

	THE CORPORATION OF THE TOWN OF COBOURG
	COMMITTEE OF THE WHOLE AGENDA
	June 24, 2019 – 6:00 P.M. Council Chambers, Victoria Hall, Cobourg

A Committee of the Whole meeting of the Cobourg Municipal Council will be held on Monday, June 24, 2019 at 6:00 P.M. in the Council Chambers, Victoria Hall, Cobourg.

I CALL TO ORDER

II AGENDA ADDITIONS

1. Presentation, Sarah Delicate, Spokesperson, United Shoreline Ontario (USO), regarding Lake Ontario water levels – Understanding Plan 2014 and a request for Action;
2. Presentation, Shannon Murphy, Emergency Planner, regarding a Community Update on the rising Water Levels along the Shore of Lake Ontario;
3. Delegation, Keith Oliver, Cobourg citizen, regarding an update on the progress being made for the Cobourg Adult Outdoor Fitness Park;
4. Memo from the President and CEO of Lakefront Utility Services Inc. (LUSI), regarding a response to Resolution 132-19;
5. Response to a Public Meeting held on June 24, 2019, regarding a proposed Town of Cobourg Official Plan and Zoning By-law Amendment Application from RFA Planning Consultants on behalf of JMCD Holdings for lands located over the Willmott Street road allowance, located on the northwest corner of King Street East and Willmott Street, Cobourg; and
6. Closed Session items, in accordance with Section 239(2)(a) and (f) of the *Municipal Act, 2001*.

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

III DISCLOSURE OF PECUNIARY INTEREST

IV PRESENTATIONS

1. Sarah Delicate, Spokesperson, United Shoreline Ontario (USO), regarding Lake Ontario water levels – Understanding Plan 2014 and a request for Action. 9 - 37
2. Shannon Murphy, Emergency Planner, regarding a Community Update on the rising Water Levels along the Shore of Lake Ontario.
3. Ashley Purdy, Communications Manager and Dan Keane, Bang the Table, introducing the Town of Cobourg new Public Engagement Software.

V DELEGATIONS

1. Keith Oliver, Cobourg citizen, regarding an update on the progress being made for the Cobourg Adult Outdoor Fitness Park. 38 - 39

VI DELEGATION ACTIONS

VII GENERAL GOVERNMENT SERVICES

Chair, Deputy Mayor Séguin - General Government Services Coordinator

1. Memo from the Municipal Clerk/Manager of Legislative Services, regarding the appointment of the Integrity Commissioner for the Town of Cobourg. 40 - 48

Action Recommended:

THAT Council receive the Report from the Municipal Clerk for information purposes; and

FURTHER THAT Council appoint Aird and Berlis LLP to perform Integrity Commissioner Services for the Town of Cobourg pursuant to Sections 223.3 and 223.8 of the *Municipal Act, 2001*; and

FURTHER THAT Aird and Berlis LLP be appointed as Closed Meeting Investigator for the Town of Cobourg; and

FURTHER THAT the Municipal Clerk be directed to prepare the necessary appointment By-law for the July 2, 2019 meeting of Council; and

FURTHER THAT Council authorize the preparation of a by-law to be endorsed and be presented to Council for adoption at a Regular Council Meeting to authorize the Mayor and Municipal Clerk to execute and agreement for a four (4) year term starting immediately and expiring on December 31, 2023 for the provision of services of an Integrity Commissioner.

2. Memo from the Treasurer/Director of Corporate Services, regarding the Community Services Division 2019 proposed Fees and Charges Schedules. 49 - 59

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 Mayor and Municipal Clerk to amend By-law No. 088-2017, being a by-law to adopt a fee and charges schedule for the Town of Cobourg.

3. Memo from the President and CEO of Lakefront Utility Services Inc. (LUSI), regarding a response to Resolution 132-19. 60 - 67

Action Recommended: THAT Council receive the Memo from the President and CEO of Lakefront Utility Services Inc. for information purposes.

VIII PLANNING AND DEVELOPMENT SERVICES

Chair, Councillor Beatty - Planning and Development Services Coordinator

1. Memo from the Director of Planning and Development, regarding a Ganaraska Region Municipal Working Group representative appointment on the Trent Conservation Coalition Source Protection Committee. 68 - 75

Action Recommended: THAT Council endorse the appointment of Rob Franklin, Manager of Planning Services, as the Ganaraska Region Source Protection Area's representative on the Trent Conservation Coalition Source Protection Committee.

2. Memo from the Senior Planner - Development, regarding an Application for Site Plan Approval - Development Agreement: 671 Division Street Buchanan Storage Inc. 76 - 84

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 Mayor and Municipal Clerk to execute a Development Agreement with Buchanan Storage Inc. and Lakefront Utility Services Inc. for a 371.6 m² (4,000 ft²) self storage building on the Subject Property, subject to the finalization of details by municipal staff and applicable agencies.

3. Memo from the Secretary, Cobourg Heritage Advisory Committee, regarding a Heritage Permit Application for a single story addition on property located at 38 Covert Street, Cobourg. (2500709 Ontario Inc. c/o John Lee) (HP-2019-030). 85 - 104

Action Recommended: THAT Council endorse the recommendation of the Cobourg Heritage Advisory Committee and grant a Heritage Permit HP-2019-030 to permit a single story addition and five (5) windows and door, be approved, subject to the finalization of details with Planning and Heritage Staff, and

FURTHER THAT the exterior finishes and materials to be brought back to the Cobourg Heritage Advisory Committee for review and approval through a new Heritage Permit Application for recommendation by Cobourg Heritage Advisory Committee and approval by Municipal Council.

4. Memo from the Secretary, Cobourg Heritage Advisory Committee, regarding a Heritage Permit Application for a window addition on property located at 79 King Street West, Unit E, Cobourg. (John Lee) (HP-2019-031). 105 - 116

Action Recommended: THAT Council endorse the recommendation of the Cobourg Heritage Advisory Committee and grant Heritage Permit HP-2019-031 to permit the addition of a window, subject to the finalization of details with Planning and Heritage Staff.

5. Memo from the Secretary, Cobourg Heritage Advisory Committee, regarding a Heritage Permit Application for the demolition of a garden shed and the construction of a two car garage on property located at 429 George Street, Cobourg. (Jack Wardle) (HP-2019-032). 117 - 129

Action Recommended: THAT Council endorse the recommendation of the Cobourg Heritage Advisory Committee and grant Heritage Permit HP-2019-032 to permit the demolition of a garden shed and the construction of a two car garage, subject to the finalization of details with Planning and Heritage Staff.

6. Memo from the Secretary, Cobourg Heritage Advisory Committee, regarding a Heritage Permit Application for a window replacement on property located at 275 George Street, Cobourg. (Dan and Christina Panaitescu) (HP-2019-033). 130 -
142

Action Recommended: THAT Council endorse the recommendation of the Cobourg Heritage Advisory Committee and grant Heritage Permit HP-2019-033 to permit the replacement of a window, subject to the finalization of details with Planning and Heritage Staff.

7. Memo from the Secretary, Cobourg Heritage Advisory Committee, regarding a Heritage Permit Application for alterations to the existing heritage Mansion/Cell Block, and Heritage Harbour townhouse concept located at 77-93 Albert Street, Cobourg. (1226577 Ontario Ltd. - John Lee/Laurel Clarry) (HP-2019-034). 143 -
160

Action Recommended: THAT Council endorse the recommendation of the Cobourg Heritage Advisory Committee and grant Heritage Permit HP-2019-034 to permit alterations to the existing heritage Mansion/Cell Block, and Heritage Harbour townhouse concept, subject to the conditions listed in the Memo.

8. Response to a Public Meeting held on June 24, 2019, regarding a proposed Town of Cobourg Official Plan and Zoning By-law Amendment Application from RFA Planning Consultants on behalf of JMCD Holdings for lands located over the Willmott Street road allowance, located on the northwest corner of King Street East and Willmott Street, Cobourg.

Action Recommended: THAT Council endorse the comments of the Planning Department, acknowledge the motion of support from the Planning and Development Advisory Committee, and authorize the preparation of the necessary amendments to the Town of Cobourg Official Plan and the Zoning By-law (85-2003) for lands located over the Willmott Street road allowance, located on the northwest corner of King Street East and Willmott Street, Cobourg.

OR

THAT the matter be referred to Planning Staff for a Report.

IX PUBLIC WORKS SERVICES

Chair, Councillor Darling - Public Works Services Coordinator

1. Memo from the Director of Public Works, regarding a Multi-Year Governance Agreement for Joint Transit Procurements with Metrolinx from 2019 - 2024. 161 -
198

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 Mayor and Municipal Clerk to execute a Multi-Year Governance Agreement with Metrolinx for Joint Transit Procurements from 2019 - 2024, for the purpose of purchasing transit vehicles, equipment, technologies facilitated by Metrolinx; and

FURTHER THAT Council appoint the Director of Public Works and the Engineering and Public Transit Administrator as the Member and the Alternate Member to vote on the Steering Committee in the procurement process.

2. Memo from the Director of Public Works, regarding the Bench and Transit Shelter Advertising Tender Award (CO-19-05 ENG). 199 -
207

Action Recommended: THAT Council approve and award the Bench and Transit Shelter Advertising Tender (CO-19-05 ENG) to the Bench Press Ltd o/a Creative Outdoor Advertising (COA) - Bid Option 1 - 'The Boulevard Bench for a three (3) year term with the option of renewing for an additional two (2) year term with a proposed total revenue generation of \$6,500 per year to be used towards Transit Operations.

3. Memo from the Director of Public Works, regarding the Unfinished Business Item (06-10-19) Petition for Traffic Control at the King Street/Abbott Street Crossing Guard Location. 208 -
211

Action Recommended: THAT Council receive the Report for information to address the Unfinished Business Item (06-10-19), regarding a Petition for Traffic Control at the King Street/Abbott Street Crossing Guard Location; and

FURTHER THAT Council accept and endorse the planned improvements as outlined in the Staff Report in 2019 with enhanced pavement markings and with the installation of permanent yellow flashing warning lights located within the community safety zone resulting in reduced speeds and increased speeding fines; and

FURTHER THAT Council direct Staff to monitor the location and bring a report to Council in October if improvements are recommended for consideration at the 2020 budget deliberations.

4. Memo from the Director of Public Works, regarding the Unfinished Business Item (08-13-18) Petition for excessive vehicular traffic and speeding on Monroe Street, Cobourg. 212 -
216

Action Recommended: THAT Council receive the Report for information to address the unfinished business item from the Agenda, regarding a Petition for excessive vehicular traffic and speeding on Monroe Street, Cobourg.

5. Memo from the Manager of Environmental Services, regarding the Supervisory Control and Data Acquisition (SCADA) Installation at the Wastewater Treatment Plant #1. 217 -
222

Action Recommended: THAT Council approve and award the SCADA Installation Request for Proposal (RFP) to Summa Engineering for the following tasks, as part of the Summa Engineering proposal for the installation of a SCADA system at Plant #1 in the amount of \$352,598:

1. Tasks #1 - SCADA Computer: Install and Program SCADA computer System; and

2. Task #2 - Add Buildings: Run Fiber lines from all currently unconnected buildings back to the SCADA Computer in the Operations Room;

AND FURTHER THAT Council pre-approve Summa Engineering to be awarded Tasks #3 - Add Inter-Plant Connectivity and Task #4 - Add Sanitary Pump Stations, in the amount of \$260,000 in the 2020 Environmental Services Budget.

X PARKS AND RECREATION SERVICES

Chair, Councillor Chorley - Parks and Recreation Services Coordinator

1. Memo from the Director of Community Services, regarding the Waterfront Plan 223 -
– Design and Engineering for the Cobourg East Pier and Victoria Park 238
Campground.

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

FURTHER THAT Council authorize *thinc design* to be engaged for an amount of \$45,000 (plus HST) to conduct public engagement on design options for the East Pier and Campground with the initial costs for this work to be taken from the \$155,000 allocated in the 2019 Capital Budget for design and engineering work for the East Pier, Campground and West Harbour/West Headland/West Beach; and

FURTHER THAT Council direct staff to begin the procurement process for engineering services to develop drawings, costs and tender documents for construction for the East Pier and Campground repairs and improvements based on the preferred designs, and any subsequent additional direction from Council, at the end of the public engagement process; and

FURTHER THAT the additional estimated engineering and construction costs be submitted through the 2020 Budget process.

2. Memo from the Secretary, Parks and Recreation Advisory Committee, 239
regarding an Outdoor Adult Fitness Park in the Town of Cobourg.

Action Recommended: THAT Council accept for information purposes the Outdoor Adult Fitness Park Report that was presented to the Parks and Recreation Advisory Committee at its June 4, 2019 Meeting and to Council at its June 10, 2019 Meeting, and

FURTHER THAT Council consider the concept and determine potential timelines for implementation.

XI PROTECTION SERVICES

Chair, Councillor Burchat - Protection Services Coordinator

1. Memo from the Chief Building Official, regarding the Unfinished Business Item 240 -
04-08-19: Request for an Exemption to the Sign By-law for 805 William Street, 247
Cobourg.

Action Recommended: THAT Council receive the report from the Chief Building Official for information; and

FURTHER THAT Council grant an exemption to the Sign By-law (008-2009) to permit six (6) additional fascia signs, for a total of 13.55 square meters of signage on 805 William Street, which consist of one (1) additional fascia signs on the north exposure (parking lot), two (2) additional fascia sign on the east exposure, and three (3) additional signs on the south exposure.

XII ARTS, CULTURE AND TOURISM SERVICES

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

1. Memo from the Secretary of the Sustainability and Climate Change Advisory Committee, regarding Motions to support the Town of Cobourg as a Blue Community. 248 - 252

Action Recommended: THAT Council endorse the recommendation of the Sustainability and Climate Change Advisory Committee and adopt the three (3) suggested Motions regarding

1. the Right to Water and Sanitation;
2. the Banning/Phasing out of Bottled Water in Municipal Facilities and Municipal Events; and
3. Water Bottle Filling Stations.

XIII UNFINISHED BUSINESS

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

- | | |
|----------|--|
| 08-13-18 | Petition excessive vehicular traffic and speeding on Monroe Street, Cobourg (Public Works) |
| 11-26-18 | Memo from John Ewart, Town of Cobourg Municipal Ombudsman, regarding a Town of Cobourg Ombudsman Complaint 1-2018. (Legislative Department) |
| 01-28-19 | Terms of Reference regarding a social planning and/or Community Development Advisory Committee, regarding affordable housing by June 2019 (Legislative Department) |
| 02-19-19 | Review of the Taxicab by-law, with the inclusion of ride sharing transportation such as Uber or Lyft, and with input by the public and taxicab owners and operators by November 25, 2019. (Legislative Department) |
| 02-25-19 | Update the Capital Sidewalk Extension Program Priority Guidelines to reflect actual walking/driving distances for Northwood Drive by September 30, 2019 (Public Works) |
| 04-01-19 | Staff Report reviewing the impacts of the Traffic Study for Lower Division Street/Esplanade Area by October 15, 2019 (Public Works) |
| 04-01-19 | Staff Report reviewing the impacts of the Traffic Study for Condo. Corp. #58-148 Third Street (Public Works) |
| 04-08-19 | Correspondence from Dorothy Pearce, regarding a Sign By-law (008-2009) exemption for 805 William Street, Cobourg (Building Department) |
| 04-23-19 | CAO to develop a Municipal Council a Strategic Plan Action Report that sets out work, costs, timelines and Division/Department resources required for the 2019 – 2022 Council Strategic Plan Implementation by July 22, 2019 |
| 04-29-19 | Legal Opinion Report in response to the Municipal Ombudsman Complaint 03-2018 – William Street Beer Company by June 10, 2019 (Legislative Department) |
| 05-13-19 | Report reviewing the Town of Cobourg Public Comment and Complaint Policy by September 23, 2019 (Legislative Department) |

- 05-13-19 Traditional Land Acknowledgment Statement to be read at Council Meeting (Legislative Department)
- 05-13-19 Staff Report regarding the execution of the Property Standard Order on 411 King Street East, Cobourg by August 12, 2019 (Building Department)
- 05-21-19 Extension of the RFP for the position of the Municipal Ombudsman until July 4, 2019 (Legislative Department)
- 06-03-19 Staff Report in response to correspondence from the Chair of the Town of Cobourg Holdings Inc., regarding an amendment to the 2006 Promissory Note.
- 06-10-19 Staff Report regarding Adult Fitness Park in Cobourg by October 15, 2019 (Community Services)
- 06-10-19 Staff Report regarding the creation of the Civic Awards Advisory Committee by September 3, 2019 (Legislative Services)

XIV COMMITTEE OF THE WHOLE OPEN FORUM

XV CLOSED SESSION

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

s. 239(2)(a) The security of the property of the municipality or local board:

1. Municipal property lease agreement

s. 239(2)(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose:

1. Solicitor opinion regarding Resolution 132-19

XVI ADJOURNMENT

**Cobourg
June 2019**



Understanding Lake Ontario Water Levels

Impacts and call for action – United Shoreline

Lake Ontario Drainage Basin

Legend

- Lake Ontario Drainage Basin
- St. Lawrence Drainage Basin
- Provincial Border
- International Border
- Tributaries
- Cities/Towns



2) Rain/Snow melt makes up the rest of the inflow

4) When Ottawa and Montreal are **flooding**, L.O outflows are reduced and L.O rises. When levels are allowed to reach this extreme, they are powerless to stop L.O. flooding. (1"= 11")

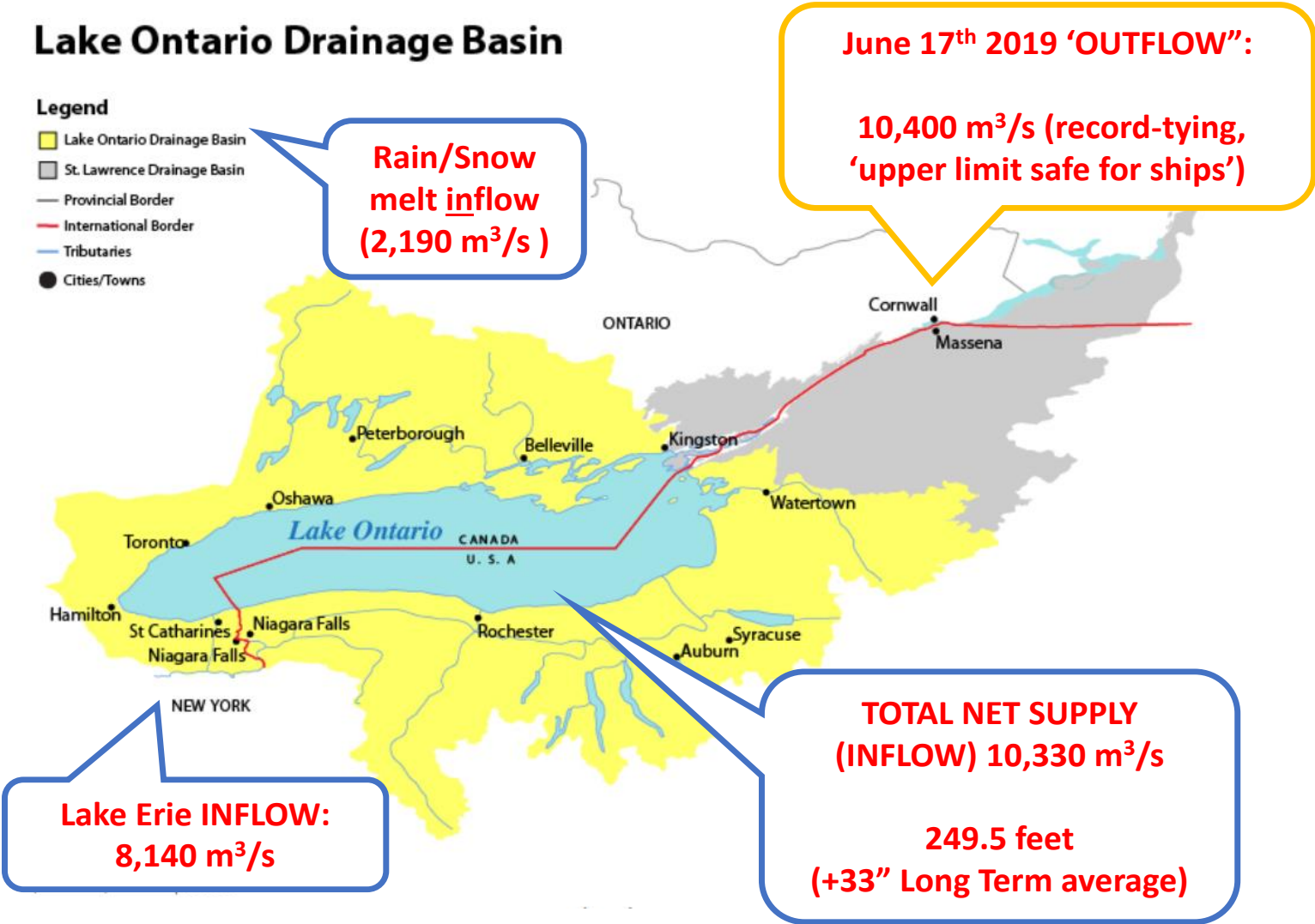
1) 85% of Lake Ontario inflow comes from Lake Erie (*record high*)

3) The outflows into the St. Lawrence River is controlled by the Moses Saunders Dam in Cornwall

Lake Ontario Drainage Basin

Legend

- Lake Ontario Drainage Basin
- St. Lawrence Drainage Basin
- Provincial Border
- International Border
- Tributaries
- Cities/Towns



**Rain/Snow
melt inflow
(2,190 m³/s)**

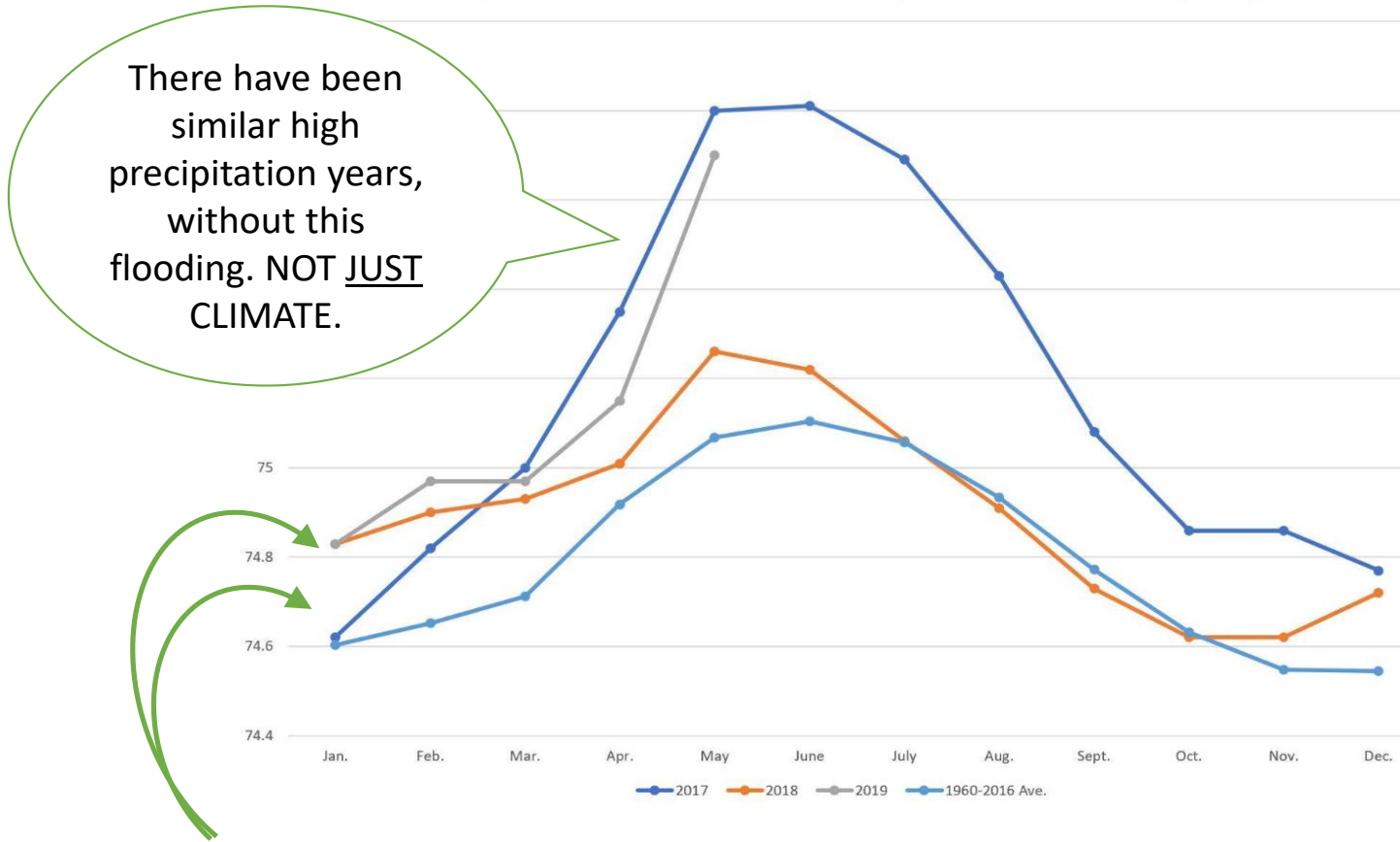
**June 17th 2019 'OUTFLOW':
10,400 m³/s (record-tying,
'upper limit safe for ships')**

**Lake Erie INFLOW:
8,140 m³/s**

**TOTAL NET SUPPLY
(INFLOW) 10,330 m³/s

249.5 feet
(+33" Long Term average)**

Monthly Lake Level 2017, 2018, and 2019 as compared to 1960-2016 monthly average



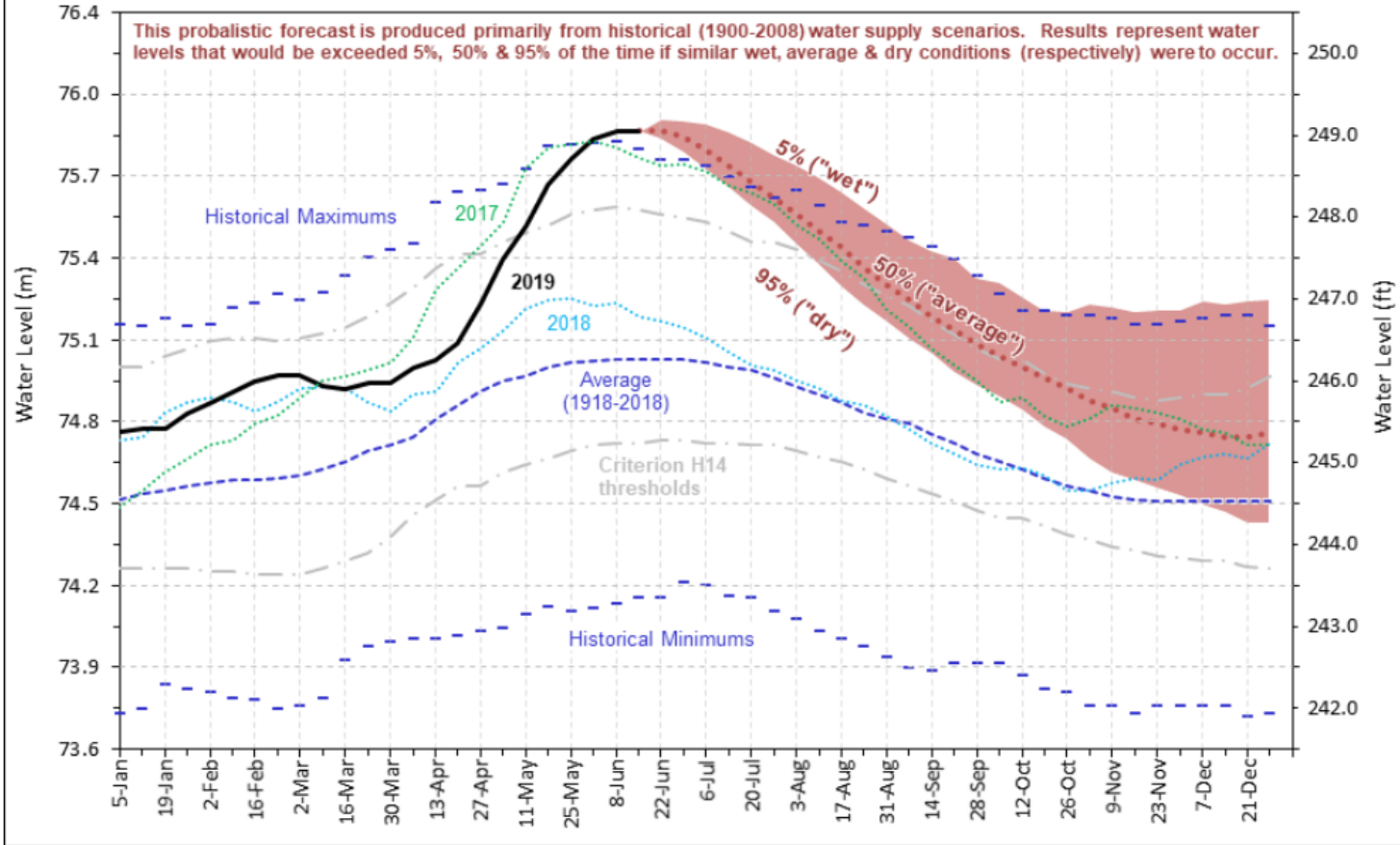
There is something dramatically different in how lake levels are being managed in the spring (Jan - May) due to Plan 2014.

DATA FROM:

https://www.glerl.noaa.gov/data/dashboard/GLWLD.html?fbclid=IwAR39rhBhTS2-5XZdCsC3li03iLOpLM2e9GzJW0zgW9V7D4G_h-COjW4qFc

Lake Ontario Water Level Forecast

for the weeks ending 14 June through 31 December 2019 (issued on 06 June)



An aerial photograph of a dam on Lake Ontario. The dam is a long, concrete structure with several red gates. A large blue arrow points from the text box to the dam. The surrounding area includes a green shoreline with trees and a small building with a blue tower.

