



Committee of the Whole

Date: Monday August 24, 2020

Time: 3:30 PM

Open Session at 4:00 P.M. (Summer Session)

Location: Electronic Participation by Council
Zoom Meeting Conference – YouTube Live Stream
<https://www.youtube.com/channel/UCh-rsT-cCjLrMPGdOobYzHQ>.

AGENDA

Cobourg...a vibrant inclusive community where everyone has access to meaningful opportunities and experiences.

The Town of Cobourg is committed to open and accountable governance and the provision of quality, accessible programs and services in a sustainable manner

Inquiries & Accommodations

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

Alternate Format

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

Live Streaming Video

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

Public Participation

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

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

NOTE TO THE PUBLIC:

Do to the COVID-19 Pandemic, Council Meetings will be conducted through Zoom Conference Applications. If you wish to register as a Delegation, please notify the Municipal Clerk by completing a Delegation of Request Form and once registered, further instructions will be provided. For those wishing to take part in the Committee of the Whole Open Forum, please register in advance with the Municipal Clerk for further instruction through phone (905-372-4301) or email at clerk@cobourg.ca.

	THE CORPORATION OF THE TOWN OF COBOURG
	COMMITTEE OF THE WHOLE AGENDA
	Monday August 24, 2020 at 3:30 PM Electronic Participation – Zoom Video Conference

A Committee of the Whole meeting of the Cobourg Municipal Council will be held on Monday August 24, 2020 at 3:30 P.M through Electronic Participation, Zoom Video Conference Application.

I. CALL TO ORDER

The Mayor will provide an opening statement and advise the meeting is being lived streamed and audio/video recorded and shall form part of the record which will be retained according to the Town of Cobourg Retention By-law. For more information about the collection, please contact the Municipal Clerk's Office.

II CLOSED SESSION

1. Closed Session Items

Action Recommended: THAT Council meet in Closed Session to prior to the Open Session of Council at 3:30 P.M. in accordance with Section 239 (2) of the *Municipal Act S.O. 2001* regarding:

s. 239(2)(d) Labour relations or employee negotiations:

1. CUPE Local 25.

S.239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board:

2. Northam Industrial Park - Building 4, Potential Lease.

Open Session of Council to Resume at 4:00 P.M.

III AGENDA ADDITIONS

1. 1. Correspondence, Balder Corporation, regarding a request for an extension to Council Resolution 463-19 on the deferral of applicable Building Permit, Planning Application, Tree and Parkland fees and levies

for the subject development - 311-325 University Avenue, Cobourg Ontario and 387 William Street, Cobourg Ontario;

2. Memo from the Deputy Director of Community Services and the Recreation Coordinator, regarding the Cobourg Community Centre: Reopening Plans; and
3. Memo from the Secretary of the Parks and Recreation Advisory Committee, regarding a recommendation regarding the Cobourg Beach.

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

IV DISCLOSURE OF PECUNIARY INTEREST

V PRESENTATIONS

1. Oscar Poloni, Office Managing Partner - KPMG, regarding an update/status report on the Town of Cobourg Service Delivery Review. 10 - 25

VI DELEGATIONS

1. Adam White, Cobourg Resident, regarding the the status of Cobourg Victoria Park Beach options of re-opening following August 31, 2020. 26 - 28
2. Paul Pagnuelo, Cobourg Resident, regarding the status of Cobourg Victoria Park Beach options of re-opening following August 31, 2020 and the establishment of a Cobourg Beach Task Force. 29 - 30
3. Lydia Smith and Michele Peterson, Preserve Our Heritage Harbour (POHH), regarding the Town of Cobourg's Service Delivery Community Survey. 31 - 34
4. Brenda Quinn, Cobourg Resident, regarding a Cobourg Beach and Victoria Park Committee. 35 - 36

VII DELEGATION ACTIONS

VIII GENERAL GOVERNMENT SERVICES

Chair, Deputy Mayor Séguin - General Government Services Coordinator

IX PLANNING AND DEVELOPMENT SERVICES

Chair, Councillor Beatty - Planning and Development Services Coordinator

1. Memo from the Director of Planning and Development, regarding the Deferral of Development Charges - 2725632 Ontario Ltd.; 2642301 Ontario Inc.; 2642301 Ontario Ltd.; and, 2363219 Ontario Ltd. (o/a Balder Corporation) 311 – 325 University Avenue West/387 William Street, Cobourg. 37 - 44

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

FURTHER THAT Council approve Balder Corporation's request to waive the interest charges on the ten (10) year deferral of Development Charges (previously approved by Council) in the amount of approx. \$110,600.00 for the mixed affordable/market rental apartment project at 311-325 University Avenue West/387 William Street, subject to the finalization of details by staff.

2. Correspondence, Balder Corporation, regarding a request for an extension to Council Resolution 463-19 on the deferral of applicable Building Permit, Planning Application, Tree and Parkland fees and levies for the subject development - 311-325 University Avenue, Cobourg Ontario and 387 William Street, Cobourg Ontario. 45 - 46

Action Recommended: THAT Council grant the extension of an additional six (6) month deferral for the payment of applicable Building Permit, Planning Application, Tree and Parkland fees and levies for the subject development - 311-325 University Avenue, Cobourg Ontario and 387 William Street, Cobourg Ontario, being until June 2, 2022.

3. Memo from Planner I - Heritage, regarding Notice of Complete Application for Site Plan Approval 66 Strathy Road, Cobourg (SmartCentres REIT). 47 - 52

Action Recommended: THAT Council receive the Notice of Complete Application for Site Plan Approval 66 Strathy Road, Cobourg (SmartCentres REIT) and refer the application to the Planning Department for a report.

4. Memo from Planner I - Heritage, regarding Notice of Complete Application for Site Plan Approval Block 94 Lonsberry Drive, Cobourg (Al Rose, Stalwood Homes). 53 - 58

Action Recommended: THAT Council receive the Notice of Complete Application for Site Plan Approval Block 94 Lonsberry Drive, Cobourg (Al Rose, Stalwood Homes) and refer the application to the Planning Department for a report.

5. Memo from the Secretary of the Heritage Advisory Committee, regarding Heritage Permit Application HP-2020- 017 as submitted by TVM group to permit new ground floor windows and doors on the existing storefront at property known municipally as 1 King Street East, Cobourg. 59 - 69

Action Recommended: THAT Council endorse the recommendation of the Heritage Advisory Committee and grant a Heritage Permit HP-2020-017 to permit new ground floor windows and doors on the existing storefront at property known municipally as 1 King Street East, Cobourg, subject to finalization of details with planning staff.

6. Memo from the Secretary of the Heritage Advisory Committee, regarding Heritage Permit Application HP-2020- 021, submitted by Paige Burnett, to permit a roof replacement, repair of 4 chimneys and 1 chimney rebuild & custom flashing, and a partition wall repair at the property known municipally as 245-247 Division Street, Cobourg. 70 - 81

Action Recommended: THAT Council endorse the recommendation of the Heritage Advisory Committee and grant a Heritage Permit HP-2020-021, for the proposed roof replacement to replace the existing asphalt roof with a metal roof, conduct chimney repairs (4) and 1 chimney rebuild, repair the north partition wall and install custom bent chimney flashing, for the property known municipally as 245-247 Division Street, Cobourg, subject to finalization of details with planning staff.

7. Memo from the Secretary of the Heritage Advisory Committee, regarding Heritage Permit Application HP-2020- 022, as submitted by Katharine Spavins to permit an infill development of a detached dwelling on the subject property located on the vacant lands adjacent to 163 Sydenham Street, Cobourg. 82 - 97

Action Recommended: THAT Council endorse the recommendation of the Heritage Advisory Committee and grant a Heritage Permit HP-2020-022, to permit an infill development of a detached dwelling on the subject property located on the vacant lands adjacent to 163 Sydenham Street, Cobourg be approved, subject to the finalization of details with Planning and Heritage staff.

8. Memo from the Secretary of the Heritage Advisory Committee, regarding Heritage Permit Application HP-2020- 023, as submitted by Peter G. Notter on behalf of St. Peter's Anglican Church, to permit a roof replacement, for the property known municipally as 240 College Street, Cobourg. 98 - 114

Action Recommended: THAT Council endorse the recommendation of the Heritage Advisory Committee and grant a Heritage Permit HP-2020-023, to permit a dark gray metal shingle roof replacement, for the property known municipally as 240 College Street, Cobourg, subject to the finalization of details with Planning and Heritage staff.

9. Notice of Motion Councillor Nicole Beatty, Coordinator of Planning and Development Services, regarding the Brookside Youth Centre, located in the Town of Cobourg.

Action Recommended: WHEREAS the Town of Cobourg has identified PEOPLE AND PLACES as two of its strategic pillars to help build a vibrant, accessible and inclusive community; and

WHEREAS the Town of Cobourg is committed to identifying lands to support priorities as set out in the Town of Cobourg Official Plan; and

WHEREAS the Town of Cobourg is interested in pursuing partnerships with all levels of government to achieve its goals; and

WHEREAS Brookside Youth Centre has been operating at a reduced occupancy rate for several years; and

WHEREAS the Town of Cobourg taxpayers have been enquiring about the future of Brookside Youth Centre;

NOW THEREFORE BE IT RESOLVED THAT the Town of Cobourg send a letter to the Ministry of Community Safety and Correctional Services and the Ministry

of Children, Community and Social Services to request the Province of Ontario to provide an update to members of Cobourg Council on the status of Brookside Youth Centre, including options for initiating the disposition of the buildings and/or lands in which the Centre occupies; and
 FURTHER THAT this resolution is forwarded to Hon. Todd Smith, Minister of Children, Community and Social Services, MPP David Piccini and Northumberland County Council.

X PUBLIC WORKS SERVICES

Chair, Councillor Darling - Public Works Services Coordinator

- | | | | |
|----|--|------------|---|
| 1. | Memo from the Director of Public Works, regarding the Northumberland County Professional Consultant Services Roster. | 115
187 | - |
|----|--|------------|---|

Action Recommended: THAT Council approve for the Town of Cobourg to participate in the Professional Consultation Services Roster Program, which contains successful firms on a roster that have proven qualifications and project experience that the Town of Cobourg can utilize for professional consultant services on an as needed basis; and

FURTHER THAT 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 amend Purchasing By-law No. 012-2012 Section 4.5 to allow for Professional Consultation Services Roster firm contracts to be exempt from the current threshold; and

FURTHER THAT Staff prepare a bi-annual report to Municipal Council summarizing all contracts awarded under the Professional Consultation Services Roster Program.

- | | | | |
|----|---|------------|---|
| 2. | Memo from the Director of Public Works, regarding the Downtown Parking and Cobourg Transit Fares Update in the Town of Cobourg. | 188
190 | - |
|----|---|------------|---|

Action Recommended: THAT Council permit Staff to re-implement the collection of fares for downtown parking and transit when Victoria Hall is open to the public; and

FURTHER THAT Staff ensure that a minimum of two weeks' notice is provided to the public through all available media outlets; and

FURTHER THAT Council direct Staff to implement one of the following options:

Option 1: Continue with reduced service hours at a savings of \$5,400/week

OR

Option 2: Re-Implement normal operating hours including extended Wheels service

- | | | | |
|----|--|------------|---|
| 3. | Memo from the Director of Public Works, regarding the execution of a Transfer Payment Agreement with Investing in Canada Infrastructure Program (ICIP) – Transit Stream. | 191
269 | - |
|----|--|------------|---|

Action Recommended: 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 authorize the execution of an agreement with Her Majesty the Queen in right of Ontario represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Town of Cobourg for the Investing in Canada Infrastructure Program Public Transit Stream - Replacement of Rolling Stock (3 Buses).

XI PARKS AND RECREATION SERVICES

Chair, Councillor Chorley - Parks and Recreation Services Coordinator

1. Memo from the Director of Public Works and the Director of Community Services 270 -
regarding the Assumption of Block 105, Plan 39M-876 (Parkland) of West Park 272
Village, Cobourg.

Action Recommended: THAT Council authorize the Municipal Clerk to prepare a By-law to assume the parklands Block 105 of registered Plan 39M-876.

2. Memo from the Director of Community Services, regarding the status of Cobourg 273 -
Victoria Park Beach, following the August 31, 2020 Municipal Council Resolution 276
deadline.

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

FURTHER THAT Council endorses:

the extension of the closure of Cobourg Beach until Saturday, October 17, 2020 when the fencing will be removed and the Beach re-opened;

OR

re-opening of Cobourg Beach beginning on Tuesday, September 01, 2020 from Mondays through to Fridays only and the continued closure of the Beach on Saturdays and Sundays until Saturday, October 17, 2020 when the fencing will be removed and the Beach re-opened;

OR

the extension of the closure of Cobourg Beach until after the Labour Day weekend when, on Tuesday, September 08, 2020, the fencing will be removed and the Beach will be re-opened;

OR

another option determined by Municipal Council.

3. Resolution from July 27, 2020 Council Meeting - Town of Cobourg 2015 Legal 277 -
Opinion, regarding the Town of Cobourg Harbour. 281

Action Recommended: THAT Council receive the Legal Opinions form 2015 and 2011 for information purposes.

4. Memo from the Deputy Director of Community Services and the Recreation Coordinator, regarding the Cobourg Community Centre: Reopening Plans. 282 -
287

Action Recommended: THAT Council receive the reopening of the Cobourg Community Centre (CCC) on Monday August 31, 2020 report for information purposes.

5. Memo from the Secretary of the Parks and Recreation Advisory Committee, regarding a recommendation regarding the Cobourg Beach. 288

Action Recommended: THAT Council receive the recommendation from the Parks and Recreation Advisory Committee for information purposes; and

FURTHER THAT Council endorse the recommendation of the Parks and Recreation Advisory and request staff to investigate and report on how comparable beach front communities are managing and regulating their beaches and waterfronts for public access.

XII PROTECTION SERVICES

Chair, Councillor Burchat - Protection Services Coordinator

XIII ARTS, CULTURE AND TOURISM SERVICES

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

XIV UNFINISHED BUSINESS

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

1. Municipal Council Unfinished/Outstanding Business Tracking Table

Unfinished Business Item	Meeting Date	Department/Division	Deadline Date
Private Transportation Regulating By-law	01-27-20	Legislative Services	Regular Council Meeting
Terms of Reference regarding a social planning and/or Community Development Advisory Committee, regarding affordable housing. (Originally due November 25, 2019)	01-28-19	Legislative Department	September 14, 2020
Information requested regarding Emergency Shelters Downtown Cobourg (County of Northumberland and CPSB).	02-12-19	Multiple Departments/ Organizations	September 14, 2020
Traditional Land Acknowledgment Statement to be read at Council Meeting	05-13-19	Legislative Department	September 14, 2020
Staff Report in response to the Lifesaving Society's Aquatic Safety Audit Report for the Town of Cobourg Harbour, with	05-11-20	Community Services	N/A

input from the PRAC and all user groups.			
Report and Accessible Transit Service Policy	01-27-20	Legislative Services/ Public Works	September 14, 2020
Staff Report on Innisfil Ridesharing Transit Model	01-27-20	Legislative Services/ Public Works	September 14, 2020
Revisions to the Long Service Recognition Policy from General Government Services.	09-23-19	Human Resources	N/A
Report on Animal Control Enforcement Operational Model. (JACMSB Withdrawal)	01-27-20	Legislative Services	2020-2022
Report regarding parking meters, violations and fines - on the feasibility of the suggestions provided in the delegation.	02-03-20	By-law Enforcement	N/A
Motion – Flood Reduction and Mitigation Strategy	04-27-20	Emergency Management	September 14, 2020
Diversity, Equity and Inclusion Policy	06-29-20	Legislative Services	August 24, 2020 December 7, 2020
Legal opinion on the Town's ability, to regulate on-water activities in the Cobourg Harbour.	07-27-20	Community Services	N/A

XV COMMITTEE OF THE WHOLE OPEN FORUM

Open Forum provides an opportunity for the public to comment and ask questions on any matter of Municipal business. More details regarding Open Forum may be found under Section 33 of [Procedural By-Law](#).

Due to the nature of an electronic meeting, members of the public wishing to provide input regarding an agenda item must pre-register by Monday, August 24, 2020 at 4:00 p.m. The Municipal Clerks Office will contact all registrants with confirmation and details. If you do not wish to participate in the meeting but would like to participate in the Open Forum, you may send an email to: clerk@cobourg.ca and the Municipal Clerks Office will circulate your email to Council and Staff and read the correspondence at the meeting. If you require more information, please contact clerk@cobourg.ca or call -905-372-4301.

XVI CLOSED SESSION

1. Closed Session Item

Action Recommended: THAT Council meet in Closed Session in accordance with Section 239 (2) of the *Municipal Act S.O. 2001* regarding:

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

1. Personnel Matters - Chief Administrative Officer (CAO) Recruitment.

XVII ADJOURNMENT

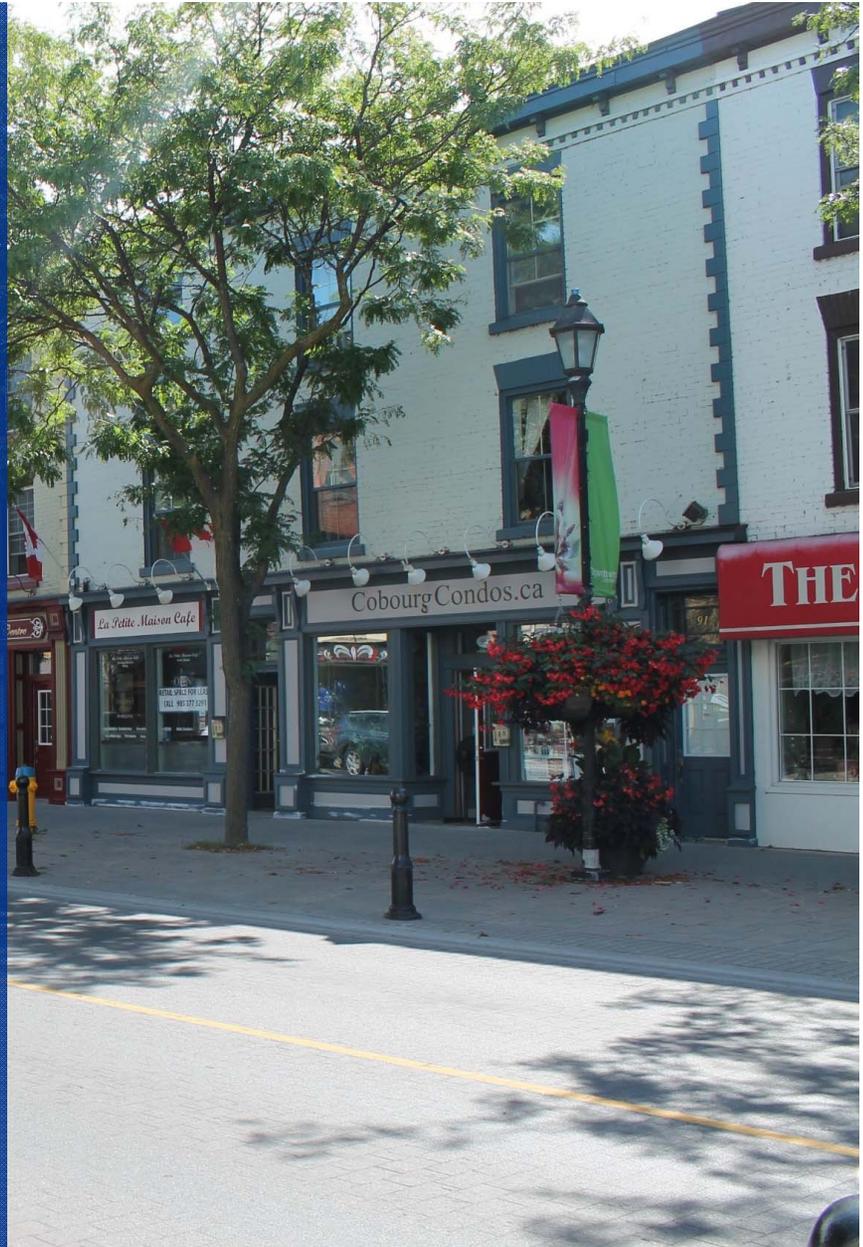


Town of Cobourg

Service Sustainability Review

Presentation to Town Council

August 24th, 2020



Agenda

- Introduction
- Work Undertaken to Date
- Initial Findings
- Next Steps



Work Undertaken to Date

Component	Status
1. Inventory of municipal services	In progress. To date, 33 service profiles have been developed for staff review.
2. Process mapping	To be completed.
3. Comparative analysis	In progress. Seven municipalities have been included in the comparative analysis.
4. Resident survey	In progress. As of August 18, 122 responses have been received.
5. Opportunity identification, validation and prioritization	In progress. Opportunities are being identified at each stage of our workplan, with validation to occur in September.
6. Final reporting	Scheduled for October 2020 following a review of our final report with the newly appointed CAO.

Service Delivery Profiles

<p>General Government</p> <ul style="list-style-type: none"> • Mayor and Council • Chief Administrative Officer • Communications • Legislative Services • Finance • Information Technology • Facilities Management • Human Resources • Other Programs 	<p>Protective Services</p> <ul style="list-style-type: none"> • Building Services • Animal Control • Bylaw Enforcement 	<p>Public Works</p> <ul style="list-style-type: none"> • Engineering • Roads and Stormwater • Crossing Guards • Transit • Parking • Environmental Services • Wastewater 	<p>Community Services</p> <ul style="list-style-type: none"> • Parks, Horticulture and Forestry • Aquatics • Marina • Waterfront • Campground • Furnace Street Arenas • Cobourg Community Centre
<p>Cultural Services</p> <ul style="list-style-type: none"> • Culture Administration and Other • Concert Hall • Special Events • Library 	<p>Planning Services</p> <ul style="list-style-type: none"> • Development Planning • Long-Range and Other Planning 	<p>Commercial and Economic Development</p> <ul style="list-style-type: none"> • Economic Development • Venture 13 • Tourism Development 	<p>Out Of Scope (No Profile)</p> <ul style="list-style-type: none"> • Police • Fire • Emergency Management • Water • Conservation Authority • Debt Servicing • Financial Costs • Capital Levy

Community Survey

- On-line survey consisting of nine questions:
 - Respondent information (age, time in community, income)
 - Town services (use, importance, service levels)
 - Communications effectiveness
 - Community perspective
 - Comments
- To date, 122 responses have been received
 - 84% reported being over the age of 40, with 40% over the age of 65
 - 62% reported living in Cobourg for more than 10 years, with 31% living in Cobourg for more than 20 years
 - 26% reported income of between \$75,000 to \$100,000, with 38% having an annual income above \$100,000

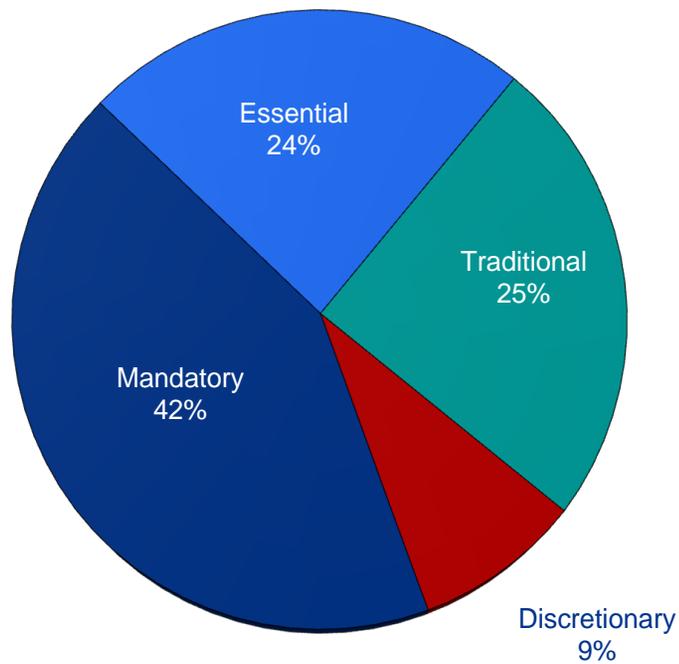


Initial Findings

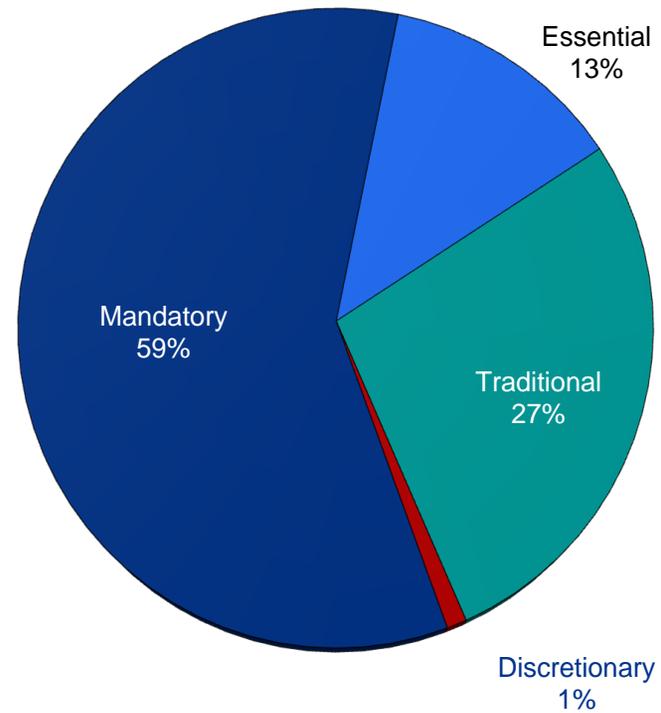
- There appears to be little to no interest on the part of Council for outright service reductions
 - Operating efficiencies and customer service enhancements are the priority objectives of the review

Initial Findings

Operating Expenses (2020)



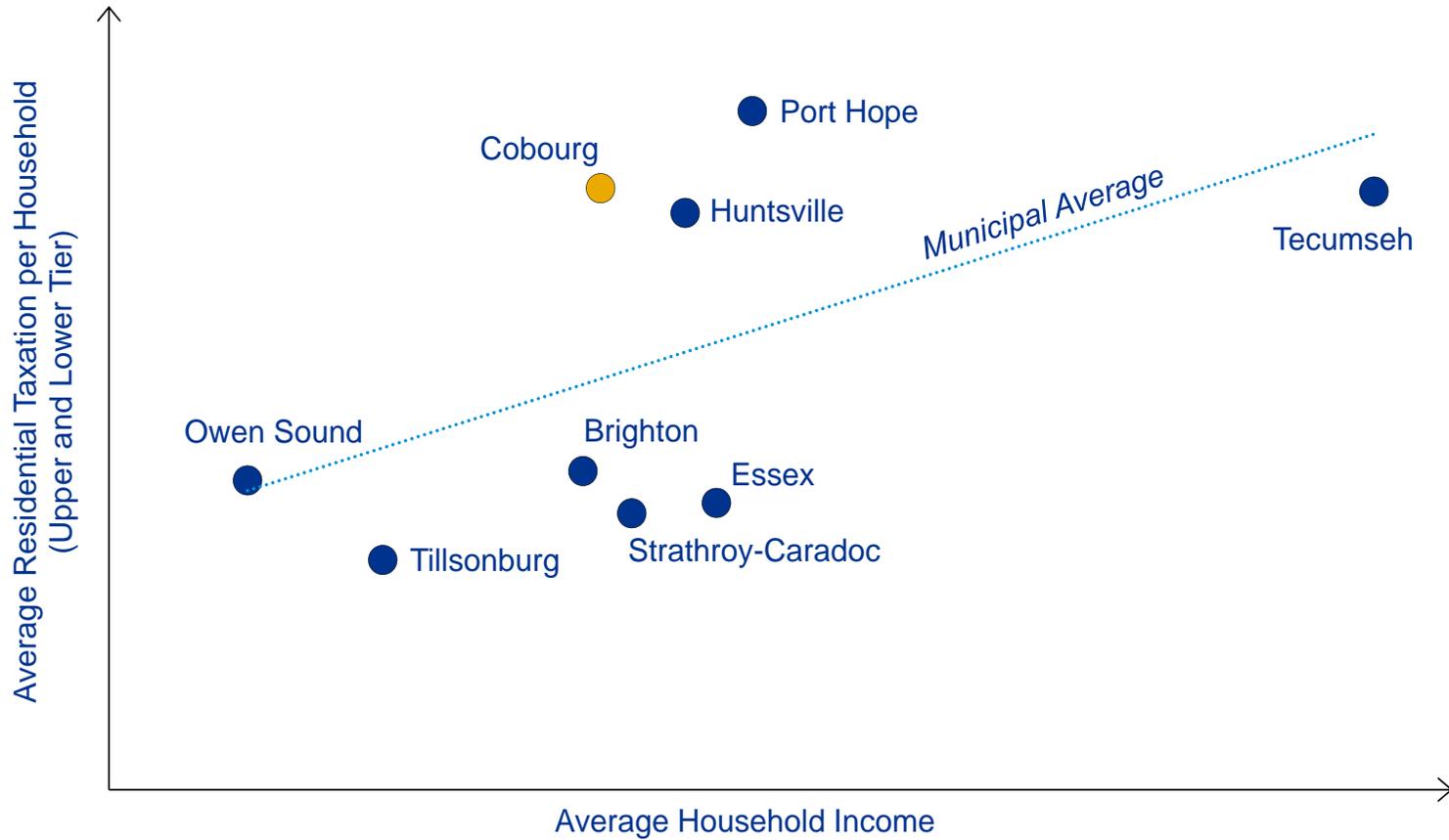
Municipal Levy (2020)



Initial Findings

- There appears to be little to no interest on the part of Council for outright service reductions
 - Operating efficiencies and customer service enhancements are the priority objectives for Council
- In comparison to the selected peer municipalities, residential taxes in Cobourg are towards the upper end of the range both in terms of absolute dollar value and as a percentage of average household income
 - Difference reflects lower income levels in Cobourg, fixed cost of delivering certain services and differences in service levels

