0	15		312		\$ 62,400.00	
Queen Street	QUEEN ST FROM GREEN TO HENRY	ONE COMPLETE	10	5	0	15	10	5	0	45	45	177	611	\$ 35,400.00	\$ 122,200.00
Queen Street	QUEEN ST FROM CHURCH TO GREEN	ONE COMPLETE	10	5	0	15	10	5	0	45		166		\$ 33,200.00	
Queen Street	QUEEN ST FROM MCGILL TO CHURCH	ONE COMPLETE	10	5	0	15	10	5	0	45		108		\$ 21,600.00	
Queen Street	QUEEN ST FROM HENRY TO DARCY	ONE COMPLETE	10	5	0	0	10	0	0	25		160		\$ 32,000.00	
Heenan Street	HEENAN ST FROM HEENAN CRT TO FAIRBANKS	NONE	25	1	0	0	10	5	0	41	41	93	213	\$ 18,600.00	\$ 42,600.00
Heenan Street	HEENAN ST FROM FAIRBANKS TO HEENAN CRT	NONE	25	1	0	0	10	5	0	41		120		\$ 24,000.00	
Northwood Drive	NORTHWOOD DR FROM WESTWOOD TO CARLISLE	NONE	25	1	0	0	10	5	0	41	41	339	339	\$ 67,800.00	\$ 67,800.00
Sandmere Crescent	SANDMERE CR FROM BARBARA TO WESTWOOD	NONE	25	1	0	0	10	5	0	41	41	100	242	\$ 20,000.00	\$ 48,400.00