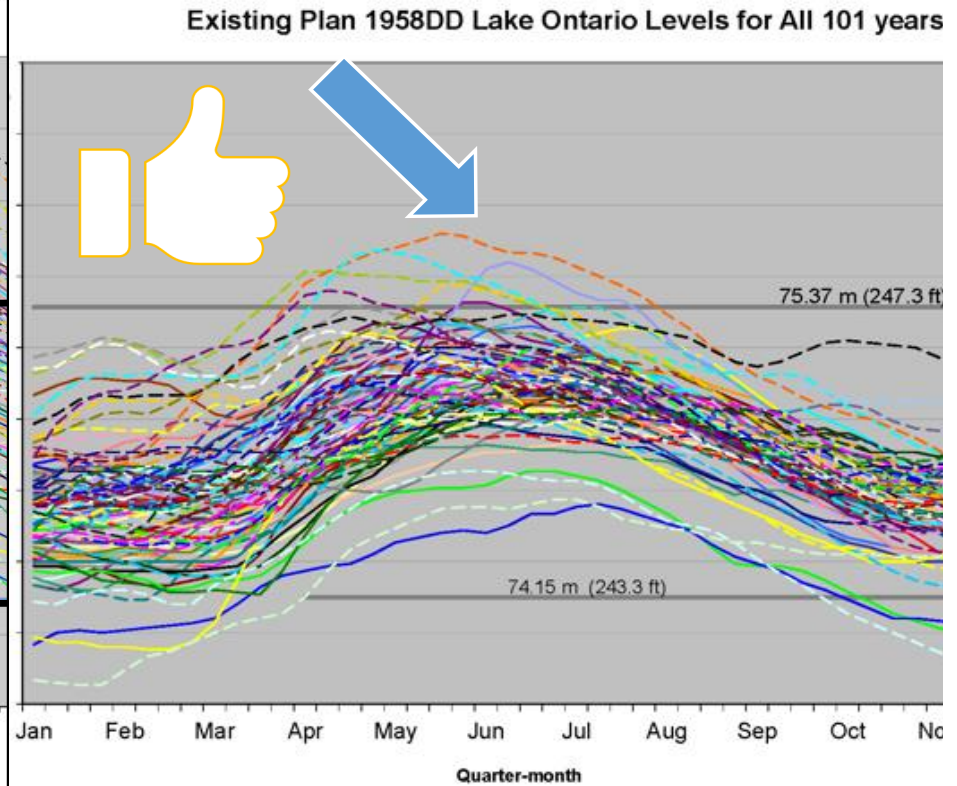
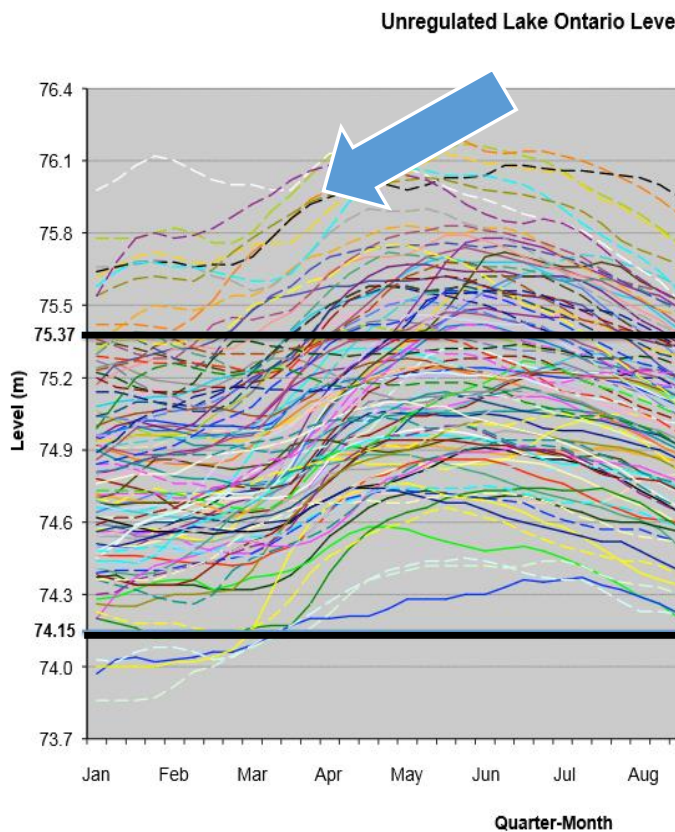
Lake Ontario outflows are
REGULATED.

“Plan **1958DD**” regulated
outflows from the
1950’s to 2016.

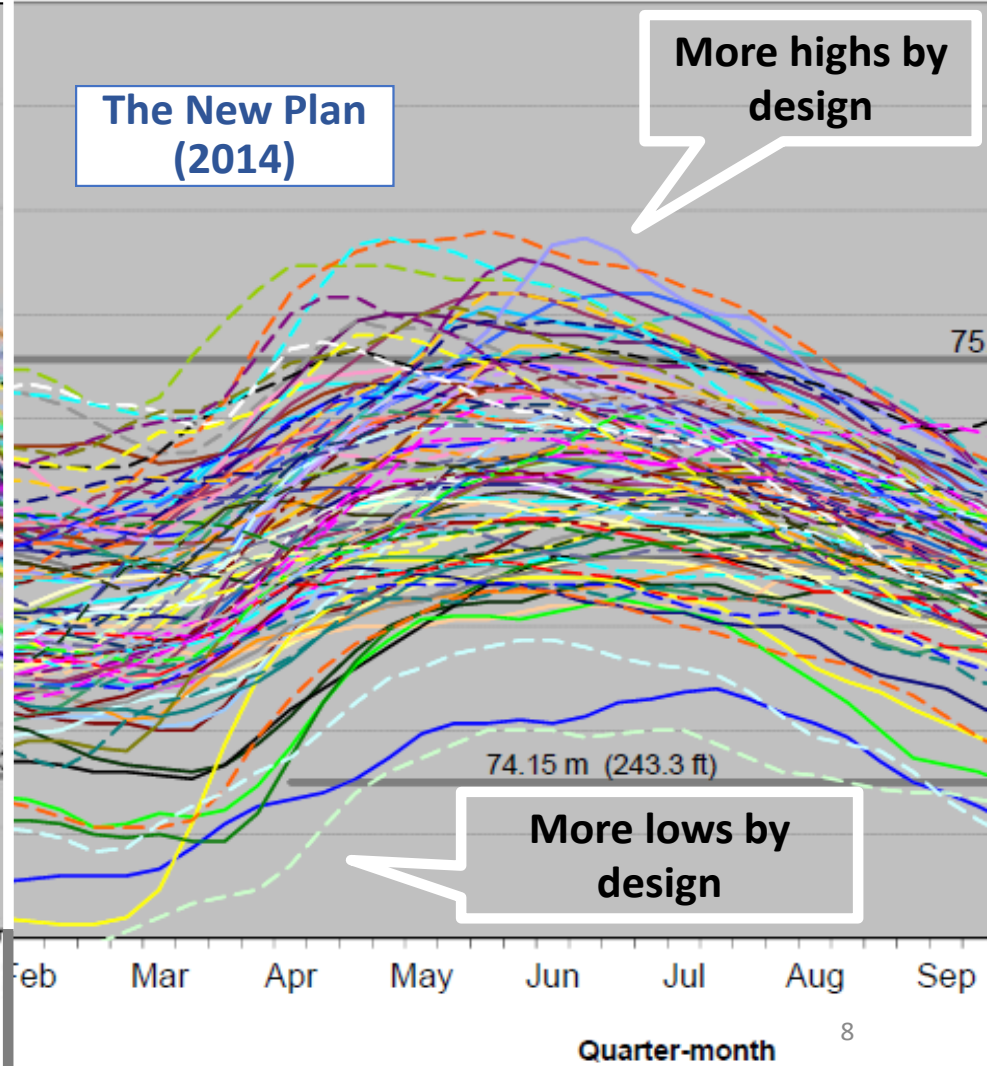
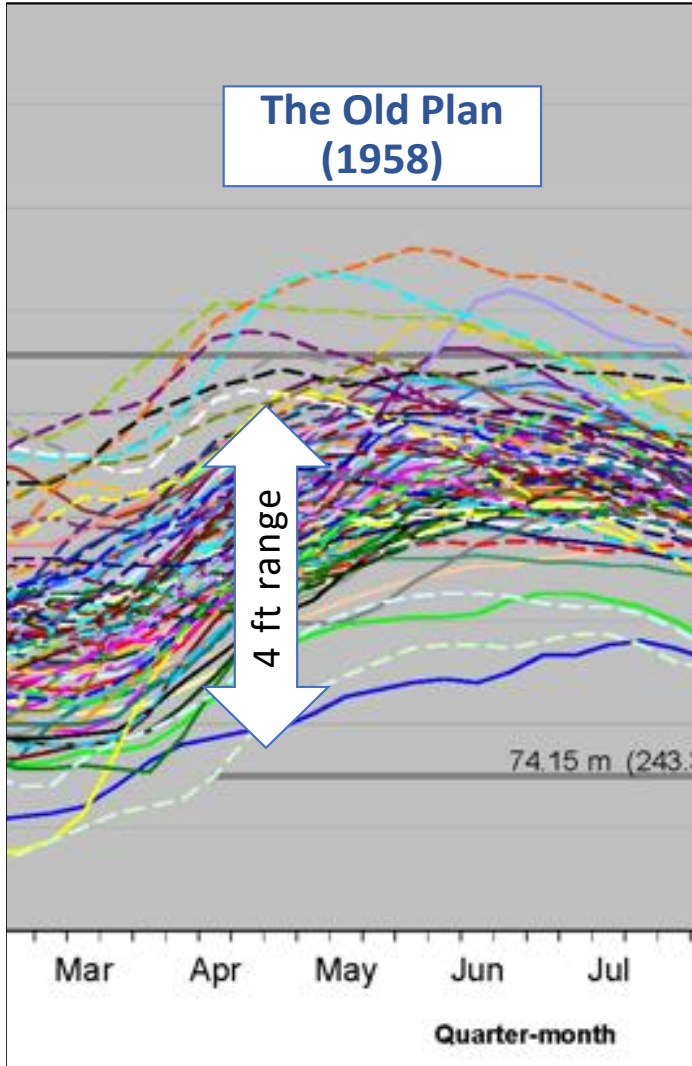
Plan 2014 was introduced
January 2017.

Plan 2014 is designed to allow for
“higher highs” and “lower lows”
on Lake Ontario, over extended
periods of time.

For 50+ years, Federal, Provincial and Municipal authorities **trusted** the limits of 1958DD in setting engineering designs and policies for such things as set backs, boat launches, public and private docks, public infrastructure as well as private shore protections permits.



From a 4' range to a 7' range... then add ½ – 2 meter waves!



If you introduce more water,
which glass will overflow first?



Plan
1958DD



Plan
2014

*They 'could'
have
released
more water
in the fall so
we were
lower
coming into
the spring (L.
Erie record
highs...).*

***But Plan
2014 does
not allow it.
The levels
are left high,
by design.***



Plan 2014 is LESS FLEXIBLE. *Climate Change?*

“Some of the benefits now [1958DD] ...are the result of ad hoc, discretionary decisions by the International St. Lawrence River Board of Control. Plan 2014 will make these benefits more assured and predictable, by removing the discretionary aspect of many of these decisions and formally making them part of the Plan’s regulation rules.” (Pg. 10, Plan 2014)

Plan 2014 will use the releases prescribed ... until Lake Ontario levels reach specified high or low trigger elevations. If levels reach the high trigger levels, then the Board will... (deviate).” (pg. 32, Plan 2014)

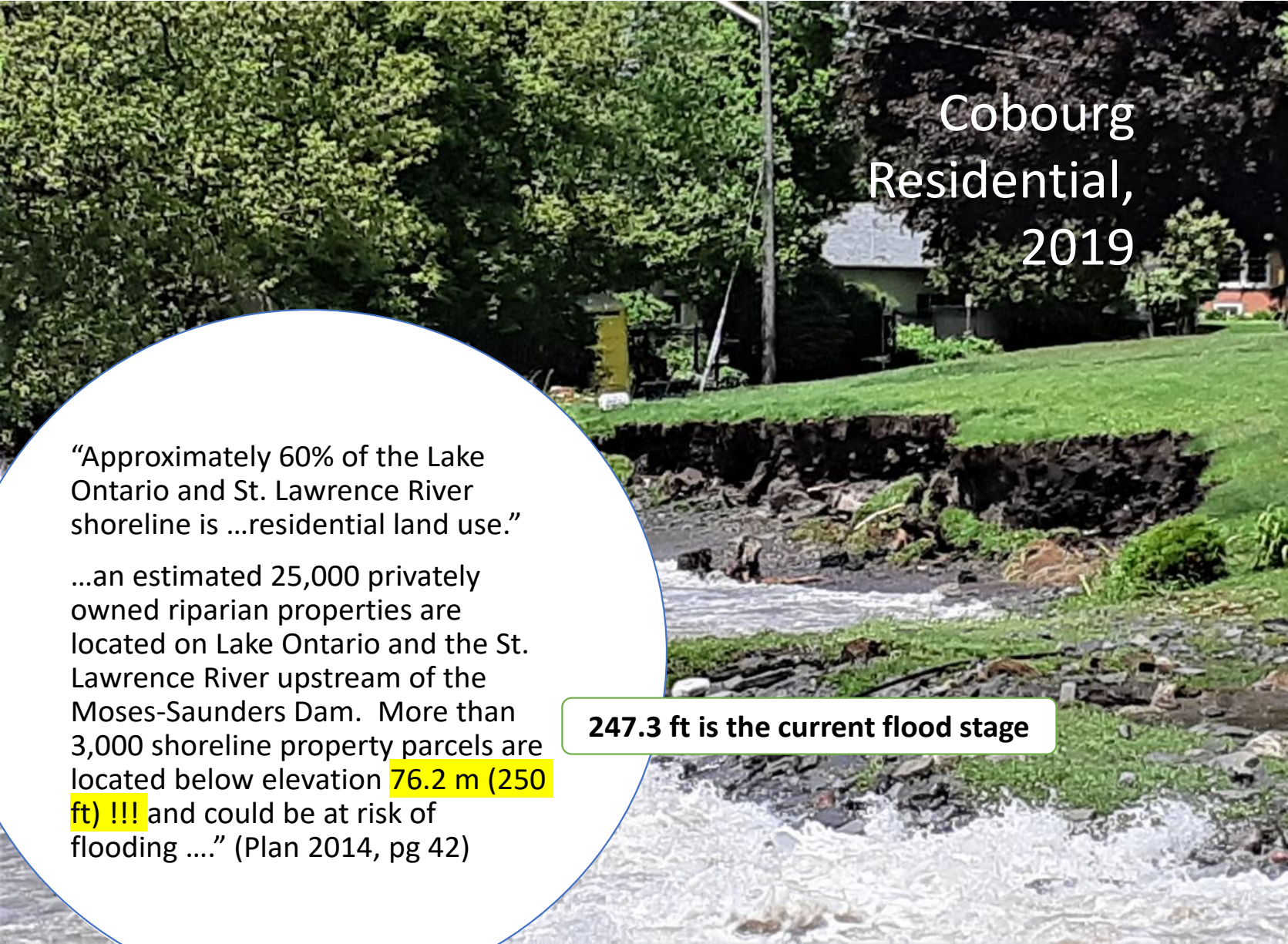
Listen critically to the news:

“The board did not miss any opportunities to remove water in 2018,” said Frank Bevacqua, public information officer for the IJC. “The goal was to remove as much water **as possible**, based on conditions in the St. Lawrence River.” *May 22nd 2019, Watertown Daily Times*

When they say they are releasing the 'maximum possible', they actually mean the maximum **permissible** by Plan 2014, not the maximum HUMANLY possible.

THEY CANNOT DEVIATE until extreme triggers are reached.





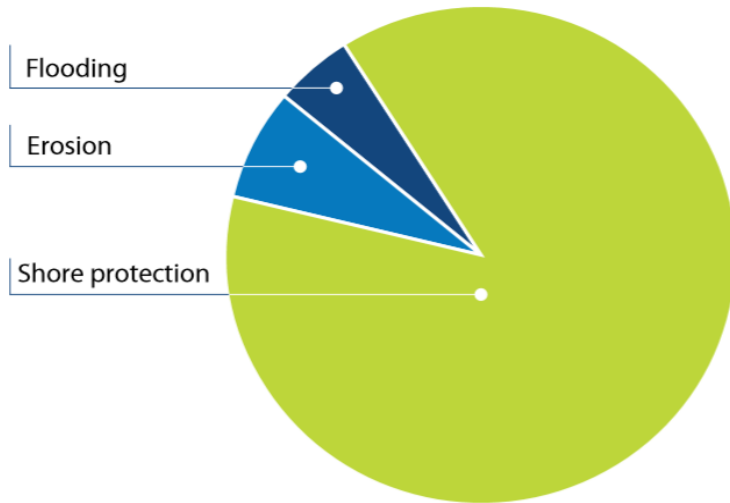
Cobourg Residential, 2019

“Approximately 60% of the Lake Ontario and St. Lawrence River shoreline is ...residential land use.”

...an estimated 25,000 privately owned riparian properties are located on Lake Ontario and the St. Lawrence River upstream of the Moses-Saunders Dam. More than 3,000 shoreline property parcels are located below elevation **76.2 m (250 ft) !!!** and could be at risk of flooding” (Plan 2014, pg 42)

247.3 ft is the current flood stage

Increases in Lake Ontario Coastal Damage under Plan 2014, by Type



Coastal damage will occur no matter the regulation plan

Most of the damage is to shore protection structures, not homes

More often than not, Plan 2014 would increase damages compared to Plan 1958DD

Plan 2014, Pg. 45

Plan 2014 acknowledges the increase in flooding, erosion and damages.

But Municipalities were not warned or given funds to prepare, mitigate or respond.

“Based on historical supplies, Plan 2014’s projected maximum level would be 2.4 inches (6 centimeters) higher than the maximum level under 1958DD --- about as tall as a tennis ball”

Plan 2014 changes the real trigger levels for April, May and June **by over a foot (30 cm)**, allowing the lake to go up a **foot higher** during the wet season and averaging it out with lower levels during the winter.

A foot higher during unpredictable rainy seasons =
more erosion and flooding

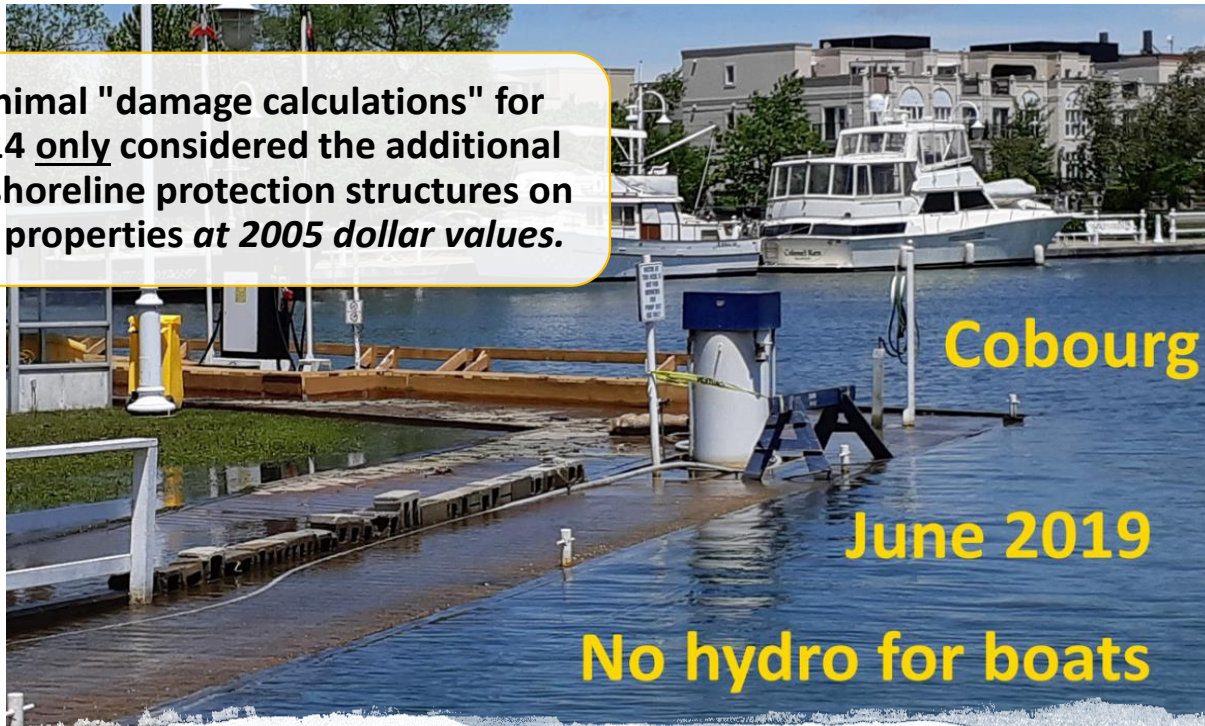
<https://www.ijc.org/sites/default/files/2019-04/Plan2014.pdf>



**THIS IS
AN
ANNUAL
AVERAGE!**

Plan 2014,
Pg. 35

The minimal "damage calculations" for Plan 2014 only considered the additional costs of shoreline protection structures on PRIVATE properties *at 2005 dollar values.*



The following costs were not included:

- × emergency response
- × damages to municipal infrastructure (roads, drainage, sewer)
- × damages to public parks and beaches
- × damages to properties on bays and creek inlets
- × lost economic activity from shoreline businesses
- × lost taxes due to decreased property values

Cobourg June 2019

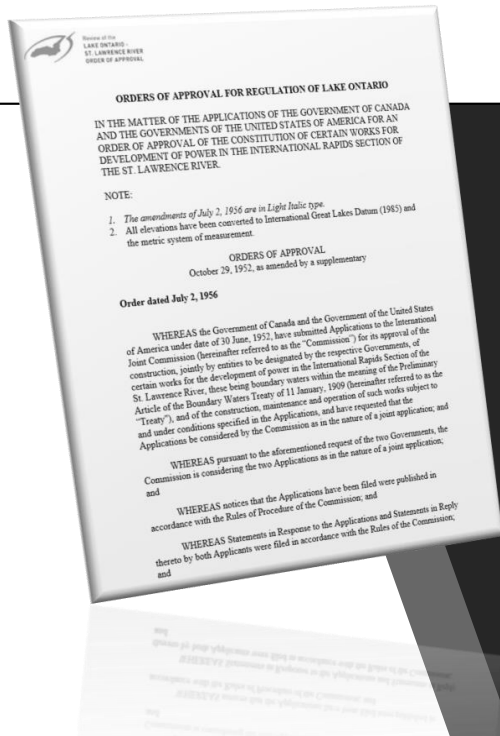
*Municipalities appear
to be the losers in
Plan 2014.*

*(Hydro and Shipping
are winners)*

Plan 2014

“Order of Approval”

December 2016



CONDITIONS:

“In Accordance with article VIII of the [1909 Boundary Waters] Treaty, interests on either side of the International Boundary that are injured by reason of the construction, maintenance and operation of the works shall be given suitable and adequate protection and indemnity as provided by the laws in Canada, or the Constitution and laws in the United States respectively.”

“The IJC is well aware that Plan 2014 will increase shoreline erosion and costs.”
Municipalities, business and home owners,
WHERE IS THAT PROTECTION AND INDEMNITY??

Plan 2014 appears to violate three Principle Guidelines of the IJC Study.

1. "If damages result from any plan, they should not fall disproportionately on any one geographic area or interest group."
 - **Almost all the damages from Plan 2014 fall to the Lake Ontario shoreline*
2. "If damages are anticipated, mitigation and compensation measures should be in place prior to implementation."
 - **Plan 2014 has none.*
3. "Any plan should be developed in an open process with wide public participation."
 - **Plan 2014 was developed **in secret** by a group that only consulted with environmental advocates.*



*Dr. Frank Sciremammano was a member of the IJC study and is a current member of the International St-Lawrence River Board of Control.

In summary:

- × **Plan 2014** puts your shoreline infrastructure built to Plan 1958DD at risk;
- × **Plan 2014** will cost millions in coastal damages and emergency response;
- × **Plan 2014** violates the IJC Study “Principle Guidelines”
- × **Plan 2014** violates international treaty provisions for *protection and indemnity*.
- × **Plan 2014** transfers the risk and the burden of cost to those that can afford it the least (shoreline citizens), and to those with the fiduciary duty to protect them (Municipalities), *without mitigation or compensation*.



Toronto, Ontario
Spring flooding, 2017

Ontario opposition to Plan 2014 is growing...

Niagara Lake
on-the-lake
Department of Corporate Service
1593 Four Mile Creek Road
P.O. BOX 100, Virgil, ON L0S 1
905-468-3266 • FAX: 905-468-29
www.notl.org

Ajax
By the Lake
The Right Honourable
Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street

Clarington
General Government Committee
Minutes
June 19, 2017
That all interested parties listed in Report EGD-015-17 and any delegations be advised
of Council's decision.
Carried
20.2 Request to Strike Committee to Review Mitigation and Safety Plan for Great
Lakes and St. Lawrence Seaway Communities
#GG-357-17
Mayor Foster, seconded by Councillor Woo

Northumberland County
Resolution
Moved By *[Signature]*

Todd Smith, MPP
Bay of Quinte
Ontario

June 14, 2019
Hon. Catherine McKenna
Minister of Environment and Climate Change
200 Sacre-Coeur Blvd
Gatineau, QC K1A 0H3
Dear Minister,
For the second time in the past three years, waters on Lake Ontario and the Bay of Quinte have risen
to the point where shoreland in my riding has been flooded and landowners negatively affected.
As you are aware, it has been three years since the International Joint Commission (IJC) introduced
Plan 2014 to control water levels on the St. Lawrence River and Lake Ontario. Given the regular occurrence
of these catastrophic floods since and recognizing the calls from New York State and from residents
of these catastrophic shores of Lake Ontario, I'd urge you to engage with Ontario and represent
the interests of the States of America, New York State and the IJC to immediately re-evaluate the
IJC's Plan 2014 to protect shoreline landowners.

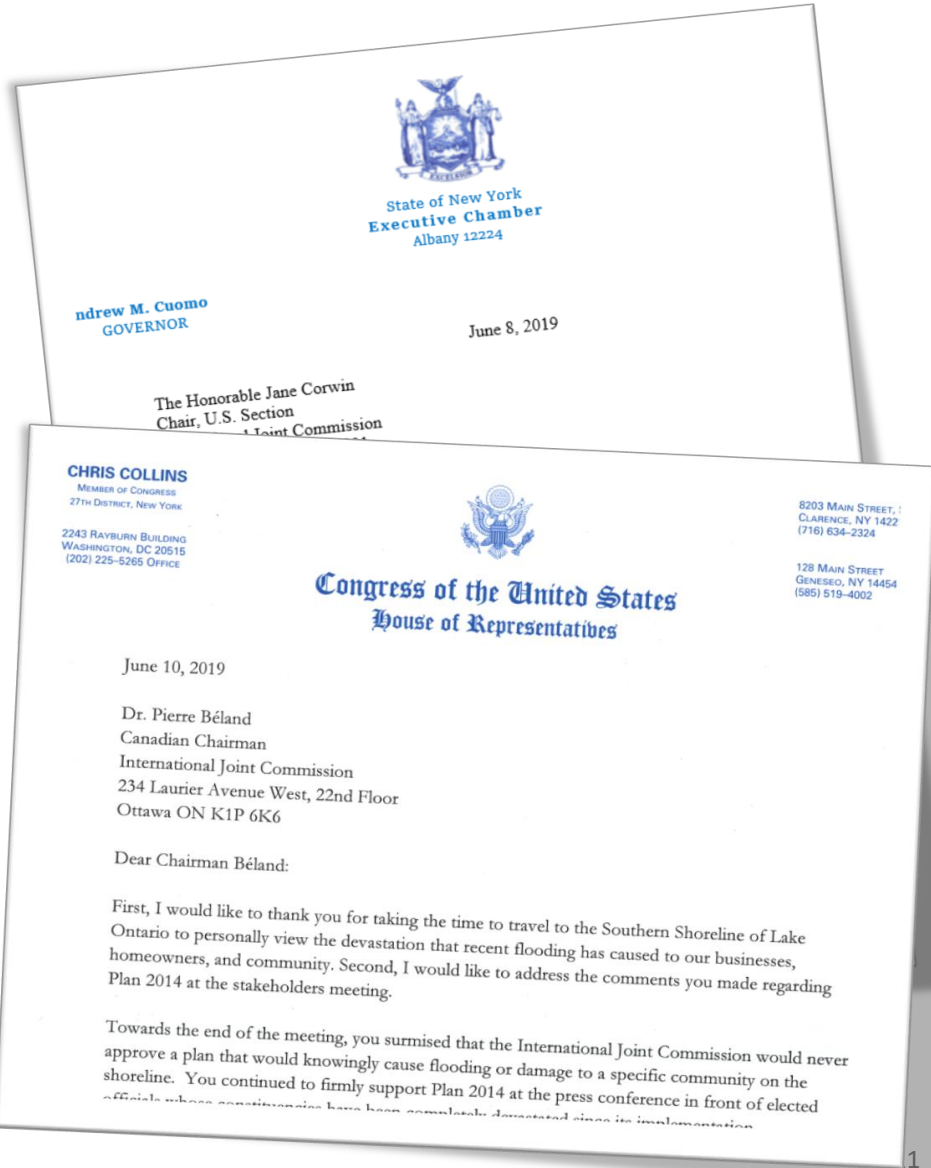
Steve Clark, MPP
Leeds-Grenville-Thousand Islands
and Rideau Lakes
June 17, 2019
Pierre Béland & Jane Corwin
Commission Co-Chairs
International Joint Commission
Canadian Section
234 Laurier Avenue West, 22nd Floor
Ottawa, ON K1P 6K6
Dear Co-Chairs Béland & Corwin:
As MPP for Leeds-Grenville-Thousand Islands and Rideau Lakes, I'm writing on behalf of the residents,
businesses and municipalities in my riding who have suffered significant losses due to this year's
flooding along the St. Lawrence River.
This is the second time in just three years that record-high water levels have inundated the
people I represent. In addition to the damage to property and the loss of
substantial revenue that they will never see, the fact they were still rebuilding
the fact they were still rebuilding

Ontario LEGISLATIVE ASSEMBLY
Constituency Office:
101 Strogger Blvd
Suite 111
Brookville, Ontario
K2V 5J9
Tel: (913) 942-9622
Toll Free: 1-813-267-110
Fax: (913) 342-2607

New York is not prepared to accept Plan 2014

There are many elected officials in NY that have written such letters.