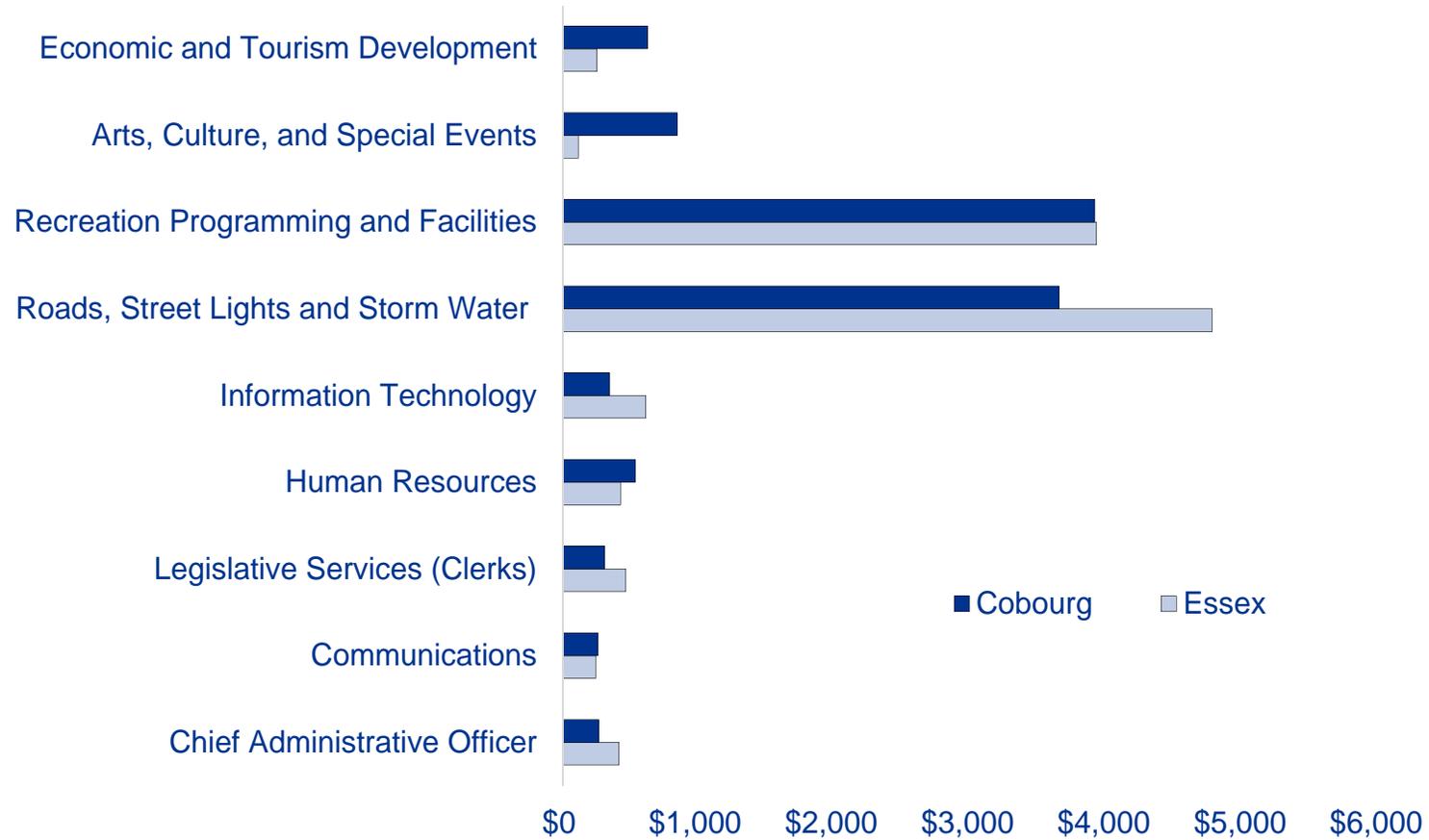
Initial Findings



Initial Findings

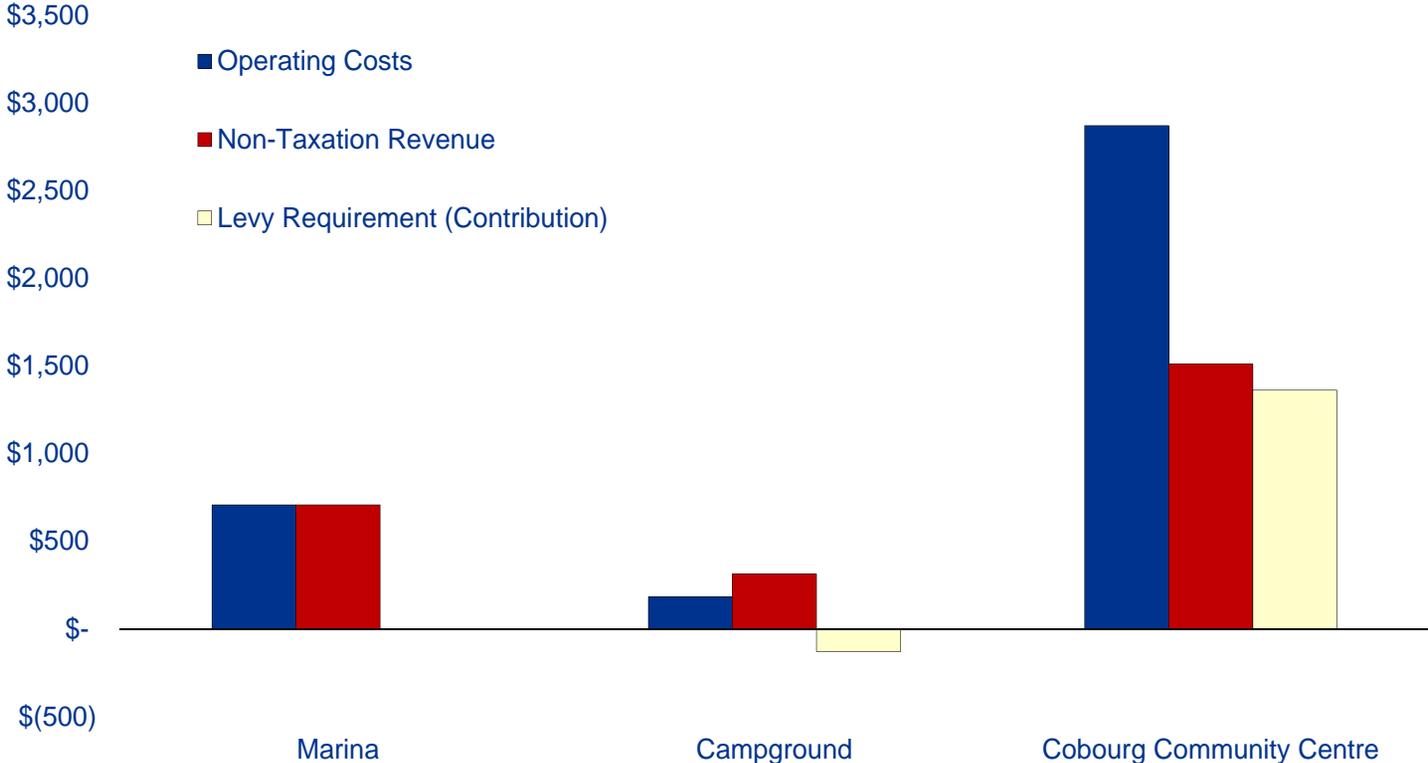
- There appears to be little to no interest on the part of Council for outright service reductions
 - Operating efficiencies and customer service enhancements are the priority objectives for Council
- In comparison to the selected peer municipalities, residential taxes in Cobourg are at the upper end of the range both in terms of absolute dollar value and as a percentage of average household income
 - Difference reflects lower income levels in Cobourg, fixed cost of delivering certain services and differences in service levels
- The Town's cost to deliver "core" municipal services is generally consistent with the selected peer municipalities

Budgeted Levy Requirement (in thousands)



Initial Findings

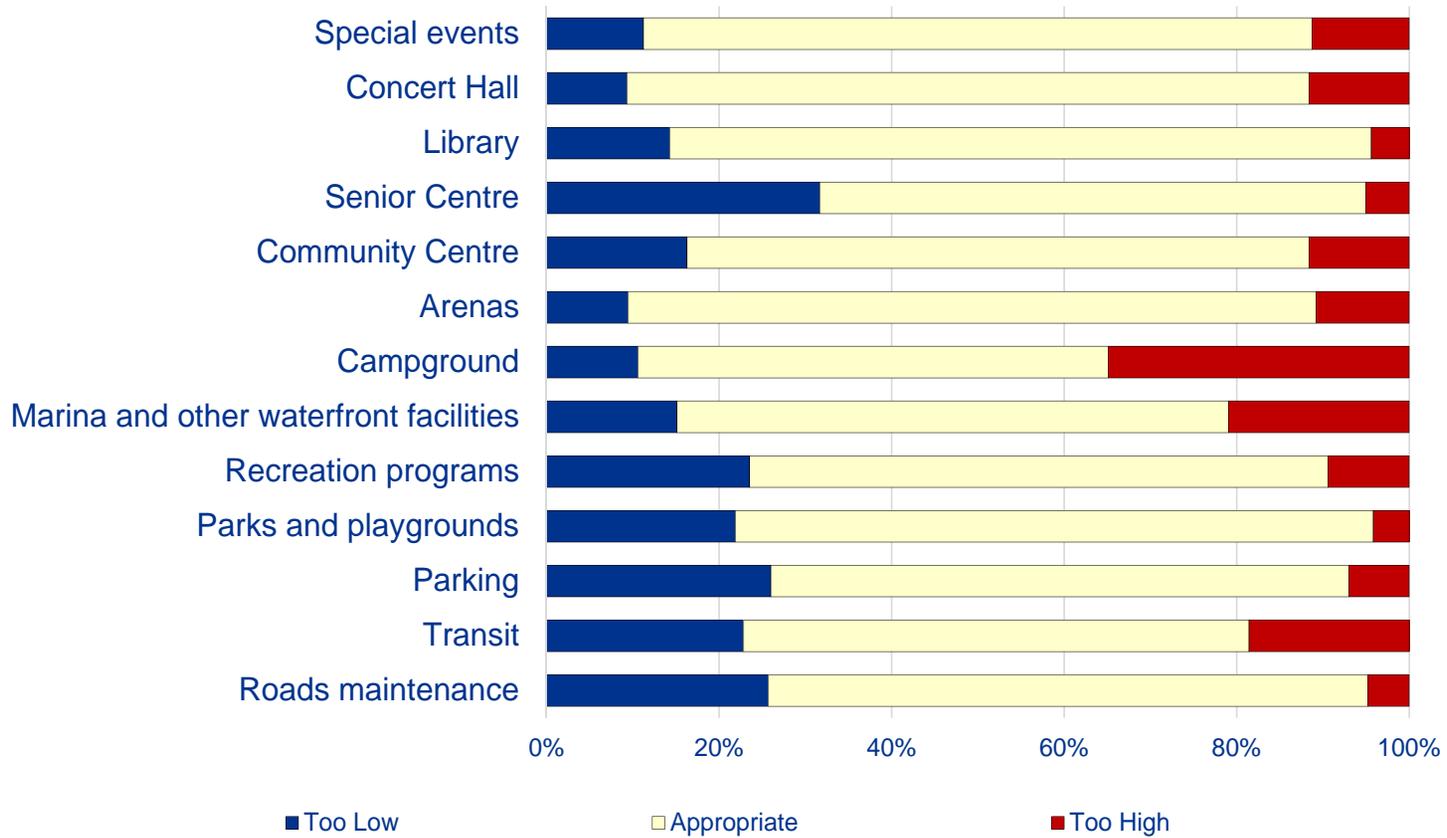
- Certain discretionary services have a limited effect on the municipal levy



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Initial Survey Results

Respondent View of Service Levels



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Next Steps

- Finalization of service profiles
- Completion of process mapping
- Review of draft report with staff
- Review of draft report with new CAO
- Presentation of final report to Council





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The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

From: [Clerk Cobourg](#)
To: [Brent Larmer](#)
Subject: Fw: My Delegation Request Form
Date: August 20, 2020 8:17:45 AM

From: Adam Ryan White [REDACTED]
Sent: Thursday, August 20, 2020 7:59 AM
To: Clerk Cobourg
Subject: My Delegation Request Form

1. Adam White
2. I wish to speak to Committee of the Whole.
3. I wish to make a Delegation to address the Committee of the Whole, and speak to the options of re-opening Victoria Beach that Council should endorse.

Recommendation to Committee of the Whole:

Councillor Adam Bureau on his Facebook Page, listed a number of options Council can endorse. I recommend amending the option:

re-opening Cobourg Beach beginning on Tuesday, September 01, 2020 from Mondays through to Fridays only and the continued closure of the Beach on Saturdays and Sundays until Saturday, October 17, 2020 when the fencing will be removed and the Beach re-opened;

and with the amendment:

WHEREAS, the Labour Day Celebration provides an opportunity to showcase the gem of the Town of Cobourg – that gem being Victoria Beach; and,

WHEREAS, the re-opening of Victoria Beach be scheduled for Tuesday, September 01, 2020 from Mondays through to Saturdays; and,

WHEREAS, Victoria Beach be re-open Mondays to Sundays, and Whereas, weekday and weekend hours reflect an adjustment to past beach hours; and,

WHEREAS, the weekend of Labour Day should include Sunday and have extended hours; and,

WHEREAS, the standard practice of crowd control be implemented to monitor congestion on Victoria Beach; and,

WHEREAS, non-residents should pay a fee for entering Victoria Beach; and,

WHEREAS, Staff is directed to audit of the re-opening measures and report back to Council; and

WHEREAS, a Special Council Meeting be held to garner feedback from residents and Stakeholders about the current COVID-19 public health measures with re-opening Victoria Beach; and,

WHEREAS, the fencing should stay in place till Council can evaluate Staff's audit of Victoria Beach re-opening with input from Special Council Meeting;

4. *PRESENTATION MATERIAL IS ORAL*

■ [REDACTED]

[REDACTED]



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): Paul Pagnuelo
	Group/Organization/Business Delegation Represents (if applicable): Cobourg Resident
2.	MEETING SELECTION
	I wish to appear before: <input type="checkbox"/> Committee of the Whole <input checked="" 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: August 24, 2020
3.	DELEGATION REQUEST
	General Nature/Purpose of the Delegation: (Clearly state the nature of the business to be discussed & provide a general summary of the information to be presented) Discuss date options for closing the beach, as well as the need to move forward and to establish a Task Force dealing with usage of Cobourg's beaches by non-residents.

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)

Recommended closure date must address health and safety concerns. Council should approve the establishment of a Task Force with a three month deliverable dealing with the usage of Cobourg's beaches by residents, other residents of Northumberland County and beach tourists from outside Northumberland County.

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:
 Please Select the Type of Equipment

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.

From: [Brent Larmer](#)
To: [Brent Larmer](#)
Subject: RE: Problem with Delegation Form
Date: August 21, 2020 10:08:41 AM

Lydia

Here's the delegation info.

Lydia Smith and Michele Peterson
Preserve Our Heritage Harbour (POHH)

COW Aug 24, 2020

Our purpose is to object to the flawed methodology currently being used in the Town of Cobourg's Service Delivery Survey.

POHH asks that the survey be immediately amended to separate "Other Waterfront Services" into two standalone categories:

1. Fee for service marina and proposed travel lift used seasonally
2. "Other Waterfront Services" used year round by all Cobourg residents and voters

Have not appeared in the past to discuss this issue.

Oral presentation

No equipment needs.

[REDACTED]

No accessibility accommodation needed.

Lydia Smith 2020 08 20

**Materials for agenda to follow.



pohh.cobourg@gmail.com

POHH Calls for Town's Service Delivery Survey to be Amended to Recognize the Value of Cobourg's Waterfront

Preserve Our Heritage Harbour (POHH) citizens' advocacy group is concerned that the methodology being used in the Municipal Service Delivery Review survey ([Published August 11 on EngageCobourg.ca](#)) is flawed and should not be used to identify areas of priority for the community as it relates to Cobourg's waterfront.

The primary flaw with the Survey is that it asks respondents to assess use and value-for-money on a category that combines the Marina/proposed travel lift and all other waterfront facilities.

See the example below:

***B. Tell us how often you would typically use the following Town services
(1 – rarely or never, 2 – once a year, 3 – once every six months, 4 – once a month, 5 – more than once a month)***

Marina and other waterfront facilities

D. Do you believe that the level of services provided by the Town are appropriate for the community?

Marina and other waterfront facilities

The methodology of the above questions is flawed because it doesn't provide respondents with a way to indicate that they believe funding of the marina/proposed travel lift may be too HIGH while funding for other waterfront facilities might be too LOW or vice versa.

Pay for use seasonal marina/travel lift services are quite different from year round "Other waterfront facilities" used by all.

Other waterfront facilities would include, but not be limited to, items such as:

- Waterfront revitalization,
- West Beach boardwalk maintenance/expansion,
- Restrooms,
- Walking paths and cycling trails,
- Garbage and recycling,
- East Pier restoration,
- Recreational facilities,
- Environmental stewardship and remediation,
- Landscaping,
- Flood protection,
- Pedestrian safety, sidewalks and access roads
- Non – marina user groups

For decades, Cobourg residents have been speaking up about how important preserving the waterfront is to our community. We've repeatedly objected to increased taxpayer funding for expansion of the marina and proposed "enhancements" such as boat lifts into the West Harbour because those pay for use services have limited seasonal use and only benefit one user group as opposed to all town residents.

POHH feels there should be a separate category for "Other Waterfront Facilities" much as there is for the "Campground" and "Parks". We note that it is not clear in the "Parks" category how much (if any) applies to the waterfront.

By failing to segregate the marina/travel lift from other waterfront facilities in this survey, the wrong questions are being asked and will lead to inaccurate data. Rather than providing information that will allow the community, Council and staff to make informed strategic choices regarding waterfront services, decisions will be based on flawed/skewed survey results.

Given the importance of the waterfront to the community of Cobourg, and the impact of its funding on generations to come, it is imperative that accurate survey information be gathered.

POHH calls for Council to direct staff to immediately amend the survey to separate the Marina/proposed travel lift from "Other Waterfront Services".

Thank you.

Preserve Our Heritage Harbour

Presented by: Lydia Smith and Michele Peterson



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

Dropped @ 12:15pm Fri

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):

Brenda Quinn

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

Cobourg Citizen

2. MEETING SELECTION

I wish to appear before:

Committee of the Whole Regular Council Advisory Committee or Local Board

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

Press to Select a Committee of Board

Meeting Date Requested:

August 24, 2020

3. DELEGATION REQUEST

General Nature/Purpose of the Delegation:

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

I would like the Town to immediately set up a committee to deal with the Beach and Victoria Park issues that in my opinion have been spiralling out of control now for several years, with the committee's end goal to be coming up with an acceptable compromise that will enable local residents to enjoy the amenities without cost and making it user-pay for non-Northumberland residents.

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)

I would like the Town to set up a committee, including Cobourg/Northumberland taxpayers from the general public. This committee should be set up "now" with their goal being to have policies and operating procedures in place for the start of next summer (i.e. June 2021). As a Cobourg taxpayer, both with my residence and the downtown building I own, and the 40+ years I have owned property in Cobourg, I feel that I could provide valuable input to this committee and as such, I would like to volunteer to be part of the 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:

Please Select the Type of Equipment

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.

	THE CORPORATION OF THE TOWN OF COBOURG	
	COMMITTEE OF THE WHOLE REPORT	
TO:	Mayor and Council Members	
FROM:	Glenn McGlashon, MCIP, RPP Director, Planning and Development	
DATE OF MEETING:	August 24, 2020	
REPORT TITLE/SUBJECT:	Deferral of Development Charges 2725632 Ontario Ltd.; 2642301 Ontario Inc.; 2642301 Ontario Ltd.; and, 2363219 Ontario Ltd. (o/a Balder Corporation) 311 – 325 University Avenue West/387 William Street, Cobourg	
REPORT DATE:	August 12, 2020	File # N/A

1.0 CORPORATE STRATEGIC PLAN OBJECTIVE

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

Strategic Action -- Create a Housing Strategy that is in alignment with Northumberland County's housing strategy.

2.0 RECOMMENDATION

THAT Council receive the report from the Director of Planning and Development for information purposes; and

FURTHER THAT Council approve Balder Corporation's request to waive the interest charges on the 10 year deferral of Development Charges (previously approved by Council) in the amount of approx. \$110,600.00 for the mixed affordable/market rental apartment project at 311-325 University Avenue West/387 William Street, subject to the finalization of details by staff.

3.0 PUBLIC ENGAGEMENT

N/A.

4.0 ORIGIN

Correspondence from Balder Corporation (attached) on behalf of the ownership group of 311-325 University Avenue West/387 William Street requesting that interest charges in the amount of approx. \$110,600.00 be waived for the 10-year deferral of Development Charges (DC) as previously granted by Council in April of 2019. This staff report is written to provide Council with background and a recommendation to the request.

5.0 BACKGROUND

Since 2019, the Municipal Council of the Town of Cobourg has implemented a number of initiatives and recommendations associated with the Northumberland and Cobourg Affordable Housing Strategies (AHS), including but not limited to:

1. the provision of various financial incentives to affordable and rental housing providers, including Trinity Housing of Cobourg and Habitat for Humanity, in 2019;
2. approval of a 10-year deferral of Development Charges in April of 2019, and a 2-year deferral of applicable application fees/levies in December of 2019, for an affordable/market rental housing project by Balder Corporation at 311-325 University Avenue West/387 William Street;
3. the consideration of an Affordable Housing Financial Support Policy and Strategy in April, 2019;
4. a comprehensive legal review of legislation and options pertaining to affordable housing in May, 2019;
5. enactment of legislative changes to permit waivers, reductions and/or deferrals of planning, building and development charges/fees for affordable and rental housing projects in September, 2019;
6. approval of an agreement of purchase and sale of surplus municipal land to Habitat for Humanity for the development of an affordable housing project in September, 2019;
7. the initiation of a town-wide Affordable & Rental Housing CIP in October, 2019;
8. the endorsement of the policy framework and recommended Actions contained within the County and Town Affordable Housing Strategies in January, 2020; and,
9. approval of a 5-year deferral of Building Permit fees and Development Charges with no interest for a mixed affordable/market rental housing project by Affordable Housing Solutions Corporation at 82 Munroe Street in June, 2020.

6.0 **APPLICABLE LEGISLATION**

Municipal Act, 2001

The *Municipal Act, 2001*, as amended, governs the structure, responsibilities and powers of municipalities in Ontario. The Act sets out a broad legislative framework that provides municipal governments with powers to pass by-laws relating to a wide range of activities, including by-laws respecting the economic, social and environmental well-being of municipalities. There are provisions in the *Municipal Act, 2001* that may be used in the development and preparation of local strategies to encourage the development of a full range of housing choices, including affordable and rental housing.

As part of this legislative framework, a municipality has, subject to certain limits, the general power to provide grants under Section 107 for purposes that Municipal Council considers to be in the best interests of the municipality. Municipalities cannot, however, provide financial assistance to commercial businesses through the granting of bonuses (grants, loans, land, tax exemptions/reductions) as written in Section 106 of the *Municipal Act, 2001* unless implemented as part of a Community Improvement Plan (CIP) or a Municipal Capital Facilities By-law. Section 106 of the Act would not preclude the Municipality from approving *deferrals* of various fees, levies and Development Charges with or without interest charges.

Development Charges Act, 1997

The *Development Charges Act, 1997*, as amended, allows municipalities to impose by-law one-time fees on land developers, home builders and institutions when they build upon land. The fees are intended to offset 'hard costs' associated with increased demands for municipal services and infrastructure as a result of new development. Funds collected under the Municipality's Development Charges (DC) By-law are held within a special reserve account which may be used for eligible municipal capital projects.

This Act was recently amended by the *More Homes, More Choice Act, 2019* (Bill 108) and further amended by the *COVID-19 Economic Recovery Act, 2020* (Bill 197, given Royal Assent on July 21, 2020) which permits municipalities to enact Community Benefits Charges (CBC) by-laws in addition to DC's in certain circumstances to cover 'soft services' such as parks, recreation and libraries. In addition, the changes modify the timing of Development Charges (DC) calculations for new developments and establishes payment schedules for rental housing providers and non-profit organizations.

The *DC Act, 1997*, as amended, now prescribes that rental housing providers are automatically granted a payment plan with equal installments of DC's over 6 years, and non-profit organizations qualify for a mandatory 21 year payment plan. The Act specifies that the Municipality may charge interest on the installments but is not obligated to do

so. Municipalities may also continue to authorize the *deferral* of DC's via an Agreement for any project it deems reasonable and, similar to the installment plan noted above, may at its discretion charge interest at a rate stipulated in the Agreement.

Planning Act, 1990

The *Planning Act, 1990*, as amended, sets out the roles and responsibilities that municipalities in Ontario must abide by when making land use planning decisions. The land use planning system is led by provincial policy, whereby local planning decisions shall be consistent with the PPS and conform to provincial plans, such as the Growth Plan. The Act contains numerous regulations which influence the provision of housing, particularly affordable and rental housing, in a municipality which are implemented by such policy documents as Official Plans, Growth Management Plans and Affordable Housing Strategies.

An Official Plan is a policy document, or 'blueprint', intended to wisely manage land and other resources and guide the short and long term development in the community. Official Plans typically provide objectives and policy direction which encourage the provision of a wide range of lot sizes and housing types at various densities in order to provide choice and options for residents to secure housing, and may include a strategy for the provision of affordable and rental housing in the community.

The Official Plans of the County and Cobourg contain general strategic policies on housing which recognize the importance of providing a wide range of housing options to meet the needs of its residents, including a healthy supply of affordable rental and ownership housing, within the financial resource capabilities of the municipality. The policies of the Cobourg Official Plan encourage the provision of affordable and rental housing through a number of means, including consideration of reducing development charges and other municipal fees for new affordable and rental housing projects.

The County of Northumberland and Town of Cobourg Affordable Housing Strategies (AHS) were developed in an effort to increase the supply of affordable and market rental housing in the county. These strategies are the primary, over-arching documents that will provide Northumberland County and its member municipalities with the necessary background information and strategic direction to help implement affordable and rental housing in the county. A series of Goals and recommended Actions have been developed to help address the housing gaps and achieve the desired outcomes for the housing system. Among the numerous recommended Actions, the AHS identified opportunities for the provision of relief from DC's and planning, building and other municipal fees for affordable and rental housing projects.

7.0 ANALYSIS

According to the letter from Balder Corporation dated August 6, 2020 (copy attached), a 71-unit rental apartment building has been approved by Council at 311-325 University Avenue West/387 William Street and is nearing the commencement of construction. The

project is the intended recipient of funding through the Canadian Mortgage and Housing Corporation's Rental Construction Financing (RCF) program, which provides low-cost loans to encourage the construction of rental housing across Canada. It supports sustainable apartment projects in areas where there is a need for additional rental supply. The initiative has a total of \$3.75 billion in available loans, and the funding window is open from 2017 to 2021.

The Town of Cobourg currently has a rental vacancy rate of less than 1% and the proposed development will represent a positive and significant contribution to the Town's rental housing supply, and supply of affordable rental housing. In accordance with CMHC's funding requirements, fourteen (14) of the proposed units are to be affordable (as determined by CMHC) for at least 10 years, representing 20% of the total proposed dwelling units.

In April of 2019, Balder Corporation was granted approval by Council of a 10-year deferral of the applicable DC's for this development in the amount of \$650,603.47, after which the DC's would be paid in full. Balder Corporation automatically qualifies for a six (6) year annual payment plan under the newly amended *DC Act, 1997* however the proponent has been granted a 10-year deferral instead, to be re-paid in full including any accrued interest imposed by the Municipality.

Given the current legislative context, the Municipality has the ability to defer municipal charges and fees for any project it deems to be in the interest of the community. In light of today's tight rental market in Cobourg (0.4% vacancy for 1-BR, 1.1% vacancy for 2-BR, CMHC 2019), the introduction of *any* rental units regardless of their price point increases supply and choice in the local market and impacts the housing continuum in a positive manner, and therefore is consistent with the County's and Town's Affordable Housing Strategies.

The interest that would be applied to the 10-year DC deferral (@ 0.75% below RBC Prime, or 1.7%) would equate to approx. \$110,600.00. The provisions associated with the deferral and interest will be included in the Development Agreement and would be registered on title and form an encumbrance which is binding on successive landowners. In doing so, the Municipality may exercise its rights under the *Municipal Act, 2001* for default of payment upon the termination of the deferral, including registering the outstanding amount on the property tax roll.

8.0 FINANCIAL IMPLICATION/STAFFING/BUDGET IMPACT

Balder Corporation obtained approval from Council in April of 2019 for a 10-year deferral of DC's totaling \$650,603.47, however the matter of interest was not included in this decision. Balder Corporation has requested that the Municipality not charge interest on the deferral to assist in the viability of the project. The Treasurer was consulted on the financial implications of the proposed deferral.

If the Municipality imposed its standard interest charge of 1.7% on the 10-year deferral it would amount to approx. \$110,600.00. The Owner, however, has requested a waiver of the interest charges on the deferral to ensure the economic viability of the project.

Given that the waiver of interest by the Municipality would assist a rental housing provider construct a new \$15 million apartment building containing 71 rental dwelling units, 14 of which (~20%) are considered affordable under CMHC's Rental Housing Construction Initiative, it is suggested that the Municipality consider not charging interest, or charging a nominal rate, on the deferred charges as an act of goodwill in keeping with Council's Strategic Plan Objectives and the Town's Affordable Housing Strategy Actions that support the provision of new rental and affordable housing in the community. A waiver would also be consistent with Council's decision in June of 2020 to waive the interest charges for Affordable Housing Solutions Corporation's 5-year DC deferral for its affordable/market rental housing project.

Appropriate terms relating to the DC deferral are to be incorporated into the draft Development Agreement, and the costs to register the document are at the expense of the proponent. A waiver of interest would not impose financial impacts on the municipal budget, but would result in a loss of revenue to the Municipality. Once constructed, the project will increase the Municipality's assessment base and generate an increase in annual tax revenue from what currently exists (formerly existed) with three dwellings and an abandoned lumber operation.

Thus, it is the opinion of municipal staff that the implementation of the requested waiver of interest charges should not place an undue strain on the financial resources of the Municipality.

9.0 CONCLUSIONS

The provision of municipal incentives and assistance, such as a DC deferral and interest charge waiver, is intended to assist housing providers supply new market and affordable rental units in the community. Studies show that the introduction of *any* rental housing units in a tight market, regardless of their price point, increases supply and choice and creates a positive ripple effect throughout the housing continuum.

The request by Balder Corporation for the waiving of interest charges on the 10-year deferral of Development Charges in the amount of approx. \$110,600.00:

- conforms to the existing Provincial and municipal policy and regulatory framework;
- would assist a housing provider construct additional rental apartment units in Cobourg, many of which will be affordable and attainable under CMHC's Rental Housing Construction initiative;

- is in keeping with Council's Strategic Plan Objectives and Affordable Housing Strategy Actions;
- would not impose any adverse impacts on the financial resources of the Municipality and the project, once completed, would result in an increase in long term revenue in the form of additional taxes; and,
- is consistent with prior approvals by Council.

It is the opinion of municipal staff that the proposal will help facilitate the development of a \$15 million, 71-unit market/affordable rental apartment building in Cobourg along with the increased assessment and taxes that the project will generate.

10.0 **COMMUNICATION RESULTS**

This Report is being provided to Council in response to a formal request by Balder Corporation for a waiver of interest charges on the 10-year deferral of DC's as previously granted by Council.

11.0 **ATTACHMENTS**

Letter from Balder Corporation dated August 6, 2020

12.0 **AUTHORIZATION**

Report Prepared By:

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



Report Approved By:

Ian Davey, CPA, CA
Interim CAO/Treasurer

Attachment – Letter from Balder Corporation



August 6, 2020

The Corporation of the Town of Cobourg
Victoria Hall
55 King Street West
Cobourg, Ontario, K9A 2M2

Attention: Glenn J. McGlashon, Director - Planning & Development Division

Dear Mr. McGlashon,

Re.: 311-325 University Avenue, Cobourg, Ontario & 387 William Street, Cobourg, Ontario

Thank you for forwarding a draft Development Agreement for purposes of execution and commencement of the development and construction of a four story building with 71 residential units at the above noted properties, which is being financed pursuant to the Rental Construction Financing Initiative of the Canada Mortgage and Housing Corporation (CMHC).

On behalf of the owners of the above noted properties, and as the project manager for this project, I am writing to request that Council of the Town of Cobourg grant relief for the payment of interest charges that are incurred as a result of deferral of certain fee(s), including development charges, as outlined in the draft Development Agreement between the Owners and the Town of Cobourg. As you may recall, this project is being financed by the CMHC Rental Construction Financing Initiative and the budget of this project has already been approved by CMHC, and such budget had not included references to interest charges in connection with various fee(s) being deferred by the Town of Cobourg. Any change to the financial liabilities of the project at this time could change the potentially viability of the project, delay the project and/or render the project not to be feasible in its entirety.

Furthermore, as you may recall, in the Council meeting, dated April 19, 2019, Council for the Town of Cobourg indicated its intension to support this project further pending approval of the Town wide Affordable Housing Community Improvement Plan, which support from the town was a requirement for approval of construction financing for the project pursuant the to the Rental Construction Financing Initiative.

We thank you in advance for your consideration, and should you have any further questions or concerns, please do not hesitate to contact us.

Sincerely,
Balder Corporation

A handwritten signature in black ink, appearing to read 'Babak Akbari', is written over a circular stamp. The signature is fluid and cursive.

Per: Babak Akbari

5130 YORK ST UNIT 1530, TORONTO ON, M3J 5K7 | BALDERCORP.COM | T: 416-275-9770 | F: 416-467-3867/9770 | ADMIN@BALDERCORP.COM



August 13, 2020

The Corporation of the Town of Cobourg
Victoria Hall
55 King Street West
Cobourg, Ontario, K9A 2M2

Attention: Glenn J. McGlashon, Director - Planning & Development Division

Dear Mr. McGlashon,

Re.: 311-325 University Avenue, Cobourg, Ontario & 387 William Street, Cobourg, Ontario

On behalf of the owners of the above noted properties, and as the project manager for this project, I am writing to request that Council of the Town of Cobourg grant an extension of at least SIX (6) months for the payment of the following fee(s) which council was kind enough to defer to December 2, 2021 so that the deferral of the following fee(s) is extended to June 2, 2022, instead:

- 1) Building Permit Fee(s);
- 2) Fee(s) in lieu of Parkland dedication;
- 3) Planning Application Fee(s);
- 4) Municipal Tree Levy, and financial compensation for on-site tree removals.

The reason for this request is that the above noted project has been delayed due to the Covit-19 pandemic by at least six (6) months. As such, unless the requested deferral is granted, the deadline for payment of said fee(s) shall fall within the period of construction of the project and would need to be included in the construction budget of the Project for purposes of financing by the Canada Mortgage and Housing Corporation (CMHC), which may render the project unaffordable in its entirety.

In addition, as Council may recall, on/about July 23, 2019, the Town of Cobourg issued a letter indicating its intention to consider our proposal for financial assistance (yet to be determined) pending approval of a Town-wide Affordable Housing Community Improvement Plan (CIP). This letter was presented to CMHC as evidence of support from Town of Cobourg, which support is/was one of the condition precedent to the grant of approval of financing. It is our understanding that the approval of the Townwide CIP has also been delayed and understand that additional time may be needed for approval of said CIP.

We thank you in advance for your consideration, and should you have any further questions or concerns, please do not hesitate to contact us.

Sincerely,

Balder Corporation

A handwritten signature in black ink, appearing to read "B. Akbari". The signature is written in a cursive style with a large initial "B" and a long horizontal stroke extending to the right.