Street Name	Location / Road Section	Sidewalk Location	Sidewalk Weight	Road Class Weight	School Weight	Major Ped. Gen. Weight	Transit Weight	Parks Weight	Intersects with Art/Citr	Total Road Section Score	TOTAL ROAD SCORE	Road Section Length (m)	Total Road Length (m)	\$ / Road Section	\$ / Total Road
Sandmere Crescent	SANDMERE CR FROM WESTWOOD TO BARBARA	NONE	25	1	0	0	10	5	0	41		142		\$ 28,400.00	
Spragge Crescent	SPRAGGE CR FROM WESTWOOD TO BURWASH	NONE	25	1	0	0	10	5	0	41	41	224	224	\$ 44,800.00	\$ 44,800.00
Barbara Street	BARBARA ST FROM SHIRLEY TO SANDMERE	NONE	25	1	0	0	10	0	0	36	36	85	85	\$ 17,000.00	\$ 17,000.00
Frei Street	FREI ST FROM BOOTH TO SIDEWALK DEAD END	ONE COMPLETE ONE PART	5	1	0	15	10	5	0	36	36	110	193	\$ 22,000.00	\$ 38,600.00
Frei Street	FREI ST FROM BOOTH TO GLENHARE	ONE COMPLETE	10	1	0	0	0	0	0	11		83		\$ 16,600.00	\$ -
Spencer Street East	SPENCER ST E FROM JOHN TO RYERSON COMMONS	NONE	25	1	0	15	10	0	0	51	51	101	101	\$ 20,200.00	\$ 20,200.00
Glenhare Street	GLENHARE ST FROM BOOTH TO SIDEWALK DEAD END	ONE COMPLETE ONE PART	5	1	0	15	10	5	0	36	36	35	357	\$ 7,000.00	\$ 71,400.00
Booth Street	BOOTH ST FROM GLENHARE TO FREI	NONE	25	1	0	0	0	0	0	26		322		\$ 64,400.00	\$ -
Willow Crescent	WILLOW CR FROM WESTWOOD NORTH TO WESTWOOD SOUTH	NONE	25	1	0	0	10	0	0	36	36	292	292	\$ 58,400.00	\$ 58,400.00
Burnham Street	BURNHAM ST FROM 142 BURNHAM (SIDEWALK DEAD END) TO KING	ONE COMPLETE ONE PART	5	1	0	0	10	5	10	31	31	250	250	\$ 50,000.00	\$ 50,000.00
Carlisle Street	CARLISLE ST FROM CURTIS TO BURNHAM	ONE COMPLETE ONE PART	5	1	0	15	10	0	0	31	31	83	209	\$ 16,600.00	\$ 41,800.00
Carlisle Street	CARLISLE ST FROM CURTIS TO SIDEWALK DEAD END	ONE COMPLETE ONE PART	5	1	0	0	10	5	0	21		43		\$ 8,600.00	\$ -
Carlisle Street	CARLISLE ST FROM CURTIS TO CURTIS	ONE COMPLETE ONE PART	5	1	0	0	10	0	0	16		83		\$ 16,600.00	\$ -
Huycke Street	HUYCKE ST FROM 226 HUYCKE TO ONTARIO	ONE COMPLETE ONE PART	5	1	0	0	10	5	10	31	31	95	95	\$ 19,000.00	\$ 19,000.00
Monk Street	MONK ST FROM STUART TO TREMAINE	NONE	25	1	0	0	0	5	0	31	31	110	110	\$ 22,000.00	\$ 22,000.00
Burnham Street	BURNHAM ST FROM WESTWOOD TO BURNHAM MANOR	ONE COMPLETE	10	5	0	0	10	5	0	30	30	108	128	\$ 21,600.00	\$ 25,600.00
Burnham Street	BURNHAM ST FROM 436 BURNHAM TO WESTWOOD	ONE COMPLETE	10	5	0	0	10	5	0	30		20		\$ 4,000.00	
D'Arcy Street	D'ARCY ST FROM BAY TO LAKEVIEW	ONE COMPLETE	10	5	0	0	10	5	0	30	30	94	540	\$ 18,800.00	\$ 108,000.00
D'Arcy Street	D'ARCY ST FROM PERRY TO ROCKINGHAM	ONE COMPLETE	10	5	0	0	10	5	0	30		70		\$ 14,000.00	
D'Arcy Street	D'ARCY ST FROM LAKEVIEW TO PERRY	ONE COMPLETE	10	5	0	0	10	5	0	30		27		\$ 5,400.00	
D'Arcy Street	D'ARCY ST FROM ROCKINGHAM TO QUEEN	ONE COMPLETE	10	5	0	0	10	0	0	25		51		\$ 10,200.00	
D'Arcy Street	D'ARCY ST FROM WATER TO LAKE	ONE PART	15	5	0	0	0	5	0	25		125		\$ 25,000.00	
D'Arcy Street	D'ARCY ST FROM BAY TO WATER	ONE COMPLETE	10	5	0	0	0	5	0	20		121		\$ 24,200.00	
D'Arcy Street	D'ARCY ST FROM LAKESHORE TO LAKE	ONE COMPLETE	10	5	0	0	0	5	0	20		52		\$ 10,400.00	
Division Street	DIVISION ST FROM VERONICA SOUTH TO VERONICA NORTH	ONE COMPLETE	10	10	0	0	10	0	0	30	30	351	351	\$ 70,200.00	\$ 70,200.00
King Street West	KING ST W FROM STUART TO BURNHAM	ONE COMPLETE	10	5	0	0	10	5	0	30	30	122	285	\$ 24,400.00	\$ 57,000.00
King Street West	KING ST W FROM WPCP DRIVEWAY TO SINCLAIR	ONE COMPLETE	10	5	0	0	0	5	0	20		110		\$ 22,000.00	
King Street West	KING ST W FROM SINCLAIR TO STUART	ONE COMPLETE	10	5	0	0	0	5	0	20		53		\$ 10,600.00	
Glenhare Street	GLENHARE ST FROM ADELE TO FREI	NONE	25	1	0	0	0	0	0	26	26	224	224	\$ 44,800.00	\$ 44,800.00

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM:	Teresa Behan	
TITLE:	Deputy Director, Community Services Division	
DATE OF MEETING:	September 23, 2019	
TITLE / SUBJECT:	Aquatic Safety Audit Report, Town of Cobourg Harbour	
REPORT DATE:	September 12, 2019	

1.0 STRATEGIC PLAN

This report addresses the Pillar “People”: The Town supports and Cares for the social and physical wellbeing of its citizens.