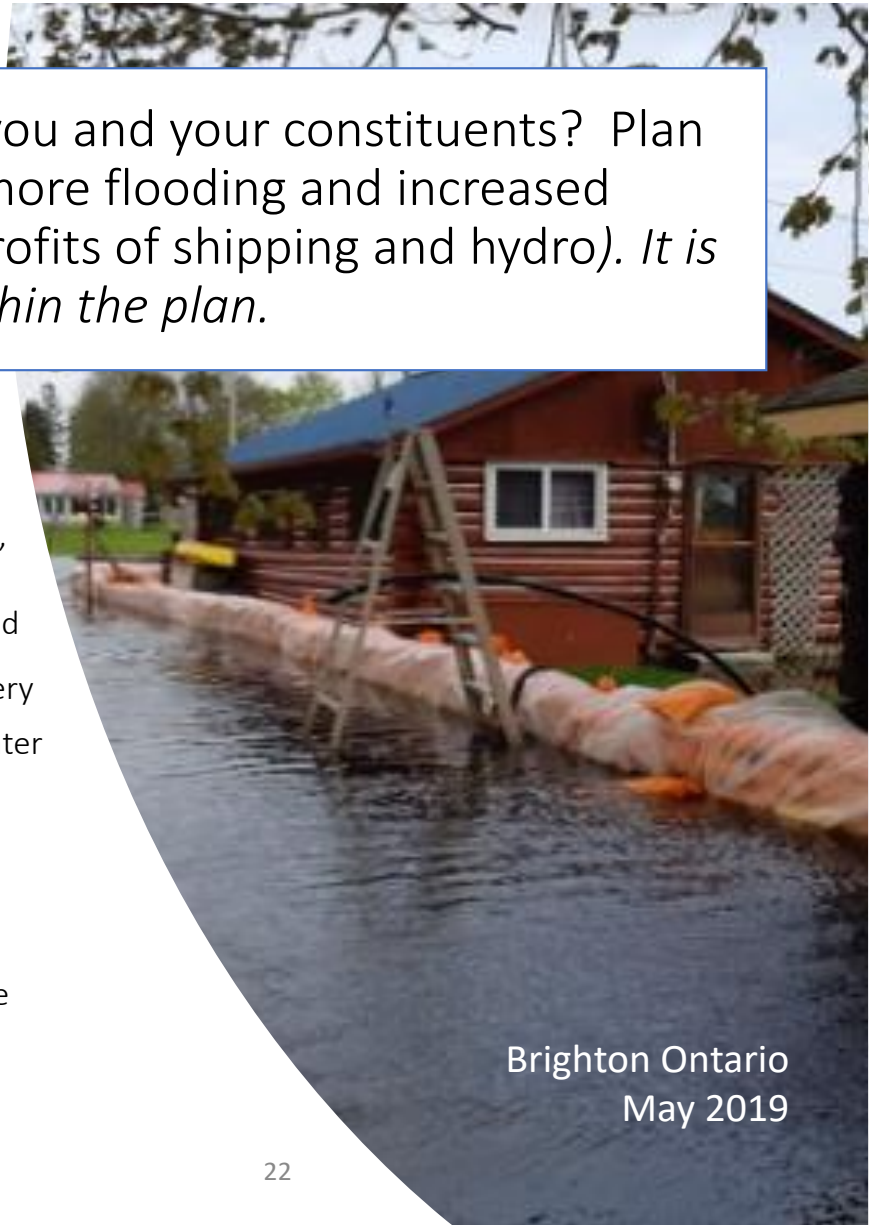
The first of many promised class action lawsuits has been filed.



What has 2017 and 2019 cost you and your constituents? Plan 2014 brings you higher highs, more flooding and increased erosion (while increasing the profits of shipping and hydro). *It is actually written that plainly within the plan.*

Please consider passing a resolution requesting:

- an immediate modification of Plan 2014 to better protect the interests of Municipalities, Emergency Responders and Riparian's
- a review and increase to the funding provided to municipalities for flood prevention, preparation, mitigation, response and recovery
- that the IJC, as required by the Boundary Water Treaty, protect and indemnify the Town of Cobourg and the town's shoreline residents and business owners from all damages resulting from Plan 2014.
- that the provincial and federal governments strike a committee to review mitigation and safety plans for the communities fronting the Great Lakes and St Lawrence Seaway



Brighton Ontario
May 2019



Emergency Management: What has Clarington done?

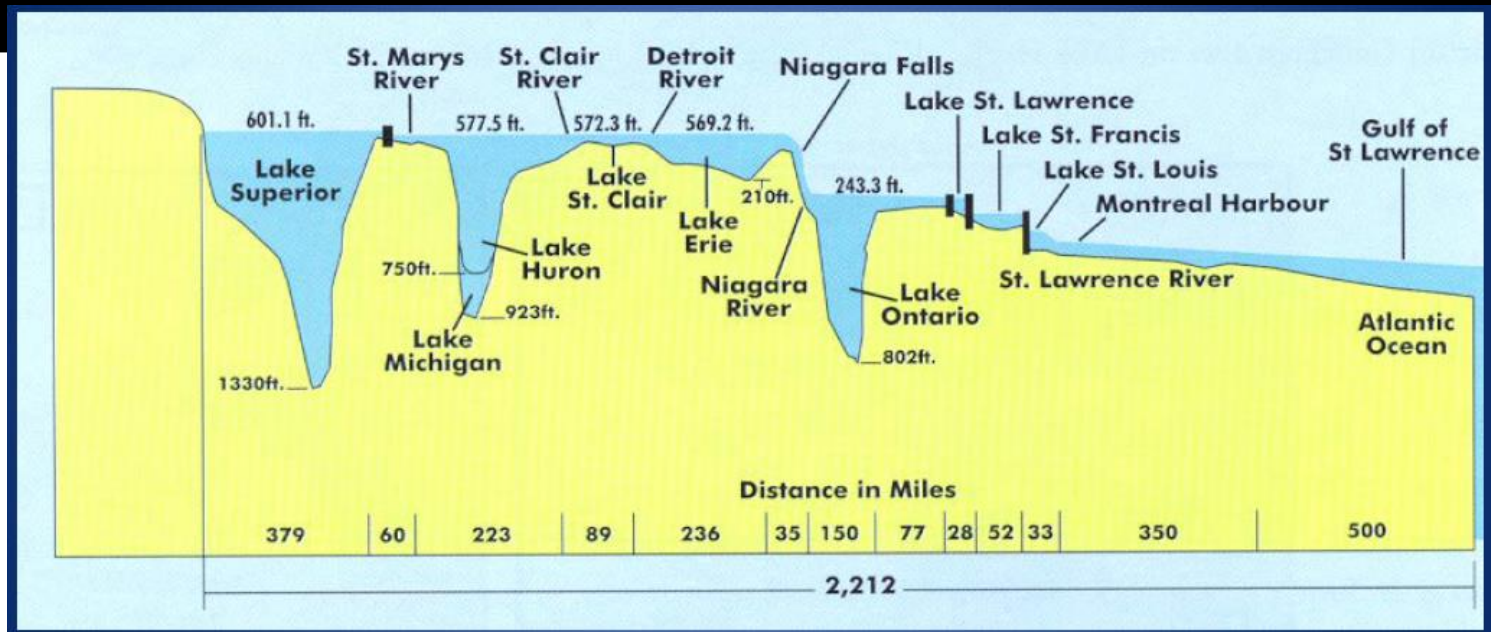
- Coordinated a municipal brigade of flood volunteers who have been trained and are on Rapid Notify
- Called in NGO Alliance - ADRA, the Red Cross, Knights of Columbus, St. John's Ambulance and OVERT
- Coordinated the efforts of 100's of volunteers to fill and deploy 1000's of sandbags, including multiple builds at local high schools.
- Bags were transported by the thousands and walls were built in partnership with the residents, wrapped in poly. It has taken heavy equipment and large daisy-chains of people to build walls over many weeks.
- Formed an emergency committee with residents to ensure effective response and communications, they meet weekly

Plan 2014

Background slides

Water flow and water levels are managed through 2 locations on the Great Lakes-St. Lawrence River system.

Lake Ontario is the lowest lake of the Great Lakes Basin, separated from the upper basin by the large drop at Niagara Falls.



Like dominos, if any of the upstream Great Lakes has rising water, that lake dumps into the next, ultimately going through the Moses Saunders Dam to the Atlantic Ocean

No disproportionate losses, no mitigation necessary... (IJC)

- P 94 of the Study Board's report states: The Study Board considered mitigation requirements for each of the candidate Plans. There were mixed views on this, with a Study Board majority determining that **there were no disproportionate losses and, hence, that no mitigation was necessary for implementation of any of the Plans.**
- This view held that all the candidate Plans fulfilled the Study Board Guidelines and principles, with a net improvement in ecological and economic benefits....



Colborne, Ontario, 2017

The Study Board Report (issued in 2006) did not have Plan 2014 in front of it.

“Plan 2014 and its predecessor Plan Bv7, which increased the damages to Lake Ontario while holding all others harmless, **were not developed and announced until after 2011.**”

So the Study Board could not have any opinion regarding mitigation or compensation for Plan 2014 since the Board did not exist after 2006.”

Dr. Frank Sciremammano was a member of the IJC study and is a current member of the International St-Lawrence River Board of Control.

The 'science' is questionable.

“The Study was conducted and reported in a manner biased against residents and businesses located on the shoreline and embayments of Lake Ontario;

The Study lacks the scientific data, analysis and justification to reach the stated conclusions and recommendations;

In reviewing the scientific basis for the Study conclusions, a special panel of the **National Research Council** concluded that the scientific work done is neither sufficient nor adequate to support the kind of decision-making attempted.

Even if the above two factors are discounted, the Study recommendations represent poor public policy, ignoring essential social and economic considerations that should be factored into decisions regarding the operation of the system.”

MINORITY REPORT

Minority Opinion Concerning the Lake Ontario St. Lawrence River Study



Minority Report of the
Lake Ontario - St. Lawrence River
Study

to the

International Joint Commission
March 2007



		Lake Ontario level (m IGLD85)		Lake Ontario level (ft IGLD85)	
		High Trigger	Low Trigger	High Trigger	Low Trigger
1	1-Jan	75.03	74.13	246.16	243.21
2		75.07	74.13	246.29	243.21
3		75.10	74.13	246.39	243.21
4		75.13	74.12	246.49	243.18
5	1-Feb	75.14	74.12	246.52	243.18
6		75.14	74.12	246.52	243.18
7		75.13	74.11	246.49	243.14
8		75.14	74.11	246.52	243.14
9	1-Mar	75.16	74.13	246.59	243.21
10		75.18	74.15	246.65	243.27
11		75.22	74.19	246.78	243.41
12		75.27	74.25	246.95	243.60
13	1-Apr	75.33	74.33	247.15	243.86
14		75.40	74.40	247.38	244.09
15		75.45	74.46	247.54	244.29
16		75.50	74.51	247.70	244.46
17	1-May	75.53	74.55	247.80	244.59
18		75.56	74.58	247.90	244.69
19		75.60	74.61	248.03	244.78
20		75.62	74.62	248.10	244.82
21	1-Jun	75.63	74.64	248.13	244.88
22		75.62	74.65	248.10	244.91
23		75.60	74.65	248.03	244.91
24		75.59	74.65	248.00	244.91
25	1-Jul	75.57	74.65	247.93	244.91

		Lake Ontario level (m IGLD85)		Lake Ontario level (ft IGLD85)	
		High Trigger	Low Trigger	High Trigger	Low Trigger
26		75.54	74.64	247.83	244.88
27		75.50	74.63	247.70	244.85
28		75.47	74.61	247.60	244.78
29	1-Aug	75.43	74.59	247.47	244.72
30		75.39	74.56	247.34	244.62
31		75.34	74.53	247.18	244.52
32		75.30	74.50	247.05	244.42
33	1-Sep	75.26	74.46	246.92	244.29
34		75.20	74.42	246.72	244.16
35		75.15	74.39	246.56	244.06
36		75.10	74.35	246.39	243.93
37	1-Oct	75.06	74.31	246.26	243.80
38		75.01	74.27	246.10	243.67
39		74.97	74.24	245.96	243.57
40		74.95	74.20	245.90	243.44
41	1-Nov	74.94	74.18	245.87	243.37
42		74.92	74.17	245.80	243.34
43		74.91	74.16	245.77	243.31
44		74.92	74.16	245.80	243.31
45	1-Dec	74.93	74.15	245.83	243.27
46		74.93	74.15	245.83	243.27
47		74.95	74.14	245.90	243.24
48		75.00	74.13	246.06	243.21

We could see April levels as high or higher than 247.3 (which is the current flood stage) and these catastrophic levels could remain for 5 months in a row and the board would not be required to act.



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

Delegation Request Form

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

1. CONTACT INFORMATION

Name of Delegate(s):

KEITH OLIVER

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

COBOURG ADULT OUTDOOR FITNESS PARK - FITNESS PARK WORKING GROUP

Phone:

[REDACTED]

E-Mail:

[REDACTED]

2. MEETING SELECTION

I wish to appear before:

Committee of the Whole Regular Council Advisory Committee or Local Board

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

Meeting Date Requested:

JUNE 24, 2019

3. DELEGATION REQUEST

General Nature/Purpose of the Delegation:

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

Report on consequences of motion passed by Council on June 10th concerning direction given to staff to do their best to submit an application for the funding of an Adult Outdoor Fitness Park to the FEDERAL New Horizons for Seniors Program by June 21st.

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)

BRIEF Report on progress being made.

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:

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

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

KEITH OLIVER



2019/06/21

Print Full Name


Signature

Date (YYYY/MM/DD)

Municipal Clerk or Designate

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

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

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council Members	
FROM: TITLE:	Brent Larmer Municipal Clerk/Manager of Legislative Services	
DATE OF MEETING:	Monday June 24, 2019	
TITLE / SUBJECT:	Appointment of Integrity Commissioner for the Town of Cobourg	
REPORT DATE:	May 15, 2019	File #:

1.0 STRATEGIC PLAN

Not Applicable

2.0 PUBLIC ENGAGEMENT

Not Applicable

3.0 RECOMMENDATION

THAT Council receive the report for information purposes; and

FURTHER THAT Council appoint Aird and Berlis LLP to perform Integrity Commissioner Services for the Town of Cobourg pursuant to Sections 223.3 and 223.8 of the *Municipal Act, 2001*; and

FURTHER THAT Aird and Berlis LLP be appointed as Closed Meeting Investigator for the Town of Cobourg; and

FURTHER THAT the Municipal Clerk be directed to prepare the necessary appointment By-law for the July 2, 2019 meeting of Council; and

FURTHER THAT Council authorize the preparation of a by-law to be endorsed and be presented to Council for adoption at a Regular Council Meeting to authorize the Mayor and Municipal Clerk to execute and agreement for a four (year) Term starting immediately and expiring on December 31, 2023 for the provision of services of an Integrity Commissioner.

4.0 ORIGIN

Municipalities are required to appoint Integrity Commissioners for the purpose of independently administering the Council Code of Conduct, conduct inquiries or review of other perceived conflict of interest of other roles of Council ethics. As per Section 223.3 of the Municipal Act, Commissioners report to Council and are responsible for applying the Council Code of Conduct.

Bill 68 being the Modernizing Municipal Legislation Act, 2017 received Royal Assent on May 31, 2017 and requires all Ontario municipalities to have an Integrity Commissioner by March 1, 2019.

The role of the Integrity Commissioner is outlined in Section 223.3 of the Municipal Act, 2001:

223.3 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to,

1. the application of the code of conduct for members of council and the code of conduct for members of local boards or either of them;
2. the application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards or of either of them; or
3. both of clauses (a) and (b).

On March 1, 2019 the above section has been repealed and replaced with the following:

223.3 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of Conduct for Members of council and the Code of Conduct for members of Local Boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of Members of Council and of Local Boards.

3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to Members of Council and of Local Boards.
4. Requests from Members of Council and of Local Boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from Members of Council and of Local Boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from Members of Council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conducts for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

5.0 BACKGROUND

Under the *Municipal Act, 2001*, a municipality is authorized to appoint an Integrity Commissioner who reports to Council in an independent manner on the application of codes of conduct and other rules and procedures governing the ethical behaviour of its Councillors.

In the past, providing for Integrity Commissioner services was discretionary, and Municipal Council in 2015 following a preliminary exploration of the issue by staff, identified the need for an Integrity Commissioner for the Town of Cobourg and at that time hired an Integrity Commissioner for the Town of Cobourg.

Bill 68, the Modernizing Ontario's Municipal Legislation Act, 2017, which received Royal Assent on May 30, 2017, expanded the responsibilities of Integrity Commissioners and removed the discretion of municipalities to make Integrity Commissioner services available or not. The revised Municipal Act now requires that a municipality either appoint its own Integrity Commissioner or make provisions that the services of an Integrity Commissioner be provided by another municipality by March 1, 2019.

Recruitment Process

On January 14, 2019 Council authorized staff to begin the process to solicit submissions for a Request for Proposal (RFP) for the services of an Integrity Commissioner. RFP's ensure that persons or companies selected to provide services to the Town are chosen in an objective, fair and transparent manner.

The Town issued the Request for Proposal (RFP) for Integrity Commissioner services on April 6, 2019, with a closing date of April 30, 2019, and on the date of the RFP closing the Town received one (1) bid only. Pursuant to the Town of Cobourg Purchasing Policy, the Town extended the submission period for an additional two (2) weeks which resulted in new submission deadline of May 14, 2019.

After the new closing date, the Town of Cobourg received two (2) RFP submissions that were reviewed by the evaluation committee comprised of the Municipal Clerk, the Mayor and the Deputy Mayor. Each submission was evaluated against the criteria set out in Section 9 of the Integrity Commissioner RFP as follows:

9.0 RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category or who do not receive an overall score of 75% of available points for rated criteria (i to vi, and a Pass Score on References) will not proceed to the next stage of the evaluation process.

STAGE I:

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Investigation Experience	25	
ii. General Municipal Knowledge	15	
iii. Knowledge of Ontario Municipal Law	15	
iv. Public Relations and Education	5	
v. Closed Meeting Investigations/other	5	
vi. References	Pass/Fail	
Must Achieve 75% or 49 out of 65		75% of Stage I.

STAGE II:

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Financial (See appendix 'C')	25	
Presentation/Interviews (Optional)	10	
Total Points	100	N/A

The RFP set out the scope of work for the Integrity Commissioner, and required proponents to provide evidence of their experience and understanding of the services to be provided. The successful Integrity Commissioner was selected based on the total points they could receive as part of a standardized evaluation process. The RFP submissions were evaluated in stages. The first stage of the evaluation was based on a number of rated criteria and the second stage of the evaluation included a review of the proponent's price proposal as outlined in the scoring table above.

6.0 ANALYSIS

With respect to conducting the RFP process, the Act requires that an Integrity Commissioner be independent and impartial to the municipal council and local boards. Keeping this in mind the Town established an Evaluation Team to evaluate the proposals to aid in the assessment of the proponents' capabilities to perform the role of Integrity Commissioner.

The Evaluation Team consisting of the Mayor, Deputy Mayor and Municipal Clerk was used to evaluate the proposal submissions for the position of Integrity Commissioner and Closed Meeting Investigator. The two (2) proposals received were, Aird and Berlis LLP, lead Investigator John Mascarin and John Ewart, Ewart O'Dwyer Barristers and Solicitors.

Each proponent was asked to submit two proposals, one being a technical proposal and the other being the pricing proposal. The technical proposal submissions were analyzed and evaluated by the committee, based on the following technical proposal evaluation criteria: Investigative Experience, Knowledge of Ontario Municipal Law and General Municipal Experience, Community/Media Relations and Education, and References. Technical proposals that passed the minimum technical score of 75% had their cost proposal opened and evaluated. The technical proposal submissions from John Mascarin from Aird and Berlis LLP and John Ewart passed the minimum technical threshold of 75%; their cost proposals were then opened and evaluated on cost effectiveness. The score for the cost proposal was then added to the technical proposal score in order to obtain the total score.

Technical Evaluation Results: Integrity Commissioner Request for Proposal:

Rated Criteria Category	Weighting (Points)	Aird & Berlis LLP	John Ewart Ewart O'Dwyer Barristers and Solicitors
i. Investigation Experience	Max 25pt	25	20
ii. General Municipal Knowledge	Max 15pt	15	15
iii. Knowledge of Ontario Municipal Law	Max 15pt	15	13
iv. Public Relations and Education	Max 15pt	5	3
v. Closed Meeting Investigations	Max 5pt	5	4
vi. References	Pass/Fail	PASS	PASS
TOTAL:		65	55

Pricing Evaluation Results: Integrity Commissioner Request for Proposal:

Rated Criteria Category	Weighting (Points)	Aird & Berlis LLP	John Ewart Ewart O'Dwyer Barristers and Solicitors
i. Financial	Max 25	17	25
ii. Presentations/Interview (N/A)	Max 10	N/A	N/A

**Presentations and Interviews were not conducted as Proponents provided relevant experience in the submissions. Both Proponents were automatically given 10 pts.*

*Pricing Score Calculation*** (Lowest Price ÷ Proponents Price) X weighting (25) = Proponents Pricing Points.*

Final Scoring - Technical + Pricing

TOTAL SCORE:	Aird & Berlis LLP	John Ewart Ewart O'Dwyer Barristers and Solicitors
		92 Points

The Evaluation Team Members reviewed each of the submissions individually without the pricing submission and scored each RFP independently prior to meeting as a collective body. On May 28, 2019 the team came together and scored the RFP's collectively with a decision on the final scoring. When there was a discrepancy in scoring, each member explained to the evaluation team the reasoning behind the score and collaboratively decided on a final score.

It was determined by the Evaluation Team that on the technical submission submitted by John Mascarin of Aird and Berlis LLP, the proposal provided a well-rounded submission that met all of the scoring requirements with top marks which explained to the reader an extensive amount of experience on advising Ontario municipalities with numerous complaint investigations, both informal and formal through investigative procedures and principles. In addition Aird and Berlis LLP are recognized provincially as having a specialization on the Municipal Conflict of Interest Act question/inquires and has given many opinions on the statute, as well as advice to individual Council Members and to Councils for years.

The lead investigator (John Mascarin) has 6 years of experience as an Integrity Commissioner and leads a group of Integrity Commissioners from across the province. Mr. Mascarin has worked eleven (11) years as an in-house municipal lawyer and has been practicing law for the past twenty nine (29) years. As of the date of this report, his firm has been retained by thirty three (33) municipalities to provide Integrity Commissioner/Closed Meeting Investigator/Ombudsman services. Mr. Mascarin in the submission demonstrated knowledge, experience, spoke to the skills and experience of his 'investigation team' and shared examples of how his team responded to municipal needs in a timely manner.

The Evaluation Team noted and recognized the benefit of having a team of qualified lawyers working alongside the Integrity Commissioner to deliver experience, expertise and provide to Council with Investigation Reports within a quick response time due to time-sensitive or complex and labour intensive investigation and inquires, the resources would be a benefit to make sure timelines are met.

Closed Session Investigator:

A part of the Request for Proposal, proponents were asked to provide a submission for consideration to act as the Closed Meeting Investigator for the Town of Cobourg. Any person or corporation is able to request that an investigation be undertaken respecting whether a Municipal Council, Local Board or Council Committee has adhered with the closed meeting rules outlined in the *Municipal Act, 2001* or the applicable Procedural By-law.

Aird and Berlis submitted an application to provide Closed Session Investigations for the Town of Cobourg and in their submission demonstrated extensive knowledge in Section 239 of the *Municipal Act, 2001* and scored five (5) points out of five (5). The Evaluation Committee is recommending that Aird and Berlis LLP be appointed as the Closed Meeting Investigator for the Town of Cobourg.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

As per the received RFP responses, both individuals provided an hourly rate of charged for their services as submitted within the pricing component of the RFP process.

Aird and Berlis submitted an hourly rate of \$406.50 based on an estimated allocation of work to be distributed between five (5) individual lawyers within the Firm, John Mascarin will be the point of contact as the Integrity Commissioner pursuant to the Act. The submission regarding pricing was submitted based on an estimated allocation of work. Actual work done by each individual lawyer will be billed at the rates listed in the chart which ranges from \$335/hr to \$750/hr. The proponent notes that the work will be distributed and assigned and done by the lowest net-cost resource.

The submission from Aird and Berlis did not include a retainer fee, and all travel and attendance in the Town of Cobourg will be based on the hourly rate as quoted in the RFP submission. Aird and Berlis is located in downtown Toronto. As noted in the RFP submission the hourly rate will be maintained during the entire agreement period of four years (4) with the provision that if Council wished to enter into a longer term agreement the fee could be negotiated to remain at the quoted amount for those future years.

In the current 2019 Budget, funds were not allocated for the services of Integrity Commissioner. There will be anticipated costs associated with the services of the Integrity Commissioner in 2019 resulting in the review of the Council Code of Conduct Policy to meet legislative requirements, including incorporating provisions related to Local Board and Committee Members. Also there will be a training/education session for Council to review obligations under the Code and the role of the Integrity Commissioner in the municipality.

In addition, as a recent amendment to the *Municipal Conflict of Interest Act*, (MCIA) Integrity Commissioners were assigned a new authority to provide specific advice to members and to undertake inquiries from persons and electors under the statute. This service will also be billed at the hourly rate and currently there is no way to predict the costs of this service.

The accountability services for the application of Code of Conduct, Complaint Protocol, and Council and Staff Relations Policy are complaint driven and as such the expected financial implications cannot truly be estimated to any degree of certainty.

8.0 CONCLUSION

This reports recommends that Council appoint, Arid and Berlis LLP to preform Integrity Commissioner Services and Closed Meeting Investigator for the Town of Cobourg.

9.0 POLICIES AFFECTING THE PROPOSAL

Public Comment and Complaint Policy
Council Code of Conduct Policy

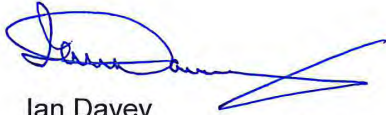
10.0 COMMUNICATION RESULTS

The Integrity Commissioner once approved will posted on the Municipal Website and the contact information will be posted with the various forms attached.

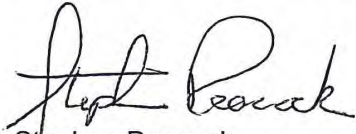
12.0 AUTHORIZATION/SIGNATURES



Brent Larmer
Municipal Clerk
Manager of Legislative Services



Ian Davey
Treasurer/Director of Corporate Services



Stephen Peacock,
Chief Administrative Officer

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG
	STAFF REPORT
TO:	Mayor and Council Members
FROM: TITLE:	Ian D. Davey, BBA CPA CA Director of Corporate Services \ Treasurer
DATE OF MEETING:	June 24, 2019
TITLE / SUBJECT:	Fees and Charges – Community Services Division
REPORT DATE:	June 20, 2019

1.0 STRATEGIC PLAN

The Town of Cobourg Strategic Plan (2019 – 2022) includes the following Pillar – “The Town protects, preserves and promotes its natural assets, heritage, arts, culture and tourism” and Action Item #5 – “Improve the financial performance of Town operated facilities.

2.0 PUBLIC ENGAGEMENT

N/A

3.0 RECOMMENDATION

That By-law #088 – 2017 be amended to incorporate the proposed changes to the Fees and Charges Schedule for the Town of Cobourg for the Community Services Division as outlined in the attached Fees Schedule.

4.0 ORIGIN

Section 392 of the Municipal Act, 2001 requires that “a municipality establish and maintain a list for public inspection indicating which of its services and activities and the use of which properties will be subject to fees or charges and the amount of each fee or charge. “

5.0 BACKGROUND

The current Schedule of Fees and Charges is attached as a schedule to By-Law #088 – 2017. This by-law does not cover fees related to Planning matters covered under the Planning Act or to Building and Plumbing permit fees which are dealt with under separate by-laws.

In order to implement the proposed revisions to the Fees and Charges Schedule, Council is required to pass a by-law to approve the proposed changes.

6.0 ANALYSIS

The attached schedule has been grouped by facility including the Cobourg, Community Centre, Victoria Hall Concert Hall, Marina, Campground, Memorial Arena, Parks and Special Events.

The schedule contains a column for the Current Fee and one for the Proposed Fee. In some cases the proposal is for no change to the current fee.

Any questions regarding the rationale for specific proposed fee changes should be directed to the Director of Community Services.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

User fees and charges make up a significant portion of the municipal operating budget and it is important that they be reviewed to ensure that they remain both fair and competitive for both facility users and taxpayers in general.

The proposed fee changes, if approved, will be incorporated into the 2020 operating budgets.

8.0 CONCLUSION

That Council receive this report for information purposes and that the schedule attached to the existing Fees and Charges by-law be amended to include the proposed changes.

9.0 POLICIES AFFECTING THE PROPOSAL

Not applicable.

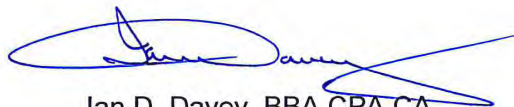
10.0 COMMUNICATION RESULTS

Any changes to the Fees and Charges By-Law and Schedule will be posted on the Town of Cobourg website and communicated directly to facility users.

11.0 ATTACHMENTS

Community Services Division – Proposed Fees Schedule.