Per.: Babak Akbari

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	COMMITTEE OF THE WHOLE MEMORANDUM	
TO:	Mayor and Council members	
FROM: TITLE:	Dave Johnson Planner I - Heritage	
DATE OF MEETING:	August 24 th , 2020	
TITLE / SUBJECT:	Notice of Complete Application for Site Plan Approval 66 Strathy Road (SmartCentres REIT)	
REPORT DATE:	August 12 th , 2020	File #: SPA-07-20

1.0 STRATEGIC PLAN

N/A

2.0 RECOMMENDATION

The following actions are recommended:

- a) That the application be received by Council and referred to the Planning Department for a report.

3.0 PUBLIC ENGAGEMENT

The Planning Act R.S.O 1990, c.P. 13, as amended does not prescribe any statutory public notice or engagement requirements for Site Plan Applications and Amendments, as these particular applications are recognized as being a detailed, technical review of matters relating to site development, including building layout, access, parking, landscaping, servicing and grading to name a few.

However, the Municipality requires that the applicant provide notice by posting a 1.2 m x 1.8 m sign on the Subject Lands, in an area visible from the public realm, notifying the public that an application for Site Plan approval has been submitted to the Municipality. The sign must include information in regard to the proposal, and a contact number for the Town of Cobourg Planning Department, where plans can be made available for the public to view. The sign is being prepared and will be erected on-site within 10 business days.

Additionally, the Planning Department provides written notice of complete Site Plan Applications to Council for information purposes, and all Site Plan Applications are considered by Council in open session prior to final approval. Finally, information relating to the Site Plan Application is posted on the municipal website under the Planning Applications page (Planning & Development).

4.0 ORIGIN

The Planning Department has received an application for Site Plan Approval from SmartCentres REIT for the development of an additional building (Building F) and reconfiguration of (addition to) an existing building (Building G – Winners/Dollar Tree) at 66 Strathy Road. Please refer to **Schedule “A” - Location Map** attached.

5.0 BACKGROUND

The Subject Lands are designated as Shopping Node Area and Special Shopping Node Area in the Town of Cobourg Official Plan (2017) and Shopping Centre Exception 6 Holding (SC-6[H]) Zone in the Town of Cobourg's Comprehensive Zoning By-law No. 85-2003. The subject lands were previously subject to Site Plan Control and a Development Agreement was registered on title. The current application for Site Plan Approval is for an amending Agreement to permit the revised proposal prior to the development occurring.

The development proposal consists of a new 1,139 sq m (12,266 sq ft) building (Building F) along Strathy Road and the reconfiguration of the existing 'Winners/Dollar Tree' building (Building G) plus the addition of 1,233 sq m (13,273 sq ft) of new commercial space. See **Schedule “B” - Site Plan** (note that the site plan and building design may change prior to final approval consideration by Council).

The following plans and reports have been submitted in support of the application:

- Civil Engineering
- Electrical
- Architectural
- Floor Plans
- Landscape Plans
- Arborist Report
- Sustainability Memo
- SWM Brief
- Traffic Impact Study
- Survey

Following a review of the application, Planning staff has concluded that it constitutes a complete application in accordance with the provisions of the Ontario *Planning Act* and the Cobourg Official Plan and is in a position to be formally received by Council. Pursuant to the provisions of the *Planning Act*, if the Municipality fails to approve the complete application within 30 days after its receipt by Council, the Owner may appeal the application to the Local Planning Appeal Tribunal (LPAT).

6.0 ANALYSIS

This memo is for application receipt notification purposes only, and there is no staff analysis at this point in time. Once the plans and reports have been reviewed by the Development Review Team and partner review agencies, a report will be brought back to Council for consideration of approval.

7.0 FINANCIAL IMPLICATIONS/BUDGET/STAFFING IMPACT

There are no anticipated negative financial implications imposed on the Municipality as a result of the Site Plan Application. The Owner has submitted the requisite \$3,500.00 fee and deposit (minor amendment).

8.0 CONCLUSION

The plans are currently being reviewed by the Development Review Team before being brought back to Council for final approval.

9.0 POLICIES AFFECTING THE PROPOSAL

The primary policies affecting this application relate to the Shopping Node Area designations and the Community Design and Improvement policies of the Cobourg Official Plan.

10.0 COMMUNICATION RESULTS

This Report is intended to advise Council and the public of the application, and to recommend that Council receive the application, and refer the application to the Planning Department for a report prior to final approval consideration by Council.

Please contact the Planning Department if you have any questions or concerns.

Report Prepared by:



Dave Johnson
Planner 1 – Heritage

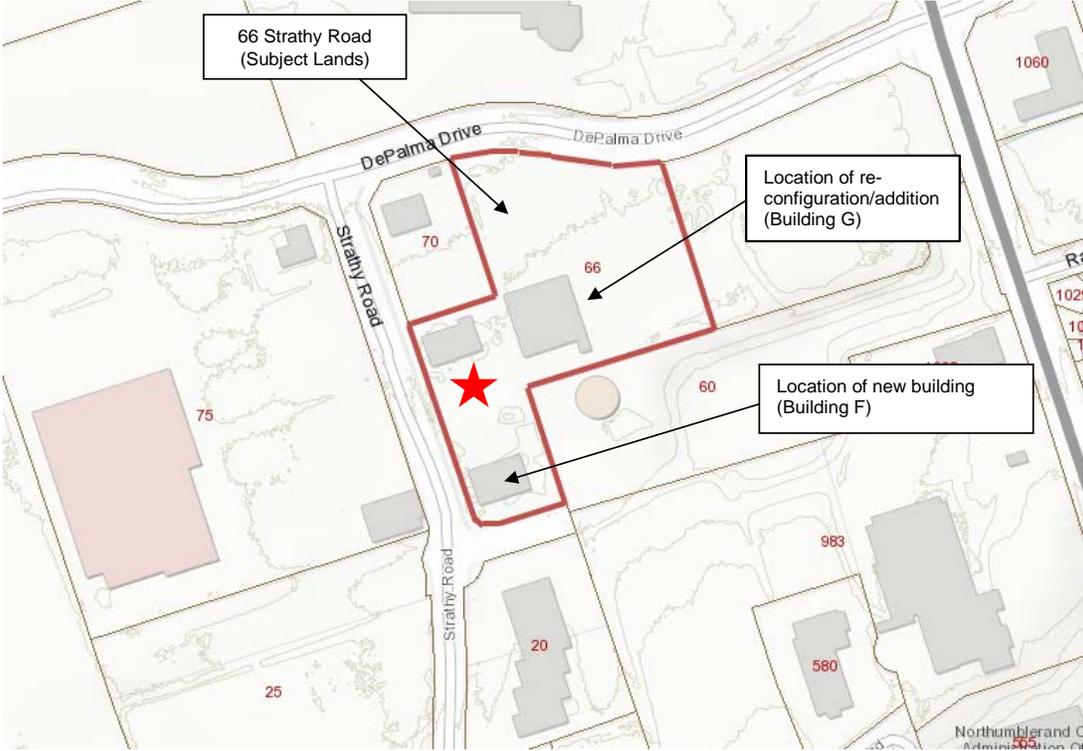
Report Approved By:



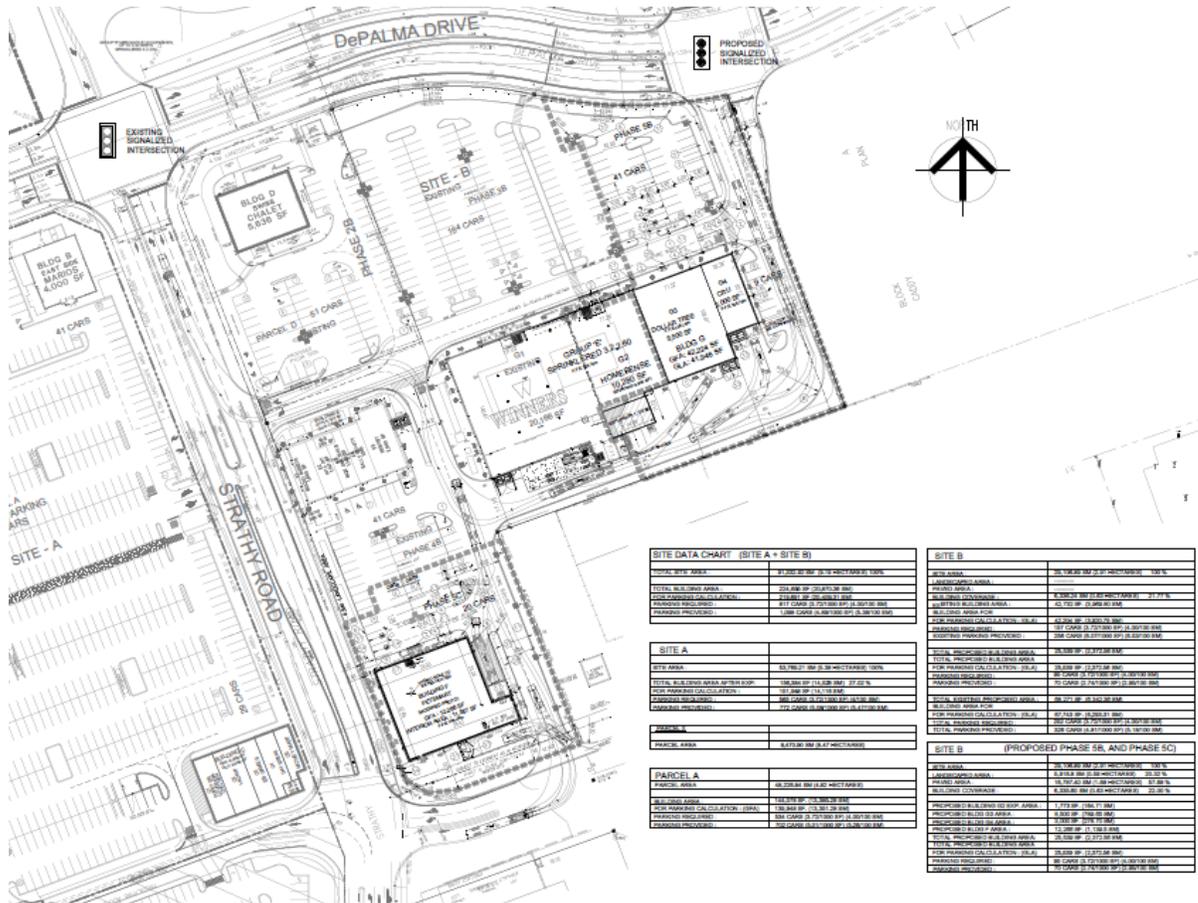
Glenn J. McGlashon, MCIP, RPP
Director of Planning & Development



**Schedule "A"
Location Map**



Schedule "B" Site Plan



SITE DATA CHART (SITE A + SITE B)	
PARCEL AREA	8,720.00 SQ. FT. (200.00 METERS)
TOTAL BLDG AREA	120,000 SQ. FT. (11,148.00 SQ. M)
PROPOSED BLDG AREA	120,000 SQ. FT. (11,148.00 SQ. M)
EXISTING BLDG AREA	0 SQ. FT. (0.00 SQ. M)
PROPOSED PARKING	1,000 CARS (1,000.00 SQ. FT. / 92.90 SQ. M)

SITE A	
PARCEL AREA	8,720.00 SQ. FT. (200.00 METERS)
TOTAL BLDG AREA PROPOSED	120,000 SQ. FT. (11,148.00 SQ. M)
PROPOSED PARKING	1,000 CARS (1,000.00 SQ. FT. / 92.90 SQ. M)

PARCEL A	
PARCEL AREA	8,720.00 SQ. FT. (200.00 METERS)
TOTAL BLDG AREA	120,000 SQ. FT. (11,148.00 SQ. M)
PROPOSED BLDG AREA	120,000 SQ. FT. (11,148.00 SQ. M)
EXISTING BLDG AREA	0 SQ. FT. (0.00 SQ. M)
PROPOSED PARKING	1,000 CARS (1,000.00 SQ. FT. / 92.90 SQ. M)

SITE B	
PARCEL AREA	8,720.00 SQ. FT. (200.00 METERS)
TOTAL BLDG AREA	120,000 SQ. FT. (11,148.00 SQ. M)
PROPOSED BLDG AREA	120,000 SQ. FT. (11,148.00 SQ. M)
EXISTING BLDG AREA	0 SQ. FT. (0.00 SQ. M)
PROPOSED PARKING	1,000 CARS (1,000.00 SQ. FT. / 92.90 SQ. M)

TOTAL PROPOSED BLDG AREA	
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EXISTING BLDG AREA	0 SQ. FT. (0.00 SQ. M)
PROPOSED PARKING	1,000 CARS (1,000.00 SQ. FT. / 92.90 SQ. M)

SITE B (PROPOSED PHASE SB AND PHASE SC)	
PARCEL AREA	8,720.00 SQ. FT. (200.00 METERS)
TOTAL BLDG AREA	120,000 SQ. FT. (11,148.00 SQ. M)
PROPOSED BLDG AREA	120,000 SQ. FT. (11,148.00 SQ. M)
EXISTING BLDG AREA	0 SQ. FT. (0.00 SQ. M)
PROPOSED PARKING	1,000 CARS (1,000.00 SQ. FT. / 92.90 SQ. M)

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	COMMITTEE OF THE WHOLE MEMORANDUM	
TO:	Mayor and Council members	
FROM: TITLE:	Dave Johnson Planner I - Heritage	
DATE OF MEETING:	August 24 th , 2020	
TITLE / SUBJECT:	Notice of Complete Application for Site Plan Approval Block 94 Lonsberry Drive (Al Rose, Stalwood Homes)	
REPORT DATE:	August 13 th , 2020	File #: SPA-06-20

1.0 STRATEGIC PLAN

N/A

2.0 RECOMMENDATION

The following actions are recommended:

- a) That the application be received by Council and referred to the Planning Department for a report.

3.0 PUBLIC ENGAGEMENT

The Planning Act R.S.O 1990, c.P. 13, as amended does not prescribe any statutory public notice or engagement requirements for Site Plan Applications and Amendments, as these particular applications are recognized as being a detailed, technical review of matters relating to site development, including building layout, access, parking, landscaping, servicing and grading to name a few.

However, the Municipality requires that the applicant provide notice by posting a 1.2 m x 1.8 m sign on the Subject Lands, in an area visible from the public realm, notifying the public that an application for Site Plan approval has been submitted to the Municipality. The sign must include information in regard to the proposal, and a contact number for the Town of Cobourg Planning Department, where plans can be made available for the public to view. The sign is being prepared and will be erected on-site within 10 business days.

Additionally, the Planning Department provides written notice of complete Site Plan Applications to Council for information purposes, and all Site Plan Applications are considered by Council in open session prior to final approval. Finally, information relating to the Site Plan Application is posted on the municipal website under the Planning Applications page (Planning & Development).

4.0 ORIGIN

The Planning Department has received an application for Site Plan Approval from Al Rose (Stalwood Homes) for the development of two 10-plex buildings at Block 94 Lonsberry Drive. **See Schedule "A" Location Map.**

5.0 BACKGROUND

The Subject Lands are designated as Residential Area in the Town of Cobourg Official Plan (2017) and Residential Type 4 Exception 26 Holding (R4-26[H]) Zone in the Town of Cobourg's Comprehensive Zoning By-law No. 85-2003. The subject lands are subject to Site Plan Control and an application for Site Plan Approval and Council approval are required prior to the development occurring.

The development proposal consists of two, 2-storey 10-plex buildings at 342 sq m each (3,681.26 sq ft) and 684 sq m total (7,362.51 sq ft). There will be 20 new units total with 30 surface parking spaces. See **Schedule "B" - Site Plan** (note that the site plan and building design may change prior to final approval consideration by Council).

The following plans and reports have been submitted in support of the application:

- Civil Engineering
- Architectural
- Floor Plans
- Landscape Plans
- SWM Report
- Site Plan

Following a review of the application, Planning staff has concluded that it constitutes a complete application in accordance with the provisions of the Ontario *Planning Act* and the Cobourg Official Plan and is in a position to be formally received by Council. Pursuant to the provisions of the *Planning Act*, if the Municipality fails to approve the complete application within 30 days after its receipt by Council, the Owner may appeal the application to the Local Planning Appeal Tribunal (LPAT).

6.0 ANALYSIS

This memo is for application receipt notification purposes only, and there is no staff analysis at this point in time. Once the plans and reports have been reviewed by the Development Review Team and partner review agencies, a report will be brought back to Council for consideration of approval.

7.0 FINANCIAL IMPLICATIONS/BUDGET/STAFFING IMPACT

There are no anticipated negative financial implications imposed on the Municipality as a result of the Site Plan Application. The Owner has submitted the requisite \$3,500.00 fee and deposit + \$750 Holding Removal Fee.

8.0 CONCLUSION

The plans are currently being reviewed by the Development Review Team before being brought back to Council for final approval.

9.0 POLICIES AFFECTING THE PROPOSAL

The primary policies affecting this application relate to the Residential Area designation and the Community Design and Improvement policies of the Cobourg Official Plan.

10.0 COMMUNICATION RESULTS

This Report is intended to advise Council and the public of the application, and to recommend that Council receive the application, and refer the application to the Planning Department for a report prior to final approval consideration by Council.

Please contact the Planning Department if you have any questions or concerns.

Report Prepared by:



Dave Johnson
Planner 1 – Heritage

Report Approved By:



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



**Schedule "A"
Location Map**



	THE CORPORATION OF THE TOWN OF COBOURG
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Adriane Miller, Recording Secretary
MEETING DATE:	August 12, 2020
SUBJECT:	HP-2020-017 New ground floor windows/doors - 1 King St. E TVM Group

The following Motion was adopted at the August 12, 2020 Cobourg Heritage Advisory Committee Meeting:

Moved by Member N. Beatty

WHEREAS, Planning and Heritage staff has reviewed the proposed ground floor window and door alterations at 1 King Street East and has determined that the proposal would constitute a compatible alteration to the existing facade of this 1960's-era building and would conform to the provisions of the Commercial Core Heritage Conservation District;

THEREFORE, it is recommended that Heritage Permit Application HP-2020-017 as submitted by TVM group to permit new ground floor windows and doors on the existing storefront, a new door system for the residential access and replacement of current awning with a black cover at 1 King Street East be approved, subject to the finalization of details with Planning and Heritage Staff.

CARRIED

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Cobourg Heritage Advisory Committee	
FROM: TITLE:	Dave Johnson Planner I - Heritage	
DATE OF MEETING:	August 12, 2020	
TITLE / SUBJECT:	New ground floor windows/doors - 1 King St. E TVM Group	
REPORT DATE:	August 7, 2020	File #: HP-2020-017

1.0 STRATEGIC PLAN

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

2.0 PUBLIC ENGAGEMENT

The Cobourg Heritage Advisory Committee (CHC) operates in accordance with the Advisory Committee and Local Board Policy and Procedures for municipal boards and committees in the Town of Cobourg.

In general, the CHC is comprised of seven (7) members: one (1) member of Council and six (6) citizen members which reflect the diverse interests of the community.

The agenda for a CHC meeting is prepared and distributed to all committee members and is posted on the Municipal Website at least forty-eight (48) hours in advance of the scheduled meeting date, in an electronic format where possible.

Existing heritage legislation does not prescribe public notification or meetings for approval of alterations to designated properties, however the Cobourg Heritage Master Plan and implementing Heritage Conservation District Plans and associated regulations/guidelines underwent extensive public consultation and engagement prior to their approval. Review and approval of Heritage Permits by the Town are undertaken within the context of these documents.

The CHC also receives public delegations and communications/correspondence from citizens in accordance with the Advisory Committee and Local Board Policy and Procedures for municipal boards and committees in the Town of Cobourg.

3.0 RECOMMENDATION

WHEREAS, Planning and Heritage staff has reviewed the proposed ground floor window and door alterations at 1 King Street East and has determined that the proposal would constitute a compatible alteration to the existing facade of this 1960's-era building and would conform to the provisions of the Commercial Core Heritage Conservation District;

THEREFORE, it is recommended that Heritage Permit Application HP-2020-017 as submitted by TVM group to permit new ground floor windows and doors on the existing storefront, a new door system for the residential access and replacement of current awning with a black cover at 1 King Street East be approved, subject to the finalization of details with Planning and Heritage Staff.

4.0 ORIGIN

An application for a Heritage Permit was received on July 17th, 2020 from Amit Sofer on behalf of TVM Group to undertake window replacements at 1 King Street East.

The subject property is located in the Commercial Core Heritage Conservation District designated under Part V of the *Ontario Heritage Act*, and by By-law #27-90 as amended by By-law #118-91 and by By-law 042-2016.

In accordance with the *Ontario Heritage Act*, the 90-day deadline for Council to deal with the application is October 15, 2020

Scope of Work

New King St. Ground floor windows and doors

1. **Doors** – 2 new storefront doors and a new residential access door are proposed: existing aluminum glazed doors to be replaced with new aluminum glazed doors in black. Window and door configuration to match existing. Product is Commdoor 2500, the same system as 52 King St. W across from Victoria Hall.
2. **Ground Floor Windows** – All existing glass and aluminum frames to be removed and replaced with new commercial windows and doors with black anodized aluminum frames and double glazed units, product Commdoor 2500. Window and door configurations to match existing.

Existing Conditions of King St. Façade



Figure 1: 1 King St. E storefront as of July, 2020.



Figure 2: 1 King St. E storefront as of July, 2020. Looking south east



Figure 3: 1 King St. E storefront as of July, 2020. Looking south west

5.0 BACKGROUND

The subject property is located at 1 King Street East on the south east corner of Division St. and King Street East. Victoria Hall is located to the west and is designated under the Commercial Core HCD.

Geographic Context

The subject property is located on the south east corner of King Street East and Division Street.



Above: The subject property is shown outlined in red in the context of the Commercial Core Heritage Conservation District, which is indicated in blue. The properties shaded in pink are listed on the Municipal Heritage Register but are not formally designated. Properties shaded in purple are individually designated and those shaded in yellow are located in the nearby George Street HCD.

Historical and Architectural Context

The current building on the subject property was erected in the late 1950's/early 1960s when the old Cobourg Post Office building was demolished and a retail chain opened on the main floor. It was most recently occupied by the Harbour Breeze condominium showroom.

The Commercial Core Heritage Conservation District is a cultural landscape that is characterized largely by its two and three storey commercial buildings built between 1840 and 1890. Robert Mikel identifies the diversity of architecture as a character-defining feature of the District. Any alteration to facade design and materials should be visually compatible with the neighbouring properties within the District. Exterior form and facade relationships play an important role in defining the streetscape in heritage districts especially in a downtown commercial core. Therefore, prior to making any changes to the exterior form and facade designs it is important to understand how the proposed changes may affect the setting of the historic place.



Figure 4: Cobourg post office seen here in 1875.



**CDHS 1989.2001 , Cobourg Post Office, c. 1958
South-East corner of Division and King St.**

Demolished; now location of Liquidation World

*Celebrating the 150th Anniversary of Victoria Hall, May 2010
Cobourg and District Historical Society
Town of Cobourg
Cobourg Downtown Business Improvement Area*



Figure 5: Victoria 150th anniversary – showing Cobourg Post c.1958

6.0 ANALYSIS

The Town of Cobourg's Heritage Master Plan was adopted by Council to direct conservation and management of the Town's heritage resources. As part of this project, the existing Heritage Conservation District guidelines for all of the Town's Heritage Conservation Districts designated under Part V of the *Ontario Heritage Act* were reviewed, and Heritage Conservation District Plans were prepared. The Commercial Core Heritage Conservation District Plan was adopted by By-law 043-2016 on May 24th, 2016.

The Plan contains policies and guidelines for conservation and the management of growth and change in the Commercial Core HCD. Policies are *requirements* that must be followed when undertaking alterations to buildings or changes to properties. Guidelines are best-practice *suggestions* to be considered when undertaking alterations to buildings or changes to properties.

The following section of this report provides excerpts from the Commercial Core Heritage Conservation District Plan that are relevant to the evaluation of the proposed scope of work.

4.1 Storefronts and street-facing façades

Policies

- a) *Maintain and repair, rather than replace, heritage material on existing storefronts that are physically sound and compatible with the overall building façade. Storefronts may have historic value even if they are later additions to the District.*
- b) *Building heights range from 2-3 storeys, and building roofs are generally flat, with some mansard and gable roof types. This building form at the street level shall be maintained.*
- c) *Contemporary modern designs are permitted provided they do not damage heritage building fabric and are complementary to the heritage building fabric in terms of materials, architectural details, size and location on the building.*

4.4 Windows and entrances

- a) *Protect and maintain original/historic window openings and entrances as well as their distinguishing features such as materials, surrounds, frames, shutters, sash and glazing.*
- b) *The removing or blocking up of window and entrance openings that are important to the architectural character and symmetry of the building is not permitted.*
- c) *When contemplating replacement of windows, the Town of Cobourg window assessment checklist shall be completed in order to determine the feasibility of repair. Condition is important to assess early in the planning process so that the scope of work can be based on current conditions.*
- d) *Where the need for new windows is demonstrated through the Town's window assessment checklist, new replacement windows shall be compatible with the original/historic windows in terms of material (such*

as wood), proportions (such as ratio of horizontal to vertical dimensions), rhythm and scale (such as number of openings per building façade). Replacement windows shall convey the same appearance as the historic window and be physically and visually compatible.

- e) *Entrance ramps may be permitted for barrier-free access in accordance with applicable legislation, but shall not be physically attached to avoid damage to the heritage building fabric. In exceptional circumstances, attachments may be permitted where they cause the least amount of damage to heritage building fabric.*

Guidelines

- f) *Repairing, rather than replacing original / historic windows is encouraged, and should focus on the minimal intervention required in order to ensure the integrity of the resource. This includes limited replacement in kind, or replacement with appropriate substitute material of irreparable elements, based on documentary or physical evidence where possible.*
- g) *Removing or replacing windows and doors that can be repaired is not recommended. Peeling paint, broken glass, stuck sashes, loose hinges or high air infiltration are not, in themselves, indications that these assemblies are beyond repair. See window assessment checklist.*
- h) *Replacing in kind irreparable windows should be based on physical and documentary evidence where possible. If using the same materials and design details is not technically or economically feasible, then compatible substitute materials or details may be considered.*
- i) *Improvement in energy efficiency of single glazed units may be achieved with traditional exterior wood storm windows or contemporary interior magnetic storm glazing.*
- j) *Where new entrances or exterior staircase are required, they should be installed on secondary elevations wherever possible.*
- k) *Where historic documentation is available, replacement windows may be reproductions of earlier windows.*

Discussion

Prior to Council's adoption of the Commercial Core Heritage Conservation District (HCD) Plan in 2016, Heritage Permit applications were primarily evaluated against the Town of Cobourg's Heritage Conservation District Guidelines and Parks Canada's Standards and Guidelines for the Conservation

of Historic Places in Canada. The Commercial HCD Plan provides the same level of heritage conservation using best practices as expressed in the Standards and Guidelines for the Conservation of Historic Places in Canada, while continuing with a similar management of future change and potential new development within the Commercial Core HCD as the previous HCD guidelines. The Commercial Core HCD Plan is also consistent with the 2005 changes to the Ontario Heritage Act, the 2014 Provincial Policy Statement and the Ontario Heritage Toolkit.

Pre-consultation with the applicant was conducted via email during Spring 2020.

Ground floor commercial unit windows/entrance

The proponent intends to improve the windows and entrance doors, through this Heritage Permit Application. The ground floor commercial unit windows and doors and residential access door are proposed to receive new treatments as part of this project as well as a new black cover over the current odd balls awning. Currently the modern-style commercial windows are single glazed and feature silver metal frames with green terrazzo stone below the frames. The new proposed window units are to be double glazed and will be framed in black anodized aluminum as will the two doors units, and the terrazzo stone is to be painted black.

According to my research and observations, the subject building is a more modern building within a heritage context, but nonetheless it is located within the Commercial Core Heritage Conservation District. The intent of the HCD policies and guidelines is not to replicate heritage on relatively modern buildings, but rather to provide for alterations and improvements which complement the architectural style or era of the existing building and are compatible with adjacent buildings. The proposed alterations to the existing storefront represent an incremental, sympathetic improvement to this modern building and are consistent with similar alterations previously granted by the Town on a modern-era building façade at 52 King Street West.

Based on my evaluation of the proposed alterations to the ground floor commercial unit relative to the current design and the approved policy context, it is my opinion that the proposal is a sympathetic alteration to the existing building and will not detract from the heritage attributes of adjacent heritage buildings.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no anticipated financial implications on the Municipality as a result of the approval of this Heritage Permit application.

8.0 CONCLUSION

The applicant's proposal for the proposed new window and door alterations to the ground floor commercial unit and residential access door conforms to the Commercial Core Heritage Conservation District Plan. When considering 1 King St. E, it is evident this is a modern building relative to its surrounding heritage context and must be evaluated accordingly with respect to the Commercial Core Heritage Conservation District Plan polices and guidelines. This incremental alteration that is proposed to the building's façade are positive in that it has the potential to breathe new life into the building. Overall, it is my opinion that the applicant has satisfied the intent of the Commercial Core HCD Plan.

10.0 AUTHORIZATION/SIGNATURES

Report Prepared By:



Dave Johnson
Planner I - Heritage

Report Approved By:



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



	THE CORPORATION OF THE TOWN OF COBOURG
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Adriane Miller, Recording Secretary
MEETING DATE:	August 12, 2020
SUBJECT:	HP-2020-021 Roof Replacement – 245-247 Division St. – Burnett

The following Motion was adopted at the August 12, 2020 Cobourg Heritage Advisory Committee Meeting:

Moved by Member C. Richards

WHEREAS, Heritage and Planning staff has reviewed the proposed roof replacement for 245-247 Division Street and has concluded that the proposal to replace the existing asphalt roof with a metal roof, conduct chimney repairs (4) and 1 chimney rebuild, repair the north partition wall and install custom bent chimney flashing would be compatible alteration to the heritage structure and would conform to the Commercial Core Heritage Conservation District Plan;

THEREFORE, it is recommended that Heritage Permit Application HP-2020-021, submitted by Paige Burnett, to permit a roof replacement, repair of 4 chimneys and 1 chimney rebuild & custom flashing, and a partition wall repair at 245-247 Division Street, be approved subject to the finalization of details by Heritage and Planning staff.

CARRIED

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Cobourg Heritage Advisory Committee	
FROM:	Dave Johnson	
TITLE:	Planner I - Heritage	
DATE OF MEETING:	August 12, 2020	
TITLE / SUBJECT:	Roof Replacement – 245-247 Division St. - Burnett	
REPORT DATE:	August 7 th , 2020	File #: HP-2020-021

1.0 STRATEGIC PLAN

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

2.0 PUBLIC ENGAGEMENT

The Cobourg Heritage Advisory Committee (CHC) operates in accordance with the Advisory Committee and Local Board Policy and Procedures for municipal boards and committees in the Town of Cobourg.

In general, the CHC is comprised of seven (7) members: one (1) member of Council and six (6) citizen members which reflect the diverse interests of the community.

The agenda for a CHC meeting is prepared and distributed to all committee members and is posted on the Municipal Website at least forty-eight (48) hours in advance of the scheduled meeting date, in an electronic format where possible.

Existing heritage legislation does not prescribe public notification or meetings for approval of alterations to designated properties, however the Cobourg Heritage Master Plan and implementing Heritage Conservation District Plans and associated regulations/guidelines underwent extensive public consultation and engagement prior to their approval. Review and approval of Heritage Permits by the Town are undertaken within the context of these documents.

The CHC also receives public delegations and communications/ correspondence from citizens in accordance with the Advisory Committee and Local Board Policy and Procedures for municipal boards and committees in the Town of Cobourg.

3.0 RECOMMENDATION

WHEREAS, Heritage and Planning staff has reviewed the proposed roof replacement for 245-247 Division Street and has concluded that the proposal to replace the existing asphalt roof with a metal roof, conduct chimney repairs (4) and 1 chimney rebuild, repair the north partition wall and install custom bent chimney flashing would be compatible alteration to the heritage structure and would conform to the Commercial Core Heritage Conservation District Plan;

THEREFORE, it is recommended that Heritage Permit Application HP-2020-021, submitted by Paige Burnett, to permit a roof replacement, repair of 4 chimneys and 1 chimney rebuild & custom flashing, and a partition wall repair at 245-247 Division Street, be approved subject to the finalization of details by Heritage and Planning staff.

4.0 ORIGIN

An application for a Heritage Permit was received on July 25, 2020 from Paige Burnett to undertake a roof replacement, repairs to 4 chimneys and 1 chimney rebuild at 245-247 Division Street.

The subject property is located in the Commercial Core Heritage Conservation District designated under Part V of the *Ontario Heritage Act*, and by By-law #27-90 as amended by By-law #118-91 and by By-law # 042-2016.

In accordance with the *Ontario Heritage Act*, the 90-day deadline for Council to deal with the application is October 23, 2020.