2.0 PUBLIC ENGAGEMENT

During the audit, the lifesaving audit team met with the Cobourg Yacht Club, Survivor Thrivers, Cobourg Dragon Boat and Canoe Club and the Town of Cobourg.

3.0 RECOMMENDATION

It is recommended:

THAT Council receive the Lifesaving Society’s Audit of the Cobourg Harbour for information purposes; and

FURTHER THAT Staff bring back to Council a report detailing the proposed safety changes to address the recommendations of the Aquatic Safety Audit as detailed in the report and the anticipated costs.

4.0 ORIGIN

In 2016 the Life Saving Society performed a safety audit of the Cobourg Beach. This Audit was completed as part of the Blue Flag program and at the request of the YMCA. This audit was shared with the YMCA and the recommended safety initiatives were implemented.

5.0 BACKGROUND

Since 2017 in particular, increased attention has been placed on the waterfront and its many potential uses due to the extensive work completed during and after the completion of the Waterfront User Needs Assessment and Detailed Design. Staff determined that an independent safety audit of the harbour would be beneficial to all parties that use this very busy area both to compliment the previous beach audit and to facilitate future decision-making on the use of the Harbour.

6.0 ANALYSIS

The Lifesaving Society conducted a site visit of the Harbour on February 5, 2019. After the site visit, interviews of the Harbour's primary users were conducted at the CCC by the Lifesaving Society's Audit Committee.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

TBD

8.0 CONCLUSION

All safety recommendations will be assessed and implemented as appropriate.

9.0 POLICIES AFFECTING THE PROPOSAL

TBD

10.0 COMMUNICATION RESULTS

The Aquatic Safety Audit Report was shared with the Councillor Chorley, the Council Coordinator for Parks and Recreation. After the Lifesaving Society's presentation of its Report to Council, the Report will be shared with the user groups that were interviewed for the Audit.

11.0 ATTACHMENTS

Aquatic Safety Audit Report

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Teresa Behan, Manager of Parks
Dean Hustwick, Director of Recreation and Culture
Ian Davey, Interim CAO/Treasurer

Department:

Parks
Community Services
Corporate Services



LIFESAVING SOCIETY®
The Lifeguarding Experts

Aquatic Safety Audit Report

**Town of Cobourg
Harbour
July 24, 2019**

Aquatic Safety Audit

The Town of Cobourg retained the Lifesaving Society to undertake a safety audit of the Cobourg harbour, specifically the recreational activities taking place in the harbour and the effect of the expansion of the docking system on these activities.

It was agreed that the purpose of the aquatic audit was to maximize the safety of user groups utilizing the harbour for recreational, training and program use. It will outline the Town's responsibilities to ensure the safety of all users and the steps that the Town should follow. The safety audit would identify what steps might be taken to minimize the risk of drowning or serious water-related injuries.

Aquatic Safety Audit Process

Audit Personnel

The Lifesaving Society appointed Ms. Shanna Reid as the Aquatic Safety Management Services Chief Auditor. Ms. Reid has extensive experience in facility evaluation and waterfront operations and is familiar with the Cobourg operation.

The Lifesaving Society appointed auditors Mr. John Gullick and Mr. Patrick D'Almada. All auditors have extensive experience in aquatics, harbour management and boating operations.

Audit Components

The audit team followed a process that included:

- On-site tour of the Cobourg Harbour area on February 6, 2019.
- Interviews with representatives from the Cobourg Dragon Boat and Canoe Club, Survivor Thrivers, Cobourg Yacht Club, Town Risk Manager, and the Cobourg Marina Manager.
- A review of existing documentation concerning the operation of the harbor.
- Completion of a final report.

Site Tours

The safety audit team completed its tour of the harbour on Sept 19, 2018 and Feb. 6, 2019. Many of the team members had visited the site in the summer of 2018 when completing other safety related inspections in the area of the harbour.