12.0 AUTHORIZATION ACKNOWLEDGMENT



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

FEES SCHEDULE

<u>DEPARTMENT/ITEM</u>	<u>Current Local Fees</u>	<u>Current Non-Local Fees</u>	<u>Proposed Local Fees</u>					
CCC – Advertising Signs								
Board Ads	\$550.00 per year	As per local + 25%	No Change					
Zamboni Signs	\$1250.00 per year	As per local + 25%	No Change					
CCC – Ice Rental Prime Time								
Adults	\$176.50 per hour	As per local + 25%	\$181.50					
Children	\$151.50 per hour	As per local + 25%	\$156.50					
Corporate Rate (Applicable prime & non-prime hours)	\$176.50 per hour	As per local + 25%	\$181.50					
Hockey Canada High School Program	\$50.00 per hour	As per local + 25%	\$55.00					
CCC Ice Rental Off Time								
Rental Fee	\$95.00 per hour	As per local + 25%	No Change					
CCC – Floor Rental								
Adults	\$75.00	As per local + 25%	\$80.00					
Youth	\$50.00	As per local + 25%	\$55.00					
Arena per day	\$1,500.00	As per local + 25%	\$1,600.00					
Arena per day – ticketed event	\$2,500.00	As per local + 25%	\$2,600.00					
Both arenas per day	\$3,000.00	As per local + 25%	\$3,200.00					
CCC – Event Rates								
Cleaning Fine	\$100.00		\$125.00					
Kitchen Rental	\$30.00/day		No change					
Lighting	\$250.00		No change					
Pipe and Drape Rental 3ft high	\$1.50/foot		No change					
Pipe and Drape Rental 8 ft high	\$3.00/foot		No change					
Pipe and Drape Rental 10ft x 6ft booth	\$45 each		No change					
Small Riser Stage (max. 8ft x 8ft x 1.5)	\$65.00		No change					
Sound and Lighting Technician	\$25.00/hour		No change					
Sound System – One Mic & 1 -2 Speakers	\$75.00		No change					
Sound System Full	\$125.00		No change					
Stage	\$400.00		\$500.00					
Video Scoreboard Operator	\$25.00		No change					
CCC – Birthday Party Packages								
1 hour in ½ gym + 2 hours in a multi-purpose room	\$75.00		No change					
1 hour on ice +1 hour in room	\$166.50		\$181.50					
Additional hour in gym or room	\$20.00/hour		No Change					
CCC – Meeting Rooms/Gym	Non-Profit	Non-Profit Full Day	Standard	Standard Full Day	2019 Non-Profit	2019 Non-Profit Full Day	2019 Standard	2019 Standard Full Day
Single Gym	\$25.00/hr	\$100.00	\$30.00	\$200.00	No Change	\$200.00	\$50.00	\$300.00
Hall/Double Gym/Grand Hall	\$50.00/hr	\$400.00	\$80.00	\$600.00	No Change	\$300.00	No Change	\$700.00
Meeting Room, Tournament Room **	\$15.00/hr	\$60.00	\$20.00	\$120.00	No Change	No Change	No Change	No Change
Multi Use Rooms – Single	\$20.00/hr	\$100.00	\$25.00	\$150.00	No Change	No Change	No Change	No Change
Multi Use Rooms A, B, C – 2 or more	\$40.00/hr	\$150.00	\$45.00	\$270.00	No Change	No Change	No Change	No Change
Program Coordinator Assistance	\$20.00/hr	\$0	\$20.00	\$0	\$35.00/hr	No Change	\$35.00/hr	No Change
Running Track Rental	\$45.00/hr	\$200.00	\$45.00	\$200.00	No Change	No Change	No Change	No Change
Single Gym	\$25.00/hr	\$200.00	\$50.00	\$300.00	No Change	No Change	No Change	No Change
Ticketed Event – Business or Markets					\$475 Single Gym \$950 Double Gym			
*All prices are plus HST								

<u>DEPARTMENT/ITEM</u>	<u>Current Fees</u>	<u>Proposed Fees</u>
CCC – Seniors Centre		
Seniors Membership	\$25.00	\$30
Seniors Drop-in	\$0.88	\$1
10 Pass Card + 1 Bonus	\$8.85	\$10
20 Pass Card + 2 Bonus	\$17.70	\$20
Lost Card Fee	\$5.00	No Change
*All prices are plus HST		

<u>DEPARTMENT/ITEM</u>	<u>Current Local Fees</u>	<u>Current Non-Local Fees</u>	<u>Proposed Fees</u>
CONCERT HALL – Citizen’s Forum Rates (8 Hour Period)			
Commercial	\$125.00 plus costs	\$175.00 + Costs	No change
Community Groups	\$125.00	\$125.00 + Costs	No change
Piano*	\$100.00 plus tuning	\$100.00 + Tuning	No change
Private	\$150.00 plus costs	\$175.00 + Costs	No change
*Piano is only available for events with NO food or at Concert Hall discretion			
CONCERT HALL – Equipment Rentals - Offsite			
Theatre Chairs	\$5.00 per chair*	\$5.00 per chair*	No change
Chiavari Chairs – fruit wood or black wood	\$10.00 per chair*	\$10.00 per chair*	No change
8 Foot plastic topped tables	\$10.00 per table*	\$10.00 per table*	No change
30” Cabaret Table, adjustable height	\$10.00 per table*	\$10.00 per table*	No change
Mic and Lectern	\$40.00 *	\$40.00 *	No change
Screen	\$40.00*	\$40.00*	No change
Glassware - Water	\$.10 per glass	\$.10 per glass	No change
Sound System	Contact Office**	Contact Office**	No change
Lighting	Contact Office**	Contact Office**	No change
*Proof of insurance required as well as transportation required to and from the Concert hall by renter			
House Manager	\$27.75 per hour	\$27.75 per hour	No change
Light Design (Complex)	\$27.75 per hour	\$27.75 per hour	No change
Light Design (Simple)	\$80.00	\$80.00	No change
Light/Sound/operator	\$27.75 per hour	\$27.75 per hour	No change
Set-Up days (Private Function)	\$100.00 per day	\$100.00 per day	No change
Upgrade Chair Rental	\$250.00	\$250.00	No change
CONCERT HALL – Ticket Handling			
Commercial Events Per Ticket	\$2.00 up to 20 \$4.00 over 20	\$3.00 up to 20 \$5.00 over 20	No change
Community – Non-Profit Events Per ticket	\$2.00 up to 20 \$2.50 over 20	\$2.00 up to 20 \$2.50 over 20	No change
Internet Orders	\$3.00 per ticket	\$3.00 per ticket	No change
Mailing	\$2.00 per ticket	\$2.00 per ticket	No change
CONCERT HALL – Weekend Rates (does not include staffing charges)			
Catering Facilities	See Victoria Hall Rentals		
Commercial	\$800.00 plus costs	\$800.00 plus costs**	No change
Community Groups	\$400.00 plus costs	\$500.00 plus costs**	No change
Private	\$725.00 plus costs	\$800.00 plus costs**	No change
CONCERT HALL – Weekday Rates (Does not include staffing charges)			
Commercial	\$400.00 plus costs	\$500.00 plus costs**	No change
Community Groups	\$225.00 plus costs	\$275.00 plus costs**	No change
Private	\$400.00 plus costs	\$500.00 plus costs**	No change
*All prices are plus HST **\$100.00 per day – non-refundable deposit. Deposit will be placed against the specified date of booking. Deposit placed against dates not used will be forfeited.			

<u>DEPARTMENT/ITEM</u>	<u>Current Fees</u>	<u>Proposed Fees</u>
WATERFRONT - MARINA		
Seasonal Serviced (Existing Docks)	\$62.00	\$64.00
Seasonal Serviced (New Docks)	\$67.00	\$69.00
Seasonal Un Serviced (Limited)	\$57.50	\$59.00
Seasonal Premium F Dock (Extra Wide)	\$69.00	\$71.00
Seasonal Catamarans, Trimarans	1.5 Times Rate P.F.	No Change
Rafting, After Marina is Full	\$14.75	\$15.00
Anchoring, After Marina is Full	\$14.75	\$15.00
Minimum Charge for Transient	\$23.00	No Change
Daily Serviced	\$1.80	\$1.85
Daily Unserviced	\$1.60	\$1.65
Daily Wall	\$1.55	\$1.60
Weekly	Daily Rates Times 6	No Change
Monthly (One month only)	Daily Rates Times 20	No Change
Commercial	Regular Rate +25%	No Change
Seasonal Pumpout	\$10.00	\$10.25
Service Pumpout	\$20.00	\$20.50
Season Launch Ramp	\$81.50	\$90.00
Daily Launch Ramp (includes parking)	\$9.50	\$10.00
Canoe/Kayak Seasonal Storage **NEW		\$95.00
STORAGE WINTER (November 1 to May 1):		
Storage Under 30ft (Former PW Yard)	\$540.00	\$580.00
Storage Over 30ft (Former PW Yard)	\$570.00	\$610.00
Bottom Rinse	\$3.10	\$3.25
STORAGE WINTER		
Storage Under 30ft	\$600.00	\$630.00
Storage Over 30ft	\$630.00	\$660.00
Storage Catamarans (1.5 x width)	1 x Standard Rate	1.5 x Standard Rate
STORAGE SUMMER:		
Storage Seasonal for Summer	Same as Winter	Same as Winter
Storage Daily	\$10.50/Day	\$11.00
Storage Weekly	\$52.00/Week	\$55.00/Week
Storage Monthly	\$210.00/Month	\$230.00
Storage Cradle/Trailer	\$125.00/Summer	No Change
Compound Move	\$130.00/ HR (1 hr min.)	\$200.00/HR (1 HR. Min.)
On Water Tow (In Harbour)	N/A	\$85.00/Hr
Blocking Material (For boats not stored)	\$5.00/Block	No Change
Reservation Fee (New)	\$12.00/ Reservation	No Change
<p>*All prices are plus HST. **Seasonal Docking rates to be charged on the greater of the length overall of the boat or length of the dock. *** Canoe/Kayak seasonal storage introduced to accommodate demand.</p>		

<u>DEPARTMENT/ITEM</u>	<u>Current Fees</u>	<u>Proposed Fees</u>
Campground – Miscellaneous		
Reservation Fee	\$12.00	No Change
Firewood	\$11.50	\$12.50
Kindling	\$10.50	\$11.50
Sanitary Dumping Fee*	\$16.00	\$18.00
Campground – Seasonal Lots		
Waterfront (Applicable to new seasonal waterfront rentals only)	\$3,300.00	\$3,900.00
Non- Waterfront	\$3,050.00	\$3,250.00
Campground – Daily		
Unserviced or Tent Area	\$40.00	\$42.00
Interior Hydro & Water	\$44.00	\$46.00
Waterfront Hydro & Water	\$47.00	\$54.00
Interior Hydro, Water & Sewer	\$46.00	\$48.00
Waterfront Hydro, Water & Sewer	\$49.00	\$56.00
Campground – Weekly		
Daily Rate Times Six	Daily Rate Times Six	No change
Campground – Monthly		
Unserviced	\$960.00	\$1,008.00
Interior Hydro & Water	\$1,056.00	\$1,104.00
Waterfront Hydro & Water	\$1,128.00	\$1,272.00
Interior Hydro, Water & Sewer	\$1,104.00	\$1,152.00
Waterfront Hydro, Water & Sewer	\$1,176.00	\$1,320.00
*All prices are plus HST		

<u>DEPARTMENT/ITEM</u>	<u>Current Local Fees</u>	<u>Current Non-Local Fees</u>	<u>Proposed Fees</u>
MEMORIAL ARENA – Advertising Signs			
Board Ads	\$550.00 per year	As per local + 25%	No change
Zamboni Signs	\$1,250.00	As per local + 25%	No change
MEMORIAL ARENA – Ice Rental Prime time			
Adult	\$176.50 per hour	As per local + 25%	No change
Children	\$151.50 per hour	As per local + 25%	No change
Corporate Rate (applicable prime & non-prime hours)	\$176.50 per hour	As per local + 25%	No change
MEMORIAL ARENA – Ice Rental Time Off			
Rental Fee	\$90.00 per hour	As per local + 25%	No change
MEMORIAL ARENA – Floor Rentals			
Adults	\$75.00 per hour	As per local + 25%	No change
Youth	\$50.00 per hour	As per local + 25%	No change
Arena Per Day	\$950.00	As per local + 25%	No change
*All prices are plus HST			

<u>DEPARTMENT/ITEM</u>	<u>Current Fees</u>	<u>Proposed Fees</u>
PARKS – Bandshell Fees		
All Other Uses	\$55.00/4 Hours \$125.00/days	\$90.00/4 hours \$200.00/Full day
PARKS – Beach Fees		
Beach Use For Events		
Beach Volleyball – Adult	2017: \$2.00/Court 2018: \$3.00/Court 2019: \$3.75/Court	\$5.00 per court per hour (2020)
Beach Volleyball - Youth		
All Other Uses	\$55.00/4 Hours or \$125.00/Full Day	\$90.00/4 hours or \$200/Full Day
Extra – Hydro Unlock & Securing	\$35.00	\$50.00
Extra – Additional Picnic Tables (Over 10 Tables). Both Include Delivery & P/U	\$2.50 Per Table for Charity \$3.50 Per Table	\$50.00/delivery (8) includes pick up (Maximum 24)
PARKS – Refreshment Tent		
Refreshment Tent Permit in Parks	\$50.00	\$150.00
PARKS – Softball/Baseball User Fees		
DONEGAN PARK		
Adult	\$27.00	\$28.00
Minor	\$10.00	No change
Lights	\$30.00	\$34.00
LEGION FIELDS		
Adult	\$27.00/diamond/game \$40.00/double header	\$28.00/diamond/game
Minor	\$10.00	\$12
Lights	\$30.00	\$34.00
PARKS – Softball/Baseball/Soccer/Rugby/Soccer User Fees		
OTHER PARKS		
Adult	\$25.00	No change
Minor	-	\$10.00
Lights	-	\$34.00
Adult	Practice \$9.00	No change
Minor	Practice \$6.00	No change
Lights	Practice \$30.00	\$34.00
PARKS - Tennis		
Tennis	\$300.00/year	No change
PARKS - Tournaments		
LEGION FIELDS & DONEGAN Tournaments		
Adult	\$175.00	No change
Minor	\$125.00	No change
OTHER PARKS		
Adult	\$125.00/Diamond/Day	\$175.00
Minor	\$75.00/Diamond/Day	\$125.00
Tree Donations		\$250.00 + cost of plaque
Bench Donation		\$3000.00 for steel bench
LIONS PAVILLION		
	2017 Fees	2019 Proposed
All Others – ½ day (less than 4 hours)	\$55.00 + any extras	\$90.00
All Others – full day (greater than 4 hours)	\$125.00 + any extras	\$200.00
Extra – Hydro – unlock & securing	\$35.00	\$50.00
Extra – additional picnic tables	Charity \$2.50 per table Standard \$6.50 per table	Minimum \$50.00 per delivery (8)
*Refreshment tent \$400.00 set-up, tear down & clean up. **Charitable Fund raising groups wanting to waive fees must apply for a community grant through the Clerk's Office ***All prices are plus HST		

<u>DEPARTMENT/ITEM</u>	<u>Current Fees</u>	<u>Proposed Fees</u>
SPECIAL EVENTS – Filming General Fees		
Filming Application Fee		\$100
Downtown Businesses	To be negotiated with owners	No change
On Site Staff Liaison	\$50.00/hour	No change
Parking Lots	To be negotiated with Engineering	To be negotiated with Public Works
Residences	To be negotiated with owners. Surrounding Streets may be subject to additional costs if traffic is potentially disrupted.	No change
Streets	\$500.00/day + Paid Duty Police @ \$67.66/hour + 10% administration fees (Minimum 4 hours)	\$500.00/day + Paid Duty Police (to be negotiated with Cobourg police) + 10% administration fees (Minimum 4 hours)
SPECIAL EVENTS – Filming Waterfront		
Bandshell	\$500.00/day	No change
Beach	\$500.00/day	No change
Marina	\$500.00/day	No change
Piers	\$500.00/day	No change
Trailer Park	\$500.00/day	No change
SPECIAL EVENTS – Filming Victoria Hall		
Art Gallery	To be negotiated with the Director of the Art Gallery of Northumberland	No change
Court Room	\$500.00/day	No change
Council Chambers	\$500.00/day	No change
Concert Hall & Dressing Rooms	\$325.00/day (weekdays) \$650.00/day (weekends)	\$500.00/day (weekdays) \$800.00/day (weekends)
Outside Grounds	\$500.00/day	No change
SPECIAL EVENTS – Filming Parks		
Coverdale	\$500.00/day	No change
Donegan	\$500.00/day	No change
James Cockburn	\$500.00/day	No change
Legion Fields Sports Complex	\$500.00/day	No change
Sinclair Park	\$500.00/day	No change
Victoria Park	\$500.00/day	No change
*Rental of Town properties may be subject to additional clean-up costs. Rental of Town owned properties may be subject to additional sundry costs. Any Town vehicle required will be assessed a fee. All staffing fees conform to a collective agreement. It should be noted that a filming permit will be processed so that all matters can be pre-determined and understood by all parties concerned.		
SPECIAL EVENTS – Filming Cobourg Community Centre and Memorial Arena		
Cobourg Community Centre	\$500.00/day + facility & staff costs	No change
Memorial Arena	\$500.00/day + facility & staff costs	No change
SPECIAL EVENTS – Event Permit Fees		
Event With Under 100 in Attendance	\$50.00	Event With Under 50 - \$50.00
Event With 101 to 500 in Attendance	\$75.00	Event With Under 51 to 300 - \$100
Event With Over 500 in Attendance	\$100.00	Event With 301 to 1000 - \$150
		Event With Over 1000 - \$200
Beach Use	\$150.00/day (event based)	No Change
Bandshell	\$200.00/day	No change
Picnic Tables (For Events)	\$3.00/table	\$50 per 8. Max 24 tables. Includes delivery and pick up
Refreshment Tent / SOP Holder	\$150.00	No Change
Wedding Permit on Public Property	\$175.00 local and \$225.00 non-local	No Change
*Charitable Fund raising groups wanting to waive fees must apply for a community grant through the Clerk's Office **All prices are plus HST		



May 3, 2019

Regarding: Town of Cobourg Resolution 132-19

Dear Mr. Peacock,

Please find attached accompanying response to The Corporation of the Town of Cobourg resolution #132-19 dated April 29, 2019 regarding Complaint 03-2018 – William Street Beer Company.

Should Council have questions regarding this matter please contact me at dpaul@lusi.on.ca

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "D. Paul", is written in a cursive style.

Dereck C. Paul
President and CEO
Lakefront Utility Services Inc.

1. Determines whether LUSI has formal criteria/authority to identify/rectify claims of excessive water charges

Lakefront Response

The operations and administration of the water works distribution system is under the jurisdiction of Lakefront Utility Services Inc. (LUSI), acting as the agent by contract for the Town of Cobourg, including the administration of account, servicing, and meter reading¹. Therefore, it is LUSI's understanding that the authority to identify/rectify claims of excessive water charges is within the scope of LUSI's contract with the Town of Cobourg.

Identification of Excessive Water Charges

Although the RF meter replacement program is still not complete in Cobourg's service territory, LUSI, as a courtesy, initiated a process for identifying customers with a water leak, in July 2018. The continuous leak information reported in the data logger is flagged and a customer receives an automated phone call. The automated call informs them that they have a potential water leak. The customer accounts identified typically reveal an obvious or hidden leak that is affecting the water consumption billed. The process is further detailed on Lakefront's website:

<https://www.lakefrontutilities.on.ca/conservation/water-conservation/>

Further, Lakefront prepares a water usage anomaly report prior to customer's bills being released. The anomaly report identifies customers with a high-water usage so that customer service staff can determine if the water meter needs to be read again to verify the accuracy and can inform the customer of the high water usage prior to the customer receiving the bill.

Rectify Claims of Excessive Water Charges

LUSI has always focused on delivering value to their customers, ensuring they receive high quality of service. In recent years, with the advancement of technology and enhanced means of communication, customers expect more timely information and want to be more active participants in the services provided to them. LUSI is meeting this expectation of enhanced customer engagement through different means and forums in an effort to identify and understand what is important to our customers and to include them in our decision-making processes.

Customers may submit their inquiries about water bills to LUSI by telephone, in person, by email, or in writing. Customers receive the same assistance and information regardless of their mode of contact. Inquiries are dealt with on a case-to-case basis and subject to an escalation protocol, as follows:

1. Customer Service Representative;
2. Regulatory Compliance and Billing Supervisor;
3. Manager of Regulatory Compliance and Finance;
4. President/Chief Executive Officer

¹ By-Law Number 04-2011, section 3.1 and section 3.2.

Regardless of the outcome of the complaint, all escalated issues are discussed with LUSI's Board of Directors. LUSI currently maintains an open front office desk support, allowing the customers and staff to interact on a direct basis pertaining to usage anomalies, etc . Social interaction is still one of the best ways to be in close contact with the customer, including LUSI's senior population. With a front desk, information is exchanged regularly with every customer's interaction. Data gathered through these interactions can then be used to improve business outcomes. In this sense, front office staff become pivotal to the business and bridge the gap between the customer and LUSI staff.

- 2. Makes policy and procedural recommendations to clarify the appeal process for complainants of excessive water charges**

Lakefront Response

As discussed above, customers may submit their inquiries about water bills to LUSI by telephone, in person, by email, or in writing. Customers receive the same assistance and information regardless of their mode of contact. Inquiries are dealt with on a case-to-case basis and subject to an escalation protocol.

Further, LUSI regularly seeks customer feedback to help shape the direction and development of community investment and outreach as well as preferred methods of communication. It is important to connect with customers to ensure that their expectations are being met and to receive suggestions on how LUSI can improve their overall customer experience.



**Lakefront
Utility
Services
Inc.**

CUSTOMER SERVICE

PRACTICE: CS - 10
APPROVED: May 3, 2019
EFFECTIVE: May 3, 2019
SUPERSEDES: N/A

Customer Complaints and Escalation Policy

11.1 Intent

The intent of this policy is to provide a fair complaints procedure which is clear and easy to use for customers to make a complaint. This policy aims to give the overview and escalation process for all complaints received at Lakefront Utility Services Inc. Further, the Policy addresses the following:

1. Publicize the existence of Lakefront's complaints procedures so that customers know how to contact LUSI to make a complaint;
2. Ensure everyone at LUSI knows what to do if a complaint is received and guarantee that complaints are properly investigated;
3. Ensure all complaints are investigated fairly, efficiently and complainants receive a timely and appropriate response;
4. Complainants receive assistance to enable them to understand the procedure in relation to complaints or advice on where they may obtain assistance;
5. Make sure that complaints are resolved and that relationships are repaired;
6. Complainants are told the outcome of the investigation of their complaint, and;
7. Gather information which assists Lakefront to improve operations.

Issues escalated according to this Policy will be treated as sensitive and will be discussed on a need-to-know basis with staff. At no time must professional disagreement detract from ensuring that health and safety policies are followed. The organization's health and safety standards must remain paramount throughout.

This Policy identifies a non-exhaustive list of potential areas of disagreement, guidance on preventing disputes, and procedures to be followed when disputes cannot be resolved through discussion and negotiation between professionals at front line level.

The Customer and Complaints and Escalation Policy covers the Cobourg electric, water, and sewer services, Colborne electric, water, and sewer services, and Grafton water services. The escalation process at Stage 4 varies for Cobourg sewer services, Colborne water and sewer services, and Grafton water services.



**Lakefront
Utility
Services
Inc.**

CUSTOMER SERVICE

PRACTICE: CS - 10
APPROVED: May 3, 2019
EFFECTIVE: May 3, 2019
SUPERSEDES: N/A

Customer Complaints and Escalation Policy

11.2 Guidelines

Staff may exercise their rights to directly contact any regulatory authority, government agency or entity, to report possible violations of law or make other disclosure under applicable whistleblower laws. Nothing in this policy is intended or should not be construed to restrict, discourage or interfere with communications or actions protected or required by provincial or federal laws or regulations. Staff do not need prior authorization to make any such reports or disclosures and will not be retaliated against for making such reports or disclosures.

Stage One: Preventing Disputes and Informal Dispute Procedure

Customers may submit their inquiries to LUSI by telephone, in person, by email, or in writing. Customers receive the same assistance and information regardless of their mode of contact. Lakefront follows Distribution System Code, Section 7.8, whereby all qualified enquires are provided with a written response within 10 business days.

The Customer Service Representative (CSR) that receives a telephone/written, etc. complaint should:

- Record the facts of the complaint in the customer's account in Northstar;
- Inform the customer that LUSI a complaints procedure;
- Mention to the customer what will happen next and how long it will take;
- Where appropriate, request the complainant send a written account by email so that the complain is recorded in the complainant's own words.

With respect to most day-to-day issues, the CSR will be able to resolve the disagreement and most disagreements can be resolved through discussion and negotiation. The professionals involve should attempt to resolve differences through discussion, but if they are unable to do so their disagreement must be reported by them to Stage Two.

Stage Two: Formal Dispute Procedure

If the complainant feels that the problem has not been satisfactorily resolved at Stage One, they can request that the complaint is reviewed by the Regulatory Compliance and Billing Supervisor and Manager of Regulatory Compliance and Finance. The request for Stage Two level review will be acknowledged within 48 hours of receipt. The acknowledgment will confirm who will deal with the case and when the complainant can expect a reply.

Stage two complaints will receive a definitive reply within 10 business days. If this is not possible, a progress report will be sent with an indication of when a full reply will be given.



**Lakefront
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CUSTOMER SERVICE

PRACTICE: CS - 10
APPROVED: May 3, 2019
EFFECTIVE: May 3, 2019
SUPERSEDES: N/A

Customer Complaints and Escalation Policy

Stage Three: Where Disagreements Remain

If despite following the Stage Two process the disagreement remains, the matter will be referred to the President/CEO. The President/CEO will consider the matter with the equivalent level of management within the organization who is involved with the dispute.

The purpose of escalating the dispute to this level is to reach a position where differing professional opinions have been considered and efforts made to explore whether the dispute has arisen through lack of clarity or understanding in the professional dialogue. Ultimately a decision will need to be reached where parties agree a way forward where both interests take precedence over a professional stalemate.

An assessment about the degree of urgency will be determined by the President/CEO and an appropriate timescale lasting no longer than 30 days to be applied.

Stage Four: Final Escalation

Upon an issue being reported, the Board of Directors will perform a brief assessment to determine the appropriate channel and resources for further evaluation, and mediation. Once that determination has been made, the Board of Directors will coordinate remediation of the issue, with all relevant information, the appropriate parties, and an appropriate timescale lasting no longer than 30 days to be applied.

The Customer and Complaints and Escalation Policy covers the Cobourg electric, water, and sewer services, Colborne electric, water, and sewer services, and Grafton water services. The escalation process at Stage Four varies for Cobourg sewer services, Colborne water and sewer services, and Grafton water services, as follows:



**Lakefront
Utility
Services
Inc.**

CUSTOMER SERVICE

PRACTICE: CS - 10
APPROVED: May 3, 2019
EFFECTIVE: May 3, 2019
SUPERSEDES: N/A

Customer Complaints and Escalation Policy

Service	Service Status	Final Escalation
Town of Cobourg	Electric	Lakefront Utilities Inc. Board of Directors
	Water	Lakefront Utility Services Inc. Board of Directors
	Sewer	Town of Cobourg Council
Township of Cramahe	Electric	Lakefront Utilities Inc. Board of Directors
	Water	Township of Cramahe Council
	Sewer	Township of Cramahe Council
Township of Alnwick/Haldimand	Water	Township of Alnwick/Haldimand Council

The President/CEO will report the disagreement to the appropriate Board of Directors, whether its an electric or water issue, and any decision drawn from the information and other supporting information will be the final stage involving Lakefront Utility Services Inc. Details of the findings should be clearly explained in writing to the complainant.

With respect to Town of Cobourg water services, Lakefront Utility Services Inc. Board of Directors act as the managing authority under contract. The Town of Cobourg Council therefore have the authority to overrule a Lakefront Utility Services Inc. Board of Directors' decision.

The final decision as determined by the applicable council will be reported to Lakefront Utility Services Inc. in writing.

11.2 Continuous Improvement

The Customer Complaints and Escalation Policy is designed to identify the problems and resolve issues quickly and fairly. LUSI monitors and reviews the effectiveness of its complaints handling process to ensure the process continuously improves and learnings from complaints handling are carried through into the organization. Continuous improvement also allows LUSI to deliver consistent, high-quality, and accountable response to complaints across the organization.

Complaints that are escalated to Stage Three are summarized and are reviewed quarterly to identify any trends which may indicate a need to take further action.



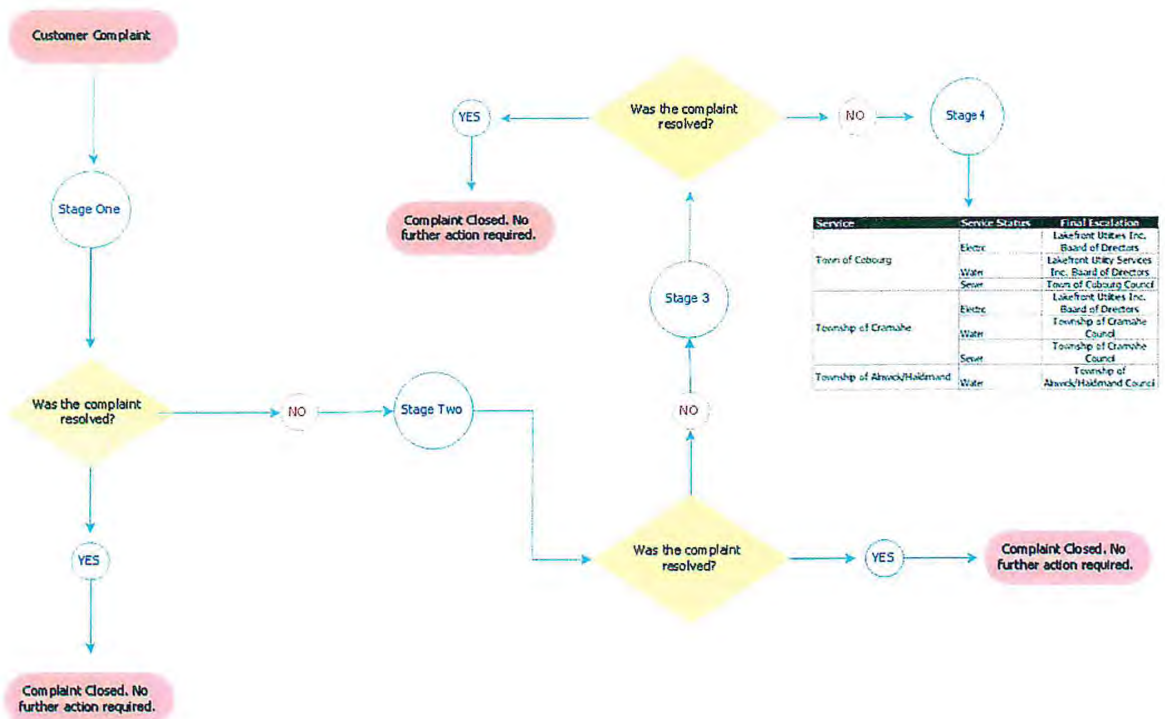
**Lakefront
Utility
Services
Inc.**


CUSTOMER SERVICE

PRACTICE: CS - 10
 APPROVED: May 3, 2019
 EFFECTIVE: May 3, 2019
 SUPERSEDES: N/A

Customer Complaints and Escalation Policy

11.3 Process Flowchart



 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	COMMITTEE OF THE WHOLE REPORT	
TO:	Mayor and Council Members	
FROM: TITLE:	Glenn McGlashon, MCIP, RPP Director of Planning & Development	
DATE OF MEETING:	June 24, 2019	
TITLE / SUBJECT:	Trent Conservation Coalition Source Protection Cttee. GRCA Source Protection Area Working Group Member Appointment Request	
REPORT DATE:	June 12, 2019	

1.0 STRATEGIC PLAN

N/A

2.0 RECOMMENDATION

That Cobourg Municipal Council endorse the appointment of Rob Franklin, Manager of Planning Services, as the Ganaraska Region Source Protection Area's representative on the Trent Conservation Coalition (TCC) Source Protection Committee.

3.0 PUBLIC ENGAGEMENT

N/A

4.0 ORIGIN

The Town is in receipt of a Notice from the Ganaraska Region Conservation Authority (GRCA) dated June 5, 2019 requesting municipal nominees on the Trent Conservation Coalition (TCC) Source Protection Committee to represent the Ganaraska Region Source Protection Area. A copy of the Notice is attached as **Appendix I** for background purposes. The application deadline is July 5, 2019.

5.0 BACKGROUND

In 2011, Cobourg Municipal Council appointed Rob Franklin as the Town's representative on the Ganaraska Region Source Protection Area Working Group. A number of Municipal Working Groups have been established within a large geographic region in central Ontario representing municipalities plus other interest groups to form the Trent Conservation Coalition (TCC) Source Protection Committee. Each Working Group within the Coalition is to appoint one of its members to sit on the TCC Source Protection Committee. Mr. Franklin was appointed as the Ganaraska Region's representative on the TCC Committee however his term is set to expire on December 31, 2019. The Notice from the GRCA has been published seeking nominees to fill this vacancy. Mr. Franklin has expressed his desire to sit on the TCC Committee for another term. An endorsement of Mr. Franklin's nomination to the TCC Committee by Cobourg Council is hereby being requested.

6.0 ANALYSIS

Since 2011, Rob Franklin has represented the Ganaraska Region Municipal Working Group as its member on the TCC Source Protection Committee, however his term on the TCC Committee is set to expire at the end of 2019. Mr. Franklin brings an extensive skill-set to the table, particularly with respect to his background in environmental, watershed and land use planning. I understand that Mr. Franklin will be one of the few, if not the only, municipal planners on the TCC Committee and thus he will offer excellent knowledge and technical skills to the Committee during its next phase, which is concentrating on policy implementation and legislation changes.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

Other than staff time, there are no expenses to be incurred by the Town of Cobourg. Appointment to the TCC Source Protection Committee would require attendance at approximately two (2) full-day meetings per year, in addition to the existing Ganaraska Region Municipal Working Group meetings (@ 2/year). There will be some preparation work and report reading required, however it is not expected to be significant or onerous. All travel and meal expenses are covered by the TCC Committee.