Scope of Work

Roof replacement

1. New 29 gauge metal roof and roofline vents over existing shingles – product from VIC West
 - a. Colour of new roof to be charcoal
 - b. All chimneys to remain, 4 to be repaired and 1 re-built
 - i. 4 that are repairable will be re-pointed and parged
 - ii. Rebuilt chimney will have to be re-built using new material, however, the contractor notes that any usable material will be utilized in the rebuilding of the partition wall
 - c. Repair to north partition wall
 - i. Remove existing top two rows of brick
 - ii. Dispose of old parging and mortar
 - iii. Reinstall existing bricks and re-point and any missed bricks will be replaced from the dilapidated chimney.
 - d. Installation of custom bent chimney flashing



Figure 1: Existing roof – notice the condition



Figure 2: Existing roof, looking west – notice the condition of the partition wall.



Figure 3: Existing roof – showing existing chimney -- to remain and be rebuilt



Figure 4: 245-247 Division St. on the right with the 5 chimneys



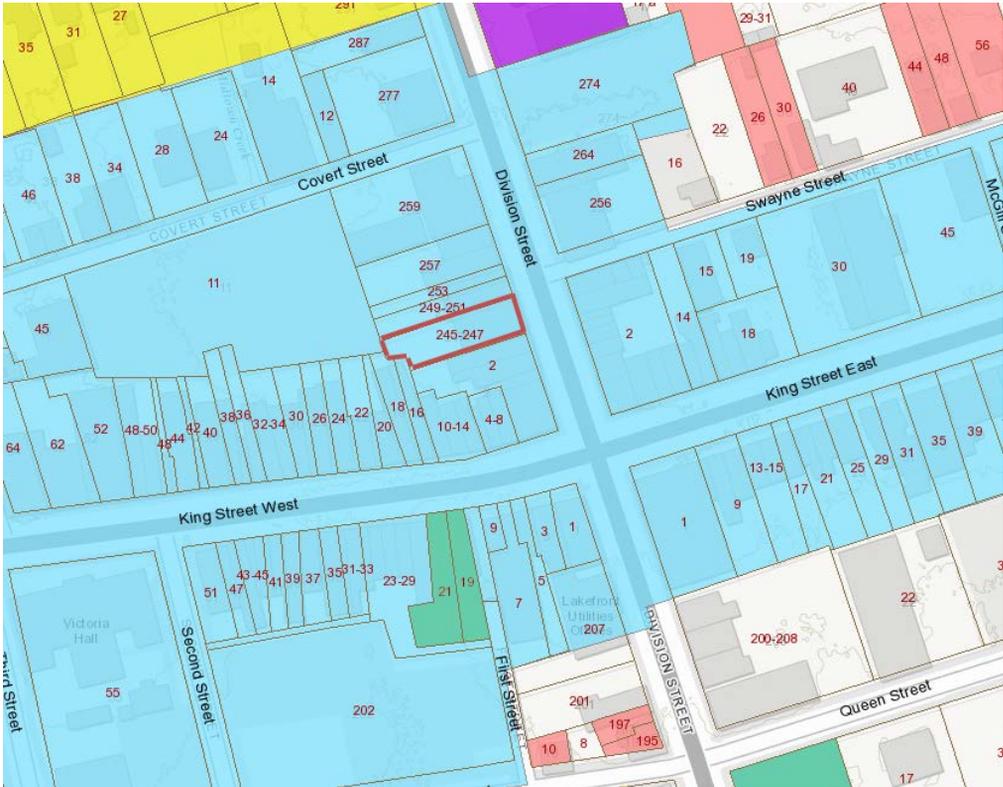
Figure 5: Division St. frontage of 239-247. Previous heritage permit application for 239-243 Division St. 245-247 Division will be using similar steel roof product for continuity of appearance.

5.0 BACKGROUND

The subject property is located at 245-247 Division St. on the west side of Division St. The property is designated under the Commercial Core HCD in accordance with the *Heritage Act*.

Geographic Context

The subject property is located on the west side of Division Street. Victoria Hall is located to the southwest of the subject property.



Above: The subject property is shown outlined in red within the context of the Commercial Core Heritage District (indicated in blue). The properties shaded in pink are listed on the Municipal Heritage Register but are not formally designated. Properties shaded in yellow are located in the nearby George Street Heritage Conservation District.

Historical and Architectural Context

245-247 Division St.

According to the LACAC property files, 245-247 Division St. is a three storey red brick building with concrete over the facade on the second and third storey^o. There are twelve, 12-paned windows, six between two pilasters and two central ones that have had concrete over them leaving the lugsil and arches visible. The cornice is plain, with five chimneys on the roof top. The ground level has been changed with wood panelling and long narrow glass windows, which has since been altered to a red brick ground floor that does not closely resemble its neighbour to the south.

Character defining elements of the Commercial Core Heritage Conservation District include two to three storey buildings with commercial character, storefronts on the first storey and residential/commercial space on the second and third storeys. Storefronts have wide windows on the first storey, some with recessed entry doors. Windows on upper storeys are symmetrical fenestration, with segmental arches or rectangular openings, often with arched or decorative lintels, and basic sills. There is a dominant use of brick in a variety of natural colours, some have been painted and most include architectural details including keystones, hood molds and cornice details. Storefronts are typically continuation of brick, although quite a few are wood paneling

construction of varying details. There is a continuous sign band throughout the downtown, some wider than others depending on the size of the storefront windows.

6.0 ANALYSIS

The Town of Cobourg's Heritage Master Plan was adopted by Council in 2016 to direct conservation and management of the Town's heritage resources. As part of this project, the existing Heritage Conservation District guidelines for all of the Town's Heritage Conservation Districts designated under Part V of the *Ontario Heritage Act* were reviewed, and Heritage Conservation District Plans were prepared. The Commercial Core Heritage Conservation District Plan was adopted by By-law 043-2016 on May 24th, 2016.

The Plan contains policies and guidelines for conservation and the management of growth and change in the Commercial Core Heritage Conservation District. Policies are *requirements* that must be followed when undertaking alterations to buildings or changes to properties. Guidelines are best-practice *suggestions* to be considered when undertaking alterations to buildings or changes to properties.

The following section of this report provides excerpts from the Commercial Core Heritage Conservation District Plan that are relevant to the evaluation of the proposed scope of work.

4.3 Roofs

Policies

- a) *Original rooflines of buildings shall be maintained. Dormers and changes to rooflines may be permitted on a case by case basis where the proposed alteration is compatible with the character of the building.*
- b) *Decorative roof features and original/historic roofing materials, such as slate, wood shingles, and copper on sloped roofs, shall be retained and conserved. Replacement materials, if required, shall complement the original and/or historic materials.*
- c) *Ensure that vents, skylights and other new roof elements are placed out of view from the street and public rights-of-way.*
- d) *Roof drainage shall be maintained and directed away from building foundations.*

Guideline

- e) *The addition of solar panels may be permitted on roofs, but should not damage or remove heritage fabric. Solar panels should be installed in places that are generally out of view from the public realm.*

Discussion

Prior to Council's adoption of the Commercial Core Heritage Conservation District (HCD) Plan in 2016, Heritage Permit applications were primarily evaluated against the Town of Cobourg's Heritage Conservation District Guidelines and Parks Canada's *Standards and Guidelines for the*

Conservation of Historic Places in Canada. The Commercial Core Heritage Conservation District Plan provides the same level of heritage conservation using best practices as expressed in the *Standards and Guidelines for the Conservation of Historic Places in Canada*, while continuing with a similar management of future change and potential new development within the Commercial Core Heritage Conservation District Plan as the previous Heritage Conservation District guidelines. The Commercial Heritage Conservation District Plan is also consistent with the 2005 changes to the *Ontario Heritage Act*, the 2020 Provincial Policy Statement and the Ontario Heritage Toolkit.

Pre-consultation was conducted by Planning and Heritage Staff with the applicant in over the last number of months. During the meeting it was noted the condition of the existing roof, and the applicants desire to replace the existing asphalt roof with a longer lasting steel roof.

Roof

The property owner of 245-247 Division St. proposes to replace the aging asphalt roof with a steel roof similar in design to other metal roof replacements, such as above Buttermilk/Jakes (Colour to be charcoal). The owner is proposing steel in order to add a protective element to the roof, more resilient to environmental elements and adding a protective and durable layer for many years to come. The property owner notes that the current shingles are deteriorated and roof and chimneys are in a desperate need of repair. The neighbouring property owner to the south is installing a similar style steel roof and this will provide a consistency of appearance to the public realm below. Furthermore, other similar examples of this alteration have been undertaken at nearby properties in recent years. The property owner is also willing/proposing to repair/rebuild the existing 5 chimneys on structures.

The application does mention that there will be low-profile roof vents installed as needed. It is noted that low profile vents are generally installed on these types of roofs. It is staff's recommendation that low-profile ridge vents be utilized as this would not impose significant impacts on the street or public realm and has been successfully utilized on other structures within the Commercial Core HCD.

The proposed alteration has been evaluated against the Commercial Core HCD Plan, specifically the policy relating to roofs (4.3), and it has been determined that the new roof, chimney repairs and rebuild is an acceptable/sympathetic alteration, subject to the finalization details by Heritage and Planning staff. The roofline is not proposed to be changed as a result of this alteration. The owner has retained Oak Hills Roofing as the contractor to undertake the proposed alteration.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no anticipated financial implications on the Municipality as a result of the approval of this Heritage Permit application.

8.0 CONCLUSION

The proposed alteration/improvements to the existing roof, including the replacement of the existing asphalt shingles to a metal roof, the repair to the

partition wall and the conservation of the existing chimneys, meets the policies as set out in the Commercial Core Heritage Conservation District Plan (Section 4.3) and the goals of the Cobourg Heritage Master Plan, subject to the finalization of details by Heritage and Planning staff.

10.0 AUTHORIZATION/SIGNATURES

Report Prepared By:



Dave Johnson
Planner I - Heritage

Report Approved By:



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



	THE CORPORATION OF THE TOWN OF COBOURG
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Adriane Miller, Recording Secretary
MEETING DATE:	August 12, 2020
SUBJECT:	HP-2020-022 Proposed new infill dwelling on the vacant lands adjacent to 163 Sydenham.

The following Motion was adopted at the August 12, 2020 Cobourg Heritage Advisory Committee Meeting:

Moved by Member K. Bagshaw

WHEREAS, Planning and Heritage staff has reviewed the documentation associated with the proposed infill development of a detached dwelling on the vacant lands adjacent to 163 Sydenham Street and has concluded that the proposal is consistent with good heritage principles, is sympathetic to the heritage attributes and character of the neighbourhood, and meets the intent of the policies and guidelines as set out in the *West Heritage Conservation District Plan*;

THEREFORE, it is recommended that Heritage Permit Application HP-2020-022 as submitted by Katharine Spavins to permit an infill development of a detached dwelling on the subject property be approved, subject to the finalization of details with Planning and Heritage staff.

CARRIED

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Cobourg Heritage Advisory Committee	
FROM: TITLE:	Dave Johnson Planner I - Heritage	
DATE OF MEETING:	August 12, 2020	
TITLE / SUBJECT:	Heritage Permit Application: Proposed new infill dwelling on the vacant lands adjacent to 163 Sydenham.	
REPORT DATE:	August 7, 2020	File #: HP-2020-022

1.0 STRATEGIC PLAN

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

2.0 PUBLIC ENGAGEMENT

The Cobourg Heritage Advisory Committee (CHC) operates in accordance with the Advisory Committee and Local Board Policy and Procedures for municipal boards and committees in the Town of Cobourg.

In general, the CHC is comprised of seven (7) members: one (1) member of Council and six (6) citizen members which reflect the diverse interests of the community.

The agenda for a CHC meeting is prepared and distributed to all committee members and is posted on the Municipal Website at least forty-eight (48) hours in advance of the scheduled meeting date, in an electronic format where possible.

Existing heritage legislation does not prescribe public notification or meetings for approval of alterations to designated properties, however the Cobourg Heritage Master Plan and implementing Heritage Conservation District Plans and associated regulations/guidelines underwent extensive public consultation and engagement prior to their approval. Review and approval of Heritage Permits by the Town are undertaken within the context of these documents. The CHC also receives public delegations and communications/ correspondence from citizens in accordance with the Advisory Committee and

Local Board Policy and Procedures for municipal boards and committees in the Town of Cobourg.

3.0 RECOMMENDATION

WHEREAS, Planning and Heritage staff has reviewed the documentation associated with the proposed infill development of a detached dwelling on the vacant lands adjacent to 163 Sydenham Street and has concluded that the proposal is consistent with good heritage principles, is sympathetic to the heritage attributes and character of the neighbourhood, and meets the intent of the policies and guidelines as set out in the *West Heritage Conservation District Plan*;

THEREFORE, it is recommended that Heritage Permit Application HP-2020-022 as submitted by Katharine Spavins to permit an infill development of a detached dwelling on the subject property be approved, subject to the finalization of details with Planning and Heritage staff.

4.0 ORIGIN

In January 2019, a Consent application by Katharine Spavins was processed to permit the severance of the lands known municipally as 163 Sydenham Street to allow for a new infill building lot on the vacant parcel of land to the immediate east of 163 Sydenham Street. The application was conditional on a number of matters, including the execution of a Severance Agreement to address site and building design elements prior to final approval of any development.

Subsequently, an application for a Heritage Permit was received on July 29, 2020 from Katharine Spavins to undertake an infill development consisting of a detached dwelling at the vacant land adjacent to 163 Sydenham St.

The subject property is located in the West Heritage Conservation District designated under Part V of the Ontario Heritage Act and by By-law #27-90 as amended by By-law #118-91 By-law #044-2016.

In accordance with Ontario *Heritage Act*, the 90-day deadline for Council to deal with the application is October 27, 2020.

Proposed Scope of Work –

1. Construction of a new detached dwelling structure
 - a. Roof – to be a hip roof with large eave overhang with a wide cornice band below to be shake shingle in black – ancillary roof is flat with asphalt and gravel
 - b. Cladding to be a rough cast stucco finish in T21 – Gloucester Sage
 - c. Front Door to be fibreglass in M37 – Scrimshaw Ivory – with $\frac{3}{4}$ glass surrounded by pilasters supporting an entablature.

- d. Front Windows are in a 3 bay arrangement to be in-line fibreglass – colour to be Iron Ore – 30”x60”
- e. Exterior trim to be pre-painted metal or wood/PVC in M@* Whitewash white
- f. Porch/verandah to be wood/PVC decking in M28 Whitewash white – with square columns, black rails, flat porch roof with wide fascia and moulding
- g. Foundation to be Insulated Concrete Forms (ICF).
- h. Attached garage – integrated into the massing and design of the house and does not protrude the front of the house. Massing includes a second floor over the garage. Garage doors to be carriage style design.



Figure 1: Site plan of proposed infill development

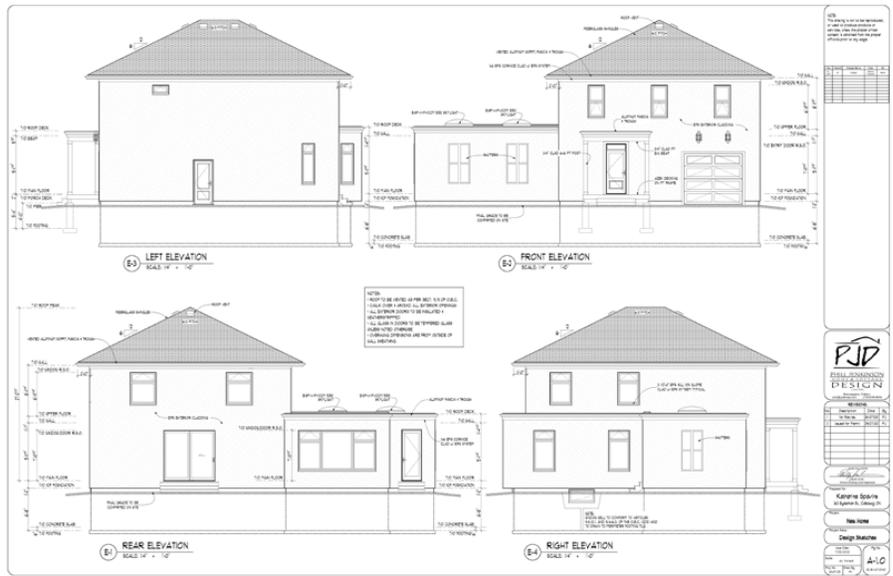


Figure 4: Rendering of new infill development



Figure 5: Rendering of new infill development – street facing elevation



Figure 6: Rendering of new infill development – aerial view



Figure 7: Rendering of new infill development – rear elevation



Figure 8: Rendering of new infill development – rear aerial view

- Heritage design colour board proposed, Main Body T21 Gloucester Sage, Front Door M37 Scrimshaw Ivory, Garage Garage Door Sample, In-Line Windows window Sample, any painted White M28 Whitewash White.



- Stucco texture only sample (Grey), Colour Sample T21 Gloucester Sage



Figure 9: Above: Colour samples of cladding, front door and garage door. Below stucco samples for siding.

5. Front Door Style and Door Glass proposed, colour M37 Scrimshaw Ivory, transom over door and garage door glass is same as centre textured glass in door.



6. Carriage Style Garage Door, with iron hardware.

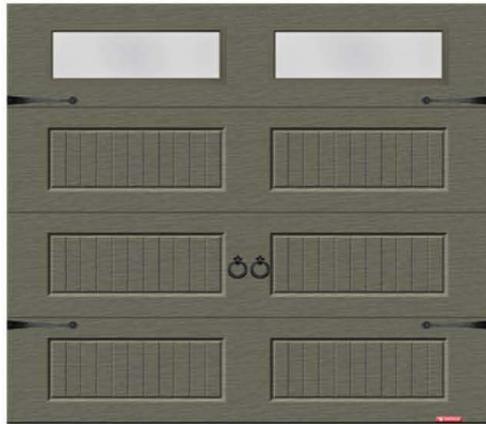


Figure 10: Above: Front door sample. Below: Garage door sample

7. In-Line Fiberglass Windows, colour Iron Ore.



8. Certainteed Designer Shake Shingle, Colour Max Def Moire Black



Max Def Moiré Black

Figure 11: Above – windows sample. Below – shingle sample

9. Example of Front porch column style, M28 Whitewash White



Note:

The proposed heritage area infill residence was designed based on the Cobourg Heritage Master Plan, West Heritage Conservation Guidelines, the Heritage In-Fill Guidelines, Ontario Building Code, Cobourg Planning Staff consultation and the Heritage Committee pre-consultation.

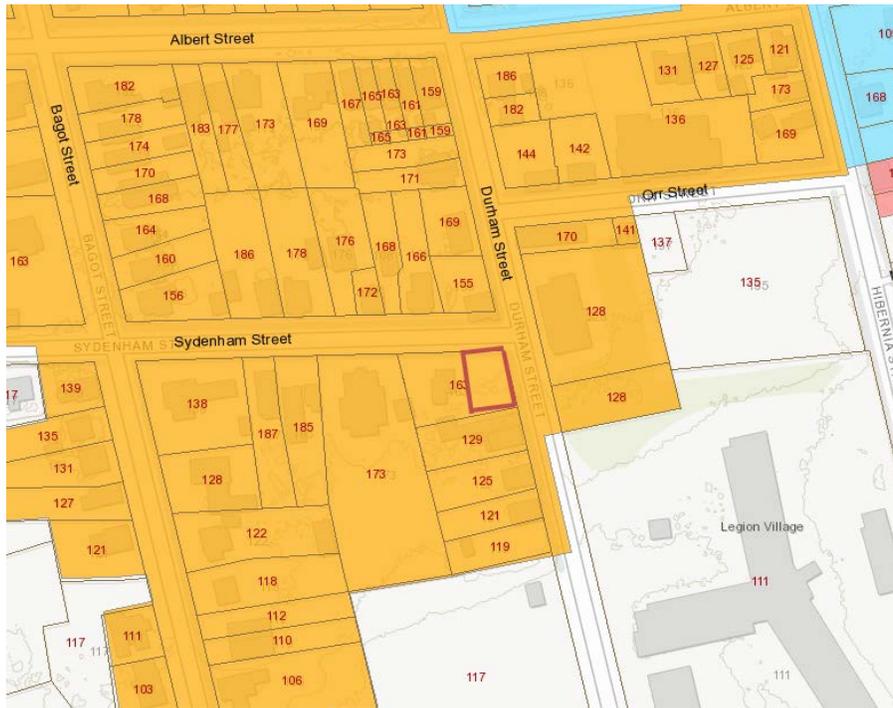
Figure 12: Front porch style sample

5.0 BACKGROUND

The subject property is located on the vacant lands adjacent to 163 Sydenham St on the south west corner of Sydenham Street and Durham, and is situated in the West Heritage Conservation District.

Geographic Context

Below: The subject property is shown outlined in red. The West HCD is indicated in orange. The Commercial Core HCD is indicated in blue. The properties shaded in pink are listed on the Municipal Heritage Register but are not formally designated.



Historical and Architectural Context

Staff would normally give an overview of the Historical and Architectural context, however, one is not available for 163 Sydenham at this time.

6.0 ANALYSIS

The Town of Cobourg's Heritage Master Plan was adopted by Council in 2016 to direct conservation and management of the Town's heritage resources. As part of this project, the existing Heritage Conservation District guidelines for all of the Town's Heritage Conservation Districts designated under Part V of the *Ontario Heritage Act* were reviewed, and new Heritage Conservation District Plans were prepared and adopted. The West Heritage Conservation District Plan which applies to the subject property was adopted by and by By-law #27-90 as amended by By-law #118-91 and by By-law 044-2016 on May 24th, 2016.

The Plan contains policies and guidelines for conservation and the management of growth and change in the West HCD. Policies are *requirements* that must be followed when undertaking alterations to buildings or changes to properties. Guidelines are best-practice *suggestions* to be considered when undertaking alterations to buildings or changes to properties.

The following section of this report provides excerpts from the West HCD Plan that are relevant to the evaluation of the proposed scope of work.

7.0 Infill development

There may be locations within the West District where infill development may occur over time, if buildings that do not contribute to the historic or architectural character are demolished or other circumstances arise to allow infill construction. New construction is permitted within the West District, provided it is compatible with the heritage character and conforms to the policies in this section. New infill shall follow other applicable Town of Cobourg guidance regarding site design and urban design.

7.1 New freestanding construction

Policies

- a) New freestanding construction will be required to be compatible with the heritage character and attributes of adjacent heritage properties and the cultural heritage value of the District. This means adhering to the character of the surrounding neighbourhood of the District with regards to lot patterns, heights, massing, setback, building scale, roof pitches and exterior materials.
- b) New construction shall be a product of its own time and not pretend to be historic by incorporating historic detail that is inappropriate in contemporary construction. New design may be a contemporary interpretation of historic forms and styles, but replicas of historic buildings are discouraged.
- c) Maintaining the height and rhythm of the existing streetscape will unify the District. Blank façades that face the street or are easily visible from the street are not permitted.
- d) The District contains a variety of roof forms, including front gable, side gable, cross gable and hipped. Any of these roof forms in a low to moderate pitch are appropriate for new infill. Where a dominant or consistent pattern exists within the streetscape, this shall be followed.
- e) Windows and entrance doors on the primary elevations of new buildings shall be compatible with the character of the neighbourhood, reflecting typical shapes, orientation and composition found within the District.



Infill that fits within the neighbourhood but is also distinct from historic homes.

- f) The Town of Cobourg Guidelines for Infill Development in Cobourg’s Heritage Conservation Districts shall also be consulted for additional guidance.
- g) Views are an important component to the District, and as such the policies and guidelines related to views (10.8) shall also apply to the consideration of infill development proposals.



Examples of building height and massing that is appropriate and inappropriate (source: Guidelines for Infill Development in Cobourg’s Heritage Conservation Districts).

Discussion

Prior to Council’s adoption of the West Heritage Conservation District (HCD) Plan in 2016, Heritage Permit applications were primarily evaluated against the Town of Cobourg’s Heritage Conservation District Guidelines and Parks Canada’s Standards and Guidelines for the Conservation of Historic Places in Canada. The West HCD Plan provides the same level of heritage conservation using best practices as expressed in the Standards and Guidelines for the Conservation of Historic Places in Canada, while continuing with a similar management of future change and potential new development within the West HCD as the previous HCD guidelines. The West HCD Plan is also consistent with the 2005 changes to the Ontario Heritage Act, the 2014 Provincial Policy Statement and the Ontario Heritage Toolkit.

Pre-consultation was conducted by Planning and Heritage staff in January 2020 and on an on-going basis to present day and the applicant also presented to the Cobourg Heritage Advisory Committee on July 8, 2020 for feedback.

New infill detached dwelling structure

The intent of the proposed work at 163 Sydenham Street is to infill a vacant lot with a new single detached house. The proposed new two storey residence will be centrally-located on the lot, will maintain a favourable relationship to the street, and will be compatible in scale and proportion to the neighbourhood. The new infill development will be a product of its own time, with modern materials, while also being sympathetic to the character defining features of the West Heritage Conservation District.

The new infill detached structure will maintain the height and rhythm of the existing streetscape, and will potentially add to the streetscape by filling in a blank space at the corner of two streets. The roof form is moderately pitched and the windows and entrances on the primary elevations appear to be compatible with neighbourhood. The front windows in particular appear to maintain a rhythm across the front façade on the structure and will be 30"x60". The new structure is setback appropriately from the street and maintains a more uniform street wall, especially with its existing neighbour at 163 Sydenham St. The proposed integrated garage does not detract from the design, nor is it the prominent feature of the façade, which is offset by an attractive front porch

The proposed infill development has been evaluated against the West HCD Plan, specifically the policies related to infill development and the Town's Infill Guidelines. It is my conclusion that, the proposal has been appropriately designed, and further the applicant retained a heritage architect to review and assist with the proposal.

In summary, I am of the opinion that the proposed infill development is in keeping with good heritage practices, and that the new building will be sympathetic to the attributes and character of the West HCD while being of its own time. In addition to the Heritage Permit, the owner will be required to apply for a Building Permit and Plumbing Permit through the Building Department.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no anticipated financial implications to the Town as a result of this Heritage Permit application.

8.0 CONCLUSION

The proposal as submitted is consistent with good heritage principles, is sympathetic to the heritage attributes and character of the neighbourhood, maintains a positive relationship with the street, and meets the policies and guidelines (specifically section 7) as set out in the West Heritage Conservation District Plan.

9.0 AUTHORIZATION/SIGNATURES

Report Prepared by:



Dave Johnson
Planner 1 – Heritage
Report Approved by:



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



 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Cobourg Heritage Advisory Committee	
FROM: TITLE:	Dave Johnson Planner I - Heritage	
DATE OF MEETING:	August 12 th , 2020	
TITLE / SUBJECT:	Roof Replacement – St. Peter’s Anglican Church – 240 College St.	
REPORT DATE:	August 7, 2020	File #: HP-2020-023

1.0 STRATEGIC PLAN

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

2.0 PUBLIC ENGAGEMENT

The Cobourg Heritage Advisory Committee (CHC) operates in accordance with the Advisory Committee and Local Board Policy and Procedures for municipal boards and committees in the Town of Cobourg.

In general, the CHC is comprised of seven (7) members: one (1) member of Council and six (6) citizen members which reflect the diverse interests of the community.

The agenda for a CHC meeting is prepared and distributed to all committee members and is posted on the Municipal Website at least forty-eight (48) hours in advance of the scheduled meeting date, in an electronic format where possible.

Existing heritage legislation does not prescribe public notification or meetings for approval of alterations to designated properties, however the Cobourg Heritage Master Plan and implementing Heritage Conservation District Plans and associated regulations/guidelines underwent extensive public consultation and engagement prior to their approval. Review and approval of Heritage Permits by the Town are undertaken within the context of these documents.

The CHC also receives public delegations and communications/correspondence from citizens in accordance with the Advisory Committee and Local Board Policy and Procedures for municipal boards and committees in the Town of Cobourg.

3.0 RECOMMENDATION

WHEREAS, Heritage and Planning staff has reviewed the proposed roof replacement at 240 College Street and has determined that the proposal would constitute a compatible alteration to the heritage structure and would conform to the provisions of the East Heritage Conservation District Plan;

THEREFORE, it is recommended that Heritage Permit Application HP-2020-023 as submitted by Peter G. Notter on behalf of St. Peter's Anglican Church to permit a dark gray metal shingle roof replacement be approved, subject to the finalization of details with Planning and Heritage Staff.

4.0 ORIGIN

An application for a Heritage Permit was received on July 29th, 2020 from Peter G. Notter on behalf of St. Peter's Anglican Church to undertake a roof replacement at 240 College St.

The subject property is located in the East Heritage Conservation District designated under Part V of the *Ontario Heritage Act*, and by By-law #27-90 as amended by By-law #118-91 and by By-law 043-2016.

In accordance with the *Ontario Heritage Act*, the 90-day deadline for Council to deal with the application is October 27, 2020.

Scope of Work

1. Install a new metal shingle roof (see appendix A – Description of work from a Heritage Architect) – Colour to be dark grey.
 - a. The new roof will be reinforced with larger timbers and include ventilation and thermal insulation. The changes will result in a slight increase in height by 250mm (9.8"), projection at the eaves will remain unchanged
 - b. Low profile roof ridge ventilation to be incorporated



Figure 1: Looking south - existing.