Staff Interviews

Following the site tour, the safety audit team conducted interviews with the following:

- Mr. Paul Gauthier, Manager of Attraction and Facilities (Community Services) and Ms. Shannon Murphy, Town of Cobourg Risk Manager
- Mr. Jeremy Fowlie and Dean Cotes, Dragon Boat & Canoe Club
- Ms. Trish Russell, Survivor Thrivers
- Mr. Alan Clough, Cobourg Yacht Club.

The members of the audit team asked questions of each interviewee, after which they were invited to share additional thoughts with assurances that specific comments would be unattributed.

Documentation Review

The safety audit team examined the aquatics-related literature supplied by Ms. Teresa Behan. The team focused their examination on the following references:

- sample Lease agreements with user groups
- Cobourg Yacht Club
 - Learn to Sail
 - Learn to Sail Parent Package
- Canoe Kayak Ontario – sanctioned activities
- Canada Shipping Act – Small Vessel Regs
- Dragon Boat & Canoe Club:
 - Cold Shock & Cold Water
 - Code of Safety
 - Summer Day Camp Safety Procedures
- Survivor Thrivers Welcome to the Team

In addition, the audit team referenced:

- current practices and emergency procedures for the Harbour
- Research into the existing regulations, standards
- Current protocols and best practices for harbour and boating operations
- Best practices for Event Management in an Aquatic Setting such as Lifesaving Society Dragon Boat Event Organizers Safety handbook, Alert- Lifeguarding in Action, Lifesaving Society Competition Safety Standards.

Recommendations

We recommend that this report be shared with all harbour user groups and appropriate Town staff. All recommendations should receive focused attention by facility management and communicated to all associated parties.

We direct your attention to the following concerns and recommendations:

1. Install an Automatic External Defibrillator (AED) unit adjacent the marina office.

The Town of Cobourg has installed a public access AED unit at Victoria beach. This is too far away to assist an individual in distress in the marina area. An additional unit should be installed in the marina area – adjacent the marina office. Marina staff should be trained in the use of the unit.

2. Ensure all marina staff are standard first aid certified.

In addition to first aid training, which will allow staff to respond to first aid situations in and around the marina, staff should also be trained in the use of rescue equipment such as ring buoys, rescue hooks, and extraction techniques they might use to remove a victim from the water. The Town should consider requiring staff to receive training in land-based lifesaving techniques. A long-term goal may be to certify staff in Lifesaving Society Bronze Cross or National Lifeguard certification because of the potential of in water rescue situations in the harbour.

3. Create a No Swimming bylaw for the harbour.

The safety of boaters, user group participants and residents are at risk when entering the water in the harbor due to possible electrical shock and fatal interaction between swimmers and boaters. There should be

No Swimming in the harbour and in the marina. A bylaw would assist in the enforcement.

4. The Town should draft a Harbour Emergency Procedures manual.

With many user groups, utilizing the space it is important that the Town establish a framework of emergency procedures. In turn, the user groups should include these in their operational manuals and then provide training to their staff and volunteers in these procedures. Procedures should include but are not limited to the following:

- Safe rescue
- Missing persons
- Fire Drills
- Major emergencies
- Collisions
- Cold Water submersion
- Reporting procedures
- The mandatory use of power craft in all programs as a safety vessel such as a personal watercraft, Boston whaler, or an IRB with motor.

5. Educate users groups on the current state of the harbour.

A meeting or other communication mechanism should be used to ensure all harbour users are familiar with the current and future plans for the harbour. Items that should be communicated include but are not limited to:

- Updates and operation of the Harbour
- Expectations of use: contracts/lease agreements/permits for events
- Policies and procedures new & existing

- Formal scheduling of use of harbour
- Emergency Manual

6. Revise the current harbour (boat slip) agreements.

Ensure that all user groups are aware of rules, requirements and safety procedures. The agreements are to stipulate what each party will do/provide. In particular, the agreement should spell out:

- reasonable expectations that the groups will follow such as:
 - include camp standards
 - ratio standards
- best practices based on the following but not limited to:
 - High Five Principles of childhood learning
 - Camp Regulation 503/17
 - Ontario Camping Association Safety Standards
 - Ontario Physical and Health Education Association (OPHEA) Safety Guidelines
 - Transport Canada TP 15136- Standard for Recreational Boating Schools

7. Enhance craft safety inside the harbour.

Separating motor craft and self-powered craft must be done to ensure everyone's safety. Inside the harbour there are high risk zones where safety of boaters is of concern. These zones are illustrated in Appendix A. Of note: when the boat launch ramp is in high demand a second high-risk zone can exist and converge on the area from the ramp to the noted high-risk zone.