8.0 CONCLUSION

It is the conclusion of staff that the nomination of Rob Franklin, Manager of Planning Services, as the Ganaraska Region Municipal Working Group's representative on the Trent Conservation Coalition (TCC) Source Protection Committee is appropriate and it is recommended that Council formally endorse his appointment.

9.0 ATTACHMENTS

Appendix I – Ganaraska Region Conservation Authority Notice

10.0 AUTHORIZATION/SIGNATURES

Glenn McGlashon, RPP MCIP
Director of Planning and Development



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



Appendix I



**Ganaraska Region
Conservation Authority**

2216 County Road 28
Port Hope, ON L1A 3V8

Phone: 905-885-8173
Fax: 905-885-9824
www.grca.on.ca

MEMBER OF
CONSERVATION ONTARIO

NOTICE

Published June 5, 2019

**Municipal Sector Member Vacancy
Trent Conservation Coalition Source Protection Committee**

Under the *Clean Water Act*, a Source Protection Committee representing multiple stakeholders is required for each Source Protection Region in Ontario. A Source Protection Committee oversees all matters of the Source Protection Region.

The Trent Conservation Coalition Source Protection Committee was created according to Ontario Regulation 288/07 under the *Clean Water Act*. The Committee, as set out in the Regulation, is comprised of 24 members (plus the Chair): 7 municipal representatives; 7 economic sector representatives (agricultural, commerce, industry); 7 other representatives (e.g., public, environmental, etc.); and 3 First Nations.

Nominees are currently being solicited for municipal representation on the Trent Conservation Coalition Source Protection Committee to represent the Ganaraska Region Source Protection Area.

If there is a name that your Municipality would like to put forward for consideration as the Source Protection Committee representative for the Ganaraska Region Source Protection Area, please forward it and applicable information to the Ganaraska Region Source Protection Authority by the deadline indicated below.

Nominees must be persons to reflect the interests of the municipalities that are located, in whole or in part, in the Trent Conservation Coalition Source Protection Region and the Ganaraska Region Source Protection Area.

Number of Members to be Appointed

Several of the memberships on the Committee expire December 31, 2019, including the one membership for the Ganaraska Region Source Protection Authority. Mr. Rob Franklin, Manager of Planning Services for the Town of Cobourg, currently occupies this seat. Therefore, there is one vacancy to be filled for the Ganaraska Region Source Protection Authority.

Municipal Group

Note: Municipal Groups are required under O.Reg. 288/07 for the selection of Municipal Representatives on the Source Protection Committee

The municipal group for the Ganaraska Region Source Protection Area requires a total of one representative from the following municipalities:

- Regional Municipality of Durham
- Municipality of Clarington
- Municipality of Port Hope
- Township of Hamilton
- Town of Cobourg

Eligibility Requirements:

To be eligible for municipal sector membership on the Trent Conservation Coalition Source Protection Committee individuals must:

- Reside in, own, or rent property within the Trent Conservation Coalition Source Protection Region; or
- Be employed or operate a business within the Trent Conservation Coalition Source Protection Region; or
- Be employed by a Municipality that is in the Trent Conservation Coalition Source Protection Region; and
- Not be a member or employee of a Conservation Authority within the Trent Conservation Coalition Source Protection Region.

Summary of Functions and Obligations of SPC members:

- Monitor the implementation of the Source Protection Plans and policies.
- Contribute positively to updates to the Assessment Reports and Source Protection Plans for the Source Protection Region.
- Review reports and materials (including scientific and technical reports) in advance of meetings.
- Provide constructive, collaborative and science-based input on local source protection planning issues.
- Act as a liaison between the sector represented and the Committee.
- Work collaboratively with other Committee members and stakeholder groups.
- Make decisions at the committee table.
- Regularly attend meetings of the Source Protection Committee (and applicable working groups) throughout the duration of the appointment.
- Attend and participate in public meetings, information sessions and forums
- Attend training sessions.
- Participate, at the request of the Chair, in province-wide committees as a representative of the Committee.
- Represent all the municipalities in the Ganaraska Region Source Protection Area on the Source Protection Committee.
- Attend and chair the Ganaraska Region Municipal Working Group meetings held at the Ganaraska Region Conservation Authority to gather input from local

municipalities to share with the Source Protection Committee and bring information from the Committee back to the Municipal Working Group.

- Respect confidential information and abide by the process in place to safeguard confidential information.
- Comply with the Code of Conduct and Conflict of Interest policies established by the Committee as seen in the Committee Member's Handbook on <http://trentsourceprotection.on.ca>.

Information that must be submitted to the Source Protection Authority by Municipalities:

A brief description of the municipal nominee and their interest, knowledge and expertise as it relates to source water protection, committee and community experience, communication skills etc.

The date by which applications must be submitted

Applications for the vacant seat must be submitted by July 5, 2019

The address of the Internet website where the Job Description is published

Visit <http://trentsourceprotection.on.ca> for a digital copy of the job description or for more information on the Trent Conservation Coalition Source Protection Region.

Contact Information

Please submit your nominees name and information marked Source Protection Committee Application to:

Linda J. Laliberte, CPA, CGA
Chief Administrative Officer / Secretary-Treasurer
Ganaraska Region Conservation Authority
2216 County Road 28
Port Hope, ON L1A 3V8
Email c/o: plancaster@grca.on.ca

Next Steps:

Should the Ganaraska Region Source Protection Authority receive more than one recommendation, the Ganaraska Region Municipal Working Group will be assigned the task of selecting the preferred candidate (one vote per municipality).

The next step would be to seek a motion, by the end of August, from each of the municipalities within the Municipal Group, recommending that the person selected be appointed to the Source Protection Committee. The Lower Trent Source Protection Authority (the Lead Source Protection Authority) would then make formal appointment to the Committee.

Questions:

If you have any questions, please do not hesitate to contact Pam Lancaster, Lead, Source Water Protection at plancaster@grca.on.ca or 905-885-8173 x 247.



Job Description

Municipal Sector Member

Trent Conservation Coalition Source Protection Committee

The Trent Conservation Coalition Source Protection Committee was created according to Ontario Regulation 288/07. The Committee, as set out in the Regulation, is comprised of 21 members (plus the Chair; plus 3 reserved for First Nations) and is composed of 1/3 municipal representatives; 1/3 economic sectors (agricultural, commerce, industry) and 1/3 other representatives (e.g., public, environmental, etc.).

The Committee is responsible for monitoring processes associated with the gathering of source protection information, assessing threats, developing policies and supporting implementation of the comprehensive Drinking Water Source Protection Plans for the Trent and Ganaraska watersheds.

Municipal sector representatives must be persons to reflect the interests of the municipalities that are located, in whole or in part, in the Trent Conservation Coalition Source Protection Region.

Eligibility Requirements:

To be eligible for municipal sector membership on the Trent Conservation Coalition Source Protection Committee individuals must:

- Reside in, own, or rent property within the Trent Conservation Coalition Source Protection Region; or
- Be employed or operate a business within the Trent Conservation Coalition Source Protection Region; or
- Be employed by a Municipality that is in the Trent Conservation Coalition Source Protection Region; and
- Not be a member or employee of a Conservation Authority within the Trent Conservation Coalition Source Protection Region.

Roles and Responsibilities:

- Monitor the implementation of the source protection plans policies;
- Contribute positively to updates to the assessment reports and source protection plans
- Review annual reports and materials (including scientific and technical reports) in advance of meetings
- Provide constructive, collaborative and science-based input on local source protection planning issue(s)
- Act as a liaison between the sector represented and the Source Protection Committee by bringing forward common concerns from personal knowledge and experience;
- Work collaboratively with other Source Protection Committee members and stakeholder groups
- Make decisions at the committee table
- Regularly attend meetings of the Source Protection Committee (and applicable working groups) throughout the duration of the appointment
- Attend and participate in public meetings, information sessions and forums
- Attend training sessions
- Participate, at the request of the Chair, in province-wide committees as a representative of the Trent Conservation Coalition Source Protection Committee
- Comply with the Code of Conduct and Conflict of Interest policies established by the Source Protection Committee, and
- Respect confidential information and abide by the process in place to safeguard confidential information



Qualifications:


- Must be able to reflect the interests of municipalities
- Demonstrated understanding of:
 - municipal, watershed, scientific or technical information (e.g. source protection, geology, geography, planning)
 - terms and concepts associated with environmental management
 - local watersheds, communities, and issues
- Proven ability to act as a liaison for municipalities being represented
- An openness to working cooperatively with representatives from other sectors
- Demonstrated ability to work with group dynamics
- Commitment to mutual respect for others and for their views and interests
- Demonstrated problem-solving, decision-making, and communication skills
- Demonstrated ability to weigh different points of view
- Demonstrated interest in seeking solutions
- Has contacts within the local community (individuals and groups)
- Willingness and ability to travel throughout the Source Protection Region

Term and Time Commitment

Members should be prepared to make a 3-5 year commitment to participate on the Trent Conservation Coalition Source Protection Committee. The Committee will have a between 2 and 4 meetings per year. In addition to the Committee meetings, it is anticipated that the Committee members will be expected to attend training sessions and occasional public meetings and working group meetings, if established for the sector being represented. Committee members should also expect that they may occasionally need to travel significant distances across the Trent Conservation Coalition Source Protection Region to attend meetings and should anticipate the occasional evening meeting.

Compensation

Trent Conservation Coalition Source Protection Committee members will receive per diems and mileage (rates are determined locally through provincial direction and guidance).

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	COMMITTEE OF THE WHOLE REPORT	
TO:	Mayor and Council	
FROM: TITLE:	Desta McAdam, MCIP, RPP Senior Planner – Development	
DATE OF MEETING:	June 24 th , 2019.	
TITLE / SUBJECT:	Application for Site Plan Approval - Development Agreement: 671 Division Street Buchanan Storage Inc.	
REPORT DATE:	June 12 th , 2019.	File #: SPA-03-19

1.0 CORPORATE STRATEGIC PLAN OBJECTIVES

N/A

2.0 RECOMMENDATION

THAT the attached By-law be endorsed and be presented to Council for adoption which authorizes the Mayor and Municipal Clerk to execute a Development Agreement with Buchanan Storage Inc. and Lakefront Utility Services Inc. for a 371.6 m² (4,000 ft²) self storage building on the Subject Property, subject to the finalization of details by municipal staff and applicable agencies.

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 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 a contact number for both the applicant and the Town of Cobourg Planning Department, where plans can

be made available for the public to view. The sign was posted on the frontage of the subject property in accordance with this procedure, although it has since been removed as a result of on-site pre-construction soil and grading activity. Planning Department staff also notified those persons on record as requesting notification of any future planning applications regarding the subject lands.

Additionally, the Planning Department provided written notice of the Complete Site Plan Application to Council on May 15th, 2019, and all Site Plan Applications are considered by Council in open session prior to final approval.

4.0 ORIGIN & LEGISLATION

In April 2019, the Planning Department received an application for Site Plan Approval from Buchanan Storage Inc. for the 2,506.9 m² (.62 ac) parcel, known as 671 Division Street.

In accordance with the provisions of the Ontario Planning Act, a municipality has the authority to designate site plan control area(s), and where an application has been made for site plan approval, a municipality may require the owner of the land to enter into one or more agreements with the municipality.

5.0 BACKGROUND

The Subject Property is designated as Employment Area in the Town of Cobourg Official Plan (2017) and located in a Light Industrial Exception 10 (LM-10) Zone in the Town of Cobourg's Comprehensive Zoning By-law #85-2003 (see **Figure 1 - Location Map** attached).

6.0 ANALYSIS

The following attachments are included for reference purposes:

- Figure 1 – Location Map**
- Figure 2 – Site and Grading Plan**
- Figure 3 – Landscape Plan**
- Figure 4 – Building Elevations**
- Figure 5 – Agreement Authorization By-law**

Summary of Key Points:

The following are the key points associated with the proposal:

- The Subject Property has a lot area of 2,506.9 m² (.62 ac), with 54.71 m (179.5 ft) frontage along Division Street and 45.85 m (150.54) frontage along Buchanan Street

- The applicant is proposing to construct a 371.6 m² (4,000 ft²) self storage building consisting of 28 storage units ranging in size (see **Figure 2 – Site Plan** attached).
- The proposal represents the initial stage of a phased development plan for the site. The second phase of development will include an additional self storage building on the east side of the subject property, adjacent to Division Street.
- The proposed development is a “sister site” to the existing Lok-All Storage site located immediately south of the subject property at 1 Buchanan Street. New visitors and/or self storage clients for the subject property will be directed to the Lok-All Storage office for administrative inquiries. No ancillary office, or visitor parking is considered as part of this proposal.
- The proposal includes a variety of new landscape improvements to the subject property, including six (6) trees and forty-five (45) shrubs of assorted species. The new plantings will create a soft edge along the property perimeter, and provide more visual character, interest, and natural aesthetic to the site. Additionally, the five (5) existing trees on the subject property will be retained and protected in accordance with the Municipality’s tree protection provisions during the construction process (see **Figure 3 – Landscape Plan** attached).
- In consultation with planning staff, the applicant has incorporated a stone veneer, and contrasting, quality materials to the building design. The proposed façade enhancements will add visual interest to the property while maintaining the functionality of the building as a self-storage facility.
- A 1.8 m wood privacy fence will be installed along the western property boundary to provide an additional buffer between the proposed development and the abutting residential property located at 18 Buchanan Street.
- Low Impact Development (LID) solutions, including a grassed swale along the western perimeter of the property, and an infiltration trench and subdrain at the southwest corner of the property will provide permanent stormwater quality control for the subject property. A silt fence will provide temporary stormwater quality control during construction.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There are no anticipated negative financial implications imposed on the Municipality as a result of the application. The Site Plan Application fee is waived for industrial properties.

8.0 CONCLUSION

It is the opinion of the Planning Department that the application by Buchanan Storage Inc. to permit a 371.6 m² (4,000 ft²) self storage development meets all applicable policies and standards, subject to the finalization of details and other documentation by municipal staff and external agencies.

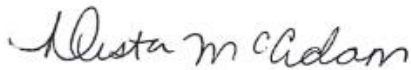
9.0 POLICIES AFFECTING THE PROPOSAL

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

10.0 COMMUNICATION RESULTS

That the By-law attached to this report be passed by Council (see **Figure 5** Agreement Authorization By-law).

Submitted by:



Desta McAdam, MCIP, RPP
Senior Planner – Development

Approved by:



Glenn McGlashon, MCIP, RPP
Director of Planning & Development



FIGURE 1: LOCATION MAP

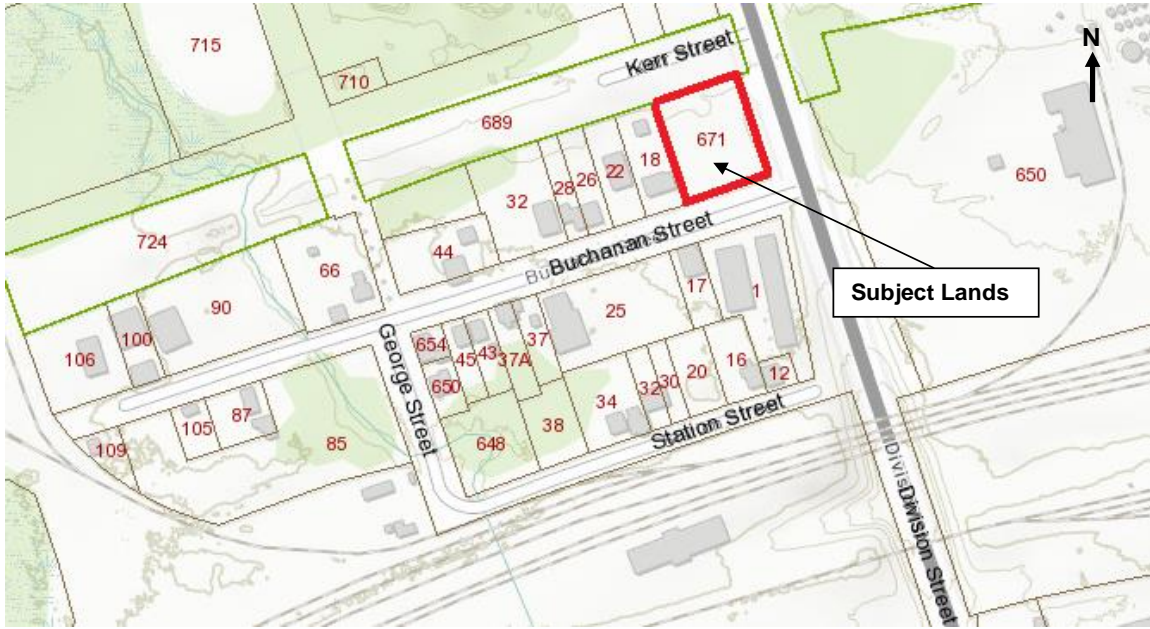


FIGURE 2 : SITE AND GRADING PLAN

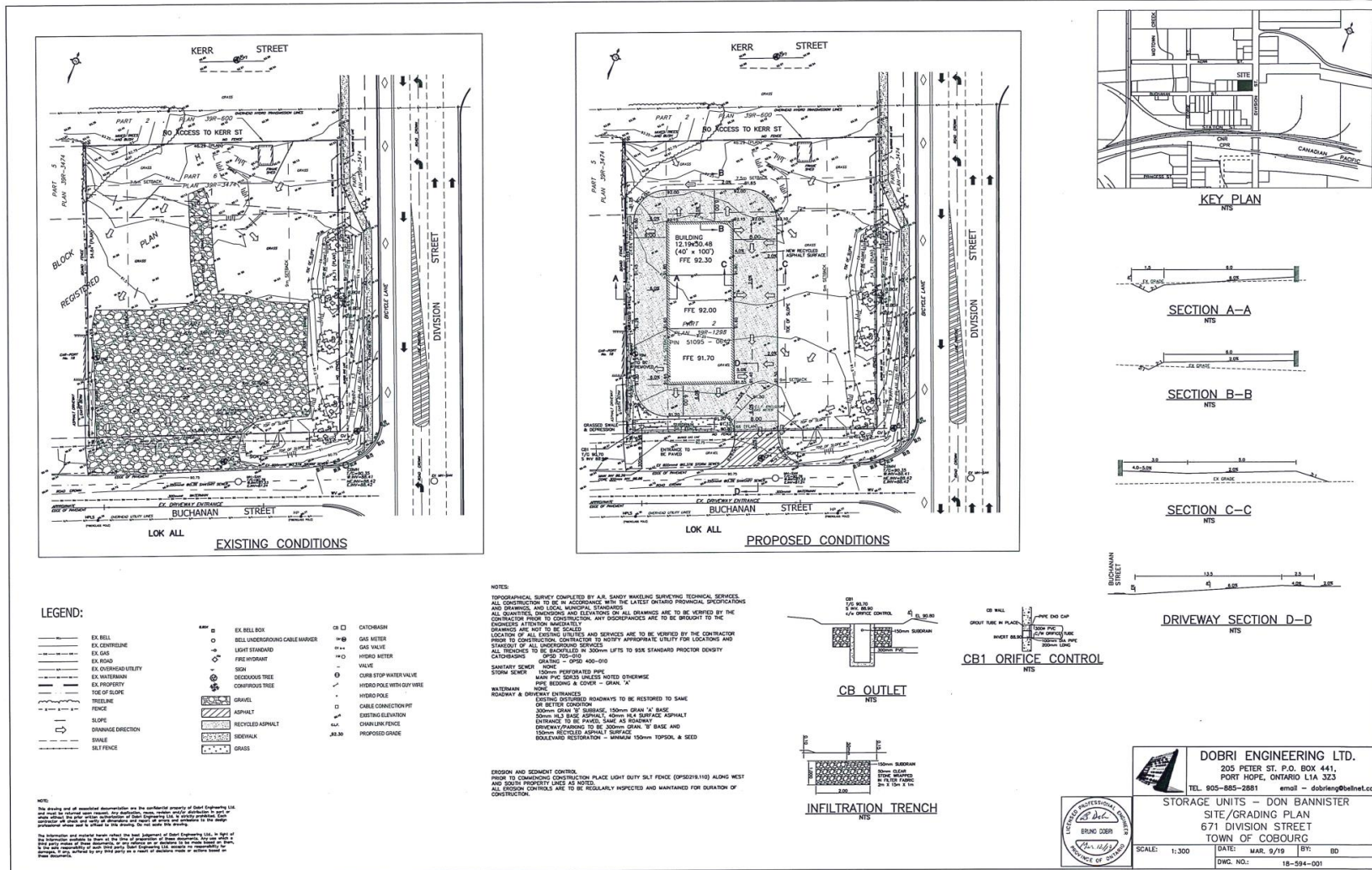
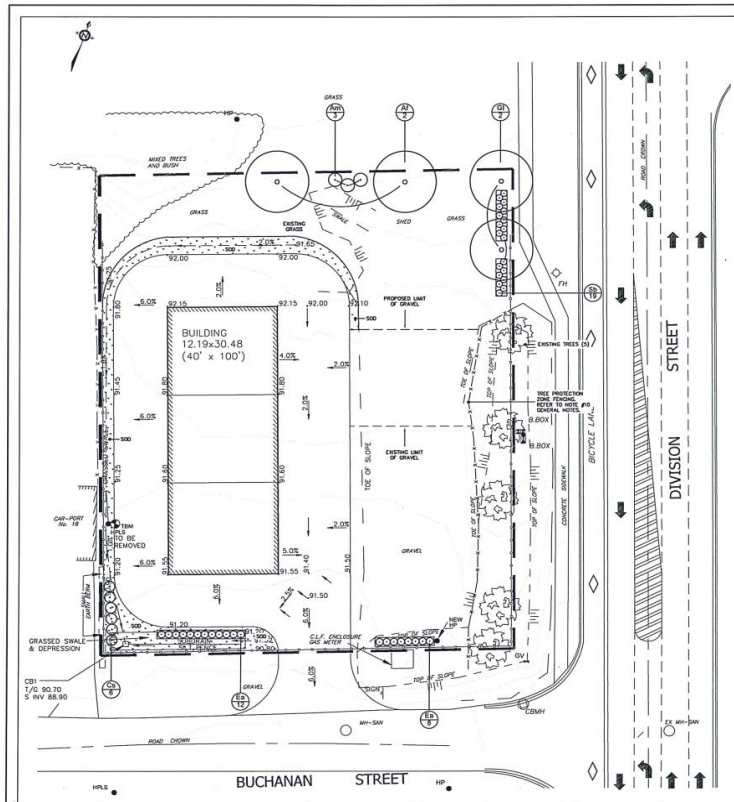
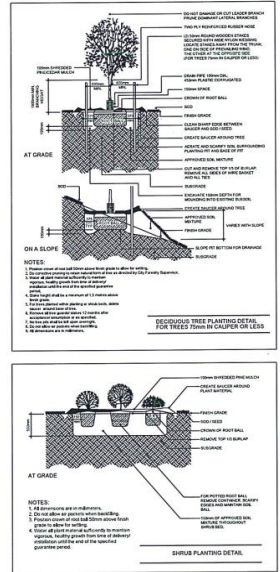


FIGURE 3: LANDSCAPE PLAN



- GENERAL NOTES**
- Any discrepancies in dimensions or locations of existing elements noted during lay-out of landscape architectural elements shall be reported to landscape architect before installation of new work. Final lay-out of plant material to be approved by Landscape Architect prior to installation.
 - All plant material shall be nursery stock conforming to the latest edition of the Canadian Standards for Nursery Stock as published by the Canadian Nursery Landscape Association.
 - All plants shall be healthy, vigorous plants, free from defects, decay, disfiguring roots, sun-scald injuries, bark abrasions, plant diseases and pests and all forms of infestations or objectionable dilgements.
 - All plants shall be true to name, size, condition and quantity as per plan and plant list specifications.
 - All plant material shall be unwrapped prior to inspection. Plant material that does not meet the standards listed herein shall be rejected.
 - Substitutions will not be accepted without prior written request to the client and the consulting Landscape Architect. Additional plant quantities will be required to compensate for approved reduction in size due to unavailability of materials, to the satisfaction of the consulting landscape architect.
- TREES:**
- All trees shall be open grown for wind-firmness. Trees shall not be leaning or have significant sweep, crook or bend. Deciduous trees shall have approximately two-thirds of their total height in living branches. All trees shall have good crown shape and colour (evergreens characteristic of their species. Trees shall have a single dominant leader with no side branches taller than the main leader.
 - All trees shall have root ball sizes that meet or exceed nursery standards. Root balls shall be firm and structurally integral with the trunk.
 - Existing Norway Maples to be pruned using acceptable horticultural practices by Certified Arborist.
- PROTECTION OF EXISTING TREES TO REMAIN:**
- Existing 5 Norway Maple trees along Division St. property line are to remain and shall be fully protected with hoarding, i.e. 1200mm (4'11") snow fencing, erected at top of slope on the west side of the trees. Final in place location of hoarding to be approved by landscape architect prior to construction. Continuous line of snow fencing to be configured such that fence can be topped by 2.5 m wind to roots. Area to the east of the protective fencing shall remain undisturbed and shall not be used for the storage of building materials or equipment.
- SHRUBS:**
- Shrubs shall have full, well branched crown typical of species or variety. Root systems shall be ample, well-balanced and fibrous, capable of sustaining vigorous plants that are weak or thin, undersized, or have been cut back from larger grades to meet specifications shall be rejected.
 - Filter cloth to be installed beneath shredded mulch in shrub planting beds as noted in planting detail.
- MULCH:**
- Mulch to be double tub ground (fine) varying in size from 10 to 30mm in diameter, free of debris and wood from other tree species other than cedar or cedar/pine mix.
- SOIL:**
- Soiled areas within newly constructed drainage swales require a minimum of 100mm depth of approved topsoil.
 - Sod to be Number 1 grade turf grass nursery sod (MGA) specifications). Sod to be watered thoroughly first 4 days tapering to 4 waterings the next week.
- WATERING:**
- Newly planted trees and shrubs to be well watered during the first year to help ensure healthy establishment of root systems.



KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	ALL MEASUREMENTS IN MILLIMETERS							
				CALIPER	HEIGHT	SPREAD	SHRUB HEIGHT	CONSTRUCTION	PERMITS		
DECIDUOUS TREES											
1	2	PIEDMONT FRIEDLANDER HONEY LOCUST	AUTUMN-BLAZE MAPLE	80	4000	2000	1000	800	BASE	BARBER SPECIFICATION	
2	2	QUERCUS TRILACINATA SHAGBARK HONEY LOCUST	SHAGBARK HONEY LOCUST	80	4000	2000	1000	800	BASE	BARBER SPECIFICATION	
DECIDUOUS SHRUBS											
3	3	AMALANCHIER GAMBRIELIS SPALE'S STRIPED SHRUB FORM	SPRINGBERRY SPALE'S STRIPED SHRUB FORM	1000	1000	-	BASE	POUTER	BARBER SPECIFICATION		
4	4	FRAXINUS BENNETTII	BENNETT'S DOGWOOD	1000	600	-	BASE	POUTER	BARBER SPECIFICATION		
5	10	FRAXINUS ALATIS CORNIFOLIA	SHARP SHINING BUSH	600	600	-	BASE	POUTER	BARBER SPECIFICATION		
6	10	SPARGANGLIUM VERTICILLATUM	ANTHONY WAXED SPIDER	700	600	-	BASE	POUTER	BARBER SPECIFICATION		

Key Plan

Legend

- EX BELL
- EX CENTRELINE
- EX GAS
- EX ROAD
- EX OVERHEAD UTILITY
- EX WATERMAIN
- EX PROPERTY
- TOE OF SLOPE
- TREELINE
- FENCE
- SLOPE
- DRAINAGE DIRECTION
- GRADE
- SET FENCE
- EX BELL BOX
- BELL UNDERGROUND
- CABLE MANHOLE
- LIGHT STANDARD
- TREE HOISTWAY
- SIEN
- EX DECIDUOUS TREE
- PROP. DECIDUOUS TREE
- GRAVEL
- ASPHALT
- RECYCLED ASPHALT
- SEWERWALK
- NEW SOIL
- CATCHERON
- GAS METER
- GAS VALVE
- METER
- VALVE
- CURB STOP WATER VALVE
- HYDRIC POLE IN GUT GARE
- HYDRIC POLE
- CABLE CONNECTION HIT
- EXISTING ELEVATION
- CHAINLINK FENCE
- PROPOSED GRADE

Scale 1:200

Drawn D1 **Project No.** 04-18

Checked 040 **Drawn By**

Date APR 2013

Scale 1:200

L1

LOCK-ALL STORAGE
871 DIVISION STREET
COBURN, ONTARIO

LANDSCAPE PLAN

FIGURE 4: BUILDING ELEVATIONS



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Do not commence the Work unless the drawings are signed by the Designer.

NOTE: These drawings are not to be used for liability purposes or as evidence of any other drawings by the Designer or its affiliates.

CONSULTANT

DOBRI ENGINEERING LTD.
 205 PETER ST. P.O. BOX 441,
 PORT HOPE, ONTARIO L1A 3Z3
 TEL: 905-885-2881 email - dobrieng@bell.net

NO.	DATE	REVISIONS	BY

NO.	DATE	ISSUED	BY
1	6.11.2019	Issued for City Plan Approval	AKS

andrewsmith
 buildingdesign

1.204.222.2202 www.andrewsmithbuildingdesign.com
 2500 DENISON STREET, COBourg, ON V9B 3K7

PROJECT

Mini Storage
 Don Ramaketer
 Buchanan Street, Cobourg, ON

DRAWING

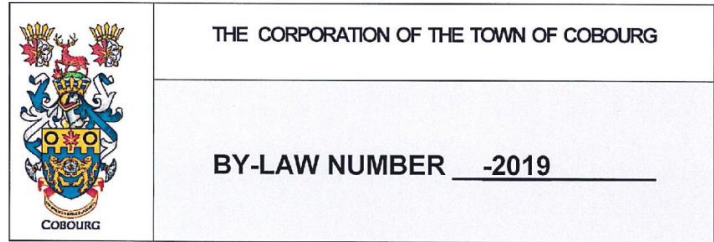
Building Elevations

DRAWN BY: AKS
 CHECKED BY: AKS
 DATE: Jun 2019
 SCALE: 1/8"=1'-0"

PROJECT No. 2019-119

SHEET No. **A300**

FIGURE 5: AGREEMENT AUTHORIZATION BY-LAW



A BY-LAW TO AUTHORIZE EXECUTION OF A DEVELOPMENT AGREEMENT WITH BUCHANAN STORAGE INC., LAKEFRONT UTILITY SERVICES INC. AND THE CORPORATION OF THE TOWN OF COBOURG (671 DIVISION STREET, COBOURG)

WHEREAS pursuant to Section 41(7) of the *Planning Act*, R. S. O. 1990, c. P. 13, as amended, which provides in part that a municipality has the authority to enter into one or more agreements in dealing with matters subject to Site Plan Control;


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

1. That the Mayor and Municipal Clerk are hereby authorized and instructed to execute on behalf of the Corporation an agreement with Buchanan Storage Inc., Lakefront Utility Services Inc. and the Corporation of the Town of Cobourg for a 371.6 m² (4,000 ft²) self storage building at 671 Division Street, Cobourg, subject to the finalization of details and documentation by municipal staff and applicable agencies.
2. THAT this By-law come into effect as of its final passing thereof, and shall expire two (2) years from the date of passing.