Figure 2: Looking south - proposed



Figure 3: Central roof – existing – looking east



Figure 4: Central roof – proposed – looking east



Figure 5: Existing roof – looking south



Figure 6: Proposed roof – looking south

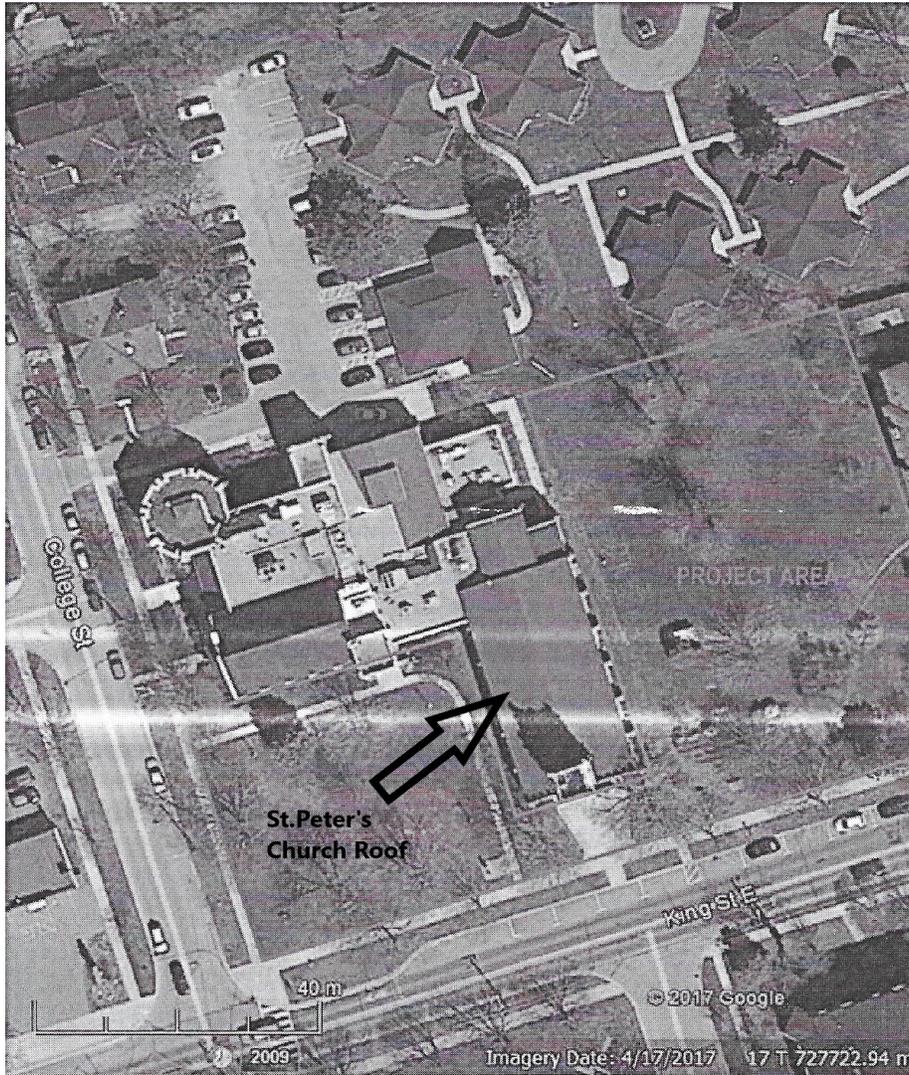


Figure 7: Site Plan

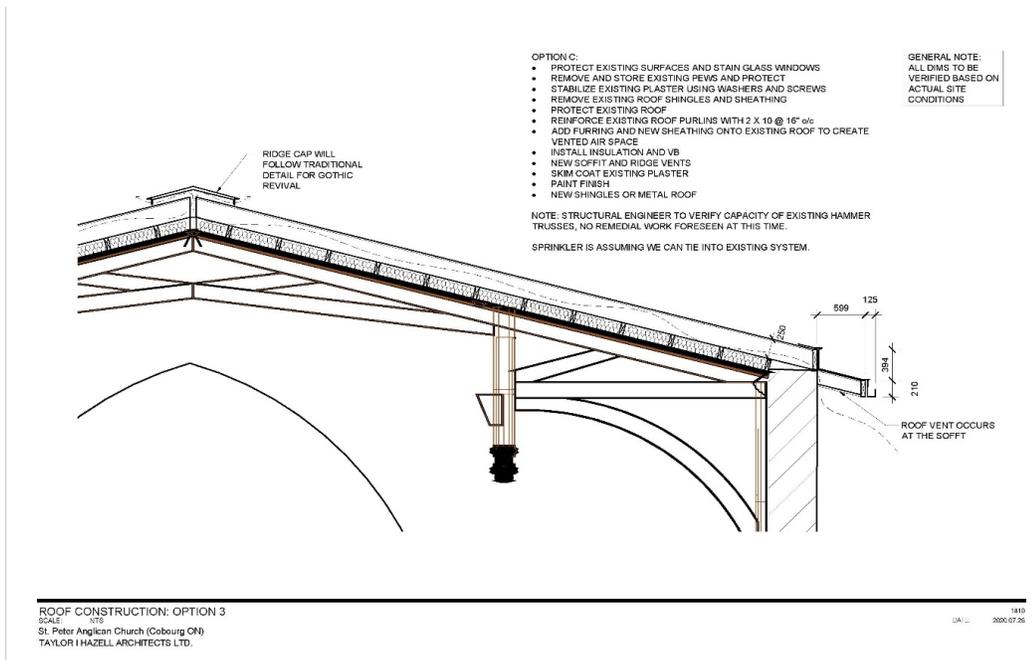


Figure 8: Roof cross section drawing

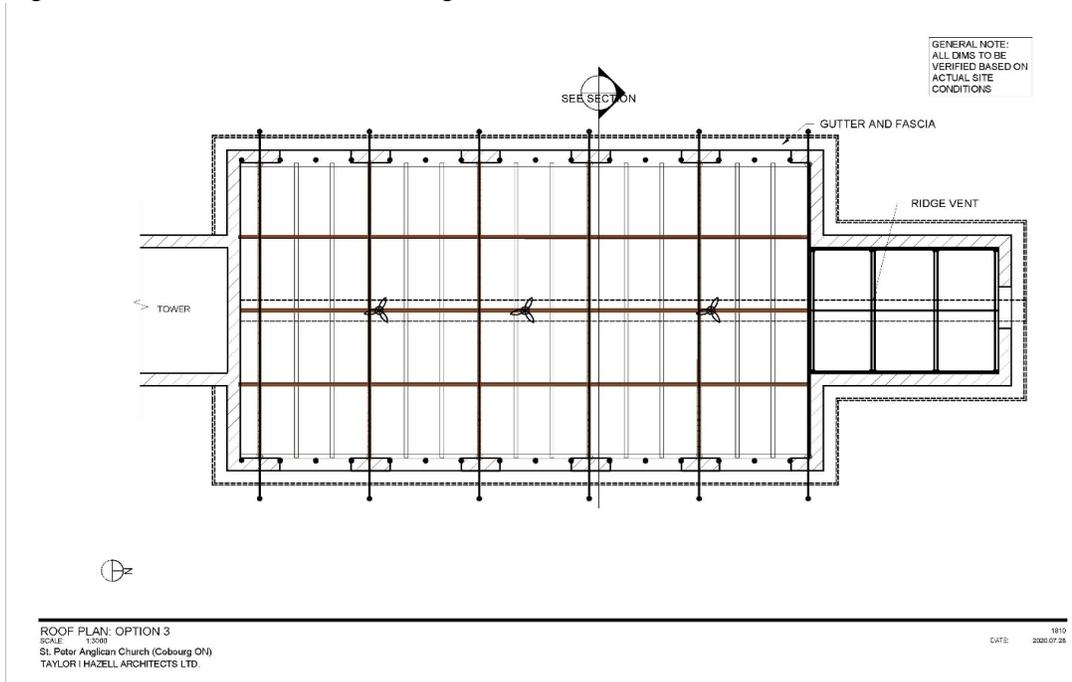


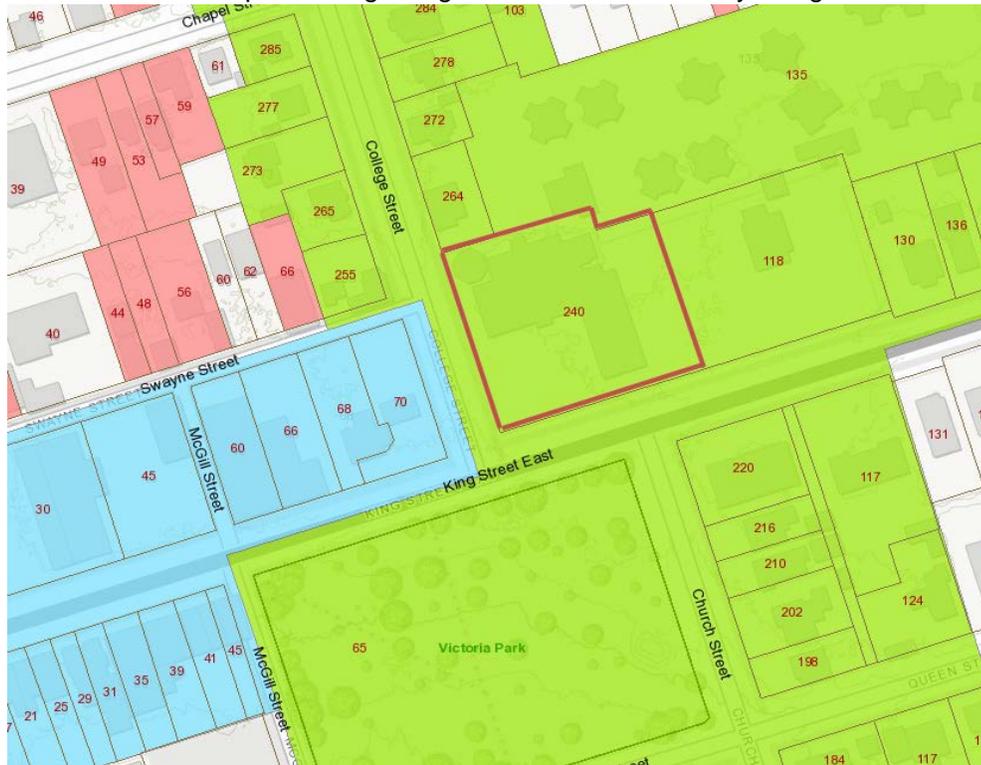
Figure 9: Roof plan overhead view

5.0 BACKGROUND

The subject property is located 240 College Street on the north east corner of King Street East and College Street.

Geographic Context

Below: The subject property is shown outlined in red. The East Heritage Conservation District is indicated in green. The Commercial Core Heritage Conservation District is indicated in blue, nearby properties shaded in pink are listed on the Municipal Heritage Register but are not formally designated.



Historical and Architecture Context

According to our files, in the year 1818, the Bishop of Quebec, whose jurisdiction then encompassed Upper and Lower Canada, felt the growing community in this area needed a permanent church. Thus, Rev. William Macauley was appointed to establish a parish in what was to become Cobourg. Macauley was the son of United Empire Loyalists, born in Kingston in 1794. He had been educated under Bishop John Strachan, a strong leader in the Church of England. The first services he held were in a wooden building that served as both the courthouse and jail on landed donated by the Burnham family. By 1820, a white clapboard

wooden church stood on St. Peter's present site. The weather vane was in the shape of a fish, so the village was dubbed 'Salmon City'. Eventually, the congregation outgrew this building. In 1844 the brick façade and tower were built onto the frame structure. Seven years later, Kivas Tully, the architect of Victoria Hall, designed the main body of the church. To minimize inconvenience to the congregation, the new church was built around the existing one and then the old building was removed. For a short time during construction services were held in the malt room of James Calcutt's brewery. The new church opened in 1854. A question raised was whether the pews should have doors or not. It was decided that those members who wanted their pews to have doors would pay 50% of the cost of materials. Additions and alterations occurred over the years creating the impressive complex seen today with Gothic and Romanesque revival influences. In 1977, the church faced a dilemma about the crumbling foundations which had moved the walls about 3 inches. The solution required the floor of the church and a large part of the east wall of the chancel to be removed for restoration work.

A mysterious vault was discovered in 1924 when the grounds were being levelled. A vault, 12 ft by 10 ft, located near the southeast corner of the church building was constructed to accommodate three bodies. However, only one was found in a lead casket shaped to the form of the body. A door led to the church with steps in good condition and another door led to the basement of the rectory.

6.0 ANALYSIS

The Town of Cobourg's Heritage Master Plan was adopted by Council to direct conservation and management of the Town's heritage resources. As part of this project, the existing Heritage Conservation District guidelines for all of the Town's Heritage Conservation Districts designated under Part V of the *Ontario Heritage Act* were reviewed, and Heritage Conservation District Plans were prepared. The East Heritage Conservation District Plan was adopted by By-law 043-2016 on May 24th, 2016.

The Plan contains policies and guidelines for conservation and the management of growth and change in the East HCD. Policies are *requirements* that must be followed when undertaking alterations to buildings or changes to properties. Guidelines are best-practice *suggestions* to be considered when undertaking alterations to buildings or changes to properties.

The following section of this report provides excerpts from the East Heritage Conservation District Plan that are relevant to the evaluation of the proposed scope of work.

6.o Alterations and additions to institutional buildings and structures

The former Victoria College (now a retirement residence) and St. Peter's Anglican Church are the two institutional properties that define the East District. Their unique architectural features and settings are somewhat different than the surrounding residential properties, and require specific policies in addition to those in earlier sections that are also applicable.

Policies

- a) Cupolas, clock towers, bell towers, church spires and other distinguishing features of institutional buildings shall be retained.
- b) Protect original wall surfaces from cleaning methods that may permanently alter or damage the appearance of the surface or give a radically new look to the building. For example, sandblasting, strong chemical cleaning solutions, or high pressure water blasting are to be avoided.
- c) Conservation best practices should be used when contemplating maintenance or alteration. Brick and stone masonry requires re-pointing from time to time and this process should be undertaken by tradespeople with appropriate expertise.
- d) Avoid the application of new finishes or coatings that alter the appearance of the original material, especially where they are substitutes for repair. Alterations that comprise unacceptable materials include: water repellent coatings, paint on brick or stone, aluminum or vinyl siding. Materials such as fibre cement board, metal panels, synthetic wood products and other modern materials will be considered on a case by case basis.
- e) Retain, repair and maintain the original materials and architectural detailing. Restore these elements when missing using historical photographs or documentation.
- f) Original roof forms, pitches and roof features shall be retained.
- g) Protect and maintain original window openings and distinguishing features such as materials, surrounds, frame, shutter, sash and glazing.
- h) Additions to institutional buildings shall be considered on a case by case basis and shall follow the guidelines outlined in Section 5.
- i) In addition to the policies in this plan, site specific policies or guidelines (such as designating by-laws, management plans, etc) for institutional buildings shall be followed.

Discussion

Prior to Council's adoption of the East Heritage Conservation District (HCD) Plan in 2016, Heritage Permit applications were primarily evaluated against the Town of Cobourg's Heritage Conservation District Guidelines and Parks Canada's Standards and Guidelines for the Conservation of Historic Places in Canada. The East HCD Plan provides the same level of heritage conservation using best practices as expressed in the Standards and Guidelines for the Conservation of Historic Places in Canada, while continuing with a similar management of future change and potential new development within the East HCD as the previous HCD guidelines. The East HCD Plan is also consistent with the 2005 changes to the Ontario Heritage Act, the 2020 Provincial Policy Statement and the Ontario Heritage Toolkit.

Pre-consultation was conducted by Heritage and Planning Staff with the applicant in through Winter/Spring of 2020. It was noted that the existing roof of the church is in poor condition and the current timber beams are undersized for the roof, and the applicants desire to replace the existing asphalt shingle roof with a longer lasting steel shingle roof.

Roof (See Appendix A)

St. Peter's Anglican Church at 240 College Street propose to replace their ageing asphalt shingle roof with a steel shingle roof in dark grey. The owners note that the existing timber support system is undersized and the current roof in in poor condition resulting in damage to the internal ceiling plaster and safety issues. The current roof does not have ventilation nor thermal insulation.

The owners are proposing an insulated steel shingle system in order to add a protective element to the roof, and will be more resilient to environmental elements than the existing roof. It is acknowledged that the alterations as proposed will increase the height of the roof by approximately 250mm (9.8"). A low profile ridge vent will be installed for increased airflow that will rise by 2 inches at the roofline. Staff note that there are no changes to the pitch and/form of the roof and all features will be maintained.

The proposed alteration has been evaluated against the *East HCD Plan*, specifically the policy relating to Institutional Buildings (Section 6), and it has been determined that the new roof is an acceptable/sympathetic alteration. There is no change to the roof pitch and all features will be maintained. No heritage features will be affected on the Church as a result of this application, except for the minor increase in height by 250mm (9.8"), heritage and planning staff is confident this is a very minor change in order to secure the structure for future generations.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no foreseen financial implications on the Municipality as a result of this Heritage Permit application.

8.0 CONCLUSION

The proposed alteration/improvements through the replacement of the asphalt shingle roof to an insulated dark grey metal shingle roof does not affect any heritage features of the structure and meets the policies as set out in the *East HCD Plan* (section 6) of the *Heritage Master Plan* for Cobourg, subject to the finalization of details by Planning and Heritage staff.

10.0 AUTHORIZATION/SIGNATURES

Report prepared by:



Dave Johnson
Planner 1 – Heritage

Report Approved By:



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



Appendix A

Description of Work Proposed

The renewal of the roof as proposed in this application originates from careful evaluation of its structure, deficiencies and attached plaster. The conclusion was that the structure was under designed leading to sagging of the roof structure notably the purlins and at the ridge beam. This is readily apparent from outside of the building where the roof plane and ridge have sagged.

It was of upmost important throughout this process that whatever method was proposed for the reinforcing of the structure, it would not undermine the appearance of the church as an important heritage landmark.

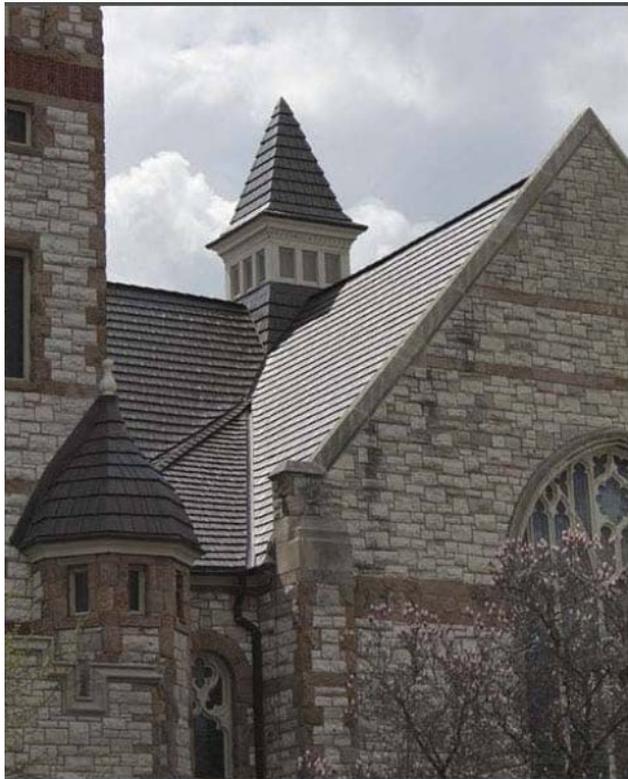
The approach that was adopted to correct this deficiency, while having some impact on the profile of the roofline at the ridge and eave, provided opportunities for mitigating visual impact. This is explained in the graphics that accompany this application.

The preferred approach to strengthening the roof involved removal of the sheathing and applying 2 by 10 inch rafters with sheathing on top of the existing roof. Venting occurs at the eave and ridge. This reduce the load on the historic roof by taking up most of the live load (primarily snow and ice), enable sagging of the roof and ridge beam to be leveled out and provide ventilation that will extend the longevity of the roof finish, historic plaster, decorative wood work and enable insulation above the ceiling.

The impact of this on the exterior roofscape will be at the ridge and eave. The approach that will be taken to mitigate this at the eave will be to set the applied structure from the eave, fascia and gutter by approximately 2 feet thereby preserving its appearance. The total height of the step up from the historic roof line is approximately 9.5 inches. The roof in this zone will be sheet metal.

The raised roof plane follows the slope of the roof to a ridge vent. The ridge vent will be continuous. It is raised approximately 2 inches from the roof line. The form of the ridge vent can be either neutral or can be decorative (a rolled ridge for example) though there is no evidence for a decorative detail at this time.

The roof surface can be either metal or asphalt shingle.





THA

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	THE CORPORATION OF THE TOWN OF COBOURG
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Adriane Miller, Recording Secretary
MEETING DATE:	August 12, 2020
SUBJECT:	HP-2020-023 Roof Replacement St. Peter's Anglican Church 240 College St.

The following Motion was adopted at the August 12, 2020 Cobourg Heritage Advisory Committee Meeting:

Moved by Member N. Beatty

WHEREAS, Heritage and Planning staff has reviewed the proposed roof replacement at 240 College Street and has determined that the proposal would constitute a compatible alteration to the heritage structure and would conform to the provisions of the East Heritage Conservation District Plan;

THEREFORE, it is recommended that Heritage Permit Application HP-2020-023 as submitted by Peter G. Notter on behalf of St. Peter's Anglican Church to permit a dark gray metal shingle roof replacement be approved, subject to the finalization of details with Planning and Heritage Staff

CARRIED

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM: TITLE:	Laurie Wills Director of Public Works	
DATE OF MEETING:	August 24, 2020	
TITLE / SUBJECT:	Northumberland County Professional Consultant Services Roster	
REPORT DATE:	August 5, 2020	File #:

1.0 STRATEGIC PLAN
NA

2.0 PUBLIC ENGAGEMENT
NA

3.0 RECOMMENDATION
 THAT Council approve for the Town of Cobourg to participate in the Professional Consultation Services Roster program,

 AND THAT Staff prepare a bi-annual report to Council summarizing all contracts awarded under the Roster program.

4.0 ORIGIN
 Northumberland County Request for Supplier Qualifications For Professional Consultant Services No.: 20-06

5.0 BACKGROUND
 This Request for Supplier Qualifications (“RFSQ”) was a public invite to all prospective respondents to qualify in accordance with an evaluation of responses for eligibility to provide Professional Consultant Services. The pre-qualification process is intended to identify firms that have proven qualifications and project experience to create a Qualified Supplier Roster that the County and its member municipalities can utilize for professional consultant services

on an as needed basis. The Qualified Supplier Roster will be used by the County of Northumberland, and its member municipalities, the Township of Alnwick/Haldimand, Town of Cobourg, Township of Cramahe, Township of Hamilton, Municipality of Port Hope, Municipality of Trent Hills, and the Municipality of Brighton. The Qualified Supplier Roster will be used for 5 years with the possibility of two one year extensions. The Qualified Supplier Roster includes various categories of professional consultant services, as follows:

- 1 Roads
- 2 Structures (Bridges and Culverts)
- 3 Linear Infrastructure
- 4 Water/Wastewater Treatment Facilities
- 5 Stormwater Management / Water Resources Engineering
- 6 Traffic
- 7 Architectural Consulting Services
- 8 Topographic Survey
- 9 Subsurface Utility Engineering
- 10 Geotechnical/Hydrogeological
- 11 Quantity Surveying and Cost Estimating Services
- 12 Archeological
- 13 GIS
- 14 Environmental Site Assessments
- 15 Solid Waste Management
- 16 Water Reservoirs
- 17 Lighting
- 18 Coastal/Shoreline Engineering
- 19 Asset Management
- 20 Structural Engineering - Facilities
- 21 Electrical Engineering - Facilities
- 22 Mechanical Engineering - Facilities

The number of categories has substantially increased from past rosters so that all Town departments can potentially utilize the Roster list. The Town has participated in the County Roster program in the past however not to the fullest of the intent of the program and typically it has only been utilized for road reconstruction designs valued at under \$50,000.

6.0 ANALYSIS

The RFSQ closed on February 20, 2020 and the County received submissions from 50 consulting firms across the 22 categories. The evaluation teams consisted of staff from the County and all member municipalities including Terry Hoekstra, Manager of Engineering and Capital Projects from the Town of Cobourg. Terry evaluated a total of 115 proposals over 11 categories. Each category consisted of 2-3 people from either the County or member

municipalities and after individual reviews were completed, each evaluation team met to discuss the results of their evaluations with the County's purchasing manager.

Consultant's who scored a minimum of 80% on the rated criteria were successful at being included in the Roster Program for the applicable category.

The rated criteria consisted of:

Part A: Qualifications relevant to Roster Category (50 points)

Part B: Company information (10 points)

Part C: Team – Experience and Qualifications(40 points)

Hourly rates provided by consultants were submitted separately and were not considered during the evaluation process. This is a common approach with Municipalities to evaluate consultants based on qualifications first and pricing secondarily. Hourly rates will be competitive since Staff will have the ability to choose which consultants to receive quotes from ie. if rates are too high, that consultant will not be chosen as often or at all to provide quotes.

References were also provided with each submission and successful firms were vetted by County Purchasing.

During the term of the Qualified Supplier Roster, the Town may select (single source) any of the qualified suppliers in the relevant Roster Category for approved projects valued at less than \$100,000 or invite all or any number of qualified suppliers in the relevant Roster Category to submit a quote in an invitational second-stage competitive process. The latter process is a requirement for all approved projects valued between \$100,000 to \$500,000.

Where this Roster Program differs from the Town's Purchasing Policy By-Law 016-2012 is where Section 4.4 requires a minimum of three (3) quotations be requested by staff for all projects under \$50,000 and award can be granted by the CAO. All projects over \$50,000 are required to go to public tender which is a very lengthy process and there are few projects anymore that are less than \$50,000. Capital design projects include design, public consultation, cost estimating, tender preparation and administration which can typically last 1+ years in duration. A road construction value in Cobourg is typically less than \$1,000,000.00 and design fees would normally be around 5% of the construction value or under \$50,000.00

The Qualified Supplier Roster is intended to streamline the award of contracts by pre-approving qualified consultants and waive the requirement for Council to award all projects over \$50,000 as long as they are all within the approved budget.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no direct financial implications to take part in the roster program however there will be a significant reduction in staff resources required as well as a reduction in the time that it typically takes to award a contract as long as bids/quotes received are within the budget approved by Council.

Currently, the procurement process for consulting services involves the following steps as well as typical timelines for each step:

1. Staff recommendations for annual budget approval of consultant work
2. Council deliberations and final budget approval
3. Staff preparation of Request for Proposal (RFP) document for public bidding (1-3 months)
4. RFP advertisement, preparation/issuance of addenda, bid period (2-4 weeks)
5. Staff review of detailed RFP including review of CV's, relevant experience, corporate profile, etc. (1-4 weeks)
6. Preparation of a report to Council for award recommendation (1 week)
7. Council approval (3 weeks)

Typical time from commencement to award can be 11-15 weeks. Using the Roster Program could reduce that to 2 weeks or as long as it takes to prepare a scope of work and receive a quote back from one or several consultants.

Utilizing the Roster Program would eliminate steps 4-7 and reduce the time required for step 3 whereby only a detailed scope of work would have to be prepared to be distributed to invitees upon requesting a quotation. Step 4 would still require a minimum of 1 week to allow consultants to prepare a quotation.

It should be noted that preparing a formal RFP submission to a municipality is an expensive undertaking for consultants. Depending on the scope of work, often it is not worth bidding on work due to time/staffing constraints and workload which may drive up prices. Having consultants on a roster significantly increases the chances of receiving competitive prices since the only time required on behalf of the consultant is to prepare the estimated hours for the project as hourly rates will have already been established through the RFSQ process. All other components of a typical RFP have been addressed through this pre-qualification process ie. relevant experience, corporate profile, resources, etc. so that Town staff do not have to continuously review lengthy proposals and evaluate each consultant for every project.

In summary, the roster program is intended to permit Staff to award approved professional services contracts on the following basis:

1. For approved projects up to \$100,000 - Option to use multiple quotations, single sourcing, or sole sourcing
2. For approved projects valued between \$100,000 and \$500,000 - Must obtain

multiple quotations from the Qualified Supplier Roster.

It would be expected that Staff would only single/sole source a project if they have substantial experience and knowledge of what the industry standards are for the costing of a project and can evaluate if a bid is good value or not.

For each project, an internal staff memorandum will be prepared for the CAO indicating the process followed for award, including justification for single/sole sourcing, so that documentation is available for reference, if needed.

Any bids received that exceed the approved budget must be approved by Council. All approved projects over \$500,000 will be publicly tendered and awarded by Council, as is current practice.

8.0 CONCLUSION

THAT Council approve for the Town of Cobourg to participate in the Professional Consultation Services Roster program,

AND THAT Staff prepare a bi-annual report to Council summarizing all contracts awarded under the Roster program.

9.0 POLICIES AFFECTING THE PROPOSAL

Purchasing Policy By-Law 016-2012

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Ian Davey, Treasurer/Director of Corporate Services

Department:

Finance

20-06 Professional and Consultant Services Roster
Category 1 - Roads

Supplier Name

CIMA Canada Inc

GHD Limited

AECOM Canada Ltd

The Municipal Infrastructure Group Ltd

Ainley Graham & Associates Limited

IBI Group Professional Services (Canada) Inc

20-06 Professional and Consultant Services Roster
Category 2 - Structures (Bridges and Culverts)

Supplier Name

AECOM Canada Ltd
GHD Limited
WSP Canada Inc
Dillon Consulting Limited
R.V. Anderson Associates Limited
Chisholm Fleming & Associates
Jewell Engineering Inc
Ainley Graham & Associates Limited

20-06 Professional and Consultant Services Roster
Category 3 - Linear Infrastructure

Supplier Name

CIMA Canada Inc

GHD Limited

The Greer Galloway Group Inc

WSP Canada Inc

Jewell Engineering Inc

The Municipal Infrastructure Group Ltd

D.M. Wills Associates Limited

Ainley Graham & Associates Limited

Dillon Consulting Limited

Engage Engineering Ltd

IBI Group Professional Services (Canada) Inc

AECOM Canada Ltd

20-06 Professional and Consultant Services Roster
Category 4 - Water/Wastewater Treatment Facilities

Supplier Name

CIMA Canada Inc

AECOM Canada Ltd

20-06 Professional and Consultant Services Roster
Category 5 - Stormwater Management / Water Resources Engineering

Supplier Name

The Municipal Infrastructure Group Ltd

AECOM Canada Ltd

CIMA Canada Inc

Dillon Consulting Limited

WSP Canada Inc

20-06 Professional and Consultant Services Roster
Category 6 - Traffic

Supplier Name

IBI Group Professional Services (Canada) Inc
CIMA Canada Inc
AECOM Canada Ltd
GHD Limited

20-06 Professional and Consultant Services Roster
Category 7 - Architectural Consulting Services

Supplier Name

AECOM Canada Ltd
Barry Bryan Associates
Salter Pilon Architecture Inc
The Ventin Group Ltd
CIMA Canada Inc
McKnight Charron Limited Architects

20-06 Professional and Consultant Services Roster
Category 8 - Topographic Survey

Supplier Name

CIMA Canada Inc

J.D. Barnes Limited

BluMetric Environmental Inc

Ainley Graham & Associates Limited

20-06 Professional and Consultant Services Roster
Category 10 - Geotechnical/Hydrogeological

Supplier Name

Golder Associates Ltd
GHD Limited
WSP Canada Inc
Cambium Inc
Malroz Engineering Inc

20-06 Professional and Consultant Services Roster
Category 11 - Quantity Surveying and Cost Estimating Services

Supplier Name

Turner & Townsend cm2r Inc
AECOM Canada Ltd

20-06 Professional and Consultant Services Roster
Category 12 - Archaeological

Supplier Name

Archaeological Research Associates Ltd
Golder Associates Ltd
Archaeological Services Inc
WSP Canada Inc

20-06 Professional and Consultant Services Roster
Category 13 - GIS

Supplier Name

AECOM Canada Ltd
CIMA Canada Inc
ESRI Canada Limited
Golder Associates Ltd
WSP Canada Inc
D.M. Wills Associates Limited
Cambium Inc

20-06 Professional and Consultant Services Roster
Category 14 - Environmental Site Assessments

Supplier Name

SNC Lavalin Inc

WSP Canada Inc

BluMetric Environmental Inc

Cambium Inc

Golder Associates Ltd

GHD Limited

Malroz Engineering Inc

OH Environmental Inc O/A OHE Consultants

Peritus Environmental Consultants Inc

20-06 Professional and Consultant Services Roster
Category 15 - Solid Waste Management

Supplier Name

SNC Lavalin Inc

GHD Limited

BluMetric Environmental Inc

Golder Associates Ltd

Cambium Inc

Dillon Consulting Limited

20-06 Professional and Consultant Services Roster
Category 16 - Water Reservoirs

Supplier Name

AECOM Canada Ltd

CIMA Canada Inc

R.V. Anderson Associates Limited

WSP Canada Inc

20-06 Professional and Consultant Services Roster
Category 17 - Lighting

Supplier Name

GHD Limited
CIMA Canada Inc
WSP Canada Inc

20-06 Professional and Consultant Services Roster
Category 18 - Coastal/Shoreline Engineering

Supplier Name

GHD Limited

AECOM Canada Ltd

GEI Consultants Inc

WSP Canada Inc

CIMA Canada Inc

Shoreplan Engineering Limited

20-06 Professional and Consultant Services Roster
Category 19 - Asset Management

Supplier Name

AECOM Canada Ltd
Dillon Consulting Limited
WSP Canada Inc
GHD Limited
CIMA Canada Inc

20-06 Professional and Consultant Services Roster
Category 20 - Structural Engineering - Facilities

Supplier Name

GHD Limited

Barry Bryan Associates

AECOM Canada Ltd

WSP Canada Inc

IRC Building Sciences Group

R.V. Anderson Associates Limited

20-06 Professional and Consultant Services Roster
Category 21 - Electrical Engineering - Facilities

Supplier Name

AECOM Canada Ltd
WSP Canada Inc
Kirkland Engineering Ltd
Durham Energy Specialists Limited
MCW Consultants Ltd
Quasar Consulting Group

20-06 Professional and Consultant Services Roster
Category 22 - Mechanical Engineering - Facilities

Supplier Name

AECOM Canada Ltd
Durham Energy Specialist Limited
MCW Consultants Ltd
GHD Limited
R.V. Anderson Associates Limited
WSP Canada Inc
The Greer Galloway Group Inc



**Request for Supplier Qualifications
For
Professional Consultant Services**

Request for Supplier Qualifications No.: **20-06**

Issued: **January 24, 2020**

Submission Deadline: **February 20, 2020 at 2:00 p.m. local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Supplier Qualifications (“RFSQ”) is an invitation by the Corporation of the County of Northumberland (the “County”) to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to provide **Professional Consultant Services** as further described in Section A of the RFSQ Particulars (Appendix B) (the “Deliverables”).

The prequalification process is intended to identify firms that have proven qualifications and project experience to create a roster that the County and its member municipalities can utilize for professional consultant services on an as needed basis (the “Qualified Supplier Roster”). The Qualified Supplier Roster will be used by the County of Northumberland, and its member municipalities, the Township of Alnwick/Haldimand, Town of Cobourg, Township of Cramahe, Township of Hamilton, Municipality of Port Hope, Municipality of Trent Hills, and the Municipality of Brighton. For simplicity, The County and its member municipalities will be referred to as “the County” in this document.

The Qualified Supplier Roster will be used for 5 years with the possibility of two one year extensions.

The Qualified Supplier Roster will include various categories of professional consultant services, as shown in Table 1 (the “Roster Categories”). Respondents may submit responses for prequalification in one or more of the Roster Categories, as further described in Section A of the RFSQ Particulars in Appendix B.

Table 1: Roster Categories

Category Number	Category Name
1	Roads
2	Structures (Bridges and Culverts)
3	Linear Infrastructure
4	Water/Wastewater Treatment Facilities
5	Stormwater Management / Water Resources Engineering
6	Traffic
7	Architectural Consulting Services
8	Topographic Survey
9	Subsurface Utility Engineering
10	Geotechnical/Hydrogeological
11	Quantity Surveying and Cost Estimating Services
12	Archeological
13	GIS
14	Environmental Site Assessments
15	Solid Waste Management
16	Water Reservoirs
17	Lighting
18	Coastal/Shoreline Engineering
19	Asset Management
20	Structural Engineering - Facilities

21	Electrical Engineering - Facilities
22	Mechanical Engineering - Facilities

Information about the County, including the County's Purchasing By-law, can be found by visiting our web page at <http://www.northumberlandcounty.ca>

1.2 Prequalification Process

Responses will be evaluated in accordance with the evaluation process set out in Part 2 of this RFSQ. Based on the evaluation of responses, certain respondents will be selected for inclusion in each of the Roster Categories in the Qualified Supplier Roster.