Enhancing safety in these areas can be accomplished in many ways. This can be done in a variety of ways, such as:

- Specific areas and or times of use specified in their lease agreements
- By-laws compliance and enforcement
- Education of boaters using the harbour

8. Ensure all user groups are using a safety boat for all events, training, and programs.

A safety boat is used to manage boating and respond to emergencies. It is important to have this on the water when organized boating activities are taking place inside and outside of the harbour and that personnel operating this craft are trained and certified in their use and response to an emergency situation. A safety boat is described as the following:

- Of sufficient size to respond to an in-water emergency during the event
- Motorized for quick access to rescue
- Equipped with rescue equipment including:
 - Equipped to CCG standards
 - Additional equipment including but not limited to:
 - Throw bag & Rescue Aid
 - First Aid equipment
 - Communication device

9. Ensure that all harbour events and club scheduled activities adhere to the Town Special Events application process.

The Town has a special events application process in place to ensure that organizers of events on Town property adhere to a variety of protocols one of which the safety of participants at these events. This process should be followed by all parties running special events and club scheduled activities in the harbour area.

10. Distribute the Lifesaving Society Dragon Boat Safety Guidelines.

This document has been written to ensure that Dragon Boat activities are operated safely. The Town should encourage dragon boat event organizers to purchase this text and use this as the minimum standard for the safe operation of Dragon boat events.

11. Enhance signage in the harbour and marina area.

Signage will enhance the safety of boater and the public in the harbour and marina areas. The following signage should be installed in the marina and harbour:

- **No swimming** signs should be posted in a variety of locations, but specifically adjacent the boat ramp.
- **Stay Clear** to be posted at the boat ramp.
- **No wake or speed limits for boats in the harbour**
- Signage to be include with any lifesaving equipment (see Appendix B).

12. Complete a safety equipment audit.

Lifesaving stations should be provided at a variety of locations in the harbour and marina area. The Lifesaving Society should be requested to complete a safety equipment audit to determine the type, location and signage at these stations in the harbour and marina areas.

Lifesaving stations should be located on each dock accessible to boaters. Additional lifesaving stations should be erected in the harbour area where user groups are accessing the water. The following locations to be considered:

- Boat Ramp
- Program locations

Rescue stations should also be erected along the break wall where people have access.

13. Clearly identify the egress ladders in the harbour.

To enhance their visibility and ensure durability, all ladders that allow bathers an exit from the water should be permanently marked in yellow so they are readily visible from the water.

14. Ensure the user groups mandate the compulsory use of approved PFD's by boaters while on the water.

All boaters should be required to wear Transport Canada approved PFD while on the water. This will enhance their safety in the event of an emergency. In addition, groups should consider implementing swim testing of all participants prior to any activity on the water.

15. Conduct stray electrical current testing.

Marina staff should conduct regular stray electrical testing of all marina electrical systems. The results of this testing should be documented and logged.

16. Designate a camp user group indoor and outdoor space.

The current boats storage area is not suitable for camp users. There are no washrooms, only one entry and exit area, and no cover from the elements. The Town should work with these groups to secure a more reasonable and safe area for the campers use.