By-law read and passed in Open Council this 2nd day of July, 2019.

MAYOR

MUNICIPAL CLERK

	PLANNING & DEVELOPMENT DEPARTMENT <i>MEMORANDUM</i>
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer- Municipal Clerk /Manager of Legislative Services
FROM:	Adriane Miller, Secretary
DATE:	June 13, 2019
SUBJECT:	HP-2019-030 - 38 Covert Street


The following motion was adopted at the June 12, 2019 meeting of the Cobourg Heritage Advisory Committee (CHC):

Moved by Councillor N. Beatty

WHEREAS, Planning and Heritage staff has reviewed a proposed 77 square metre (829 sq. ft.) single storey addition to provide for accessible amenities and indoor restaurant space and the addition of five (5) windows and a door for a 2nd floor residential conversion at 38 Covert Street and has determined that the proposal would constitute a compatible alteration/addition and would conform to the provisions of the Commercial Core Heritage Conservation District;

Therefore, it is recommended that Heritage Permit Application HP-2019-030 as submitted by 2500709 Ontario Inc. c/o John Lee to permit a single storey addition and five (5) windows and door, be approved, subject to the finalization of details with Planning and Heritage Staff, and that exterior finishes and materials be brought back to the CHC for review and approval.

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:	June 12, 2019	
TITLE / SUBJECT:	Staff Report: 38 Covert St. (The Cat and the Fiddle) Commercial Addition, Conversion of upper floor to Residential Units (2 Apartments)	
REPORT DATE:	June 7 th , 2019	File #: HP-2019-030

1.0 STRATEGIC PLAN
N/A

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 a proposed 77 square metre (829 sq. ft.) single storey addition to provide for accessible amenities and indoor restaurant space and the addition of five (5) windows and a door for a 2nd floor residential conversion at 38 Covert Street and has determined that the proposal would constitute a compatible alteration/addition and would conform to the provisions of the Commercial Core Heritage Conservation District;

Therefore, it is recommended that Heritage Permit Application HP-2019-030 as submitted by 2500709 Ontario Inc. c/o John Lee to permit a single storey addition and five (5) windows and door, be approved, subject to the finalization of details with Planning and Heritage Staff.

4.0 ORIGIN

In October of 2017, A Heritage Permit (HP-2017-034) was granted for 38 Covert Street for 2500709 Ontario Inc. to install E.I.F.S. exterior cladding and cornerstones in a colour consistent with the Town's Heritage Palette, and replace all existing windows with new vinyl single-hung windows and install a new ledge above the existing bay window subject to finalization of details by municipal staff.

On May 27th, 2019, an application for a Heritage Permit was received from 2500709 Ontario Inc. c/o John Lee for a 77 square metre (829 sq ft), single storey addition to replace the current outdoor patio "lean-to" addition/porch and provide accessible main floor washrooms for the restaurant/pub, plus the addition of a new stairwell access door and five (5) new 2nd floor windows to facilitate the conversion of the upper floor into two (2) residential units at 38 Covert Street.

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

In accordance with the *Ontario Heritage Act*, the 90-day deadline for Council to deal with the application is August 25, 2019.

Scope of Work

1. A 77m sq (829 sq ft) single storey addition (1st floor):
 - a. Green asphalt shingle roof (as per existing building);
 - b. Grey stone veneer cladding on south facing (Covert St) façade;
 - c. Exterior door (facing Covert St.) – replace existing front window on

- east side of façade with a new stairwell door of the same design and colour as existing front door;
- d. Windows – front bay window (fronting Covert St) to match existing on current structure, rear window unspecified but can be addressed through the finalization of details with municipal staff (not visible from public realm);
 - e. Exterior trim – west facing façade – to be stucco (Exterior Insulation Finishing System – E.I.F.S) of matching colour

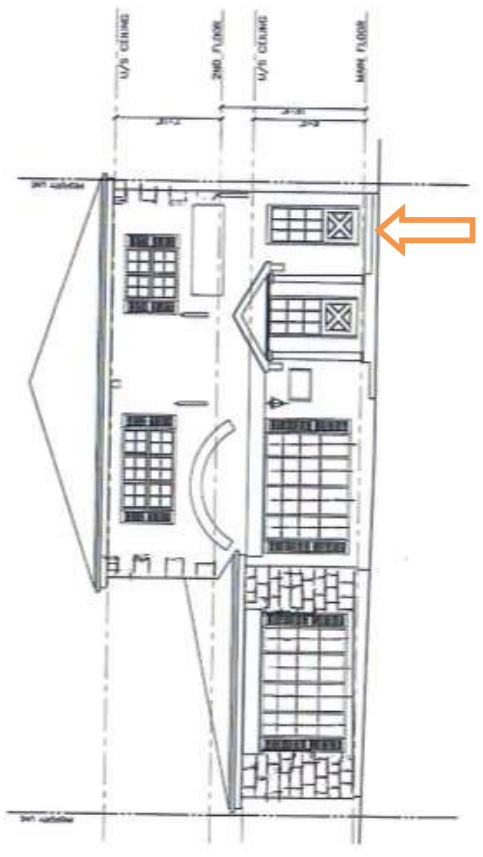
2. New Residential Units (2) – 2nd floor

- a) Windows (2) – west facing façade – to match those approved under HP-2017-034;
- b) 1 rear door converted to a window (north façade)*;
- c) 1 new rear window opening (north façade)*;
- d) 1 new side (fire) window (towards rear of east façade)*.

*Note: Windows for 2 b), c) and d) are not visible from the public realm and design specs can be addressed through the finalization of details with municipal staff

APPENDIX 'B'

19 MAY 2019



1	19 MAY 2019	1	19 MAY 2019	1	19 MAY 2019
2	20 APR 2019	2	20 APR 2019	2	20 APR 2019
3	20 APR 2019	3	20 APR 2019	3	20 APR 2019
4	11 MAY 2019	4	11 MAY 2019	4	11 MAY 2019
PROJECT: ADDITION/RENOVATION TO RESTAURANT LOCATION: 28 COVERT STREET, COVENTRY FOR THE COUNTY OF WESTMIDLANDS, UK		ARCHITECT: 17 PARLIAMENT ST, COVENTRY, CV4 9JF TEL: 02476 343433 FAX: 02476 343434 WWW: WWW.PARLIAMENTARCHITECTS.CO.UK		PROPOSED WORKS REFERENCE: A3.4	

Figure 1: Plan for new single storey addition, view from Covert St. (new stairwell door indicated by arrow)

APPENDIX 'C'

19 MAY 2019

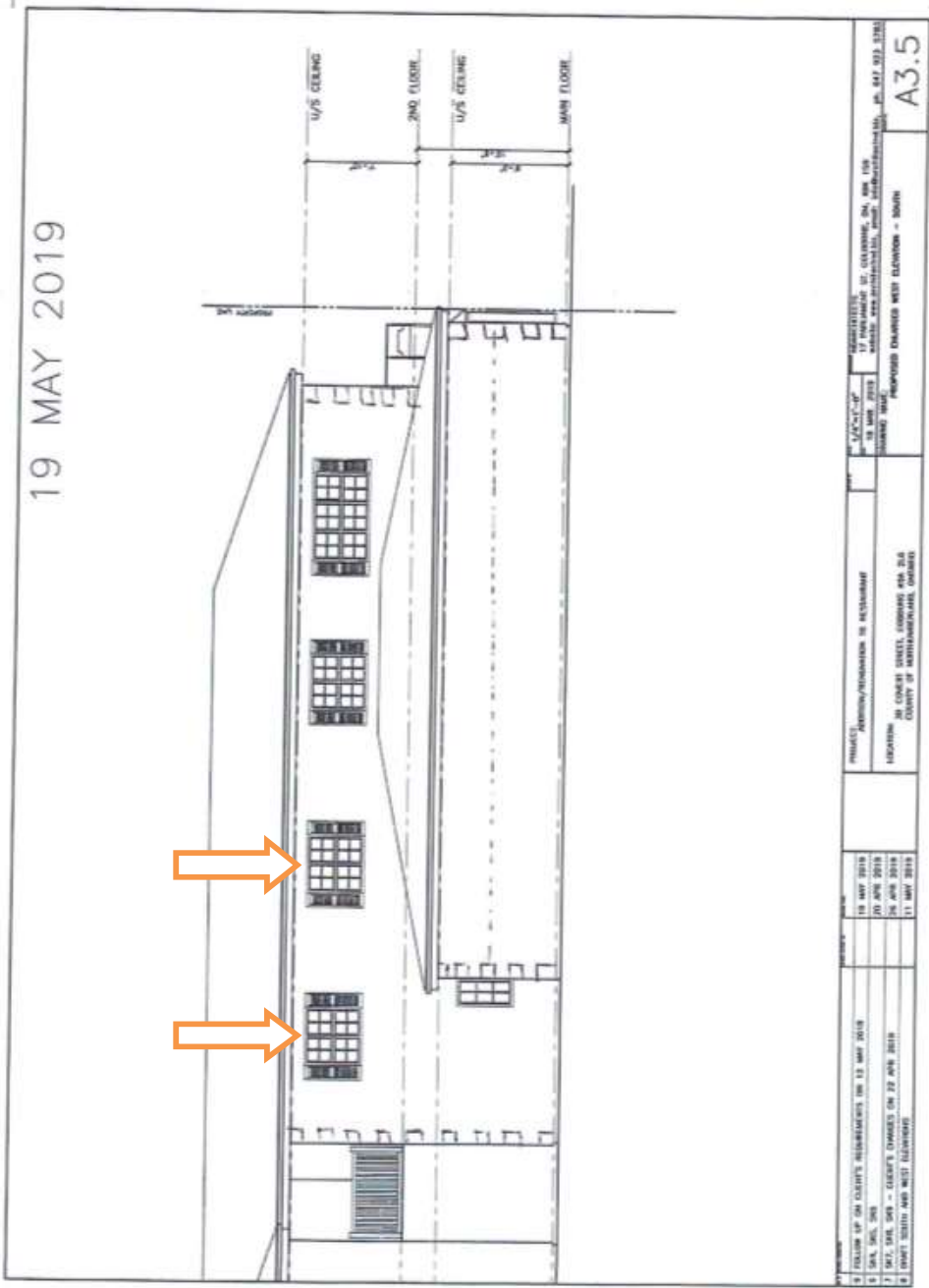


Figure 2: Plan for new single storey addition, view from west (proposed new second floor windows indicated by arrows)

19 MAY 2019	10 MAY 2019	PROJECT: AMENITY/RENOVATION TO RESTAURANT	DATE: 19 MAY 2019	REGISTRAR: 17 PARLIAMENT ST, GARRING, ON, M6A 1P9
20 MAY 2019	11 MAY 2019	LOCATION: 41 CONIST STREET, TORONTO M5A 2L6	DRAWING NO: A3.5	PHONE: (416) 923-3322
21 MAY 2019	12 MAY 2019	COUNTY OF NORTH YORK	PROPOSER: CHARLES WEST ELEVATOR - BAYVIEW	
22 MAY 2019	13 MAY 2019			
23 MAY 2019	14 MAY 2019			
24 MAY 2019	15 MAY 2019			
25 MAY 2019	16 MAY 2019			
26 MAY 2019	17 MAY 2019			
27 MAY 2019	18 MAY 2019			
28 MAY 2019	19 MAY 2019			
29 MAY 2019	20 MAY 2019			
30 MAY 2019	21 MAY 2019			
31 MAY 2019	22 MAY 2019			
1 JUN 2019	23 MAY 2019			
2 JUN 2019	24 MAY 2019			
3 JUN 2019	25 MAY 2019			
4 JUN 2019	26 MAY 2019			
5 JUN 2019	27 MAY 2019			
6 JUN 2019	28 MAY 2019			
7 JUN 2019	29 MAY 2019			
8 JUN 2019	30 MAY 2019			
9 JUN 2019	31 MAY 2019			

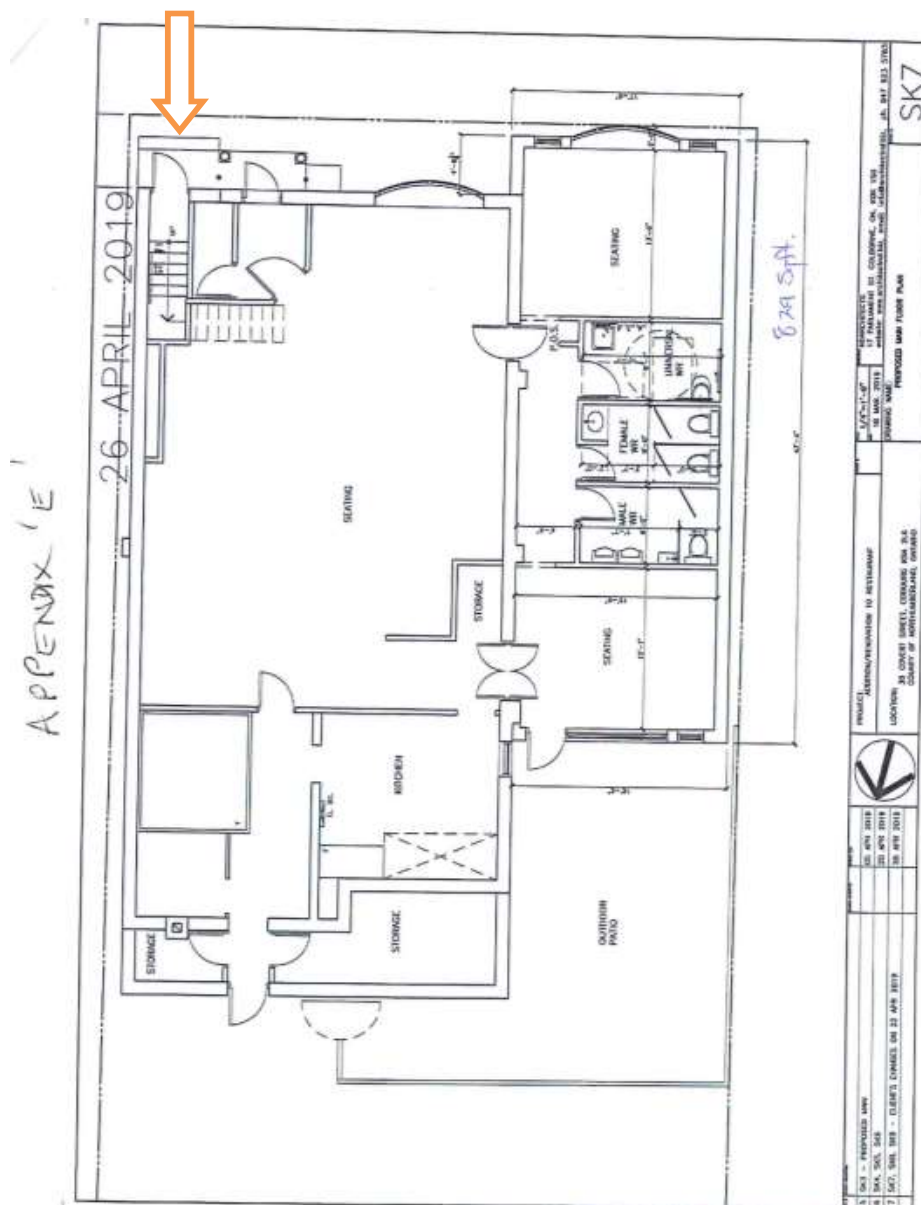


Figure 3: : Floor Plan for new 77 sq m (~829 sq. ft) single storey addition and window to door conversion for new residential stairwell access indicated by an arrow.

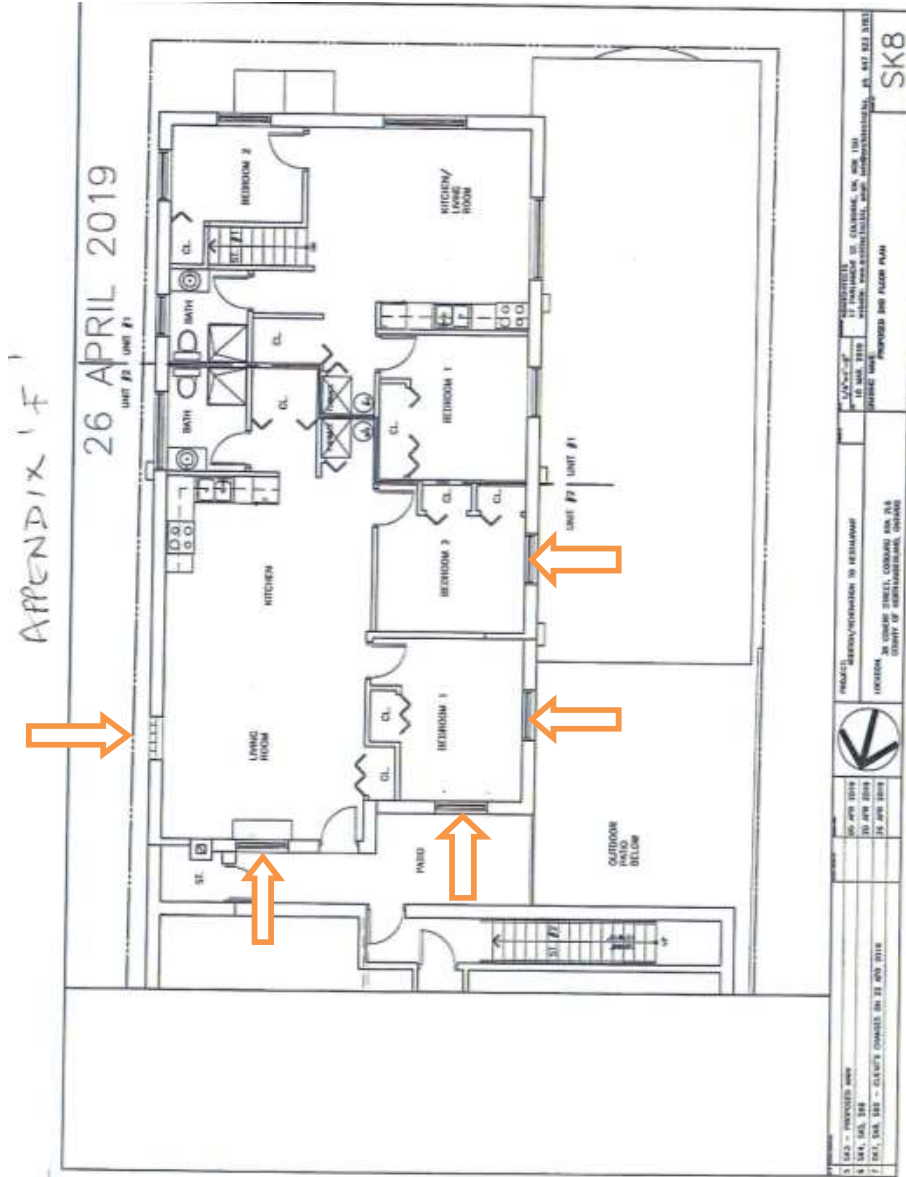


Figure 4: Floor Plan for upper floor residential units (2) and new windows indicated by arrows

Existing conditions:
38 Covert Street



Figure 5: Current conditions of 38 Covert. Addition to be located on west side (left side) where current patio is located and a current window turned into a stairwell door on the east side (right side) indicated by arrows.



Figure 6: current conditions of 38 Covert St. west side showing where new windows will be placed.



Figure 7: current conditions of 38 Covert St. rear and showing new window placements. Note the covered balcony will be dismantled.



Figure 8: Existing windows on the east facade. Note there will be a new fire window placed toward the rear of this east facade.

5.0 BACKGROUND

The subject property is located at 38 Covert Street on the north side between George Street and Division Street, opposite the Covert Street municipal parking lot

Geographic Context

Below: The subject property is shown outlined in red. The Commercial Core Heritage Conservation District is indicated in blue. The nearby George Street Heritage Conservation District is indicated in yellow and the West HCD is indicated in orange. The properties shaded in purple are individually designated properties under Part IV of the Ontario Heritage Act. The properties shaded in pink are listed on the Municipal Heritage Register but are not formally designated.



Historical and Architectural Context

According to available records, the existing building on the subject property is home to The Cat and the Fiddle, a long-standing restaurant/pub, and was constructed in approx. 1953.

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.

4.0 Alterations to Commercial Buildings

This section provides policies and guidelines for alterations to commercial buildings in the Commercial Core Heritage Conservation District. This section applies to all buildings with a designated commercial use, including those that contain (or have the capacity to contain) residential units on storeys above the street level. It is recognized that some commercial buildings within the commercial core are not of historic materials and/or design, and that some guidelines in this section may not be appropriate to these buildings. Guidance for these properties may also be found in Part III, exemptions for heritage permits. In the event that property owners require further clarification on whether guidelines are applicable to them, they are advised to contact Town Heritage Planning staff.

4.4 Windows and entrances

Policies



- 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.

5.0 Additions to Commercial Buildings

This section outlines policies and guidelines for additions to commercial-form buildings within the District. Additions are an important aspect of building evolution. A key objective to be achieved in the design of an addition is to ensure that new

construction does not involve the loss of important heritage building fabric. New additions shall also be constructed in a way that clearly differentiates them from the original building. The following policies and guidelines apply to the construction of additions:

5.1 Location, height and width of additions

Policies

- a) Exterior additions shall be located at the rear of the building. Rear additions not visible from the public realm may be the same height or less than the height of the original building.
- b) Additions to buildings to increase the height may be permitted in accordance with the Town of Cobourg Official Plan policies. Where height beyond three stories is approved, additions must be stepped back from the main façade of the original building in order to be unobtrusive in the streetscape and to differentiate the addition from the older structure.

5.2 Relation to street

Policies

- a) Additions to commercial buildings on corner lots shall address both streets with appropriate materials, glazing, entrances and other architectural features to ensure continuity with street front façade design and to avoid the construction of large blank walls.
- b) Additions to the side of commercial properties should have the same setback as the original building in order to retain the consistent setbacks of the commercial street wall.

5.3 Windows and entrances

Policy

- a) Windows and entrances on additions shall be constructed with materials that are compatible with the historic structure. Contemporary design and materials may be used.

Guidelines

- b) Where new entrances or exterior staircases are required for additions, they should be installed on secondary elevations or at the rear of the building.
- c) Ramps may be permitted for barrier-free access in accordance with applicable

legislation, but should not be physically attached to heritage building fabric, such as walls or foundations.

5.4 Exterior cladding

Policy

- a) Exterior cladding on additions to commercial buildings shall be compatible with the cladding material of the original structure, but should be a different and distinct material from the original building in order to be distinguishable as a later addition. Additions replicating the original cladding material are discouraged.

Guidelines

- b) Traditional building materials, such as brick and wood, as well as contemporary materials may be used for major additions, provided that there are clear visual or physical breaks that distinguish old and new portions of the building.
- c) The application of new cladding, surfaces or coatings, including synthetic materials such as vinyl or aluminum siding, acrylic stucco, and Exterior Insulation and Finish Systems (EIFS) are discouraged on building facades facing the public realm. These materials and others, such as fibre cement board, metal panels, synthetic wood products, and other modern materials will be considered on a case by case basis.

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.

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.

Addition

The proposal calls for a new single storey addition in place of a current outdoor patio “lean-to” addition/porch on the west side of the building in order to provide ground floor accessible washroom facilities and accommodate additional indoor restaurant seating area. The applicant is proposing to clad the front Covert Street face in stone, much like the Mansions on James addition (see Figures 9-10). The new 1-storey addition will be slightly closer (~1.4 m/4.6’) to the Covert Street road allowance than the main building however staff believe this does not detract from the streetscape or existing building fabric, and would be similar in setback to the existing covered front entry porch. Some minor, playful variations in façade setbacks can be a desirable feature, particularly when the addition is subordinate to the main building and is designed to be distinct from the original building.

Based on the preliminary drawings submitted, the new front bay window protrudes from the front façade of the addition even closer to the road allowance and may need further refinement, given its close proximity to the front property line. Also, the setbacks to the west property line may be impacted by the addition – a surveyor may be required at the detailed design and Building Permit process to confirm setbacks.

Overall, it is my opinion that the proposed addition will not detract from the heritage character of the Commercial Core Heritage Conservation District, nor will it adversely impact the streetscape of Covert Street, which has a mix of land uses, setbacks, building types, front decks and entrance features and a municipal parking lot directly across the road. In addition, it is my opinion that the proposed addition appropriately differentiates itself from the original building and is compatible to the surrounding context.



Figure 9: Stone façade example (as seen at Mansions on George)



Figure 10: stone façade example (Mansions on George)

Windows for Upper Floor Residential Conversion

The proposal from the applicant to convert the upper floor to two residential

units requires additional windows in order to comply with the Ontario Building Code. As such, the proposal calls for five (5) new windows. All of the new windows under this Heritage Permit application are on the side and rear elevations (the existing windows on the upper floor have been approved for replacement via HP-2017-034).

Window Conversion to Door for Upper Floor Residential

The proposal from the applicant is to convert the front main floor east window into a matching door to allow access to the stairwell for the front 2nd floor residential unit. The existing window is partially blocked in and does not appear to be original materials. It has been decorated in keeping with the heritage theme. An interior stairwell, door and landing are now needed in place of the window for independent access to the 2nd floor residential unit.

It is evident that the subject property is a more modern building within the context of the Commercial Core HCD. Covert Street itself is characterized by a collection of diverse, more contemporary building styles, form and setbacks than other areas of the HCD. The proposed single storey addition for the commercial restaurant operation and the new windows and doorway to facilitate an upper floor residential conversion will not detract from the heritage character of the District nor of Covert Street. Overall, it is my opinion that the applicant's proposal is in general conformity with the Commercial Core Heritage Conservation District Plan.

Planning Considerations

The existing three windows on the upper floor of the east elevation are in legal non-compliance with the Zoning By-law regarding setbacks from a side property line. Proposals can continue an existing legal non-compliance as long as the existing setback is not further reduced. Given the existence of the windows on the east side of the building, and the proposed new window in the north east corner will maintain or exceed this setback, the proposal will not contravene the Zoning By-law. The drawings submitted with the Heritage Permit application are 'high-level' and considered for illustrative purposes only – they will need further refinement prior to the issuance of a Building Permit. Additionally, confirmation of front (south) and west side yard may require staking, or 'pinning', by a surveyor to confirm location of the building relative to property lines.

Building Considerations

This proposal will require an application for a Building Permit, Plumbing Permit and associated drawings as prescribed in accordance with the Ontario Building Code.

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 to implement a single storey addition in place of the current outdoor patio and the addition of five (5) new windows and a door for a residential conversion of the upper floor is compatible within the context of the existing building and streetscape, will not result in any adverse impacts on any existing built heritage resources and, thus, conforms to the Commercial Core Heritage Conservation District Plan

10.0 AUTHORIZATION/SIGNATURES

Rob Franklin MCIP, RPP
Manager of Planning Services




Glenn McGlashon, MCIP, RPP
Director of Planning and Development

A blue ink signature of Glenn J. McGlashon.

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



	PLANNING & DEVELOPMENT DEPARTMENT <i>MEMORANDUM</i>
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer- Municipal Clerk /Manager of Legislative Services
FROM:	Adriane Miller, Secretary
DATE:	June 13, 2019
SUBJECT:	HP-2019-031- 79 King Street West Unit E


The following motion was adopted at the June 12, 2019 meeting of the Cobourg Heritage Advisory Committee (CHC):

Moved by Councillor K. Bagshaw

WHEREAS, Planning and Heritage staff has reviewed the proposed window addition to satisfy the Ontario Building Code for a new bedroom at 79 King Street West Unit E and has determined that the proposal would constitute a compatible alteration and would conform to the provisions of the Commercial Core Heritage Conservation District;

Therefore, it is recommended that Heritage Permit Application HP-2019-031 as submitted by John Lee to permit the addition of a window, 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:	June 12, 2019	
TITLE / SUBJECT:	Staff Report: 79 King St. West, Unit E. Addition of a Third St. Facing Window	
REPORT DATE:	June 7 th , 2019	File #: HP-2019-031

1.0 STRATEGIC PLAN
N/A

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 window addition to satisfy the Ontario Building Code for a new bedroom at 79 King Street West and has determined that the proposal would constitute a compatible alteration and would conform to the provisions of the Commercial Core Heritage Conservation District;

Therefore, it is recommended that Heritage Permit Application HP-2019-031 as submitted by John Lee to permit the addition of a window, 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 May 26th, 2019 from John Lee for a window addition at 79 King Street West Unit E (facing Third Street, adjacent to Kelly's Homelike Inn).

The subject property is located in the Commercial Core Heritage Conservation District designated under Part V of the *Ontario Heritage Act*, 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 August 24, 2019

Scope of Work

Window (Third St. Frontage)

1. 1 6 over 6 double hung window to match other windows to satisfy OBC requirements for the addition of a bedroom as part of a residential conversion. Window to be 1.2m x .7m (48"x30) thermopane in white.
2. 1 Side window (face Kelly's Homelike Inn) in similar style to front window.

Existing conditions:
Third Street Frontage



Figure 1: 79 King St. unit E as seen from Third St.



Figure 2: Proposed window location at 79 King St. East unit E.



Figure 3: Approximate side window location

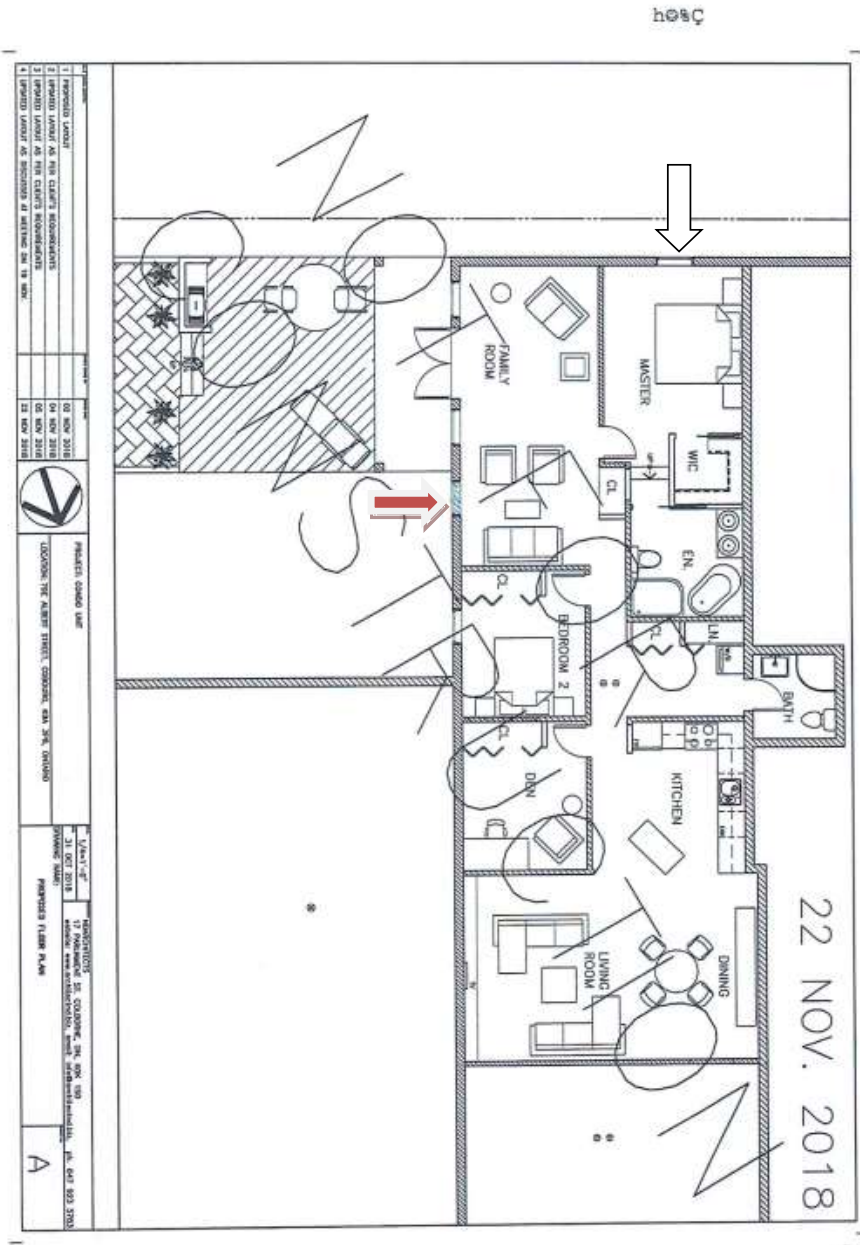


Figure 3: Architectural drawing from November 2018 indicating 2 new window locations – and indicated by the two arrows.