In order to be included on the Qualified Supplier Roster, selected respondents must enter into the Master Agreement in the form set out in Appendix C (the "Master Agreement"), which will govern the potential subsequent provision of the Deliverables.

During the term of the Qualified Supplier Roster, the County may select any of the qualified suppliers in the relevant Roster Category for projects valued at less than \$100,000 or invite all of the qualified suppliers in the relevant Roster Category to compete in invitational second-stage competitive processes ("Roster Competitions"), for projects valued between \$100,000 to \$500,000.

The County may periodically require all suppliers on the Qualified Supplier Roster to provide documentation for reassessment of their qualifications. The reassessment will be based on the same requirements and evaluation process set out in this RFSQ. Suppliers that do not continue to satisfy the qualification requirements set out in this RFSQ will be removed from the Qualified Supplier Roster.

Suppliers that fail to perform contracts awarded through a Roster Competition in a satisfactory manner will be removed from the Qualified Supplier Roster. Suppliers may also be removed from the Qualified Supplier Roster for reasons of conflict of interest or unethical conduct.

Suppliers that are removed from the Qualified Supplier Roster will not be eligible to re-qualify for inclusion on the Qualified Supplier Roster for a period of three (3) years.

New suppliers will be permitted to apply for qualification and inclusion on the Qualified Supplier Roster at any time. The County will consider new applications and refresh the Qualified Supplier Roster on a semi annual basis and will notify applicants of the outcome. The same qualification requirements and evaluation process that are set out in this RFSQ will apply to the ongoing application process.

A supplier that applies for qualification and is not selected for inclusion on the Qualified Supplier Roster will not be permitted to reapply for a period of one (1) year.

1.3 RFSQ Timetable

Issue Date of RFSQ	January 24, 2020
Deadline for Questions	February 11, 2020 at 2:00 p.m. local time
Deadline for Issuing Addenda	February 14, 2020
Submission Deadline	February 20, 2020 at 2:00 p.m. local time
Rectification Period	3 business days
Anticipated Execution of Master Agreement	April 2020

The RFSQ timetable is tentative only and may be changed by the County at any time. For greater clarity, business days means all days that the County is open for business.

1.4 Submission of Responses

1.4.1 Electronic Submission Only

Responses must be submitted electronically through the County's online portal at

<https://northumberlandcounty.bidsandtenders.ca>

(the "Bidding System").

1.4.2 Responses Must Be Received on Time

Responses must be submitted on or before the Submission Deadline. Responses submitted after the Submission Deadline will not be accepted. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

1.4.3 Response Submission Format

All respondents shall have a bidding system vendor account and be registered as a plan taker for the RFSQ opportunity, which will enable the respondent to download the solicitation document, to receive addenda email notifications, download addenda and submit their responses electronically through the bidding system. Respondents will also need to register for the Roster Category(ies) that they are interested in responding to, in order to fill out the applicable online forms and submit the applicable information for the relevant Roster Category(ies).

Respondents are cautioned that the timing of their submission is based on when the response is received by the bidding system, not when a response is submitted by a respondent, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the County recommends that respondents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the County's bidding system web clock.

Respondents should contact the RFSQ Contact at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the respondent advising when the response was submitted successfully. If respondents do not receive a confirmation email, they should contact the RFSQ Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a respondent has obtained this solicitation document from a third party, the onus is on the respondent to create a bidding system vendor account and register as a plan taker for the opportunity at <https://northumberlandcounty.bidsandtenders.ca>.

1.4.4 Amendment of Response

Respondents may amend their responses prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended response is received by the bidding system by the Submission Deadline.

1.4.5 Withdrawal of Response

At any time throughout the RFSQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted response. To withdraw a response prior to the Submission Deadline, the respondent is solely responsible for ensuring that the response is withdrawn through the bidding system. To withdraw a response after the Submission Deadline, a notice of withdrawal must be sent to the RFSQ Contact and must be signed by an authorized representative of the respondent.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

The County will conduct the evaluation of responses in the following three stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. Pricing information will be reviewed by an administrative representative of the County to the extent necessary to determine if the mandatory submission requirements are met, but will not be reviewed by the evaluation committee until after Stage II.

If a response fails to satisfy all of the mandatory submission requirements, the County will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that the County issues a rectification notice to the respondent.

The mandatory submission requirements are set out in Section C of the RFSQ Particulars (Appendix B).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The County will review the responses to determine whether the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix B) have been met. Questions or queries on the part of the County as to whether a response has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

2.4 Ranking and Selection

Based on the evaluation of the responses, all respondents meeting the Minimum Threshold(s) set out in the Rated Criteria table in Section F of the RFSQ Particulars (Appendix B) will be selected for inclusion on the Qualified Supplier Roster.

2.5 Notification of Selected Respondents

The respondents selected by Northumberland County will be so notified by Northumberland County in writing. Each selected respondent will be required to satisfy the pre-conditions of selection listed in Section E of the RFSQ Particulars (Appendix B) within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response made in a response should reference the applicable section numbers of this RFSQ.

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response but not attached will not be considered to form part of its response.

3.1.4 References and Past Performance

In the evaluation process, the County may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with the County or other institutions.

3.1.5 Information in RFSQ Only an Estimate

The County and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFSQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by the County

The County will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by the County to purchase any goods or services from any respondent, and the County is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables. The County makes no guarantee of the value or volume of the Deliverables that may be required over the term of the Master Agreement. Neither the Master Agreement, nor any agreement entered into pursuant to an invitational second-

stage competitive process, will be an exclusive contract for the provision of the Deliverables. The County may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFSQ

3.2.1 Respondents to Review RFSQ

Respondents should promptly examine all of the documents comprising this RFSQ, and may direct questions or seek additional information in writing by using the following link and clicking on the "Submit a Question" button for the applicable bid document on or before the Deadline for Questions set out in the RFSQ Timetable: <https://northumberlandcounty.bidsandtenders.ca>.

No such communications are to be sent via any other method than set out above. The County is not responsible for any information obtained by any other means. The County is under no obligation to provide additional information.

It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The County is not responsible for any misunderstanding on the part of the respondent concerning this RFSQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFSQ may be amended only by addendum in accordance with this section. If the County, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by the County through the bidding system. Respondents will be required to check a box for acceptance of addenda before submitting their response through the bidding system.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the County determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the County may extend the Submission Deadline for a reasonable period of time.

3.2.4 Post-Deadline RFSQ Contact

After the Submission Deadline, for the purposes of this procurement process, the "RFSQ Contact" will be:

purchasing@northumberlandcounty.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the County, other than the RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's response.

3.2.5 Verify, Clarify and Supplement

When evaluating responses, the County may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix B). The County may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the selected respondents have been notified, the other respondents may be notified directly in writing and will be notified by public posting in the same manner that this RFSQ was originally posted of the outcome of the RFSQ process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSQ process. All requests must be in writing to the RFSQ Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFSQ process, it should provide written notice to the RFSQ Contact in accordance with the County's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFSQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the County in the preparation of its response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The County may disqualify a respondent for any conduct, situation or circumstances determined by the County, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

3.4.3 Disqualification for Prohibited Conduct

The County may disqualify a respondent or terminate any contract subsequently entered into if the County determines that the respondent has engaged in any conduct prohibited by this RFSQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSQ or selection of respondents pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFSQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the County; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.8 Past Performance or Past Conduct

The County may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the County, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the County

All information provided by or obtained from the County in any form in connection with this RFSQ either before or after the issuance of this RFSQ

- (a) is the sole property of the County and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFSQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSQ Contact; and
- (d) must be returned by the respondents to the County immediately upon the request of the County.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the County. The confidentiality of such information will be maintained by the County, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the County's advisers retained to advise or assist with the RFSQ process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted through the "Submit a Question" link identified in section 3.2.1 above, or, if the Submission Deadline has passed, to the RFSQ Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFSQ will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the County will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the County by this RFSQ process.

3.6.3 Cancellation

The County may cancel or amend the RFSQ process without liability at any time.

3.7 Governing Law and Interpretation

The Terms and Conditions of RFSQ Process (Part 3)

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

Respondents should refer to the instructions attached to the solicitation for the Appendix A – Submission Form requirements and provide that information in accordance with the instructions provided in the bidding system.

APPENDIX B – RFSQ PARTICULARS

A. THE DELIVERABLES

All categories include, but are not necessarily limited to, the details provided below. Respondents are should be able to perform the majority of the work within a Roster Category on their own without the use of sub-consultants. Respondents should submit responses for each Roster Category for which they would like to be considered that is most applicable to the work performed by their company; this could mean that Respondents submit under only one Roster Category, or multiple Roster Categories.

Category 1 – Roads : Environmental assessments, preliminary design, detailed design, specification and tender preparation, contract administration and inspection, condition inspection for existing roads, PCIs, peer reviews, etc.

Category 2 – Structures (Bridges, Culverts and Retaining Walls): Environmental assessments, preliminary design, detailed design, contract administration and inspection, condition inspections, OSIMs, peer reviews, etc.

Category 3 – Linear Infrastructure: Design, specification and tender preparation, contract administration and inspection of new or rehabilitation of gravity sewers, forcemains and watermains.

Category 4 – Water/Wastewater Treatment Facilities: Environmental assessments, upgrades, process design, specification and tender preparation, contract administration and inspection, rehabilitation, compliance, monitoring, etc.

Category 5 – Stormwater Management / Water Resources Engineering: Design, specification and tender preparation and contract administration and inspection of improvements to stormwater systems, stormwater ponds, ditches, drainage swales, etc.

Category 6 – Traffic: Transportation planning, traffic operational and safety studies, traffic engineering, traffic signals timing plan reviews, design of traffic signals, traffic data collection, traffic counts.

Category 7- Architectural Consulting Services: Rehabilitation and/or reconstruction of existing buildings and/or new structures including feasibility reports, building audits, conceptual planning, site design and zoning, schematic design, design development, detailed design, preparation of specifications and tender documents, facility condition assessments, and contract administration and inspection.

Category 8 - Topographic Survey: Topographic surveys, and preparation of base plans, layout.

Category 9 - Subsurface Utility Engineering: Characterizing, mapping of underground utilities, designating, locating, and data management, Quality Levels, D, C, B and A, surveying, updating GIS records.

Category 10 - Geotechnical/Hydrogeological: QA/QC testing, geotechnical investigations, hydrogeological investigations, environmental/chemical analysis, soil management plans.

Category 11 - Quantity Surveying and Cost Estimating Services: Bottom-up estimates for new construction, demolition, peer reviews of cost estimates, etc.

Category 12 – Archeological: Phase 1, 2, 3 and 4 Assessments, Heritage/Cultural Assessments, etc.

Category 13 – GIS: Data creation and analysis, plan, design and implementation of spatial solutions and application integration and aerial photo acquisition using GIS and spatial data best practices.

Category 14 - Environmental Site Assessments: Phase 1 and 2 Environmental Site Assessments.

Category 15 - Solid Waste Management: Landfill monitoring and reporting, environmental assessments, design, specification and tender preparation, contract administration and inspection, and asbestos remediation.

Category 16 - Water Reservoirs: Design for improvements and rehabilitation including design, specification and tender preparation, contract administration and inspection.

Category 17 – Lighting: Street lighting, exterior lighting, electrical engineering services, specification and tender preparation, contract administration, etc.

Category 18 - Coastal/Shoreline Engineering: Design, specification and tender preparation and contract administration, studies, and recommendations.

Category 19 - Asset Management: Preparation of Asset Management Plans, asset condition inspection and rating, asset lifecycle and costing.

Category 20 - Structural Engineering – Facilities: Structural engineering services related to the rehabilitation and/or reconstruction of existing or new facilities, detailed audits/condition assessments of existing structures/facilities, reporting, feasibility studies, review of building elements, review reports and work with other disciplines, design of structural elements, preparation of specifications, and tender documents, contract administration, submission of permits to necessary regulatory authorities, cost estimates.

Category 21 – Electrical Engineering – Facilities: Relevant electrical engineering services for rehabilitation and/or reconstruction of existing or new facilities, condition assessments of existing equipment, reporting, feasibility studies, review reports and work with other disciplines, design of new electrical elements, preparation of specifications, and tender documents, contract administration, submission of permits to necessary regulatory authorities, cost estimates.

Category 22 – Mechanical – Facilities: Relevant mechanical engineering services for rehabilitation and/or reconstruction of existing or new facilities, condition assessments of existing equipment, reporting, feasibility studies, review reports and work with other disciplines, design of new mechanical elements, preparation of specifications, and tender documents, contract administration, submission of permits to necessary regulatory authorities, cost estimate, design of (but not limited to) HVAC, chillers, boilers.

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Online Submission Form (Appendix A)

By submitting an online response to this RFSQ, and to be eligible for consideration, each respondent acknowledges its acceptance of the RFSQ Terms and Conditions of this document.

2. Submissions

Each respondent shall upload their response(s) including all information outlined in the Rated Criteria, relevant to the Roster Category(ies) that they are submitting for. All information for a category should

be contained in one pdf document. Respondents shall submit a separate response for each Roster Category that they want to be considered for. If a Respondent is submitting for more than one Roster Category and needs to upload more than one (1) pdf document, the Respondent should combine the documents into one Zipped file, as per the instructions stated below.

If uploading a zipped file containing more than one (1) pdf document, please ensure each document is named, in relation to the Roster Category item being responding to, for example, if responding to the Architectural Consulting Services category, save the document as "Category 7 - Architectural Consulting Services".

Other Online Mandatory Submission Requirements

Please see all other required forms in the online bidding system. The response submission will not be complete unless all required documents are completed and submitted.

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Master Agreement

To be included on the Qualified Supplier Roster, the selected respondent must execute the Master Agreement.

Insurance

Within 7 days of written notification that the respondent has been selected to be included on the Qualified Supplier Roster, the selected responded must submit a valid Certificate naming Northumberland County as an additional insured for the coverage and amounts stated in the Master Agreement.

WSIB

Within 7 days of written notification that the respondent has been selected to be included on the Qualified Supplier Roster, the selected responded must submit a valid Workplace Safety and Insurance Board Clearance Certificate, as outlined in the Master Agreement.

F. RATED CRITERIA

Respondents are to submit one (1) response for each Roster Category they would like to be considered for. Respondents are reminded that there is no limit to the number of Roster Categories that may submit for. All submission pages should be letter size with font size of 11 pt.

The format for each category response shall be one (1) pdf document including the following:

Title Page: Include company information and name of Roster Category for which the Respondent would like to be considered.

Part A: Qualifications relevant to Roster Category

Part B: Company information
 Part C: Team – Experience and Qualifications (Including Resumes)
 Part D: References

Submissions should include thorough details to allow for a comprehensive evaluation based on the Rated Criteria included herein. Failure to provide all requested information as detailed in this section may result in the respondent being disqualified or scored poorly in the evaluation.

The following sets out the rated criteria and weightings for the RFSQ. Respondents who do not meet all minimum threshold scores or who do not receive an overall score of 80% of available points for rated criteria will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Roster Category – Qualifications Relevant to Roster Category	50	N/A
ii. Company Information	10	N/A
iii. Team Experience and Qualifications	40	N/A
iv. References	Pass/Fail	N/A
Total Points	100	80%

The County expects that all respondents will provide proof of experience, competency and expertise as it relates to the requirements of this RFSQ. Each response will be rated based on the rated criteria listed in the table above; each rated criteria category is described below in further detail.

1. Roster Category: Qualifications Relevant to Roster Category

- A description of the project experience relevant to the specific Roster Category that resides within your company, and completed by your team, include examples of recent projects, the client and contact information. Additionally include knowledge and experience with federal/provincial agencies, commissions, regulatory authorities, etc.
- Names of professionals who will be responsible for executing the projects within this Roster Category, their past experience with this specific Roster Category.

Company Information

- Corporate profile
- Corporate Certifications and Accreditations PEO Registration, OAA Registration or other professional designations as appropriate.
- Health and Safety Program
- Quality Management Program
- List of services provided to the County in the last five years
- Company must have been in business for at least five years

2. Team – Experience and Qualifications

For each Professional/Consultant, project manager and technical staff that will be directly involved/assigned to a possible Roster Assignment, include the following information in submitted resumes:

- Qualifications: professional status, designations and membership affiliations, employment history and years of service, current position and responsibilities.
- Expertise: specific specialty or area of extensive experience.
- Experience: recent successfully completed projects and level of responsibilities.

3. References

- Submissions are to include a list of at least three (3) references the County may contact. The County reserves the right to contact the references provided or any others deemed appropriate by the County and/or member municipalities.
- References should be from sources of similar project experience relevant to the Roster Categories. Include projects where various timelines and schedules were managed successfully.
- In each case include the Company Name, Title of the Project, Size and Scope, Construction Value, the Year the Project was Completed, Contact Person(s), Contact Title, Phone Number and Email Address.
- The County reserves the right to obtain and consider reference feedback from County Staff having experience with a Respondent who has provided these services to the County of Northumberland within the last three years.

APPENDIX C – MASTER AGREEMENT

MASTER AGREEMENT FOR ROSTER FRAMEWORK

(the “Master Agreement”)

BETWEEN:

The Corporation of the County of Northumberland

(referred to as the “Coordinating Entity”)

AND:

[*LEGAL NAME OF SUPPLIER*]

(referred to as the “Supplier”)

WHEREAS, the Coordinating Entity issued RFSQ No. **[*insert RFSQ #*]** (the “RFSQ”) to qualify potential suppliers for eligibility to provide **[*insert name of Deliverables*]** (the “Deliverables”) to the members of the Coordinating Entity’s purchasing group (each referred to in the singular as the “Purchaser” or collectively as the “Purchasers”);

AND WHEREAS, pursuant to the RFSQ, the Supplier was selected to be included on a roster of qualified suppliers (the “Qualified Supplier Roster”) for potential provision of the Deliverables to the Purchasers pursuant to second-stage selection processes that maybe conducted by the Purchasers;

NOW THEREFORE, the parties agree as follows:

1. Term of Master Agreement

This Master Agreement shall take effect on the **[*insert date*]** and shall be in effect for a period of **[*insert # of years*]** years, with an option in favour of the Coordinating Entity to extend the term for an additional period of up to **[*insert # of years*]** years, unless it is terminated earlier in accordance with the terms of this Master Agreement or otherwise by operation of law.

2. Coordinating Entity and Supplier Representatives

The Coordinating Entity Representative and contact information for the Master Agreement is:

[*insert name and title of the Coordinating Entity’s representative responsible for managing the Master Agreement and contact details, including mailing address and email address*]

The Supplier Representative and contact information for the Master Agreement is:

[*insert name and title of Supplier representative for the purposes of the Master Agreement and contact details, including mailing address and email address*]

3. Scope of Master Agreement

- 3.1 This Master Agreement governs the relationship between the Coordinating Entity and the Supplier in respect of the potential provision of the Deliverables by the Supplier to the Purchasers.
- 3.2 The Supplier acknowledges that there is no obligation whatsoever on any Purchaser to invite or select the Supplier to provide any Deliverables under this Master Agreement.
- 3.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Coordinating Entity in respect of the total quantities or values of the Deliverables to be requested by them pursuant to this Master Agreement and the Supplier acknowledges and agrees that it has not entered into this Master Agreement on the basis of any such undertaking, statement, promise or representation.
- 3.4 The Supplier acknowledges that in entering into this Master Agreement no form of exclusivity has been conferred on, or volume guarantee has been granted by the Coordinating Entity in relation to the provision of the Deliverables by the Supplier and that the Coordinating Entity and all Purchasers are at all times entitled to enter into other contracts and agreements with other Suppliers for the provision of any or all services or goods which are the same as or similar to the Deliverables.
- 3.5 While the Coordinating Entity has entered into the Master Agreement to establish a Qualified Supplier Roster for use by the Purchasers, the execution of this Master Agreement shall not in any way create any legal duties, obligations or liabilities on the part of the Coordinating Entity in respect of the purchase and sale of the Deliverables. Any contract for the purchase and sale of any Deliverables shall be between the Supplier and each individual Purchaser. The Coordinating Entity shall not be responsible for the payment of any Deliverables provided by the Supplier to a Purchaser.

4. Management of The Qualified Supplier Roster

- 4.1 The Supplier acknowledges that, during the term of this Master Agreement, the Coordinating Entity may permit other suppliers to apply for qualification and inclusion on the Qualified Supplier Roster. The same qualification requirements, evaluation process and Master Agreement that are set out in the RFSQ will apply to the ongoing application process for the purpose of qualifying new suppliers for inclusion on the Qualified Supplier Roster.
- 4.2 The Supplier acknowledges that, during the term of this Master Agreement, the Coordinating Entity may suspend or remove suppliers from the Qualified Supplier Roster for reasons of poor performance, conflict of interest or unethical conduct in respect of the provision of Deliverables.
- 4.3 If suspended from the Qualified Supplier Roster, the Supplier will not be eligible to participate in Roster Competitions during the period of suspension. If removed from the Qualified Supplier Roster, the Supplier will no longer be eligible to participate in Roster Competitions and will not be eligible to re-qualify during the term of the Qualified Supplier Roster.

5. Second-Stage Selection Process

5.1 The Supplier is a potential provider of the Deliverables and the Supplier may be selected by a Purchaser to provide the Deliverables to the Purchaser during the term of this Master Agreement.

5.2 If and when a Purchaser requires the Deliverables, the Purchaser may select a supplier from the Qualified Supplier Roster to supply the Deliverables in accordance with the following:

(a) If the value of the project is \$100,000 or less, the Purchaser may select one or more supplier(s) from the Qualified Supplier Roster to submit a quote for the required Deliverables, or may elect to invite all eligible suppliers on the Qualified Supplier Roster to participate in a second-stage competitive process (the “**Roster Competition**”).

(b) If the value of the project is greater than \$100,000, the Purchaser will invite all eligible suppliers on the Qualified Supplier Roster to participate in a Roster Competition.

6. Provision Of Deliverables

6.1 If the Supplier is selected to provide the Deliverables to the Purchaser, the Supplier will enter into a contract with the Purchaser based on the Service Schedule in the form of Schedule 2 to this Master Agreement.

6.2 The provision of the Deliverables will be governed by the terms and conditions contained in Schedule 1 of this Master Agreement – Standard Terms and Conditions - and the specific terms and conditions of the Roster Competition and any Service Schedule entered into between the Purchaser and Supplier in respect of the Deliverables.

7. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Master Agreement as of the date written below.

The Corporation of the County of Northumberland

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Purchaser.

[Insert Supplier's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

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ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Purchaser has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Purchaser and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Purchaser Confidential Information” means all information of the Purchaser that is of a confidential nature, including all confidential information in the custody or control of the Purchaser, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For greater certainty, Purchaser Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Purchaser, the Supplier or any third-party; (ii) all information (including Personal Information) that the Purchaser is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the Purchaser or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Purchaser Representative” is as set out in the Service Schedule;

“Contract” means the aggregate of:

- (a) any Service Schedule entered into by the Supplier;
- (b) the Master Agreement, including these Standard Terms and Conditions;
- (c) the RFSQ, including any addenda; and
- (d) the Supplier’s Submission in response to the RFSQ.

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

“Deliverables” means everything developed for or provided to the Purchaser in the course of performing under the Contract or agreed to be provided to the Purchaser under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Indemnified Parties” means the Purchaser and the Purchaser’s officials, directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Purchaser;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the Purchaser to the Supplier, or provided by the Supplier to the Purchaser, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Supplier Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

“Term” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the Purchaser or the Supplier.

ARTICLE 2 – GENERAL TERMS

2.01 No Indemnities from the Purchaser

Notwithstanding anything else in the Contract, any express or implied reference to the Purchaser providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Purchaser beyond the obligation to pay the Rates in respect of Deliverables accepted by the Purchaser, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Failure to Enforce Not a Waiver

Any failure by the Purchaser to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Purchaser of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

2.05 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Purchaser Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN PURCHASER AND SUPPLIER

3.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the Purchaser under the Contract.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the Purchaser or to assume or create any obligation or responsibility, express or implied, on behalf of the Purchaser. The Supplier shall not hold itself out as an agent, partner or employee of the Purchaser. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Purchaser and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the Purchaser on a non-exclusive basis. The Purchaser makes no representation regarding the volume of goods and services required under the Contract. The Purchaser reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.05 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

3.06 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Purchaser. Such consent shall be in the sole discretion of the Purchaser and subject to the terms and conditions that may be imposed by the Purchaser. Without limiting the generality of the conditions which the Purchaser may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing

contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Purchaser.

3.07 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the Purchaser and shall comply with any terms and conditions subsequently prescribed by the Purchaser resulting from the disclosure.

3.08 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Purchaser without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Purchaser to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the Purchaser. This paragraph shall survive any termination or expiry of the Contract.

3.09 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from the Purchaser.

4.02 Deliverables Warranty

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Purchaser, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Purchaser in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide the Purchaser with evidence of the Supplier's compliance with this section upon request by the Purchaser.

4.04 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the Purchaser, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the Purchaser's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Purchaser, unless specifically agreed by the Purchaser in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the Purchaser. Receipt of the Deliverables at the Purchaser's location does not constitute acceptance of the Deliverables by the Purchaser. The Deliverables are subject to the Purchaser's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Purchaser, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the Purchaser in a rectification notice.

4.05 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the Purchaser, any access to or use of the Purchaser property, technology or information that is not necessary for the performance of its contractual obligations with the Purchaser is strictly prohibited. The Supplier further acknowledges that the Purchaser may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

4.06 Notification by Supplier of Discrepancies

During the Term, the Supplier shall advise the Purchaser promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.07 Change Requests

The Purchaser may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Purchaser change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Purchaser and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 Pricing for Requested Changes

Where a Purchaser change request includes an increase in the scope of the previously contemplated Deliverables, the Purchaser shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between

the Purchaser and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Purchaser, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 Time

Time is of the essence of the Contract.

4.11 Rights and Remedies Not Limited to Contract

The express rights and remedies of the Purchaser and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Purchaser or any other obligations of the Supplier at law or in equity.

4.12 Supplier to Comply with the Purchaser's Accessibility Requirements

The Supplier covenants and agrees to ensure that the Deliverables provided hereunder are consistent with the *Ontario Human Rights Code* ("OHRC"), the *Ontarians Disabilities Act, 2001* ("ODA") and the *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and their respective regulations in order to achieve accessibility for Ontarians with disabilities. Without limiting the generality of the foregoing, the Supplier covenants and agrees to comply with the Purchaser's accessibility standards, policies, practices and procedures, as same may be in effect during the term of the Agreement and apply to the Deliverables to be provided hereunder by the Supplier.

4.13 Human Rights

The Purchaser is committed to hosting a work environment in which everyone is treated with respect, and no one is subject to discrimination. This commitment stems from the Purchaser's own philosophy and the Purchaser's obligations under the Ontario Human Rights Code. During the term of the Contract, the Supplier shall ensure that its employees and subcontractors behave in a manner that is appropriate, respectful, and consistent with the provisions of the Ontario Human Rights Code.

Any breach of the Ontario Human Rights Code by the Supplier, its employees or subcontractor will result in the removal of that person or persons from the Purchaser's premises. In addition, the breach of these conditions by the Supplier, its employees and subcontractors could result in the termination of the Contract and/or the barring of the Supplier and its subcontractors from entering into subsequent contracts with the Purchaser.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 Payment According to Contract Rates

The Purchaser shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

5.02 Hold Back or Set Off

The Purchaser may hold back payment or set off against payment if, in the opinion of the Purchaser acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

5.03 No Expenses or Additional Charges

There shall be no other charges payable by the Purchaser under the Contract to the Supplier other than the Rates established under the Contract.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

5.05 Withholding Tax

The Purchaser shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist the Purchaser in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Purchaser shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 6 – CONFIDENTIALITY

6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Purchaser. The Purchaser may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Purchaser without the prior written consent of the Purchaser. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Purchaser.

6.02 Purchaser Confidential Information

During and following the Term, the Supplier shall: (a) keep all Purchaser Confidential Information confidential and secure; (b) limit the disclosure of Purchaser Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Purchaser Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Purchaser and (ii) in respect of any Purchaser Confidential Information about any third-party, the written consent of such third-party; (d) provide Purchaser Confidential Information to the Purchaser on demand; and (e) return all Purchaser Confidential Information to the Purchaser on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

6.03 Restrictions on Copying

The Supplier shall not copy any Purchaser Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.04 Notice of Breach

The Supplier shall notify the Purchaser promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Purchaser Confidential Information.

6.05 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Purchaser or to any third-party to whom the Purchaser owes a duty of confidence, and that the injury to the Purchaser or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Purchaser is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 Notice and Protective Order

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Purchaser Confidential Information, the Supplier will provide the Purchaser with prompt notice to that effect in order to allow the Purchaser to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Purchaser and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of Purchaser Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Purchaser) that such Purchaser Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such Purchaser Confidential Information subject to those terms and conditions.

6.07 Records and Legislative Compliance

The Supplier and the Purchaser acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the Purchaser determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Purchaser; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Purchaser representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Purchaser would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Purchaser may be disclosed by the Purchaser where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 Purchaser Intellectual Property

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Purchaser to the Supplier shall remain the sole property of the Purchaser at all times.

7.02 No Use of the Purchaser Insignia

The Supplier shall not use any insignia or logo of the Purchaser except where required to provide the Deliverables, and only if it has received the prior written permission of the Purchaser to do so.

7.03 Ownership of Intellectual Property

The Purchaser shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the Purchaser and the Purchaser accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Purchaser all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier

grants to the Purchaser a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Purchaser.

7.04 Supplier's Grant of License

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Purchaser a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Purchaser.

7.05 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Purchaser to modify, further develop or otherwise use the Deliverables in any way that the Purchaser deems necessary, or that would prevent the Purchaser from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

7.06 Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 Supplier Indemnity

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Purchaser, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 Insurance

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain.

Subject to any additional requirements or modifications to this section set out in the Service Schedule, the Supplier must have the following minimum insurance:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000** per occurrence and including products and completed operations liability. The policy is to include the following:
- the Purchaser as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - contractual liability coverage
 - cross-liability and severability of interests clause
 - employers liability coverage
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with suitable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (b) Automobile liability insurance coverage and policy limits covering owned, non-owned and rented automotive equipment providing at least \$2,000,000 coverage for injury, death or property damage resulting from each occurrence.
- (c) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than **\$2,000,000** per claim and in the annual aggregate.

8.03 Proof of Insurance

The Supplier shall provide the Purchaser with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Supplier shall provide the Purchaser with renewal replacements on or before the expiry of any such insurance. Upon the request of the Purchaser, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Purchaser and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.04 Workplace Safety and Insurance

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid

coverage by means of a current clearance certificate to the Purchaser upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the Purchaser for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 Immediate Termination of Contract

The Purchaser may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Purchaser and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the Purchaser; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Purchaser; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the Purchaser may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Purchaser. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Purchaser may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Purchaser to immediately terminate the Contract.

9.03 Termination on Notice

The Purchaser reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

9.04 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the Purchaser, provide the Purchaser with any completed or partially completed Deliverables; (b) provide the Purchaser with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Purchaser pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be

required by the Purchaser to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the Purchaser, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 Supplier's Payment Upon Termination

On termination of the Contract, the Purchaser shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Purchaser may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the Purchaser under the Contract, at law or in equity.

9.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Purchaser exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the Purchaser giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 Evaluation of Performance

The Supplier will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Supplier fails to perform its obligations under the Contract, the Purchaser may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

Schedule 2 – Form of Service Schedule

Pursuant to the Master Agreement, the Purchaser and the Supplier shall enter into a Contract for the provision of assignment-specific Deliverables in accordance with the following Service Schedule:

SERVICE SCHEDULE

BETWEEN:

[*LEGAL NAME OF THE PURCHASER*]

(referred to as the "Purchaser")

AND:

[*LEGAL NAME OF SUPPLIER*]

(referred to as the "Supplier")

WHEREAS, the Purchaser has selected the Supplier to provide the particular Deliverables described herein pursuant to the terms of the Master Agreement and the terms set out below;

NOW THEREFORE, the parties agree as follows:

Article 1 – Definitions and Interpretation

- 1.1 Unless otherwise specified in the Service Schedule, capitalized words and phrases shall have the meaning set out in the Master Agreement.
- 1.2 In the event of a conflict or inconsistency in the provisions of this Service Schedule and the Standard Terms and Conditions in Schedule 1 of the Master Agreement, the specific terms and condition contained in this Service Schedule will govern.

Article 2 – Contacts for Service Schedule

- 2.1 The Supplier's contact for purposes of this Service Schedule will be:

[*insert Supplier contact name, phone, facsimile and e-mail*]

- 2.2 The Purchaser's contact for purposes of this Service Schedule will be:

[*insert the Purchaser contact name, phone, facsimile and e-mail*]

Article 3 - Term of Service Schedule

3.1 This Service Schedule is effective as of the **[*insert start date*]** (the “Effective Date”) and will expire on **[*insert expiry date*]** (the “Expiry Date”). The Purchaser will have the option to extend this Service Schedule for one further period of up to **[*insert extension period*]**, such extension to be upon the same terms (including Rates in effect at the time of extension), conditions and covenants contained in this Service Schedule, excepting the option to renew. The option will be exercisable by the Purchaser upon thirty (30) days prior written notice to the Supplier, setting forth the precise duration of the extension.