Appendix A

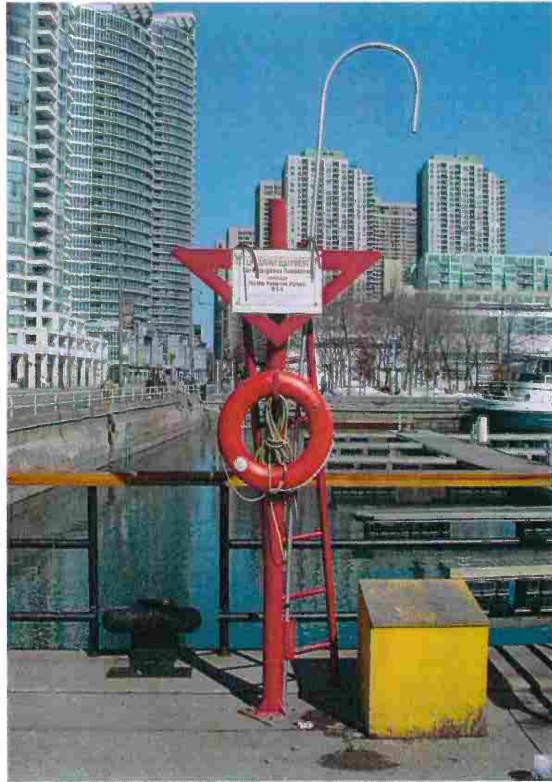
High Risk Zone

Note: At times when the boat launch ramp is in high demand this high-risk zone (yellow area) can converge on the area from the ramp to the noted high-risk zone.



Appendix B

Examples of Lifesaving Stations




Appendix C

Examples of Signage






	THE CORPORATION OF THE TOWN OF COBOURG REPORT	
	ACCESSIBILITY ADVISORY COMMITTEE MOTION	
TO:	Mayor and Council Members	
FROM:	Desta McAdam, Secretary Accessibility Advisory Committee	
DATE OF MEETING:	September 18, 2019.	
REPORT TITLE/SUBJECT:	Accessibility Advisory Committee Motion RE: Sidewalk Priority Plan and List, September 2019.	

At a regular meeting of the Accessibility Advisory Committee held on September 18, 2019, the Committee reviewed and discussed the Sidewalk Priority Plan and list dated September 12, 2019.

Following the discussion, the following motion was put forth:

Moved by E. Morrill "THAT That the Accessibility Committee endorses the Sidewalk Priority Plan and List dated September 12, 2019.

CARRIED


	THE CORPORATION OF THE TOWN OF COBOURG REPORT	
	ACCESSIBILITY ADVISORY COMMITTEE MOTION	
TO:	Mayor and Council Members	
FROM:	Desta McAdam, Secretary Accessibility Advisory Committee	
DATE OF MEETING:	September 18, 2019.	
REPORT TITLE/SUBJECT:	Accessibility Advisory Committee Motion RE: Accessibility Budget Allocation	

At a regular meeting of the Accessibility Advisory Committee held on September 18, 2019, the Committee discussed the proposal to use part of the \$20,000 accessibility budget to cost-share with Northumberland County for an AODA compliant pedestrian signal upgrade at the Burnham Street, William Street and Elgin St W intersection. It was communicated that the cost of the upgrade would be approximately \$3500.00.

Following the discussion, the following motion was put forth:

Moved by K. Richards "THAT the Accessibility Advisory supports the use of the 2019 Accessibility budget to cost-share with Northumberland County for the provision of an AODA compliant pedestrian signal upgrade at the Burnham Street, William Street and Elgin St W intersection. Further details on AODA compliance are requested for the Committee's information."

CARRIED

	THE CORPORATION OF THE TOWN OF COBOURG
	SUSTAINABILITY & CLIMATE CHANGE ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Robyn Bonneau, Secretary
MEETING DATE:	September 4, 2019
SUBJECT:	Definition of Sustainability

The following Motion was adopted at the September 4, 2019 Sustainability & Climate Change Advisory Committee (SCCAC) Meeting:

Moved by Member Marsh:

THAT the Sustainability and Climate Change Advisory Committee recommend the following definition of Sustainability for Council's consideration:

Sustainability is the ability to continue a defined behavior indefinitely. For our purpose:

- Environmental sustainability is the ability to maintain rates of renewable resource harvest, pollution creation, and non-renewable resource depletion that can be continued indefinitely.
- Economic sustainability is the ability to support a defined level of economic production indefinitely.
- Social sustainability is the ability of a social system, such as the world, a country, a local community, to function at a defined level of social well-being indefinitely.

CARRIED