5.0 BACKGROUND

The subject property is located at 79 King St. E, Unit E on the west side of Third Street between Albert Street and King Street, adjacent to Kelly's Homelike Inn and across the street from Victoria Hall.

Geographic Context

Below: The subject is shown outlined in red. The Commercial Core Heritage Conservation District is indicated in blue. The nearby George Street Heritage Conservation District is indicated in yellow and the West HCD is indicated in orange. 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 of the subject property, however, one is not available. Based on our knowledge, the building is of relatively modern construction (former furniture store loading dock) and more recently improved with a covered pedestrian entrance and stucco exterior cladding as part of the King George Mews re-development.

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 042-2016 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.

4.4 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.

Window – Third Street Facade

The proposal calls for a new window on the Third Street façade in order to satisfy Ontario Building Code requirements for natural light in bedrooms. The window is proposed to thermopane in white with a similar design as what is already existing on the subject structure.

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.

In the case of 79 King St. W Unit E, it is evident that the subject property is a more modern building within the context of the Commercial Core HCD and was part of a former furniture store. The proposed window addition will not detract from the heritage character of the District nor of Third Street, and is consistent in appearance and material composition as the existing windows in the complex. Overall, the applicant's proposal is in general conformity with the Commercial Core Heritage Conservation District Plan.

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 to implement a window addition to the current Third Street frontage is compatible within the context of the existing building, will not result in any adverse impacts on existing built heritage resources and, thus, generally conforms to the Commercial Core Heritage Conservation District Plan.

10.0 AUTHORIZATION/SIGNATURES

Rob Franklin, MCIP, RPP
Manager of Planning Services




Glenn McGlashon, MCIP, RPP
Director of Planning and Development



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



	PLANNING & DEVELOPMENT DEPARTMENT <i>MEMORANDUM</i>
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer- Municipal Clerk /Manager of Legislative Services
FROM:	Adriane Miller, Secretary
DATE:	June 13, 2019
SUBJECT:	HP-2019-032- 429 George St


The following motion was adopted at the June 12, 2019 meeting of the Cobourg Heritage Advisory Committee (CHC):

Moved by Councillor K. Bagshaw

WHEREAS, Planning and Heritage Staff has reviewed the proposed demolition of a garden shed and the construction of a two car garage and has determined that the proposal would constitute a compatible addition and would conform to the provisions of the George Street Heritage Conservation District

THEREFORE, it is recommended that Heritage Permit #HP-2019-032 as submitted by Jack Wardle at 429 George Street to permit the demolition of a garden shed and the construction of a two car garage be approved subject to the finalization of details by 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:	June 12, 2019	
TITLE / SUBJECT:	Heritage Permit Application: 429 George Street Garden Shed Demolition and Construction of a 2 car garage	
REPORT DATE:	June 7, 2019	File #: HP-2019-032

1.0 STRATEGIC PLAN

N/A

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 demolition of a garden shed and the construction of a two car garage and has determined that the proposal would constitute a compatible addition and would conform to the provisions of the George Street Heritage Conservation District

THEREFORE, it is recommended that Heritage Permit #HP-2019-032 as submitted by Jack Wardle at 429 George Street to permit the demolition of a garden shed and the construction of a two car garage be approved subject to the finalization of details by Planning and Heritage staff.

4.0 ORIGIN

An application for a Heritage Permit was received on May 22, 2019 from Jack Wardle to demolish a garden shed and build a new two car garage in its place on the Roe Street (rear) frontage of the subject property.

The subject property is located in the George Street 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 045-2016.

In accordance with the *Ontario Heritage Act*, the 90-day deadline for Council to deal with the application is August 20th, 2019

Proposed scope of work

The applicant is proposing to demolish an existing garden shed at the rear of the subject property, fronting Roe Street, and to reconstruct a 6.7m x 7.3m (22'x24') two-car garage in its place (see figure 1-3).

- Colonial style
- Truss gable roof
- Asphalt shingle in Weathered Rock
- .6m x 3.05m (2'x10') header above garage door
- 4.9m x 2.4m (16'x8') carriage style garage door in white and beige
- Pine board and batten siding in Brandon Beige
- 2 1.2m x .9m (4'x3') Monterey white wood frame windows
- Exterior trim to be aluminum in Monterey White

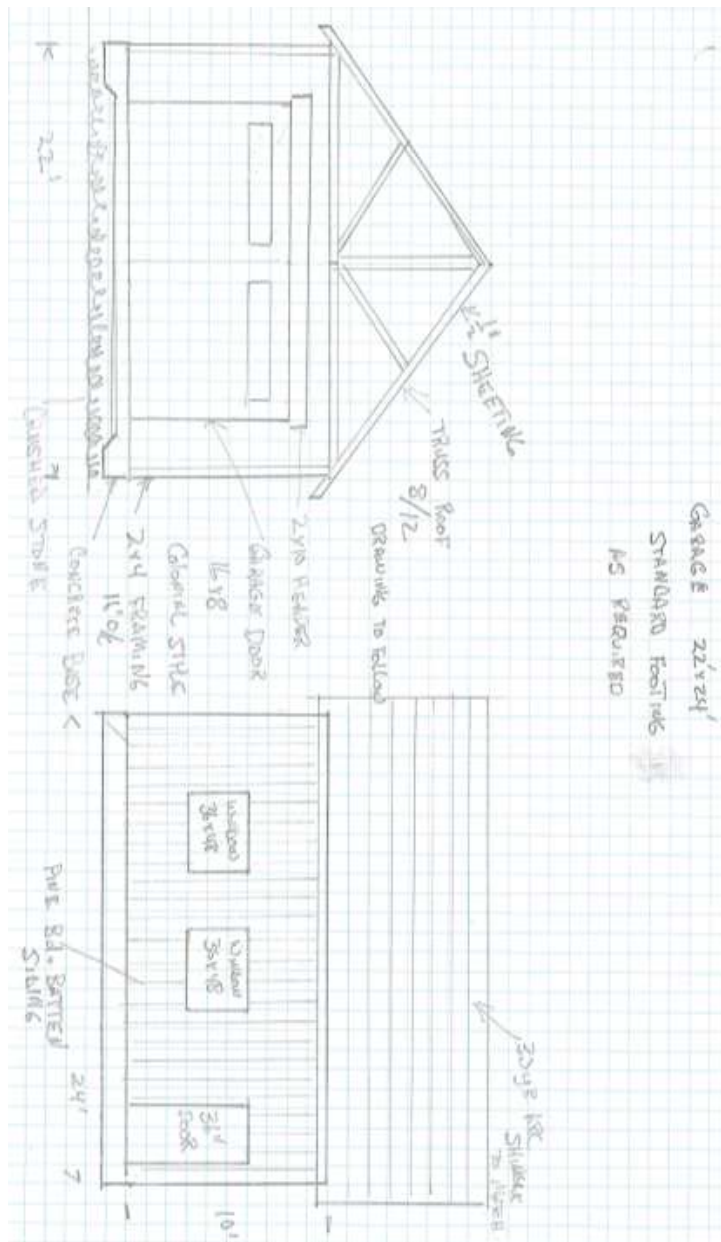


Figure 1: plan for new garage at 429 George St.

1/20/19

Clopay Coachman Collection 8 ft. x 7 ft. Intellicoore Insulated White Garage Door with SQ24 Window | The Home Depot Canada

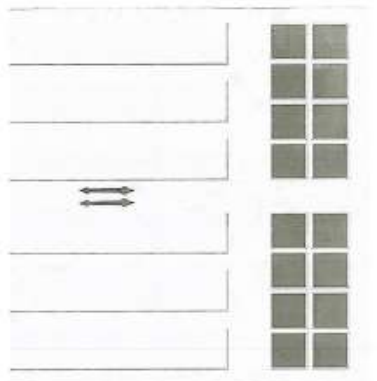
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1/20/19

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Figure 2: Garage door example

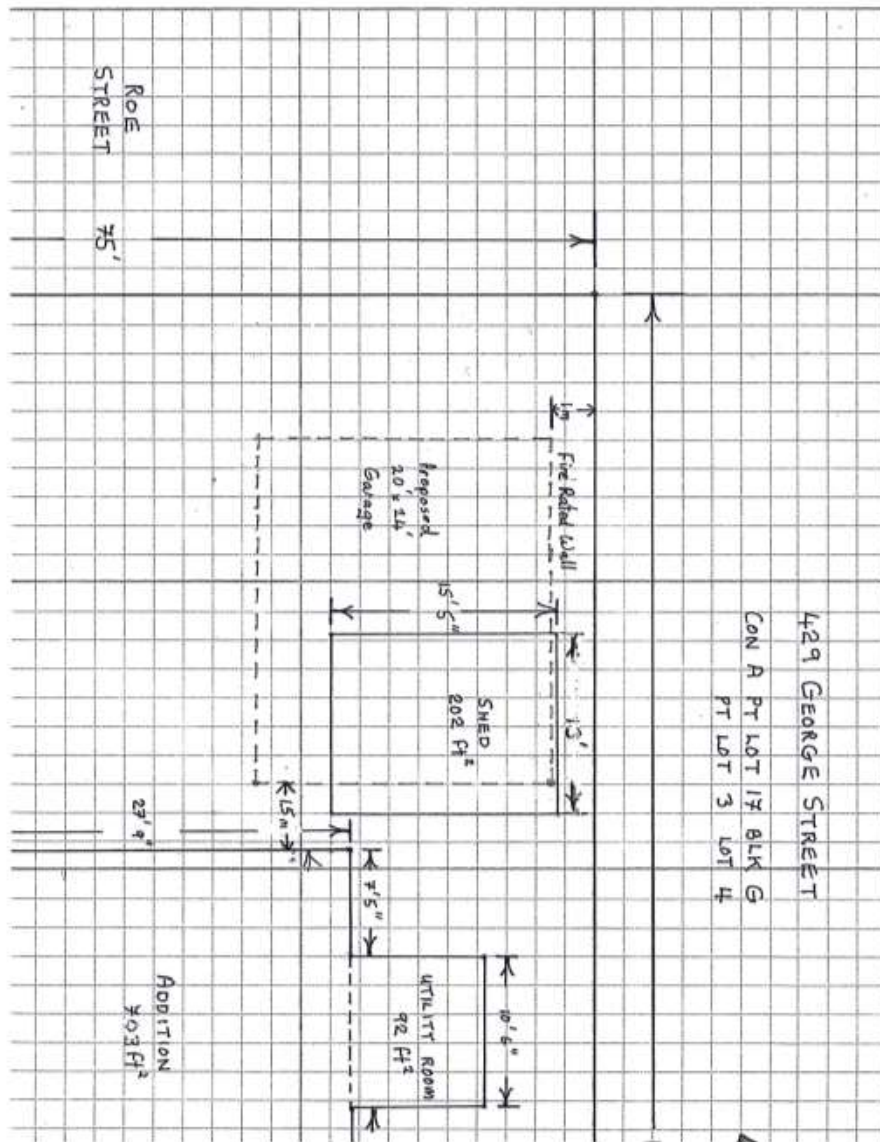


Figure 3: Site plan of new garage indicating location of existing garage, and the new one. New garage will meet Zoning By-law and OBC setback limits.

Current Conditions



Figure 4: Current garden shed



Figure 5: current garden shed

5.0 BACKGROUND

The subject property is located at 429 George Street on the north side between Alice Street and University.

Below: The subject property is shown outlined in blue. The George Street Heritage Conservation District is indicated in yellow, nearby properties designated under Part IV of the Ontario Heritage Act are shown shaded in purple. The properties shaded in pink are listed on the Municipal Heritage Register but are not formally designated.



Historical and Architectural Context

According to our property file prepared by Robert Mikel this structure is an Ontario Cottage that has had several alterations over the years, however, the alterations does not detract from the appearance of the building. The house, built prior to 1874 has a centrally located front door headed by a four paned transom light and flanked on either side by two pane sight lights. The porch contains 8 doric columns which support a pediment roof with a semi-circular window constructed of poly chromatic brick. The building is of red brick stretcher bond with yellow brick quoins. The windows are topped by yellow radiating voussoirs. There is no reference found in the background information regarding the accessory garden shed and it is assumed to be a relatively modern addition to the property.

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 George Street Heritage Conservation District Plan was adopted by By-law 045-2016 on May 24th, 2016.

The Plan contains policies and guidelines for conservation and the management of growth and change in the George Street 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 George Street Heritage Conservation District Plan that are relevant to the evaluation of the proposed scope of work.

5.0 Additions to residential buildings

This section outlines guidelines for additions to residential buildings within the District. Additions are an important aspect of building evolution. The intent of these guidelines is to ensure that additions to residential buildings do not result in the loss of heritage building fabric, are designed in a way that clearly differentiates them from the original building fabric and are compatible with the character of the District. The following guidelines apply to the construction of additions:

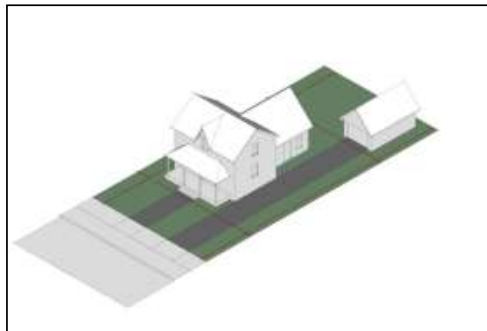
5.6 Outbuildings

Policies

- a) Outbuildings on residential property may be permitted but shall be located behind the wall plane of the front façade of the residential building.
- b) The construction of small-scale outbuildings in the rear yard (garden sheds, green houses, etc) shall be permitted
- c) Outbuildings shall not be taller than the existing residential structure on the property.

Guidelines

- d) New outbuildings should be distinct from heritage building fabric with regard to materials and detailing. Replicas of historic outbuildings are not required.



The above and left illustrations show recommended forms and setbacks for additions that are located to the rear of the building. Potential locations for new garages or ancillary structures are also depicted. A key consideration is that outbuildings are subordinate to the main structure (i.e. 3-car garages would not be an appropriate scale), and that open space is retained on the property.

Discussion

Prior to Council's adoption of the George Street 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 George Street 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 George Street HCD as the previous HCD guidelines. The George Street 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 with the applicant on an on-going basis from 2018 through the design process. During these meetings it was noted by the applicant a desire to have more space to park his vehicles.

Demolition of Garden Shed

The proposed demolition of the existing modern garden shed will not result in the loss of any built heritage fabric and appears to conform to the intent of the George Street HCD.

New Garage

The design of this new garage structure appears to be a compatible new construction on the subject property. The massing and exterior form of the new structure meets the intent of the George Street HCD for outbuildings. The new structure will be located at the rear behind the wall-plane of the existing structure, however it will front on to Roe Street. The new structure will be constructed of a mix of traditional and modern materials being wood siding, aluminum trim and asphalt shingles. The proposed garage will not be taller than the existing house. The new design does not appear to replicate heritage, and appears to be of its own modern time while having an appropriate rhythm of windows on the south elevation. It is my opinion that the proposed garage is a compatible addition to the heritage property

Planning Considerations

The proposal for the new garage appears to meet the intent of the Town of Cobourg's Comprehensive Zoning By-law 85-2003 with all required setbacks.

7.0 **FINANCIAL IMPLICATIONS/BUDGET IMPACT**

N/A

8.0 **CONCLUSION**

The proposed demolition of the existing modern garden shed and its replacement with a new 2 car garage, as illustrated in Figure 1, will not result in the loss of any heritage fabric and would not appear to detract from the existing heritage attributes of the subject property. Therefore, the proposal conforms to the George Street HCD Plan.

9.0 **AUTHORIZATION/SIGNATURES**

Rob Franklin, MCIP, RPP
Manager of Planning Services




Glenn McGlashon, MCIP, RPP
Director of Planning and Development



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



	PLANNING & DEVELOPMENT DEPARTMENT <i>MEMORANDUM</i>
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer- Municipal Clerk /Manager of Legislative Services
FROM:	Adriane Miller, Secretary
DATE:	June 13, 2019
SUBJECT:	HP-2019-033- 275 George St


The following motion was adopted at the June 12, 2019 meeting of the Cobourg Heritage Advisory Committee (CHC):

Moved by Councillor C.Richards

WHEREAS, Planning and Heritage staff has reviewed the window replacement at 275 George Street and has determined that the proposal is an appropriate remediation to this heritage property;

THEREFORE, it is recommended that Heritage Permit Application HP-2019-033 as submitted by Dan and Christina Panaitescu to permit a window replacement at 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:	June 10 th , 2019	
TITLE / SUBJECT:	Heritage Permit Application: 275 George Street. Window Replacement	
REPORT DATE:	June 7 th , 2019	File #: HP-2019-033

1.0 STRATEGIC PLAN
N/A

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 window replacement at 275 George Street and has determined that the proposal is an appropriate remediation to this heritage property;

THEREFORE, it is recommended that Heritage Permit Application HP-2019-033 as submitted by Dan and Christina Panaitescu to permit a window replacement at the subject property be approved subject to the finalization of details with Planning and Heritage staff.

4.0 ORIGIN

According to the property owner, there was an act of vandalism at the subject property in late August of 2018, which resulted in the front ground floor window being broken. The applicant covered the window opening with plywood for security. Approximately 2 months later, the plywood was replaced with a new window. The replacement window, as such, did not go through any municipal review at the time and no contact was made with Planning, Building or Heritage staff.

Upon discovering that the window had been replaced without a Heritage Permit in late November of 2018, the owner was advised in writing by Heritage staff and an application for a Heritage Permit (HP-2019-001) was received by the owner on December 14, 2018 to recognize the front window alteration at 275 George Street. Pictures are attached as Figures 2 and 3 with the specifications in Appendix A. The Heritage Permit application was denied by Council on February 4th, 2019 and the CHC recommended the owners prepare a replacement plan within a reasonable timeframe.

Subsequently, since January 2019 and in consultation with Heritage staff, the owners have been preparing a remediation plan to bring the window replacement into conformity with the policies of the George Street HCD Plan. The current Heritage Permit application is seeking to remedy the situation with a window that more accurately reflects the typology that was there before the vandalism replacement. A revised window proposal was submitted by the owners on May 24th, 2019.

The subject property is located in the George Street Heritage Conservation District designated under Part V of the *Ontario Heritage Act*, by By-law #7-2003 and by By-law #045-2016.

In accordance with *Ontario Heritage Act*, the 90-day deadline for Council to with the application is August 31st, 2019.

Proposed Scope of Work

1. Replacement of a front ground floor window
 - a. Wood window in dark grey

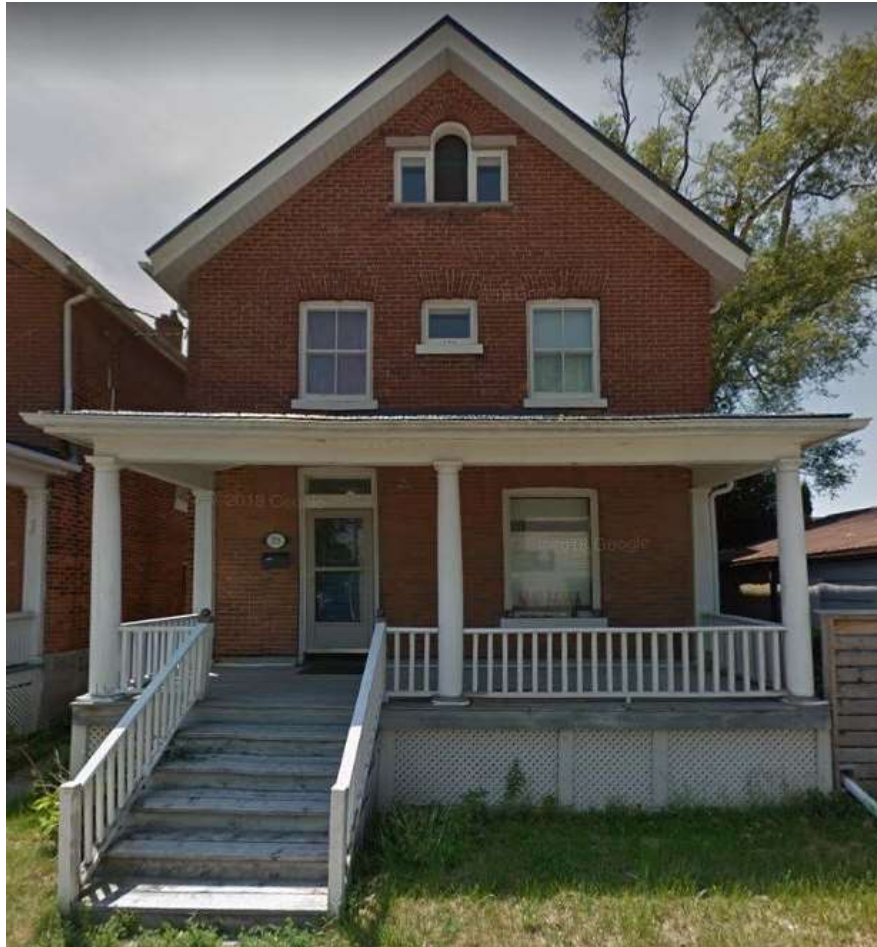


Figure 1: 275 George Street as seen from Google Streetview. Image captured in July 2018. The first ground floor window had not been altered at this point.



Figure 2: 275 George Street first floor window alteration in the Fall of 2018 as seen from George Street.



Figure 3: Fall 2018 window alteration to the first floor front window.

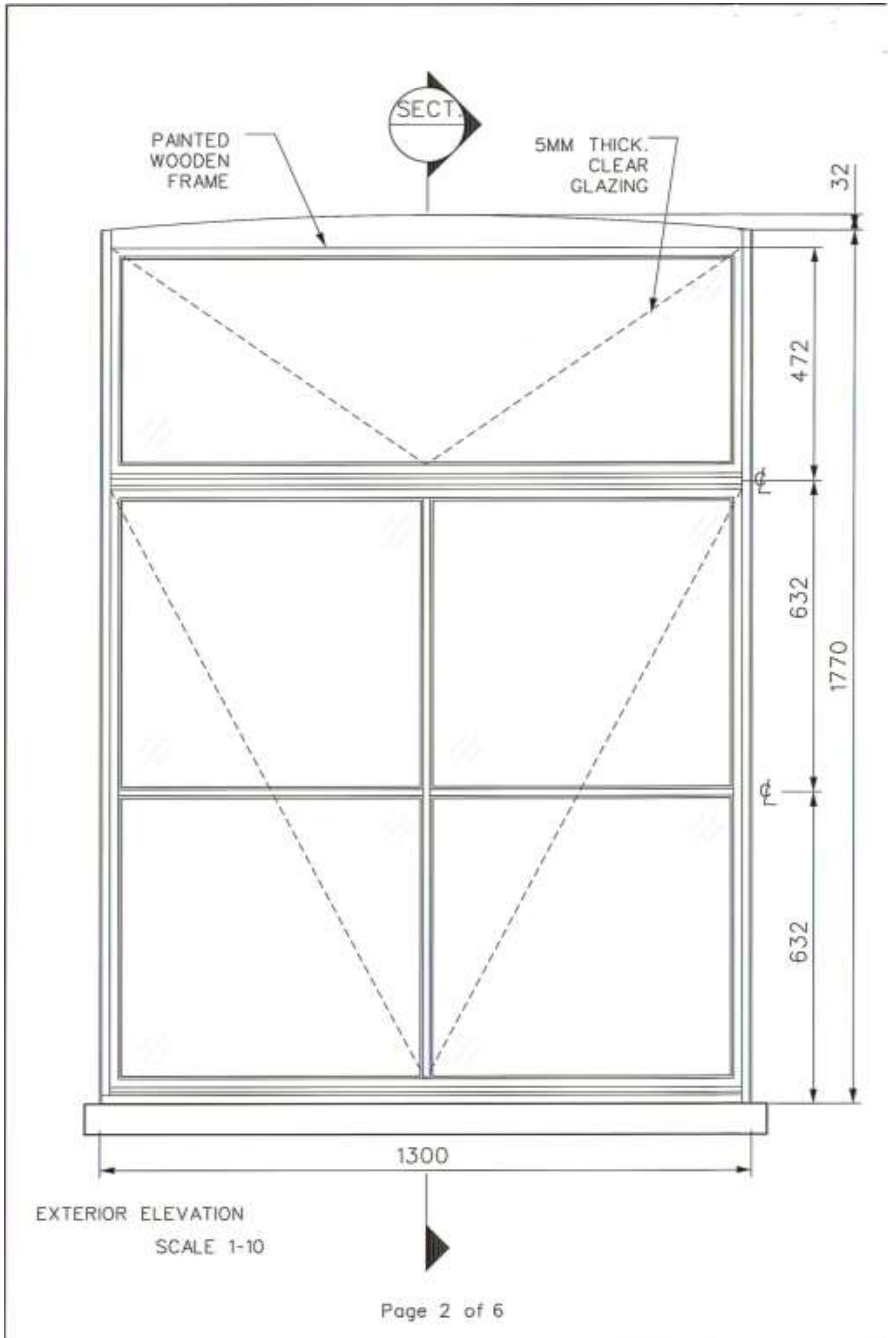


Figure 4: New wood window replacement proposal at 275 George St.

5.0 BACKGROUND

The subject property is located at 275 George Street on the west side of George Street, south of Orange Street, and is situated in the George Street Heritage Conservation District on the eastern boundary adjacent to the Commercial Core District.

Geographic Context

Below: The subject property is shown outlined in blue. The George Street HCD is indicated in yellow, the Commercial Core HCD is indicated in blue, nearby properties designated under *Part IV* of the *Ontario Heritage Act* are shown shaded in purple. 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 history and architecture of the subject property. However, a history of the property is not available based on available records.

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 George Street Heritage Conservation

District Plan which applies to the subject property was adopted by By-law 045-2016 on May 24th, 2016.

The Plan contains policies and guidelines for conservation and the management of growth and change in the George Street 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 George Street HCD Plan that are relevant to the evaluation of the proposed scope of work.

4.3 Windows

Policies

- 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 George Street 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 George Street 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 George Street HCD as the previous HCD guidelines. The George Street HCD Plan is also consistent with the 2005 changes to the Ontario Heritage Act, the 2014 Provincial Policy Statement and the Ontario Heritage Toolkit.

The applicant replaced the front ground floor window in approximately October/November of 2018 due to an act of vandalism that occurred in late

August of 2018. However, no consultation with Heritage staff took place about a replacement window and as such an enforcement letter was sent to the owner at the end of November, 2018.

Subsequently, Heritage staff met with the property owner on December 14th, 2018 and a Heritage Permit application was submitted by the owner to recognize the replacement window. Heritage Permit HP-2019-001 was denied by Cobourg Council on February 4th, 2019.

In the months following the original application, Heritage and Planning staff were in regular contact with the applicants to devise an appropriate window replacement solution, and the owners have submitted a new application and window replacement plan to the Town to rectify the non-compliance (based on the previous Heritage Permit HP-2019-001 that was denied).

Ground Floor Window

In accordance with the policies and guidelines of the George Street Heritage Conservation District Plan, new replacement windows shall be compatible with the original/historic windows in terms of material, proportions, rhythm and scale (convey same appearance and be historically and visually compatible). Reproductions of earlier windows may be utilized where historic documentation exists. If the use of the same materials and design details is not technically or economically feasible, then a compatible substitute may be considered.

Planning and Heritage staff recommended that the owner prepare an appropriate window replacement plan and submit a new Heritage Permit application within a reasonable timeframe in order to rectify the inappropriate replacement to the satisfaction of the Town. It is the opinion of Planning and Heritage staff that the owners complied with this recommendation in a reasonable timeframe with the submission of this Heritage Permit application.

The window that is proposed to be installed to rectify the current window, in my opinion, is an appropriate window for the house, considering the type of window that was damaged last year (see Figure 1) in an act of vandalism. The replacement window is similar in material and design to the original window (wood in dark grey) and does represent a compatible alteration to this heritage property. Therefore, it is my opinion that the replacement window does meet the intent of the policies and guidelines as set out in the George Street HCD Plan and therefore Planning and Heritage staff recommend approval of this Heritage Permit application.

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

It is the opinion of Heritage staff that the replacement of the front ground floor window does meet the policies and guidelines as set out in the George Street HCD Plan. Therefore, it is recommended that this Heritage Permit application be approved subject to the finalization of details with Planning and Heritage Staff.