Article 4 – Deliverables, Rates and Payment Process

4.1 The Supplier agrees to provide the Deliverables to the Purchaser as described in the Master Agreement and as more particularly specified in Appendix A (Assignment) to this Service Schedule. Subject to the Master Agreement, the Rates for the provision of the Deliverables will be as specified in Appendix B (Rates) to this Service Schedule.

Article 5 - Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

[Purchaser’s Full Legal Name]

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Purchaser.

[Supplier’s Full Legal Name]

Signature:

Name:

Title:

Date of Signature:

I have authority to bind the Supplier.

Appendix A to Service Schedule - Assignment

Appendix B to Service Schedule - Rates

[end of Service Schedule]

20-06 - Request for Supplier Qualifications for Professional and Consultant Services

Bid Number: 20-06

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your submission may be rejected.

Each respondent shall upload their response(s) including all information outlined in the Rated Criteria, relevant to the Roster Category(ies) that they are submitting for. All information for a category should be contained in one pdf document. Respondents shall submit a separate response for each Roster Category that they want to be considered for. If a Respondent is submitting for more than one Roster Category and needs to upload more than one (1) pdf document, the Respondent should combine the documents into one Zipped file, as per the instructions stated below.

If uploading a zipped file containing more than one (1) pdf document, please ensure each document is named, in relation to the Roster Category being responding to, for example, if responding to the Architectural Consulting Services category, save the document as "Category 7 - Architectural Consulting Services".

- RFSQ Response * (mandatory)

Bid Number: 20-06

Appendix B Submission Forms

1. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the RFSQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between the County and the respondent unless and until the County and the respondent execute a written agreement for the Deliverables pursuant to a subsequent invitational second-stage procurement process.

2. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ.

3. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the County prior to the Deadline for Issuing Addenda.

4. No Prohibited Contact

The respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

5. Disclosure of Information

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by the County to the advisers retained by the County to advise or assist with the RFSQ process, including with respect to the evaluation of this response



I have the authority to bind the organization.

You must declare all potential Conflicts of Interest, as defined in the Conflict of Interest terms in the solicitation document. This includes disclosing the names and all pertinent details of all individuals (employees, advisors, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the County of Northumberland within twelve (12) months prior to the Submission Deadline.

By selecting "no" in the box below, you will be deemed to declare that (a) there was no Conflict of Interest in preparing your submission and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Otherwise, if the statement below applies, check the "yes" button.

- You declare that there is an actual or potential Conflict of Interest relating to the preparation of your submission, and/or you foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Yes No

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

Bid Number: 20-06

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Bid Number: 20-06

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM: TITLE:	Laurie Wills Director of Public Works	
DATE OF MEETING:	August 24, 2020	
TITLE / SUBJECT:	Downtown Parking and Transit Fares Update	
REPORT DATE:	August 6, 2020	File #:

1.0 STRATEGIC PLAN
NA

2.0 PUBLIC ENGAGEMENT
NA

3.0 RECOMMENDATION
 THAT Council permit Staff to re-implement the collection of fares for downtown parking and transit when Victoria Hall is open to the public,
 AND THAT Staff ensure that a minimum of two weeks notice is provided to the public through all available media outlets.
 AND THAT Council direct Staff to implement one of the following options:
 Option 1: Continue with reduced service hours at a savings of \$5,400/week
 Option 2: Re-Implement normal operating hours including extended Wheels service

4.0 ORIGIN
Free transit and parking fares due to COVID19 pandemic.

5.0 BACKGROUND
 The closure of Victoria Hall due to the pandemic limited residents to obtain parking passes online and transit passes are not available online so both have been free since March. Transit buses have had to be rear door entry as well to protect drivers from close interactions with riders. Transit hours have also been

reduced to save on operational costs and in response to rider demand.

6.0 ANALYSIS

As Staff prepare for Town facilities to open up to the public, parking and transit passes will once again be available for all residents to purchase in person at Victoria Hall. Prior to collecting fares again there are a few final steps required to be completed:

- Downtown Parking: Remove 'no parking' bags/signs, ensure all meters are operational.
- Transit: Install 'bio-barriers' for drivers and sneeze guards between bus seats where possible on all buses. Staff are obtaining quotes for the bio-barriers as well as schedules for supply and installation on the buses.

Staff will prepare a media blitz to notify all residents of when Downtown Parking and transit fare collection will resume. A minimum of 2 weeks notice will be provided to ensure that residents have the opportunity to buy passes if they choose. It should be noted that the implementation of fee collection for parking and for transit may not be established on the same date depending on the schedule for the barrier installation on the buses. The plastic product is in high demand and installation will have to occur after transit hours which may be difficult for the supplier to accommodate.

Operating Hours:

The current reduced schedule appears to be accommodating riders for their needs as Staff have not received any complaints related to essential needs such as employment or healthcare appointments.

Ridership is still substantially reduced for conventional and Wheels:

Month	% Decline		Daily Average Ridership	
	Conventional	Wheels	Conventional	Wheels
March	45%	86%	126	3.3
April	60%	93%	93	1.8
May	62%	91%	92	2.2
June	57%	87%	106	2.9
July	48%	84%	128	3.8

Average Daily Conventional 2019	224
Average Daily Wheels 2019	23

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

To date, savings (~\$150,000) have exceeded budgeted revenues (\$116,500). Assuming that ridership remains at 50% and fee collection commences on September 1, the expected revenue to the end of the year is estimated to be \$20,000 to \$25,000. The revenue generated prior to March 18, when transit became free, is just under \$30,000.

Council may choose to continue to save the maximum amount of operating costs by choosing Option 1 or resume normal (pre-COVID19) operating conditions by choosing Option 2.

Option 1: Keep reduced schedule until December 31, 2020

- Total savings realized between April 18 and December 31 with reduced schedules: \$215,000

Option 2: Return to regular operating hours including extended Wheels service (assume start date of October 1)

- Total savings realized between April 18 and December 31 with reduced schedules: \$150,000

8.0 CONCLUSION

THAT Council permit Staff to re-implement the collection of fares for downtown parking and transit when Victoria Hall is open to the public,
AND THAT Staff ensure that a minimum of two weeks notice is provided to the public through all available media outlets.

AND THAT Council direct Staff to implement one of the following options:

Option 1: Continue with reduced service hours at a savings of \$5,400/week

Option 2: Re-Implement normal operating hours including extended Wheels service

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Brent Larmer, Municipal Clerk
Ian Davey, Treasurer/Director of Corporate Services

Department:

Clerks
Finance

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM: TITLE:	Laurie Wills Director of Public Works	
DATE OF MEETING:	August 24, 2020	
TITLE / SUBJECT:	Execute Transfer Payment Agreement with Investing in Canada Infrastructure Program (ICIP) – Transit Stream	
REPORT DATE:	August 12, 2020	File #:

1.0 STRATEGIC PLAN

Invest in programs, services and infrastructure to make Cobourg more accessible.

2.0 PUBLIC ENGAGEMENT

The Accessibility Advisory Committee and the Town's Accessibility Coordinator will be involved throughout the procurement process.

3.0 RECOMMENDATION

That the Town of Cobourg Council authorize execution of an agreement with Her Majesty the Queen in right of Ontario represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Town of Cobourg for the Investing in Canada Infrastructure Program Public Transit Stream - Replacement of Rolling Stock (3 Buses).

4.0 ORIGIN

Investing in Canada Infrastructure Program (ICIP) funding.

5.0 BACKGROUND

The useful life of the 30' conventional buses is 12 years. Both of the Town's conventional buses were purchased in 2009 and are due for replacement in 2021. The useful life of the 8m Wheels bus is 8 years and the Town's back up Wheels bus was due for replacement in 2014. This bus has been out of service for over a year and the Town has been utilizing the operating contractor's bus

as a back up vehicle.

In 2019, the Town of Cobourg entered into an agreement with the Metrolinx Transit Procurement Initiative (TPI) to take advantage of cost savings as well as to have the advantage of Metrolinx facilitating the acquisition process for transit bus procurement.

The Metrolinx TPI has become one of North America's most innovative transit procurement programs. Over 46 transit agencies across Ontario have participated in the program since 2006. Purchasing new buses through the Metrolinx procurement process typically results in better pricing for the Town of Cobourg because of the number of buses being ordered. In addition, the Town benefits from all the other procurement services that Metrolinx TPI provides, such as:

- Industry experienced TPI staff to develop detailed technical specifications, develop the RFP and manage the contract
- Enhanced contract terms and product warranties
- Increased quality control through in-plant inspection of buses
- Evaluation Committee made up of transit participants
- Fairness Commissioner services to oversee the procurement process, where applicable.
- Preparation of the Purchase Agreement for the Municipality

The outcome of the program is an approved list of a variety of vehicles that best suit the needs of the participating municipalities. The Town can then choose from the list, the most appropriate vehicle for its purpose.

6.0 ANALYSIS

A copy of the Transfer Payment Agreement is attached.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The total estimated cost for the project is \$1,240,454.40. The funding is split between the Provincial (33.33%) and Federal (40%) Governments, resulting in the Town's share being approximately \$330,829.19 (26.67%).

The 2020 Public Works budget is allocating \$160,000 for a new Wheels bus. In 2021, it is anticipated that a 50% deposit (~\$265,000) will be required to order a replacement 30' bus and 50% upon delivery in 2022.

In 2022, it is anticipated that a 50% deposit (~\$265,000) will be required to order a second replacement 30' bus and 50% upon delivery in 2023.

All funding is required to be spent by 2029.

8.0 CONCLUSION

That the Town of Cobourg Council authorize execution of an agreement with Her Majesty the Queen in right of Ontario represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Town of Cobourg for the Investing in Canada Infrastructure Program Public Transit Stream - Replacement of Rolling Stock (3 Buses).

The Transfer Payment Agreement is now permitted to be submitted back to the Ministry electronically (Scanned PDF).

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Brent Larmer, Municipal Clerk
Ian Davey, Treasurer/Director of Corporate Services

Department:

Clerks
Finance

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

THIS TRANSFER PAYMENT AGREEMENT for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the “Agreement”) is effective as of the Effective Date.

B E T W E E N

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the Town of Cobourg

(the “**Recipient**”)

BACKGROUND

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

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

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (“Bilateral Agreement”), for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees to provide contribution funding to Ontario under the public transit stream of ICIP.

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

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out one or more public transit infrastructure projects.

Cobourg and Ontario ICIP TPA

The Province has submitted to Canada for approval and Canada has approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project or Projects, as the case may be.

The Agreement sets out the terms and conditions upon which ICIP funds will be provided to the Recipient for carrying out the Project or Projects, as the case may be.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Budget, Timelines, and Standards
 - Sub-schedule "C.1" - Project Description, Budget, and Timelines
- Schedule "D" - Reports
 - Sub-schedule "D.1" - Project Tier Classification and Other Information
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
 - Sub-schedule "J.1" - Form of Certificate from Recipient
 - Sub-schedule "J.2" - Form of Declaration of Project Substantial Completion
 - Sub-schedule "J.3" - Form of Certificate from a Professional Engineer for Project Substantial Completion
 - Sub-schedule "J.4" - Form of Certificate from an Independent Engineer to Certify Progress
- Schedule "K" - Committee

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

3.2 **Electronic Delivery.** The Agreement may be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of each Project, that:

Cobourg and Ontario ICIP TPA

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

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

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

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any

determination under Article A.28.0 (Environmental Requirements and Assessments) and Article A.29.0 (Aboriginal Consultation);

- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the Minister of
Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

The Corporation of the Town of Cobourg

Date

Name: John Henderson
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Brent Larmer
Title: Clerk

I have authority to bind the Recipient.

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SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

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

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

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

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

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

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

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

"Authorities" means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement or any Project, or both.

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

“Budget” means, in respect of a Project, the Project budget set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province has elected to be closed for business.

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

“Canadian Content Policy” means the *Ministry of Transportation Canadian Content for Transit Vehicle Procurement Policy*, as amended from time to time.

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

“Certificate from an Independent Engineer to Certify Progress” means a Certificate from an Independent Engineer to Certify Progress in the form set out in Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress).

“Committee” refers to a Committee established pursuant to section A.30.1 (Establishment of Committee).

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

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

“Declaration of Project Substantial Completion” means a Declaration of Project Substantial Completion in the form set out in Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion).

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

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

“Environmental Laws” means all applicable federal, provincial, or municipal laws, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment, public, or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

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

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

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

“Federal Approval Date” means the date on which Canada has approved a Project identified in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Funding Year” means:

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

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

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

“ICIP” means the federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

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

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for contribution by the Province and Canada under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

“Project Substantial Completion Date” means, in respect of any Project, the Project Substantial Completion Date indicated on the Declaration of Project Substantial Completion.

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description, Budget, and Timelines), and **“Project”** means any one of them.

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

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

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

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

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

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

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (d) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

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

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

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

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

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before October 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Projects;

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- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.32.1 (Special Conditions); and
 - (ii) any instalment of Funds in respect of any Project until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce or terminate the amount of Funds it provides to the Recipient in response to a reduction of appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any

reduction or termination of Funds. If any changes to the Agreement, including changes in respect of any Project or Budget, are required as a result, the Parties agree to amend the Agreement accordingly.

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

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

A.4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A.4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

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

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column I (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column K (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;
- (c) if the Province's total contribution from all provincial sources in respect of any Project exceeds the amount set out in column L (Provincial Contribution Towards the Total Eligible Expenditures of the Project) of the Budget for that Project, the

Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

- (d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column H (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

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

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

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

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

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

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

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A.4.12 **Retention of Contribution.** The Province will retain a maximum of 10% of the provincial funding in respect of each Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project;
- (b) the Recipient has submitted a Declaration of Project Substantial Completion to the Province; and
- (c) the Parties have jointly carried out a final reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and made any adjustments required in the circumstances.

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

A.5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to Canada;
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements; and
- (c) is in compliance with the Canadian Content Policy, a copy of which the Province will provide to the Recipient.

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

A.5.3 **Exemptions to Competitive Awarding.** Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) provides a consultant or contractor quote for market value; and

(c) attests to:

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

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

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

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

A.6.0 CONFLICT OF INTEREST

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

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

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

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

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

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

- (a) submit to the Province at the address referred to in section A.16.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

- A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:
- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
 - (b) all non-financial records and documents relating to the Funds or otherwise to each Project.
- A.7.4 **Records Review.** The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:
- (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of any Project;
 - (c) the Recipient's allocation and expenditure of the Funds.
- A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance); and
 - (b) remove any copies the Province makes pursuant to section A.7.5(a).
- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;
 - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.

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

A.8.0 COMMUNICATIONS REQUIREMENTS

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

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

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

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

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

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

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

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

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

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A.10.2 **Proof of Insurance.** The Recipient will:

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

A.11.0 TERMINATION ON NOTICE

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

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

- (a) cancel all further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down any Project or the Projects, as applicable, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(b); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

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

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

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

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 **Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

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

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

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

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

A.13.0 FUNDS AT THE END OF A FUNDING YEAR

A.13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.12.0 (Event of Default, Corrective Action, and Termination for Default), if, in respect of any Project, the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget for that Project, the Province may take one or both of the following actions:

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

A.13.2 **Effect of Action Taken by the Province.** If the Province takes any action under section A.13.1 (Funds at the End of a Funding Year), the Parties will review the effect of such action on the overall implementation of the Project and may amend the Agreement.

A.14.0 FUNDS UPON EXPIRY

A.14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A.15.0 DEBT DUE AND PAYMENT

A.15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

A.15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

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

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

- A.15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.15.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.16.0 NOTICE

- A.16.1 **Notice in Writing and Addressed.** Notice will be:

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

- A.16.2 **Notice Given.** Notice will be deemed to have been given:

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

- A.16.3 **Postal Disruption.** Despite paragraph A.16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.17.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.17.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

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

A.18.0 SEVERABILITY OF PROVISIONS

A.18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.19.0 WAIVER

A.19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.19.2 **Waiver Applies.** If in response to a request made pursuant to section A.19.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

A.19.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.16.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.20.0 INDEPENDENT PARTIES

A.20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or

employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.20.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

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

A.22.0 GOVERNING LAW

A.22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.23.0 FURTHER ASSURANCES

A.23.1 **Agreement into Effect.** The Recipient will:

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

A.24.0 JOINT AND SEVERAL LIABILITY

A.24.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one

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entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.25.0 RIGHTS AND REMEDIES CUMULATIVE

A.25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.26.1 **Other Agreements.** If the Recipient:

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

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

A.27.0 SURVIVAL

A.27.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgement), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.8 (Rebates, Credits, and Refunds), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review),

A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h), (i) and (j), Articles A.13.0 (Funds at the End of a Funding Year), A.14.0 (Funds Upon Expiry), A.15.0 (Debt Due and Payment), A.16.0 (Notice), and A.18.0 (Severability of Provisions), section A.21.2 (Agreement Binding), and Articles A.22.0 (Governing Law), A.24.0 (Joint and Several Liability), A.25.0 (Rights and Remedies Cumulative), A.27.0 (Survival), A.28.0 (Environmental Requirements and Assessments), A.29.0 (Aboriginal Consultation), and A.32.0 (Special Conditions).

A.28.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.28.1 **Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

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

A.28.2 **Assessments.** The Recipient will complete the assessments that are required in Sub-schedule "D.1" (Project Tier Classification and Other Information) and are further described in Schedule "D" (Reports).

A.29.0 ABORIGINAL CONSULTATION

A.29.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.29.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues

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to be met:

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

A.29.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.30.0 COMMITTEE

A.30.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.30.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.30.1 (Establishment of Committee).

A.31.0 DISPUTE RESOLUTION

A.31.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

A.31.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.30.1 (Establishment of Committee),

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the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

- A.31.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.31.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.31.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.31.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.32.0 SPECIAL CONDITIONS

- A.32.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) evidence satisfactory to the Province that the Recipient's council has passed a municipal by-law authorizing the Recipient to execute the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance); and
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically.
 - (b) prior to submitting a request for payment in respect of any Project under the Agreement,
 - (i) the Recipient having provided the Province with written confirmation that:

- a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.28.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.29.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. if the Recipient does not own the land on which the Project is to be carried out, the Recipient has entered into legally binding agreements with all owners of such land, which agreements are consistent with, and incorporates the relevant provisions of the Agreement; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.28.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Projects have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.32.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE "B"
SPECIFIC INFORMATION**

Maximum Funds*	\$909,625.21
Expiry Date	March 31, 2029
Contact information for the purposes of Notice to the Province	<p>Address: Strategic Investments Office Municipal Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 416-585-7637</p> <p>Email: ICIPTransit@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Director of Public Works</p> <p>Address: 740 Division Street Building 7 Cobourg, ON K9A 0H6</p> <p>Phone: 905 372 9971</p> <p>Email: lwills@cobourg.ca</p>
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	<p>Position: Director, Municipal Programs Branch; or Director, Capital Project Oversight Branch</p>

Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	Position: Director of Public Works
Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	Position: Director of Public Works Address: 740 Division Street Building 7 Cobourg, ON K9A 0H6 Phone: 905 372 9971 Email: lwills@cobourg.ca

***Note:** For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column J (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column M (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule "C.1" (Project Description, Budget, and Timelines).

**SCHEDULE “C”
PROJECT DESCRIPTION, BUDGET, TIMELINES, AND STANDARDS**

C.1.0 PROJECT DESCRIPTION, BUDGET, AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out each Project described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out each Project within the Budget and Timelines for that Project set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.2.0 PROJECT STANDARDS

- C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:
- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
 - (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET, AND TIMELINES

- C.3.1 **Province’s and Canada’s Consent.** Any change to the Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.3.2 **Minor Changes to the Project Description, Budget, and Timelines.** Subject to sections C.3.1 (Province’s and Canada’s Consent) and C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines), changes that, in the opinion of the Province, are minor may be made in respect of any Project to Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.3.3 Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines. Any change made pursuant to section C.3.2 (Minor Changes to the Project Description, Budget, and Timelines) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Specific Information).

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET, AND TIMELINES

Project ID (A)	Project Title (B)	Project Description (C)	Forecasted Project Start Date (MM/DD/YYYY) (D)	Forecasted Project End Date (MM/DD/YYYY) (E)	Federal Approval Date (MM/DD/YYYY) (F)	Total Costs of the Project (G)	Total Eligible Expenditures of the Project (H)	Federal Contribution Towards the Total Eligible Expenditures of the Project (I)	Federal Funding Rate of the Total Eligible Expenditures of the Project (J)	Other Federal Contribution Towards the Total Costs of the Project (K)	Provincial Contribution Towards the Total Eligible Expenditures of the Project (L)	Provincial Funding Rate of the Total Eligible Expenditures of the Project (M)	Recipient Contribution Towards the Total Costs of the Project (N)	Other Contribution Towards the Total Eligible Expenditures of the Project (O)
ICIP-COB-01	Replacement of Rolling Stock (3 buses)	The purchase of three new buses will improve access to the town's transit system by making all buses (100%) fully accessible and in line with requirements under the Accessibility for Ontarians with Disabilities Act (AODA). Currently, only 80% of the fleet is fully accessible.	01/02/2020	01/01/2023	01/31/2020	\$1,240,454.40	\$1,240,454.40	\$496,181.76	40%	\$0.00	\$413,443.45	33.33%	\$330,829.19	\$0.00

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SCHEDULE "D" REPORTS

D.1.0 PROGRESS REPORTS

D.1.1 Progress Reports. The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.

D.1.2 Description of Progress Report. The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:

- (a) Canada's and the Province's respective forecasted contributions to the Project by Funding Year;
- (b) the Project start date and the Project end date (forecasted and actual where applicable);
- (c) the percentage of the Project that has been completed;
- (d) risks and mitigation strategies;
- (e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
- (f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

The reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), for the Project.

D.2.1 Tier 1 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 1 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th; and
 - (ii) September 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;

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- (ii) a final Progress Report; and
- (iii) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 Tier 2 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion;
 - (iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and
 - (v) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project; and
 - (ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 Tier 3 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment):

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- (i) a Progress Report in each calendar year on or before:
 - a. March 15th;
 - b. June 15th;
 - c. September 15th; and
 - d. December 15th; and
- (ii) a Certificate from an Independent Engineer to Certify Progress on or before September 15th of each calendar year;
- (b) a communications plan within 180 days of the Effective Date;
- (c) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (e) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.2.4 Tier 4 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before the 15th day of each month;

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- (ii) a Certificate from an Independent Engineer to Certify Progress on or before March 15th and September 15th of each calendar year; and
 - (iii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;
- (b) upon reaching Substantial Completion:
- (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (c) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (d) within 90 days of submitting the final Progress Report:
- (i) a summary of any required Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.4.0 RISK ASSESSMENT

D.4.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 Climate Change Resilience Assessment. If a climate change resilience assessment is identified as "Required" in column F (Climate Change Resilience Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience

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assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

- (a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.5.2 Greenhouse Gas Emissions Assessment. If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

- (a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 Community Employment Benefits Assessments. If community employment benefits assessments are identified as “Required” in column E (Community Employment Benefits Assessments) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 Description of the Community Employment Benefits Assessments. If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

- (a) apprentices from traditionally disadvantaged communities;
- (b) Indigenous peoples;
- (c) women;
- (d) persons with disabilities;
- (e) veterans;
- (f) youth;

- (g) new Canadians;
- (h) small-medium-sized enterprises; and
- (i) social enterprises.

D.6.3 Reporting on Community Employment Benefits Assessments. The Recipient will submit its community employment benefit assessments to the Province, together with its Progress Reports, on or before September 15th of each calendar year.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.7.1 Minor Changes to the Reporting. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) or Sub-schedule “D.1” (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

D.7.2 Amending the Agreement for Minor Changes to the Reporting. Any change made pursuant to section D.7.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more compliance audits of the Recipient. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

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

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- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

SUB-SCHEDULE "D.1"
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION

Project ID (A)	Project Title (B)	Project Tier for Reporting Purposes (C)	Greenhouse Gas Emissions Assessment (D)	Community Employment Benefits Assessments (E)	Climate Change Resilience Assessment (F)	Eligibility of Internal Labour Costs (G)
ICIP-COB-01	Replacement of Rolling Stock (3 buses)	Tier 1	N/A	N/A	N/A	No

Note: Please see Schedule "D" (Reports) for further details on reporting.

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Eligible Expenditures Date of Effect. Eligible Expenditures in respect of any Project, unless otherwise specified in paragraph E.1.2(b), can only begin to accrue as of the Federal Approval Date.

E.1.2 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred by the Recipient on or after the Federal Approval Date, except for the costs specified in paragraph E.1.2 (b) which can begin to accrue prior to the Federal Approval Date, in respect of any Project. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs;
- (b) the costs related to the completion of the climate lens assessments;
- (c) the costs related to monitoring project-level community employment benefits;
- (d) the costs of Aboriginal consultation and, where appropriate, accommodation measures;
- (e) the incremental costs of employees of the Recipient if the Project is identified as "Eligible" in column G (Eligibility of Internal Labour Costs) of Sub-schedule "D.1" (Project Tier Classification and Other Information); and
- (f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.1.2 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to the Federal Approval Date of a Project, except for the costs specified in paragraph E.1.2 (b);

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- (b) costs incurred after October 31, 2027, unless otherwise approved pursuant to paragraph E.1.2(e);
- (c) costs incurred for a cancelled Project;
- (d) land acquisition costs;
- (e) leasing costs for land, buildings, and other facilities;
- (f) leasing costs for equipment other than equipment directly related to the construction of a Project;
- (g) real estate fees and related costs;
- (h) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically, any costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff, except in accordance with paragraph E.1.2(d);
- (i) financing charges;
- (j) legal fees;
- (k) loan interest payments;
- (l) costs of any goods and services received through donations or in-kind;
- (m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;
- (n) costs associated with operating expenses and regularly scheduled maintenance work;
- (o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;
- (p) costs related to easements (e.g., surveys); and
- (p) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

E.2.2 **Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;
- (b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;
- (d) costs associated with general planning studies, including the Recipient's *Official Plan* and *Transportation Master Plan*;
- (e) carrying costs incurred on the funding share of any funding partner other than the Province;
- (f) costs associated with municipal staff and any Third Party travel;
- (g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and
- (h) Recipient's upgrades not expressly approved by the Province.

E.2.3 **Costs Over and Above a Project Scope.** Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

- (a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;
- (b) the costs for upgrades to materials and design beyond existing municipal standards; and
- (c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

SCHEDULE "F"
EVALUATION

F.1.0 PROJECTS AND ICIP EVALUATIONS

F.1.1 Recipient's Participation in Projects and ICIP Evaluations. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of any Project, the Projects or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

F.1.2 Results of Projects and ICIP Evaluations. The result of any evaluation carried under section F.1.1 (Recipient's Participation in Projects and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**SCHEDULE “G”
COMMUNICATIONS PROTOCOL**

G.1.0 DEFINITIONS

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

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

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

G.2.0 PURPOSE

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

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

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

G.3.0 GUIDING PRINCIPLES

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

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

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

G.4.0 JOINT COMMUNICATIONS

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

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at <https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.

G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

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

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G.7.0 MEDIA RELATIONS

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

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of any Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at any Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

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

G.8.7 Responsibility of Recipient. The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

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

G.10.0 ADVERTISING CAMPAIGNS

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

**SCHEDULE “H”
DISPOSAL OF ASSETS**

H.1.0 DEFINITIONS

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

“**Asset Disposal Period**” means the period set out in the 1st column of the table in section H.2.2 (Disposal of Asset and Payment).

H.2.0 DISPOSAL OF ASSETS

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

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

ASSET DISPOSAL PERIOD*	TYPE OF ASSET	RETURN OF FEDERAL CONTRIBUTION	RETURN OF PROVINCIAL CONTRIBUTION
5 years	All Assets	100%	100%
12 years	Transit vehicles including, without limitation, 9 metre to 18 metre buses and double deck buses, regardless of propulsion system	0%	100%
25 years	Subway cars, light rail vehicles, and large infrastructure assets (e.g. a maintenance and storage facility)	0%	100%

* **Note:** The Asset Disposal Period starts on the Substantial Completion Date of the Project in respect of which the Asset was acquired.

**SCHEDULE “I”
ABORIGINAL CONSULTATION PROTOCOL**

I.1.0 DEFINITIONS

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

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

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

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

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

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

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

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

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

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as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

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

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

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

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

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

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

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

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

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

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

- (a) for each request for payment, including the Final Payment, a Request for Payment Form using the form provided in Sub-schedule “J.1” (Form of Certificate from Recipient), fully and accurately completed by an authorized representative of the Recipient. For greater clarity, the Recipient may make one request per Project for each calendar year quarter before the following dates:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;

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- (b) for each request for payment for a non-exempt vehicle, a declaration form, pursuant to the Canadian Content Policy;
- (c) for each request for payment, except for the Final Payment:
 - (i) a Progress Report acceptable to the Province, for the period to which the request for payment relates; and
 - (ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress;
- (d) for each request for Final Payment, a final Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both; and
- (f) such other information as the Province may request.

J.4.0 PAYMENTS

J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c);
- (b) the special conditions listed in Article A.32.0 (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and

- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment on or before November 1, 2027.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after November 1, 2027.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

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

J.7.0 HOLDBACK

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

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

SUB-SCHEDULE "J.1"
FORM OF CERTIFICATE FROM RECIPIENT

CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient's authorized representative]
Attention: [insert the name and title of the Recipient's authorized representative]
Email: [insert email address of the Recipient's authorized representative]
Telephone No.: [insert telephone number of the Recipient's authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ [insert name and title of the Recipient's authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information, and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada's Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

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(c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and

(d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.

2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.
3. Eligible Expenditures in Appendix "A" have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule "C.1" (Project Description, Budget, and Timelines) of the Agreement.
4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

\$ _____ on account of the Province's; and

\$ _____ on account of Canada's contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the Recipient's authorized representative]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**CERTIFICATE FROM RECIPIENT
 INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
 PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

APPENDIX "A"

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE <i>(please respond with "YES", "NO", or "N/A", as appropriate)</i>	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada.	
If a climate change resilience assessment is identified as "Required" in column F (Climate Change Resilience Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as "Required" in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	

RECIPIENT INFORMATION	
Recipient Name:	
Recipient Contact Person Name:	
Recipient Contact Person Phone #:	
Recipient Contact Person Email:	

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PROJECT INFORMATION	
Transfer Payment Ontario Case #	
Unique Project ID	
Project Title	
Payment request claim date (DD/MM/YYYY)	
Period covered by claim (DD/MM/YYYY to DD/MM/YYYY)	
Is this your final claim for this Project? <i>(Please specify with "Yes" or "No")</i>	
Is this your first claim for this project? <i>(Please specify with "Yes" or "No")</i>	

PROJECT FINANCIAL INFORMATION	
Federal contribution towards the total Eligible Expenditures of the Project (Sub-schedule "C.1", Column I)	\$
Other federal contribution towards the total costs of the Project (Sub-schedule "C.1", Column K)	
Provincial contribution towards the total Eligible Expenditures of the Project (Sub-schedule "C.1", Column L)	\$
Amount in Column I above + the amount in Column L above	\$
Recipient contribution towards the total costs of the Project (Sub-schedule "C.1", Column N)	\$
Other contributions towards the total Eligible Expenditures of the Project (Sub-schedule "C.1", Column O)	\$
Total Eligible Expenditures of the Project (Sub-schedule "C.1", Column H)	\$
Total costs of the Project (Sub-schedule "C.1", Column G)	\$

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RECORD OF INVOICES																	
Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.2	Amount Paid (\$)				Amount Requested (\$)	Ineligible Amount (\$)	Contribution to Eligible Expenditures (\$)				Notes
	From (DD/MM/YY)	To (DD/MM/YY)					Subtotal without HST	Total HST	Recoverable HST	Net Total			Federal	Provincial	Municipal	Other	
TOTAL																	

Recommended for payment request:

Date

[insert/print the name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Recommended for payment:

Date

[insert/print the name of the Director]
Director, Ministry of Transportation

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SUB-SCHEDULE "J.2"
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION

DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient's authorized representative]
Attention: [insert the name and title of the Recipient's authorized representative]
Email: [insert email address of the Recipient's authorized representative]
Telephone No.: [insert telephone number of the Recipient's authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the "Recipient"), on _____, ____ (the "Agreement").

I, _____ [insert name and title of the Recipient's authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada's Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

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- (c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;
- (d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;
- (e) the work for the Project **[insert the Project unique ID and title]**:
 - (i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "Project Substantial Completion Date");
 - (ii) was carried out between _____ **[insert the start date]** and the Project Substantial Completion Date;
 - (iii) was supervised and inspected by qualified staff;
 - (iv) conforms with the plans, specifications, and other documentation for the work;
 - (v) conforms with Schedule "C" (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;
 - (vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards; and
 - (vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.

- 2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.
- 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
- 4. The value of completed work on the Project is \$ _____ **[insert the amount in Canadian dollars]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**

Title: **[insert/print the title of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

SUB-SCHEDULE "J.3"
FORM OF CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION

[Note: This form is only for Tiers 2, 3 and 4 Projects and must be completed by an independent engineer for Tiers 3 and 4 Projects.]

CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert the address of the professional engineer]**
Attention: **[insert the name and title of the professional engineer]**
Email: **[insert the email address of the professional engineer]**
Telephone No.: **[insert the telephone number of the professional engineer]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project **[insert the Project unique ID and title]**:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20__ (the "**Project Substantial Completion Date**");
2. was carried out between **[insert the start date]** and the Project Substantial Completion Date;
3. was supervised and inspected by qualified staff;

Cobourg and Ontario ICIP TPA

4. conforms with the plans, specifications, and other documentation for the work;
5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;
6. conforms with Schedule "C" (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and
7. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**
 Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
 Title: **[insert/print the title of the witness]**

SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS

[Note: This form is only for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert the address of an independent professional engineer]**
Attention: **[insert the name and title of the professional engineer]**
Email: **[insert the email address of the professional engineer]**
Telephone No.: **[insert the telephone number of the professional engineer]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, an independent professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project is _____ **[Insert Project percent complete]** percent complete, and the Project:

1. was supervised and inspected by qualified staff;
2. conforms with the plans, specifications and other documentation for the work;
3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
4. conforms with Schedule "C" (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

Cobourg and Ontario ICIP TPA

5. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

SCHEDULE "K" COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.30.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee's mandate will expire on the Expiry Date of the Agreement.

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

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

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

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

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

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

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

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

K.4.0 COMMITTEE MANDATE

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

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

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

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

K.5.0 ROLE OF THE RECIPIENT

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

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee's mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project;
and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM: TITLE:	Laurie Wills, Director of Public Works Dean Hustwick, Director of Community Services	
DATE OF MEETING:	August 24, 2020	
TITLE / SUBJECT:	Assumption of Block 105, Plan 39M-876 (Parkland) of West Park Village	
REPORT DATE:	July 29, 2020	File #:

1.0 STRATEGIC PLAN
NA

2.0 PUBLIC ENGAGEMENT
NA

3.0 RECOMMENDATION
THAT Council authorize the Municipal Clerk to prepare a By-law to assume the parklands Block 105 of registered Plan 39M-876.

4.0 ORIGIN
A subdivision agreement with Vandyk-West Park Village Limited for the subdivision known as West Park Village.

5.0 BACKGROUND
The subdivision known as West Park Village has a 6.83 acre park block bordered to the west by the Wilkins Gate south extension, McMurdo Drive to the north, Fisher Drive to the east and Kerr Street to the South (see attached plan).

As part of the subdivision agreement, once the 2 year maintenance period has expired and all deficiencies have been resolved, Council must be made aware that all works have been completed and the block of land can be assumed by the Town. The 2 year maintenance period for the subject park expired on July

18, 2020.

6.0 ANALYSIS

All work has been completed and inspected to be in general conformance with the design drawings, all maintenance periods have expired, and any noted deficiencies have been rectified.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

Due to a lack of staffing resources and considering the substantial size of the subject park, the Parks Department will begin maintaining the park by way of a contracted landscaping company. The cost of grass cutting, weeding/mulching and garbage removal will be approximately \$3,000 a month.

The addition of new subdivisions and their community parks in the last couple of years has added new responsibilities and related workloads for the Parks Department. While these additions result in increased tax revenue for the Town, they also result in increased expenditures. This impact on the Parks Department will be provided to Council during the 2021 Budget deliberations.

8.0 CONCLUSION

THAT Council authorize the Municipal Clerk to prepare a By-law to assume the parklands Block 105 of registered Plan 39M-876.

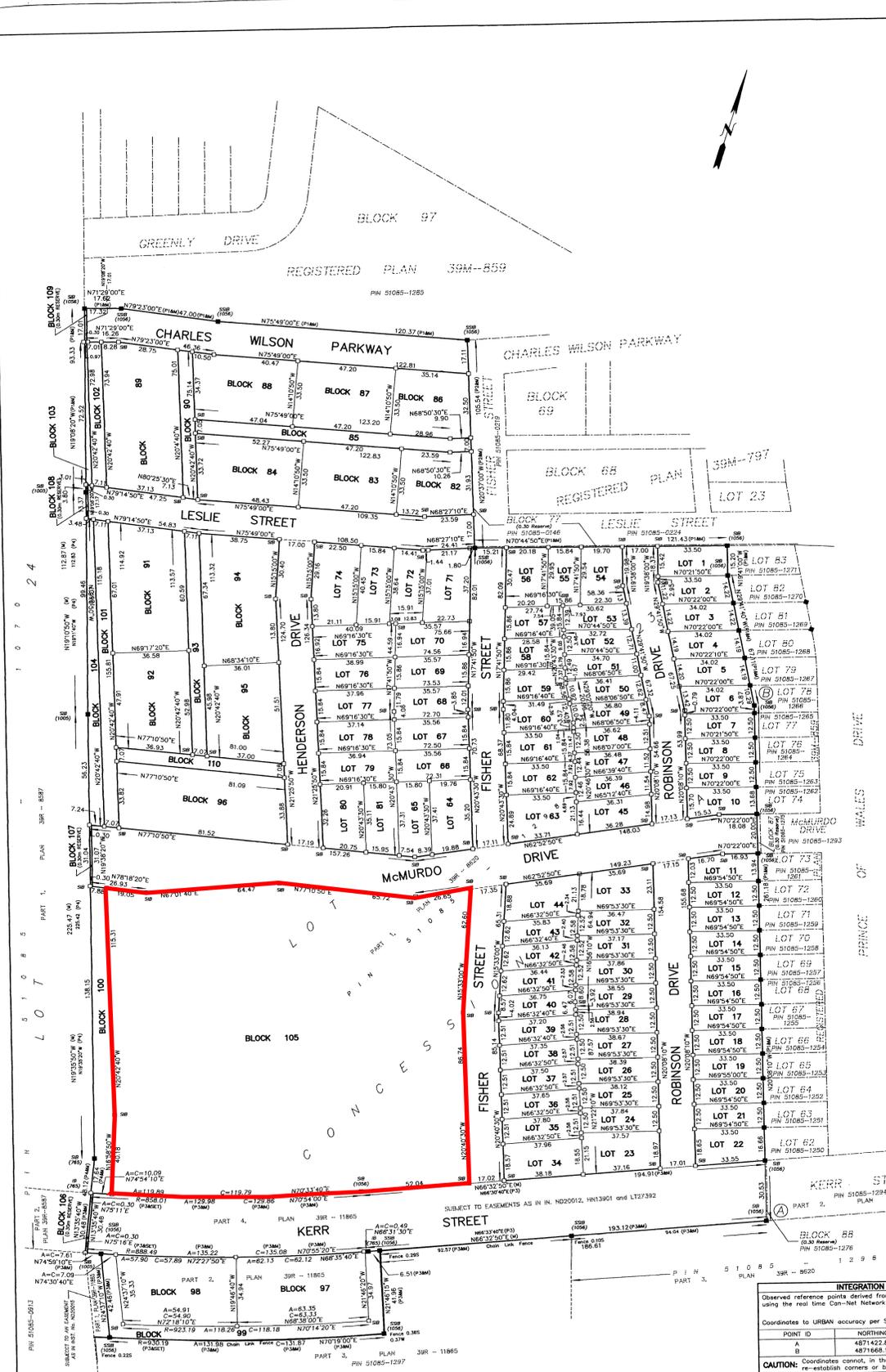
12.0 AUTHORIZATION/SIGNATURES

Approved By:

Brent Larmer, Municipal Clerk
Ian Davey, Treasurer/Director of Corporate Services

Department:

Clerks
Finance



PLAN 39M 876

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION NORTHUMBERLAND (No. 39) AT 13:17 O'CLOCK ON THE 27th DAY OF July, 2012 AND ENTERED IN PROPERTY IDENTIFIER 51085-1298 AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENTS No. ND79306

Donna Rayner
 Representing For
 LAND REGISTRAR

THIS PLAN COMPRISES PART OF PIN 51085-1298. KERR STREET IS SUBJECT TO EASEMENTS AS SET OUT IN INST. No. HN13901, N200012 and L27392.

PLAN OF SUBDIVISION OF PART OF LOT 23, CONCESSION A,
 (Geographic Township of Hamilton)
TOWN OF COBOURG
 COUNTY OF NORTHUMBERLAND

SCALE 1 : 1000

IVAN B. WALLACE O.L.S. LTD.

NOTES

Bearings are UTM Grid, derived from observed reference points A and B, by Real Time Network observations, UTM Zone 17, NAD83(CSRS)(1997). For bearing comparisons, a rotation of 01°53'40" counter-clockwise was applied to bearings on P1, P2, P3 & P4.

All survey monuments shown hereon are iron bars by 1056 unless otherwise noted.

Distances and coordinates shown on this plan are in metres and can be converted to feet by dividing by 0.3048.

Distances are ground and can be converted to grid by multiplying by the combined scale factor of 1.00020828.

LEGEND

SSB denotes short standard iron bar
 SSB denotes standard iron bar
 IB denotes iron bar
 R denotes round
 - denotes survey monument pointed
 M denotes survey monument found
 WIT denotes witness
 P1 denotes Plan 39M-859
 P2 denotes Plan 39M-797
 P3 denotes Plan 39M-11865
 P4 denotes Plan 39M-8620
 T85 denotes Horton, Wallace & Davies Ltd., O.L.S.
 1056 denotes Ivan B. Wallace, O.L.S.
 1005 denotes Donevan & Fleischmann Ltd., O.L.S.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:
 (1) LOTS 1 TO 81, BOTH INCLUSIVE, BLOCKS 82 TO 110, BOTH INCLUSIVE, AND STREETS, NAMELY CHARLES WILSON PARKWAY, LESLIE STREET, MCMURDO DRIVE, KERR STREET, HENDERSON DRIVE, FISHER STREET AND ROBISON DRIVE HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.

(2) THE STREETS ARE HEREBY DECATED TO THE CORPORATION OF THE TOWN OF COBOURG AS PUBLIC HIGHWAYS.

VANDYK - WEST PARK VILLAGE LIMITED

DATE July 6, 2012.

John Vandyk
 JOHN VANDYK
 VANDYK GROUP OF COMPANIES
 I have the authority to bind the corporation.

APPROVAL AUTHORITY

This final plan of subdivision is approved under Section 51(58) of the Planning Act RSO 1990 Cp. 13, 25 amended

Signed this 24th day of July, 2012

Glenn McLaughlin
 GLENN MCLAUGHLIN,
 DIRECTOR OF PLANNING AND DEVELOPMENT
 THE CORPORATION OF THE TOWN OF COBOURG

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- This survey and plan are correct and in accordance with the Survey Act, the Surveyors Act, the Land Titles Act and the regulations made under them.
- The survey was completed on May 5, 2012.

June 26, 2012
 Date *C. Cranch*
 Crystal Cranch
 Ontario Land Surveyor

INTEGRATION DATA

Observed reference points derived from GPS observations using the real time Cap-net Network and are referred to:

POINT ID	NORTHING	EASTING
A	4871422.80	724638.96
B	4871668.12	724549.25

CAUTION: Coordinates cannot, in themselves, be used to re-establish corners or boundaries shown on this plan.

DWG Name: 4-3762.M PLOT DATE: July 5, 2012
 DRAWN BY: JL/CC CHECKED BY: CC

IVAN B. WALLACE
 ONTARIO LAND SURVEYOR LTD.
 www.ibrwallace.com

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 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor John Henderson and Members of Council	
FROM:	Dean Hustwick, Director of Community Services	
DATE OF MEETING:	August 24, 2020	
TITLE / SUBJECT:	Status of Cobourg Beach after August 31, 2020	
REPORT DATE:	August 13, 2020	File #:

1.0 STRATEGIC PLAN

Not Applicable

2.0 PUBLIC ENGAGEMENT

Not Applicable

2.0 RECOMMENDATION

THAT Council receive the report from the Director of Community Services; and

FURTHER THAT Council endorses:

the extension of the closure of Cobourg Beach until Saturday, October 17, 2020 when the fencing will be removed and the Beach re-opened

OR

re-opening of Cobourg Beach beginning on Tuesday, September 01, 2020 from Mondays through Fridays only and the continued closure of the Beach on Saturdays and Sundays until Saturday, October 17, 2020 when the fencing will be removed and the Beach re-opened

OR

the extension of the closure of Cobourg Beach until after the Labour Day weekend when, on Tuesday, September 08, 2020, the fencing will be removed and the Beach will be re-opened

OR

Another option determined by Council

4.0 ORIGIN

On Monday June 1, 2020, Cobourg Council held a Special Meeting to discuss a May 11, 2020 Staff Report regarding the potential closure of Cobourg Beach due to COVID-19 related concerns. Council directed staff to close the Beach until August 31, 2020 utilizing metal fencing and increased enforcement. It also requested that staff provide Council at its June 22, 2020 Committee of the Whole Meeting with additional information regarding the possible re-opening of the Beach.

On June 04, 2020, municipal staff officially completed and executed Municipal Council's direction and closed Cobourg Beach to all public access.

At its regular meeting on June 29, 2020, Cobourg Council confirmed that the Beach would remain closed until August 31, 2020.

5.0 BACKGROUND

By Council resolution, Cobourg Beach was closed until August 31, 2020. The Town of Cobourg had the jurisdiction to take this action as the abutting riparian land own, as confirmed with legal counsel.

As August 31st is rapidly approaching a decision needs to be made on the status of the beach after that date.

6.0 ANALYSIS

There are a number of factors that relate to a decision on the beach.

Status of Pandemic

Although the Town of Cobourg is now in Stage 3 of the Government of Ontario's *Framework for Reopening Our Province*, restrictions and safety precautions remain in place and the community must remain vigilant in its efforts to combat the pandemic and to prevent a second wave.

Demand

This year, Labour Day falls on September 07, a full week after the end-date of the Cobourg Beach closure. Traditionally, the Labour Day weekend is not one of the busier weekends for Cobourg Beach, although the weather and temperature certainly influence the number of visitors. This year, with COVID-19 and the re-opening of schools on September 8th, there will likely be greater focus by families on the return-to-school process, potentially reducing the demand on Cobourg Beach during the first week of September.

Although we are about to enter the final month of summer, temperatures have remained high in September and October in recent years and overall demand for the Beach could remain strong during this period, although lower than the peak summer months. Furthermore, demand during the week is generally much lower than weekends and declines further throughout September and October.

Lifeguards

The Town's contract with the YMCA for lifeguarding services usually extends through the Labour Day long weekend. This year with the Beach closure, lifeguarding services were not initiated and it is not practical or financially viable to provide them for September even if Council chooses to re-open the Beach on September 1st.

Washrooms

The washroom building will remain closed for the season but the existing port-o-potties will be maintained.

To facilitate a decision by Council on the status of Cobourg Beach after August 31st, municipal staff have prepared the following three options for Council's consideration:

1. extend the closure of Cobourg Beach until Saturday, October 17, 2020 when the fencing will be removed and the Beach re-opened;
2. re-open Cobourg Beach beginning on Tuesday, September 01, 2020 from Mondays through Fridays only and continue the closure of the Beach on Saturdays and Sundays until Saturday, October 17, 2020 when the fencing will be removed and the Beach re-opened; and
3. extend the closure of Cobourg Beach until after the Labour Day weekend when, on Tuesday, September 08, 2020, the fencing will be removed and the Beach will be re-opened.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

While there are certainly economic impacts of the beach closure on the local business and tourism sectors, the only direct expenses related to the continued closure is approximately \$1,400 a month for the fencing plus, depending on the option selected by Council, staff costs for opening and closing the fencing, although this latter expense will be absorbed through regular operations.

8.0 CONCLUSION

Council closed Cobourg Beach until August 31, 2020 and municipal staff are seeking Council direction on the status of the Beach after this date.

9.0 POLICIES AFFECTING THE PROPOSAL
Not Applicable

10.0 COMMUNICATION RESULTS

The Town's Communications and Marketing and Events Departments will promote the continued restrictions on Cobourg Beach based on Council's decision.

Title:	Signing Official:	Signature:	Date:
Director of Community Services	D. Hustwick	Electronic	August 12, 2020



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LO7 DS-7
F-SD 707

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*certified by the Law Society as a Specialist in Civil Litigation

(please respond to our BELLEVILLE office)

December 10, 2015

BY E-MAIL

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

Attention: Paul Gauthier/ Marina Manager
Brent Larmer/ By-Law Enforcement and Policy Coordinator

RE: Legal Opinion – Cobourg Harbour (Our File No. 2641)

You have asked us to revisit and update our previous legal opinion which dealt with the question of jurisdiction to regulate Cobourg Harbour.

You have requested affirmation of our previous opinion, clearly defining and clarifying the Municipality’s understanding that the Town of Cobourg received authority to regulate boats and other vessels that may be in and enter the boundaries of Cobourg Harbour, subject to Provincial and Federal Statute as a result of the Divestiture Transfer Agreement from the Department of Fisheries and Oceans, entered into in 2002 (“Divestiture Transfer Agreement”). We do note however that our legal opinion dealt specifically with the issue of fishing from a pier. Accordingly, we have addressed in this letter both the affirmation of the previous opinion provided by Mr. DeMille and have addressed the jurisdictional questions posed in your letter to us of November 20, 2015.

LAW AND ANALYSIS

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

Suite 401, 366 King Street East Suite 200, 205 Dundas Street East, P.O. Box 234 The Boardwalk, Suite 303, 9 Broad Street
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Specifically, the courts have affirmed that municipalities may pass by-laws to regulate matters on land covered by water provided they do not interfere with the Federal sphere of shipping and navigation.¹

It is our opinion that Cobourg may pass bylaws regulating Cobourg Harbour under the authority of Section 11 of the *Municipal Act, 2001*. Section 11(3) specifically authorizes a lower tier municipality to pass a bylaw dealing with “transportation systems, other than highways”. The phrase “transportation system” is defined to include harbours and ports.²

Municipalities may also pass by-laws under the *Planning Act* to zone lands covered by water. In addition, the *Building Code* has been held to apply to structures built on lands covered by water.³

As with all by-laws, a by-law regulating Cobourg Harbour may be challenged on the basis that it is outside the jurisdiction of the municipality as defined by the *Constitution Act, 1867*. As such, any by-law regulating the use of Cobourg Harbour should consider whether there is existing legislation dealing with the matter. For example, the *Vessel Operation Restriction Regulations* and *Small Vessel Regulations* established under the *Canada Shipping Act, 2001* may already regulate subject matter which the Town of Cobourg may wish to regulate.

Provincial legislation may also already regulate a matter the Town of Cobourg wishes to regulate, such as the *Ontario Fishery Regulations* and the *Fish and Wildlife Conservation Act*.

CONCLUSION

The legal analysis provided in the opinion letter authored by David W. DeMille, dated June 10, 2011 remains accurate and is consistent with the understanding of the Town of Cobourg outlined in its letter of November 20, 2015. Regulating Cobourg Harbour, as with any piece of municipal property, involves a consideration of existing legislation and spheres of jurisdiction. This is a particularly complex exercise when regulating navigable bodies of water.

If you have any questions or comments, please do not hesitate to contact us.

Yours truly,

TEMPLEMAN MENNINGA LLP



Wayne Fairbrother

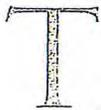
¹ *Galway & Cavendish (United Townships) v. Windover*, [1995] O.J. No. 3932 at para 5. See also *Glaspell v. Ontario (Minister of Municipal Affairs and Housing)*, 2015 ONSC 3965 at para 48.

² *Municipal Act, 2001*, SO 2001, c 25.

³ *Glaspell v. Ontario (Minister of Municipal Affairs and Housing)*, 2015 ONSC 3965 at paras 74 and 80.



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VIA E-MAIL

June 10, 2011

(from the office of David W. DeMille, BELLEVILLE)

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

PRIVATE AND CONFIDENTIAL

Attention: Lorraine Brace

Dear Ms Brace:

Re: Fishing in Harbour
Our File No. 02641

Further to our earlier telephone conversations and written correspondence, the Municipality has charged Mr. Ronald Renyk with fishing from a pier contrary to Section 8 (1) of By-law 064-2010. Mr. Renyk obviously wishes to make this a test case and he invited the Municipality to lay the charge. I understand from my discussions with the officer who laid the charge that Mr. Renyk was fishing from the east pier when he was given the ticket. Mr. Renyk has indicated to the media that it is his view that the Town cannot prohibit anyone from fishing in Lake Ontario, including the marina, because it is a navigable body of water.

As I indicated to you in our discussion of June 9th, we doubt that the prosecution under Section 8 (1) of By-law 06-2010 will be successful. This was the only provision that the officer could find that came to close to addressing the situation. It provides that no person in a park shall kill, attempt to kill, trap, hunt, pursue or in any manner disturb any animal, fish etc. It may be that fishing comes within "hunt or pursue". The difficulty is that this Section goes on to provide that it does not apply to any person fishing in provincially or federally legislated waters. The harbour or marina is part of Lake Ontario which is federally legislated. It does not say that there has to be legislation related to fishing or even boating. It simply refers to federally legislated waters. It is not exactly clear what this means but a reasonable interpretation would be that the water is under the legislative jurisdiction of the federal government. I realize that the water lots were conveyed to the Municipality but it remains part of Lake Ontario which is federally regulated.

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In addition, the Municipality in which the offence occurred is missing on the ticket. This may very well be fatal to the ticket.

I did review By-law 79-91 which prohibits fishing on the pier, marina berthing slips, marina fuel dock area and the pedestrian walk-way along the north wall of the harbour. In my view these are municipal structures and consequently the Municipality has every right to regulate what people may do while on those structures. In other words, the Municipality has every right to prohibit fishing, if it sees fit, from the Municipality's piers, docks or other structures.

The difficulty here is that Mr. Renyk was apparently fishing off the east pier. The east pier is not listed in the By-law and therefore there is no prohibition against fishing off the east pier.

In our discussion, we agreed that this By-law should be updated to make it clear where fishing should be prohibited. At this point, the By-law should probably be revised to indicate that fishing will be prohibited along any pier, dock or marina slip located in Cobourg Harbour or marina.

There is an issue as to whether the Municipality can prohibit fishing in the water. Section 38 of the *Fish and Wildlife Conservation Act* provides that the ownership of a bed of a river lake or navigable body of water does not give the owner the exclusive right to fish in the water unless that right is granted by the Crown. The conveyance of the harbour to the Municipality did not contain any exclusive right to fish. The exclusive right to fish is somewhat different than regulating fishing. However, it may be difficult to get a favourable interpretation on this section that will allow the Municipality to prohibit fishing in the water within the harbour.

The Municipality has every right to regulate boats or other vessels that may be in the area. Consequently, we do not see any problem in prohibiting boats or other vessels from trolling for fish inside the marina.

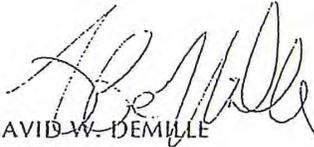
Likewise, the Municipality could probably pass a By-law that would prohibit fishing within the marina with a hook or other sharp or barbed device. I understand that the concern is that people can be somewhat careless when fishing and there is an issue as to whether they will hook somebody. A provision which prohibits fishing with hooks or other barbed or sharp instruments will address this issue yet not prohibit fishing in general.

It had been my hope initially that Cobourg was still a designated port or harbour under federal legislation. Designated ports or harbours under federal legislation are given a variety of powers under the regulations including the power to regulate boating and fishing within the port or harbour. Unfortunately, it would not appear as though the Cobourg harbour is a designated boat or harbour. This simply means that it is a piece of municipal property, like any other municipal property and the Municipality is subject to provincial and federal laws in how it uses or regulates the property.

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

Yours very truly,
TEMPLEMAN MENNINGA LLP

A handwritten signature in black ink, appearing to read "D. Demille", written over the typed name.

DAVID W. DEMILLE
DWD:ha

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 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Members of Council	
FROM: TITLE:	Krista Williams, Recreation Coordinator, Community Services Teresa Behan, Deputy Director, Community Services Dean Hustwick, Director, Community Services	
DATE OF MEETING:	August 24, 2020	
TITLE / SUBJECT:	Cobourg Community Centre COVID-19 Reopening Plan	
REPORT DATE:	August 10, 2020	File #:

1.0 STRATEGIC PLAN

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

- People – Encourage Healthy Lifestyle across all age groups by promoting and raising awareness about public health and active transportation.
- Programs – The Town provides efficient and effective corporate, community, business and recreational services for its residents, businesses and visitors.

2.0 PUBLIC ENGAGEMENT

As the Province moved towards Stage 3, Staff at the CCC conducted a survey of our numerous user groups. The survey was to provide feedback with respect to them returning to the CCC once reopened.

The survey was conducted from July 13-August 10, 2020 and just over 650 surveys were completed. The survey included questions on Seniors Programming, Child & Youth Programming, Adult Programming, and Ice Programs.

Initial findings from the survey are as follows:

- **SENIORS PROGRAMMING**
449 surveys completed
47% will return to programming immediately
48% will return within a few weeks
5% will not return at this time
- **CHILD AND YOUTH PROGRAMMING**
3 surveys were completed. This low number is deemed to the fact there is currently no camps running, therefore staff will not be focusing on Child and Youth programs at this time. These programs will be re-assessed as we move through the reopening phases.
- **ADULT PROGRAMMING**
73 surveys completed to date.
96% will return to programming immediately
4% will not return to programming at this time
- **ICE PROGRAMMING**
74 surveys completed to date.
84% will return to on ice programming when offered

Northumberland Minor Hockey Association has conducted their own survey with their members with a return of just over 500 surveys completed up to August 9, 2020. 93% of those surveyed will be returning to on-ice programming through NMHA

3.0 RECOMMENDATION
THAT Council receives the Cobourg Community Centre COVID-19 Reopening Plan for information.

4.0 ORIGIN
Recreation & Culture Department, Community Services Division

5.0 BACKGROUND
On March 12, 2020 the decision was made to close the Cobourg Community Centre due to the COVID-19 pandemic. At that point all in-person programming and rentals ceased. Staff have been working with Parks and Recreation Ontario, other municipalities, the Emergency Control Group and the local public health unit to determine a safe reopening procedure.

During the pandemic municipal staff have been in continual contact with all users of the Cobourg Community Centre to keep up to date on the plans of potential seasons and rentals for these organizations.

Prior to starting, all recreation organizations are required to submit to the Community Services Division a return to play document and receive approval from their individual Provincial Sport Organizations (PSO).

Each return to play plan is reviewed carefully by the Community Services Division against both provincial and local COVID-19 requirements and guidelines with guidance from the HKPR Health Unit. The following chart outlines the status of local recreation groups:

Northumberland Minor Hockey Association, West Northumberland Girls Hockey Association and the Cobourg Cougars have all submitted their return to play documents to the Community Services Division and have now been submitted

Organization	Return to Play	Notes
Northumberland Baseball	Yes	Practices only
Cobourg Angels	Yes	Practices only
Cobourg Legion Minor Softball	No	Season was cancelled
Cobourg Lawn Bowling Club	Yes	started
Cobourg Dragon Boat and Canoe Club	Yes	started
Northumberland Soccer	No	Season was cancelled
Northumberland Minor Lacrosse	No	Season was cancelled
Cobourg Kodiaks	No	Season was cancelled
Invado Volleyball	Yes	
Northumberland Minor Hockey Association	Yes	Awaiting the CCC to reopen
West Northumberland Girls Hockey Association	Yes	Awaiting the CCC to reopen
Cobourg Cougars	Yes	Awaiting the CCC to reopen

to their individual Provincial Sports Organization for review.

Northumberland Minor Hockey and West Northumberland Girls Hockey Associations have opened a pre-registration that has seen their numbers stay consistent with previous years. Although the layout of their seasons will look drastically different, their ice request has remained the same.

After continued communication and planning, the Community Services Division is confident in the resumption of programming at the seniors, adult and ice level in a phased reopening that will include the following:

- **August 31 - September 13, 2020 - Phase 1 (max. capacity = 100)**
50 participant capacity Bowl Arena
50 participant capacity Gyms

- **September 14 - September 30, 2020 - Phase 2 (max. capacity = 200)**
 - 50 participant capacity Bowl Arena
 - 50 participant capacity Gyms
 - + 50 participant capacity Pond Arena
 - + 50 participant capacity Rental Rooms
- **October 1, 2020 - onward - Phase 3 (max. capacity = 300)**
 - 50 participant capacity Bowl Arena
 - 50 participant capacity Gyms
 - 50 participant capacity Pond Arena
 - 50 participant capacity Rental Rooms
 - + 50 spectator capacity Bowl Arena
 - + 50 spectator capacity Pond Arena
 - + Food and beverage services

****The dates and specific operations of each phase will be subject to change by staff based on operational refinements and staffing.***

As requested by the local Health Unit, the CCC's reopening plan has been submitted to the Government of Ontario for review and approval because there had been conflicting information provided by the Government regarding the maximum allowable capacity of multi-purpose facilities beyond the standard 50 people for indoor facilities. However, since then the Government revised the regulation to allow multi-purpose recreational facilities to apply the capacity limit on a per-room basis. Therefore, staff believe that the CCC's reopening plan adheres to all Provincial requirements.

6.0 ANALYSIS

The Cobourg Community Centre is currently operating under a significantly reduced staffing model. However, with the reopening of the CCC, reassigned staff will be returned to the facility based on operational requirements of the three phases.

Management and staff have developed detailed procedures for the re-opening of the Cobourg Community Centre that address operating changes related to the following:

- Facility capacity based on Provincial requirements and customer needs
- Facility entry and contract tracing requirements (arenas, gyms, meeting rooms and walking track)
- New cleaning/sanitizing requirements, including exterior/interior high-traffic touch points

- Customer information, booking and payment transactions
- Washroom and change/dressing room needs
- Seniors, adult, child & youth programming needs
- Food and beverage services (canteen & vending machines)

These procedures have been reviewed by the local health unit and the Emergency Control Group. Local minor sports organizations including Northumberland Minor Hockey, West Northumberland Girls Hockey Association and the Cobourg Cougars have all submitted detailed return to play documents that are in alignment with the updated procedures of the Cobourg Community Centre. To continue to keep the community up to date on any/all changes at the Cobourg Community Centre, the Community Services Division has filmed three short videos that will be circulated on social media and the Town of Cobourg website on all new protocols when entering the facility. These videos will also be shared with all major users of the Cobourg Community Centre to help promote the health and safety.

The opening of the Cobourg Community Centre is vital to the community in providing a safe and affordable recreational space for all residents. Currently there is ice in the Bowl and staff will monitor usage before installing the ice in the pond.

Staff continually meet with colleagues in other Municipalities across the county to approach the re-opening of the facilities in a consistent manner and to monitor ice demand and usage.

With the increased cleaning and contact tracing protocols that will need to be in place at the Cobourg Community Centre, additional staffing will be required. Existing staff will be re-assigned to cover as much of these additional duties as possible but the situation will be re-assessed as we transition through the re-opening phases.

The gym and the track will be available at the outset but the meeting rooms and the Canteen will open in later phases.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

With the resumption of operations and programs, and the need for new, enhanced cleaning and customer registration, additional staffing hours will be required as the facility moves through the re-opening phases.

Through discussions with the CCC's major ice user groups, staff believe the reopening plan will accommodate their needs and planned activities. The chart below summarizes the revenue received from these three groups from September 1 to December 31, 2019, which will likely be very similar in 2020.

NMHA	\$168,577
WNGHA	\$51,354
Cobourg Cougars	\$23,755

8.0 CONCLUSION

Staff have developed the new COVID-19 related operating procedures for the Cobourg Community Centre based on extensive discussion with Parks and Recreation Ontario, other Ontario municipalities, the local health unit and community groups and believe they are realistic and will effectively mitigate COVID-19 risks to both customers and staff.

9.0 POLICIES AFFECTING THE PROPOSAL

Town of Cobourg COVID-19 procedures.

10.0 COMMUNICATION RESULTS

Staff will work with the Communications Department to promote the safe and gradual re-opening of the CCC.

Title:	Signing Official:	Signature:	Date:
Director, Community Services	D. Hustwick	Electronic	August 12, 2020
Deputy Director, Community Services	T. Behan	Electronic	August 12, 2020
Chief Administrative Officer (Interim)	I. Davey	Electronic	August 19, 2020

	THE CORPORATION OF THE TOWN OF COBOURG
	PARKS AND RECREATION ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Jodi Ware-Simpson, Recording Secretary
MEETING DATE:	August 4, 2020
SUBJECT:	Recommendation to Council Regarding the Cobourg Beach.

The following motion was approved at the August 4, 2020 meeting of the Parks and Recreation Advisory Committee:

Moved by Member Mutton:

WHEREAS the beach areas are an important public asset to the citizens of Cobourg, the Parks and Recreation Advisory Committee recommends that Council request staff to investigate and report on how comparable beach front communities are managing and regulating their beaches and waterfronts for public access.

CARRIED