10.0 AUTHORIZATION/SIGNATURES

Rob Franklin, RPP MCIP
Manager of Planning Services



Glenn McGlashon, RPP MCIP
Director of Planning and Development



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



Appendix A

Line #	Product Description	Room Location	Qty	Unit Price	Total Price
100-1	<p>DF 5000 Casement Left / Right 51.25 x 69.25 Plant Location = Donat Flamand(DF) Product Material = Vinyl Assembly = Complete Unit Number of Units = Less than 10 Units Model = 2 Wide Certification = Canada - NAFS 08 & 11 Frame Depth = 3 1/4" Jamb Size = 3 1/4" Exterior Options = No Brickmould Exterior Colour = Dark Buckskin Frame Width = 25.625 Frame Height = 69.25 Unit 1: Combination Operation / Venting = Left/Right Unit 1: Operation / Venting (Outside Looking In) = Left Unit 2: Combination Operation / Venting = Left/Right Unit 2: Operation / Venting (Outside Looking In) = Right Glass Breakage Warranty = Yes Glazing = Dualpane Low-E = Low-E 180 Glass Colour/Texture = Clear Glass Type = Annealed (Standard) With or Without Screen = Screen Select Screen Mesh Type = Fiberglass Mesh Handle = Std Folding Handle Hardware Finish - Interior = White Hinge Type = Standard Hinge Window Egress = Meets Canadian Egress JELD-WEN Additional Information = Check Info link Room Location = livingroom Is This a Remake = No Specific Information = WarrantyInfo = SCwarranty1.png SCwarranty2.png SCwarranty3.png Article = 1000103908 Vendor Name = JELD-WEN (DF) Vendor Number = 70001455 Catalogue Version Date = 15-02-2018 Vertical Factory 0" thick, 69.25" length Extension Jamb = None Jamb Finish = TR Extension Jamb Cut Type = Square Cut PG Rating = LC-PG30 Pressure (DP) = +1440/-1440 Pa Air & Water Ratings = A3 / 730 Pa CPD Number = Unrated</p>	livingroom	1	\$1,021.15	\$1,021.15
100-2	<p>Unanswered</p>	Unanswered	1	\$0.01	\$0.01



	PLANNING & DEVELOPMENT DEPARTMENT <i>MEMORANDUM</i>
	COBOURG HERITAGE ADVISORY COMMITTEE
TO:	Brent Larmer- Municipal Clerk /Manager of Legislative Services
FROM:	Adriane Miller, Secretary
DATE:	June 13, 2019
SUBJECT:	HP-2019-034- 77-93 Albert Street

The following motion was adopted at the June 12, 2019 meeting of the Cobourg Heritage Advisory Committee (CHC):

Moved by Councillor N. Beatty

WHEREAS, The Cobourg Heritage Advisory Committee (CHC) has reviewed the proposal to add two (2) attic (roofline) dormer windows on the north and south sides of the Governor's Mansion roof, replace three (3) existing attic louver vents on the Mansion roof with windows (all windows to match existing approved windows), and add a new roof hallway structure between the Mansion and the rear cell block at 77 Albert Street;

AND WHEREAS, The Cobourg Heritage Advisory Committee (CHC) has reviewed the conceptual design drawings for the development of new townhomes on the collective properties located at 77-93 Albert Street,


IT IS RECOMMENDED THAT Heritage Permit #HP-2019-034 as submitted by 1226577 Ontario Ltd. (John Lee/Laurel Clarry) to add two (2) attic (roofline) dormer windows on the north and south sides of the Governor's Mansion roof, replace three (3) existing attic louver vents on the Mansion roof with windows (all windows to match existing approved windows), and add a new roof hallway structure between the Mansion and the rear cell block at 77 Albert Street, and to construct new townhouses on the collective properties known as 77-93 Albert Street be approved, subject to the following conditions:

- a) That the precise design and material specifications of the new dormers, windows, roofline, and other related architectural features proposed under this application for the original Governor's Mansion and cell block building at 77 Albert Street shall subject to the finalization of details and approval of Building, Planning and Heritage staff and be brought back to the CHC for review and approval. In particular, the proposal shall have reference to the character and design of the existing heritage structure;
- b) That the heritage approval for the Heritage Harbour townhouses is based on the conceptual elevation drawings submitted with the application and based only on a 'high level' evaluation of the proposal by heritage planning staff. In accordance with the Town

of Cobourg's Official Plan (Section 8.3.1.vii), a Cultural Heritage Impact Assessment (CHIA) shall be required at the time that an application for Site Plan Approval is submitted for Heritage Harbour townhouses. This CHIA shall be undertaken by a qualified heritage architect or consultant (with CAHP credentials or equivalent) and shall demonstrate, to the satisfaction and approval of the Town of Cobourg, and be brought back to the CHC for review and approval, that the proposed new development will not adversely impact the heritage significance of the subject properties, adjacent heritage properties and the area in which the subject properties are located (Commercial Core HCD).

- c) Should the design of the proposed Heritage Harbour townhouse development change significantly prior to final Site Plan Approval by the Town of Cobourg, an amendment to the approved Heritage Permit, or a new Heritage Permit application, will be required.
- d) The applicant/owners shall obtain all necessary permits and approvals prior to undertaking any work;
- e) In accordance with the Town of Cobourg's Heritage Permit By-law #97-2009, the scope of work that is the subject of this Heritage Permit approval must seriously commence within six months of the issuance of this heritage permit, must not be substantially suspended or discontinued for a period of more than one year, and must be completed within two years from the date of final heritage permit approval. Council or the Director may revoke a permit under this By-law:
 - i) if it was issued on mistaken, faulty or incorrect information;
 - ii) if, after six months after its issuance, the alteration, construction or demolition in respect of which it was issued has not, in the opinion of Council or the Director been seriously commenced;
 - iii) if the alteration, construction or demolition of the building is, in the opinion of Council or the Director substantially suspended or discontinued for a period of more than one year;
 - iv) if it was issued in error; or
 - v) if the holder of the permit requests in writing that the permit be revoked.

CARRIED

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Cobourg Heritage Advisory Committee	
FROM: TITLE:	David Johnson Planner I - Heritage	
DATE OF MEETING:	June 12, 2019	
TITLE / SUBJECT:	Heritage Permit Application: 77-93 Albert St. (The King George Inn) Alterations to existing heritage Mansion/Cell Block, and Heritage Harbour townhouse concept	
REPORT DATE:	June 7 th , 2019	File #: HP-2019-034

1.0 **STRATEGIC PLAN**

N/A

2.0 **RECOMMENDATION**

WHEREAS, The Cobourg Heritage Advisory Committee (CHC) has reviewed the proposal to add two (2) attic (roofline) dormer windows on the north and south sides of the Governor's Mansion roof, replace three (3) existing attic louver vents on the Mansion roof with windows (all windows to match existing approved windows), and add a new roof hallway structure between the Mansion and the rear cell block at 77 Albert Street;

AND WHEREAS, The Cobourg Heritage Advisory Committee (CHC) has reviewed the conceptual design drawings for the development of new townhomes on the collective properties located at 77-93 Albert Street,

IT IS RECOMMENDED THAT Heritage Permit #HP-2019-034 as submitted by 1226577 Ontario Ltd. (John Lee/Laurel Clarry) to add two (2) attic (roofline) dormer windows on the north and south sides of the Governor's Mansion roof, replace three (3) existing attic louver vents on the Mansion roof with windows (all windows to match existing approved windows), and add a new roof hallway structure between the Mansion and the rear cell block at 77 Albert Street, and to construct new townhouses on the collective properties known as 77-93 Albert Street be approved, subject to the following conditions:

- a) That the precise design and material specifications of the new dormers, windows, roofline, and other related architectural features proposed under this application for the original Governor's Mansion and cell block building at 77 Albert Street shall be subject to the finalization of details and approval of Building, Planning and Heritage staff. In particular, the proposal shall have reference to the character and design of the existing heritage structure;
- b) That the heritage approval for the Heritage Harbour townhouses is based on the conceptual elevation drawings submitted with the application and based only on a 'high level' evaluation of the proposal by heritage planning staff. In accordance with the Town of Cobourg's Official Plan (Section 8.3.1.vii), a Cultural Heritage Impact Assessment (CHIA) shall be required at the time that an application for Site Plan Approval is submitted for Heritage Harbour townhouses. This CHIA shall be undertaken by a qualified heritage architect or consultant (with CAHP credentials or equivalent) and shall demonstrate, to the satisfaction and approval of the Town of Cobourg, that the proposed new development will not adversely impact the heritage significance of the subject properties, adjacent heritage properties and the area in which the subject properties are located (Commercial Core HCD).
- c) Should the design of the proposed Heritage Harbour townhouse development change significantly prior to final Site Plan Approval by the Town of Cobourg, an amendment to the approved Heritage Permit, or a new Heritage Permit application, will be required.
- d) The applicant/owners shall obtain all necessary permits and approvals prior to undertaking any work;
- e) In accordance with the Town of Cobourg's Heritage Permit By-law #97-2009, the scope of work that is the subject of this Heritage Permit approval must seriously commence within six months of the issuance of this heritage permit, must not be substantially suspended or discontinued for a period of more than one year, and must be completed within two years from the date of final heritage permit approval. Council or the Director may revoke a permit under this By-law:
 - i) if it was issued on mistaken, faulty or incorrect information;
 - ii) if, after six months after its issuance, the alteration, construction or demolition in respect of which it was issued has not, in the opinion of Council or the Director been seriously commenced;
 - iii) if the alteration, construction or demolition of the building is, in the opinion of Council or the Director substantially suspended or discontinued for a period of more than one year;

- iv) if it was issued in error; or
- v) if the holder of the permit requests in writing that the permit be revoked.

3.0 **ORIGIN**

In 2010, a Heritage Permit application (HP 05/10) was approved by Council, as recommended by the Cobourg Heritage Advisory Committee, to permit the addition of dormers to the original heritage structure, to remove the existing garage, and to develop new townhouses within the jail walls for the property located at 77-93 Albert Street. As per the Town of Cobourg's Heritage Permit By-law 097-2009, a Heritage Permit is valid for a period of two years from the date of final approval. As the previous Heritage Permit was approved by Council on March 29th, 2010, and as the development to which the Heritage Permit pertained had not been initiated, the Heritage Permit expired.

When the owners of the subject properties inquired with the Building and Planning Department, planning staff indicated that a new Heritage Permit application would be required prior to proceeding with any new or further development applications or alterations to the subject properties.

Subsequently, an application for a Heritage Permit (HP-2016-026) was received on May 10th, 2016 from Patrick Bonneville on behalf of 1226577 Ontario Ltd. to undertake the following changes to the properties located at 77-93 Albert Street:

1. Construction of townhouse units on the subject property
2. Replacement of vinyl windows of historic jail with new vinyl windows

The Heritage Permit application was considered by the Cobourg Heritage Advisory Committee at the June 1, 2016 meeting. Mr. Patrick Bonneville, the applicant, and Ms. Laurel Clarry, a representative of the owner, were in attendance at this meeting. A copy of the staff report including the recommendation of heritage planning staff was provided to the applicant in advance of the meeting, as is the practice when the CHC is considering an application for a Heritage Permit. The following motion was adopted by the Cobourg Heritage Advisory Committee at the June 1, 2016 meeting:

"WHEREAS, The Cobourg Heritage Advisory Committee (CHC) has reviewed the conceptual design for the development of new townhomes on the properties located at 77-93 Albert Street,

IT IS RECOMMENDED THAT Heritage Permit #HP-2016-026 as submitted by Patrick Bonneville on behalf of 1226577 Ontario Ltd. (John Lee/Laurel Clarry) to replace the non-historic windows of the former jail located at 77 Albert Street to match the windows of the new townhouses, and to construct new townhouses

on the subject properties of 77-93 Albert Street be approved, subject to the following conditions:

a) *That this approval is based solely on conceptual elevation drawings submitted with the application and is based on a 'high level' evaluation of the proposal by heritage planning staff. In accordance with the Town of Cobourg's Official Plan (Section 8.3.1.vii), a Cultural Heritage Impact Assessment (CHIA) shall be required at the time that an application for Site Plan Approval is submitted. This CHIA shall be undertaken by a qualified heritage architect or consultant (with CAHP credentials or equivalent) and shall demonstrate, to the satisfaction and approval of the Town of Cobourg, that the proposed new development will not adversely impact the heritage significance of the subject properties, adjacent heritage properties and the area in which the subject properties are located (Commercial Core HCD).*

b) *That the precise design and material specifications of the new windows, doors, roofline, dormers and other architectural features of the proposed townhouse development shall be subject to the finalization of details and approval of the Town of Cobourg through an application for Site Plan Approval. In particular, the proposed roofline and dormers shall have reference to the dormers and roofline of the existing heritage structure;*

c) *Should the design of the proposed townhouse development change significantly prior to final Site Plan Approval, an amendment to the approved Heritage Permit, or a new Heritage Permit application, will be required.*

d) *That the only alteration to the original historic jail at 77 Albert St. that is included in the scope of work under this heritage permit is the replacement of the existing non-historic windows to match the windows of the new townhouses to be constructed on the subject property, and is subject to the finalization of details and approval of the Town of Cobourg through an application for Site Plan Approval;*

e) *The applicant/owners shall obtain all necessary permits and approvals prior to undertaking any work;*

f) *In accordance with the Town of Cobourg's Heritage Permit By-law #97-2009, the scope of work that is the subject of this Heritage Permit approval must seriously commence within six months of the issuance of this heritage permit, must not be substantially suspended or discontinued for a period of more than one year, and must be completed within two years from the date of final heritage permit approval. Council or the Director may revoke a permit under this By-law:*

i) *if it was issued on mistaken, faulty or incorrect information;*

- ii) if, after six months after its issuance, the alteration, construction or demolition in respect of which it was issued has not, in the opinion of Council or the Director been seriously commenced;
- iii) if the alteration, construction or demolition of the building is, in the opinion of Council or the Director substantially suspended or discontinued for a period of more than one year;
- iv) if it was issued in error; or
- v) if the holder of the permit requests in writing that the permit be revoked.”

The Heritage Permit, accompanied by the staff report and the motion carried by the CHC, was considered by the Committee of the Whole at the June 13th, 2016 meeting, where the following motion was carried:

“THAT Council endorse the recommendation of the Cobourg Heritage Committee and grant a Heritage Permit (#HP-2016-026) as submitted by Patrick Bonneville on behalf of 126577 Ontario Ltd. (John Lee/Laurel Clarry) to replace the non-historic windows of the former jail located at 77 Albert Street, Cobourg to match the windows of the new townhouses, and to construct new townhouses on the subject properties of 77-93 Albert Street, Cobourg subject to conditions as listed in the motion and staff report.”

The motion to approve the Heritage Permit was subsequently ratified by Council at the June 20th, 2016 meeting. This Heritage Permit eventually expired in June of 2018.

On September 6, 2017, an application for a Heritage Permit (HP-2017-035) was received from Patrick Bonneville on behalf of 1226577 Ontario Ltd. to undertake the following changes to the properties located at 77-93 Albert Street:

- a) The replacement of the existing vinyl window sashes with new vinyl window sashes on the former heritage jail building

The Heritage Permit application was considered by the Cobourg Heritage Advisory Committee at the September 20, 2017 meeting. A copy of the staff report including the recommendation of heritage planning staff was provided to the applicant in advance of the meeting, as is the practice when the CHC is considering an application for a Heritage Permit. The following motion was adopted by the Cobourg Heritage Advisory Committee at the September 20th, 2017 meeting:

IT IS RECOMMENDED THAT Heritage Permit #HP-2017-035 as submitted by Patrick Bonneville on behalf of 1226577 Ontario Ltd. to replace the existing non-historic vinyl windows of the former jail located at 77 Albert St with, new vinyl windows as no changes to the fenestration, existing opening, or wood window frames be approved, subject to the finalization of details with staff.

The motion to approve the Heritage Permit was ratified by Council at the October 10th, 2017 meeting.

Most recently, an application for a Heritage Permit was received on May 31st, 2019 from 1225677 Ontario Ltd. (c/o John Lee/Laurel Clarry) for the addition of two (2) upper floor dormer windows, the replacement of three (3) louver vents with windows, the addition of a hallway attic/roof connection between the front Governor's Mansion (the "Mansion") and the rear cell block sections of the original heritage structure on 77 Albert Street, as well as provide an updated heritage approval of the general concept for the Heritage Harbour condominium townhouses (without false dormers).

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

In accordance with the *Ontario Heritage Act*, the 90-day deadline for Council to deal with the application is August 29, 2019

4. **BACKGROUND**

0 **Geographic Context**

The subject properties are located at the southwest corner of Albert Street and Third Street. The property known as 77-93 Albert Street is home to the historic jail (The King George Inn), and includes two (2) additional properties fronting onto Albert Street.

Below: The subject properties, outlined in red, are shown in the context of the Commercial Core Heritage Conservation District (shaded in blue). The nearby East HCD is shown in green, the West HCD is shown in orange and the George Street HCD is shown in yellow. Properties shown shaded in pink are non-designated, but are listed on Cobourg's Heritage Register as being of cultural heritage value and interest. Properties shown shaded in purple have been designated individually under Part IV of the Ontario Heritage Act.





Above: The subject properties, outlined in red, are shown in relation to downtown Cobourg. Note their proximity to King Street, Victoria Hall, the Firehall Theatre and the Market Building.

Below: The subject properties, outlined in red, are shown in relation to Cobourg's waterfront. Note their proximity to Rotary Park, the Esplanade, the Marina and Yacht Club. Also note the residential developments immediately south of the subject properties.





Above: The existing buildings on the subject properties (outlined in red) are shown.

Historical Context

77 Albert Street (historic jail)

The history of the jail in Cobourg goes back to the mid-to late 1800s, when Cobourg was prospering and growing rapidly and was among the largest municipalities in the United Counties of Northumberland and Durham. Consequently, a House of Refuge was opened at the corner of Elgin and Burnham Streets, and housed not only criminals but also homeless people, and those with mental illness.

In 1906, a decision was made to relocate the jail to a larger and more appropriate facility to serve the county. Under the authority of the province, the United Counties of Northumberland and Durham purchased 77 Albert Street in Cobourg from the McCutcheon family and built a 22-cell jail. The turn-of-the-century mansion on the property became the governor's house, and the cell block and exercise yard were built in behind. At its peak, the jail held over 100 inmates, and it was expanded over the years to include additional cells and offices as well as a 17 foot concrete wall surrounding the yard. In 1998 the jail was closed and the building was auctioned off. It has most recently been used as The King George Inn and a tavern/pub restaurant.



Above: This postcard, possibly ca. 1910, shows the historic jail at 77 Albert St., as seen from Albert Street looking south.



Above: The subject property at 77 Albert St. (circled in red) in the context of the industrial neighbourhood of Cobourg's waterfront in the 1950s.

87 Albert Street



This symmetrical 1 ½ storey rectangular house is presently clad with vinyl siding, though it was formerly stuccoed. A small casement window that was formerly present above the front door has been covered. Two-over-two double hung windows flank the front entrance, and two dormers face Albert Street. The house was likely constructed in the 1870s, though a precise date is not available.

93 Albert Street



The red brick Ontario Cottage has a large central gable with a semi-circular window above the front door. The wide front entrance facing Albert Street includes sidelights and a transom. A soldier course of brick is present above all three front windows and the entrance. There is a one storey addition at the rear of the house. Constructed shortly after 1867 by Hugh Gordon as a rental unit, this house was once inhabited by the postmaster William Sykes, his wife, four children (and two dogs).

5.0 **ANALYSIS**

Town of Cobourg's Heritage Master Plan was recently 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 Part V Districts were reviewed and District Plans prepared. The Commercial Core Heritage Conservation District Plan was adopted by By-law 042-2016 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.

Commercial Core Heritage Conservation District Plan

Part I – HCD Framework

2.0 District Significance, Heritage Attributes and Objectives

2.4 Goals and objectives of designation

2.4.2 Conservation objectives

e) To accommodate new development only where it respects or otherwise complements the prevailing low profile (two to three storey) and heritage character of existing buildings and structures within the District and does not adversely affect the cultural heritage character of the District.

Part II – Guidelines for managing change

5.0 Additions to Commercial Buildings

This section outlines policies and guidelines for additions to commercial-form buildings within the District. Additions are an important aspect of building evolution. A key objective to be achieved in the design of an addition is to ensure that new construction does not involve the loss of important heritage building fabric. New additions shall also be constructed in a way that clearly differentiates them from the original building. The following policies and guidelines apply to the construction of additions:

5.1 Location, height and width of additions

Policies

- a) Exterior additions shall be located at the rear of the building. Rear additions not visible from the public realm may be the same height or less than the height of the original building.*

5.2 Relation to street

Policies

- a) *Additions to commercial buildings on corner lots shall address both streets with appropriate materials, glazing, entrances and other architectural features to ensure continuity with street front façade design and to avoid the construction of large blank walls.*
- b) *Additions to the side of commercial properties should have the same setback as the original building in order to retain the consistent setbacks of the commercial street wall.*

5.3 Windows and Entrances

Policy

- a) *Windows and entrances on additions shall be constructed with materials that are compatible with the historic structure. Contemporary design and materials may be used.*

Guidelines

- b) *Where new entrances or exterior staircases are required for additions, they should be installed on secondary elevations or at the rear of the building.*

5.4 Exterior Cladding

Policy

- a) *Exterior cladding on additions to commercial buildings shall be compatible with the cladding material of the original structure, but should be a different and distinct material from the original building in order to be distinguishable as a later addition. Additions replicating the original cladding material are discouraged.*

6.0 Alterations and additions to residential buildings

The Commercial Core Heritage Conservation District consists primarily of commercial buildings, but does contain some residential structures, particularly located at the edge of the District and on Swayne Street, Albert Street and Covert Street. The intent of policies and guidelines for residential properties is to allow for alterations, repairs and upgrading to residential properties in a manner that respects the form and integrity of the heritage attributes and building fabric. The following policies and guidelines relate to residential properties within the District:

Policies

- b) *Exterior additions shall be limited in size and scale to be compatible with the existing building.*
- c) *Multi-storey additions shall be set back from the existing front wall plane.*
- d) *New construction should reflect the predominant roof types portrayed in the District: front gable, hipped and side gable with moderate pitches.*
- e) *The height of ridgelines of additions shall be lower than the heritage*

building.

f) Additions shall not overpower the heritage building in height and mass.

Guidelines

g) Additions to structures with symmetrical façades should avoid creating imbalance and asymmetrical arrangements in building form.

h) Care should be taken to retain mature trees on the lot and reduce the effects on mature trees on neighbouring properties.

8.0 Infill development

There may be locations within the Commercial Core 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 Commercial Core 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.

8.1 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 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 construction. Where a dominant or consistent roof 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 shapes, orientation and composition found within the District.*

- 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 (10.7) shall also apply to the consideration of infill development proposals.*

Discussion

Prior to Council's adoption of the Commercial Core Heritage Conservation District (HCD) Plan, 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 new Commercial Core 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 downtown 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.

While two of the three subject properties are residential, the property located at 77 Albert Street is more difficult to classify. Originally it was a residence that was converted to an institutional building in 1906. However, despite this conversion and the addition of high concrete block jail compound walls, the exterior form of the building did not undergo a significant loss of its residential character. Presently the building has a commercial function, being home to an inn and restaurant. The architectural characteristics of the building as it presently exists at 77 Albert Street reflect its various residential, institutional and commercial uses over time.

The subject properties are located on a significant corner lot location in Cobourg's downtown area and near Victoria Hall, a provincially and nationally-recognized heritage resource, and the waterfront area. The properties' location places them amongst residential and commercial properties, as well as in proximity to significant public uses and institutional buildings. The site lies within the study area for the Downtown Vitalization Community Improvement Plan (CIP) and the Downtown Master Plan.

Upper floor (attic) dormer and windows

The proposal by the applicant for the subject property is to add two upper floor (attic) dormer windows in the "Mansion" (one in the north-facing roof, one in south-facing roof) for the purpose of expanding the Inn by a further six (6)

rooms. The applicant also proposes to convert three (3) roof ventilation openings to windows in a similar design and material composition as approved on the original heritage structure. These alterations appear to be relatively minor and should not detract from the heritage attributes of the Mansion, subject to the finalization of details with municipal staff.

Hallway roof connection between Mansion and rear cell block

The applicant's proposal includes the construction of a roof between the historic front Mansion and the rear cell block in order to facilitate an upper hallway connection between the two distinct sections of building and to comply with the Ontario Building Code (refer to North View rendering attached). Based on the elevation rendering, it appears that the roof hallway connection is a modest addition in keeping with the overall roof appearance, subject to the finalization of details with municipal staff.

Heritage Harbour townhouses

The preliminary conceptual renderings for the proposed Heritage Harbour townhouse development (see Attachments) illustrate that the townhouse units will utilize the existing jail compound walls as part of the exterior of the dwelling units, with the units themselves "filling in" the former jail compound. Generally, the conceptual elevations appear to be consistent with the conservation standards outlined in Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada*, the *Town of Cobourg's Heritage Conservation District Guidelines*, and the Town of Cobourg's Commercial Core HCD Plan. The proposed new construction appears to be clearly differentiated from the original historic jail. The owners have recently indicated to staff that the false dormers of the new townhouses are no longer part of the proposal.

Because the renderings presented are conceptual and illustrative, the finer details of architectural features of the new townhouses, as well as massing, height, scale, setbacks, landscaping, site design and conformity with zoning regulations and engineering standards, must be confirmed through detailed architectural design and site plan submissions, including the submission of a Cultural Heritage Impact Assessment (CHIA), in accordance with the policies of the Official Plan. The final design must demonstrate that the proposed alterations are compatible with the existing historical structures on-site and the significant cultural heritage attributes of the Commercial Core HCD, particularly Victoria Hall.

In the absence of available detailed site plans or elevation drawings, or the CHIA, it is not possible to comprehensively evaluate the full nature or impact of the proposed development on existing cultural heritage resources. On a high level, preliminary perspective, and subject to the aforementioned information, however, it is my opinion that the applicant's proposal is in general conformity

with the goals and objectives of the Commercial Core Heritage Conservation District Plan.

There appears to be no plans to remove or significantly alter the two historic residences located at 87 and 93 Albert Street.

6.0 **CONCLUSION**

The proposal to add two (2) upper floor dormer windows, replace three (3) existing louver vents with windows, add a hallway attic/roof connection between the front Governor's Mansion and the rear cell block sections of the original heritage structure on 77 Albert Street, and provide an updated heritage approval of the general concept for the Heritage Harbour condominium townhouses (without false dormers) at 77-93 Albert Street appears, in principle, to be consistent with the conservation goals and objectives of the Commercial Core Heritage Conservation District. However, the full nature and impact of the proposed Heritage Harbour townhouse development cannot be fully evaluated until a detailed site plan application and Cultural Heritage Impact Assessment (CHIA) are received. Thus, it is recommended that the Heritage Permit be approved subject to the finalization and approval of details by the Town through the submission of further details and municipal approvals.

7.0 **ATTACHMENTS**

Conceptual elevation drawings (4)

Approved By:

Department:


Rob Franklin

Planning




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



 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:	June 24, 2019	
TITLE / SUBJECT:	Metrolinx 2019-2024 Multi-Year Governance Agreement	
REPORT DATE:	May 30, 2019	File #:

1.0 STRATEGIC PLAN
N/A

2.0 PUBLIC ENGAGEMENT
N/A

3.0 RECOMMENDATION
 THAT the Town of Cobourg enter into a Multi-Year Governance Agreement for Joint Transit Procurements with Metrolinx from 2019-2024, for the purpose of purchasing transit vehicles, equipment, technologies facilitated by Metrolinx. FURTHER, that Council appoint the Director of Public Works and the Engineering and Public Transit Administrator as the Member and the Alternate Member to vote on the Steering Committee in the procurement process.

4.0 ORIGIN
 The Town has been a member of Metrolinx since 2008 when Cobourg purchased two (2) 30'El Dorado buses. Since there was no need to purchase another 30' transit bus, the Town of Cobourg did not renew the agreement in 2012. In 2016, the Town of Cobourg once again signed an agreement to take advantage of cost savings as well to have the advantage of Metrolinx facilitating the acquisition process for transit bus procurement. Cobourg purchased a 30' Vicinity bus in 2016 and was delivered early 2018. This agreement has since expired, and is required to be renewed to participate in future transit procurements.

5.0 BACKGROUND

Metrolinx's Transit Procurement Initiative (TPI) has become one of North America's most innovative transit procurement programs. TPI has worked with 46 transit agencies across Ontario at various times since the program began in 2006. TPI also prepares the Purchase Agreement. Although bottom line savings are a major objective, Transit Procurement Initiative (TPI) provides a number of value-added services 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.

6.0 ANALYSIS

Purchasing new buses through 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.

The Town is due to replace two (2) of the 30' buses in 2022 and was due to replace the back-up Wheels bus in 2014. Having this agreement in place with expedite the purchasing procedure in case funding becomes available.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

There is no participation fee.

8.0 CONCLUSION

THAT the Town of Cobourg enter into a Multi-Year Governance Agreement for Joint Transit Procurements with Metrolinx from 2019-2024, for the purpose of purchasing transit vehicles, equipment, technologies facilitated by Metrolinx. FURTHER, that Council appoint the Director of Public Works and the Engineering and Public Transit Administrator as the Member and the Alternate Member to vote on the Steering Committee in the procurement process.

9.0 POLICIES AFFECTING THE PROPOSAL

Purchasing Policy.

11.0 ATTACHMENTS

Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx, 2019-2024

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Laurie Wills, Deputy Director of Public Works
Stephen Peacock, Chief Administrative Officer
Brent Lamm, Municipal Clerk

Department:

Public Works
CAO
Clerk

EXECUTION VERSION

MULTI-YEAR GOVERNANCE AGREEMENT
FOR JOINT TRANSIT PROCUREMENTS FACILITATED BY METROLINX, 2019-2024

April 1, 2019

- 2 -

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**MULTI-YEAR GOVERNANCE AGREEMENT FOR JOINT TRANSIT
PROCUREMENTS FACILITATED BY METROLINX**

THIS AGREEMENT is made as of April 1, 2019 (the “Effective Date”),

BETWEEN: **METROLINX;**

AND: such **PURCHASERS** as may be added from time to time in accordance with the **Agreement**.

WHEREAS Metrolinx has a mandate to act as the central procurement agency for local transit **systems** across Ontario;

AND WHEREAS Metrolinx has worked with the transit service providers of various Ontario municipalities to facilitate joint procurements of transit system vehicles, equipment, technology, facilities and related supplies and services;

AND WHEREAS Metrolinx and the parties that are added to this Agreement from time to time (each, a “Party” and collectively, the “Parties”) recognize the value of the joint procurement process in consolidating transit needs to achieve economies of scale, collaboration, and reducing time and costs **associated** with the public procurement process by standardizing the Procurement Documents, thereby allowing transit **systems** to focus on core competencies; making it more convenient for Ontarians to access transit **services** in their communities, connect with other transit systems, and travel across the province of Ontario;

AND WHEREAS the previous multi-year governance agreement governing the joint **procurement** process expired on December 1, 2018 (the “Former Governance Agreement”);

AND WHEREAS the Parties now wish to enter into a Multi-Year Governance Agreement to govern the various joint procurements to be facilitated by Metrolinx during the five year period beginning April 1, 2019 and ending March 31, 2024, with an option to renew until March 31, 2029.

NOW THEREFORE in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both Parties, the Parties hereby covenant and agree with each other as follows:

**SECTION 1
INTERPRETATION**

1.1 Definitions

In this Agreement, unless the context otherwise requires, each capitalized term shall have the meaning attributed thereto in Schedule A.

1.2 Schedules and Order of Priority

The following are the schedules attached to and forming part of this Agreement:

Schedule	Descriptions of Schedules
A	Definitions
B	Communications Policy
C	Sample Terms of Reference
D	Purchaser Information
E	Sample Council/Board/Commission By-Law/Resolution
F	Confirmation Agreement

In the event of any conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall take precedence over the Schedules.

1.3 Entire Agreement

This Agreement shall constitute the entire Agreement and understanding between the Parties relating to the matters dealt with and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied, existing between the Parties at the Effective Date with respect to the subject of this Agreement. None of the Parties shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement or as mandated by federal or provincial law.

1.4 Governing Laws and Agreement

This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, which shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. Provided that the context allows, the remaining provisions shall be interpreted in the same way as they would have been had the severance not taken place.

1.6 No Partnership, Joint Venture or Corporation

The execution of this Agreement and the other arrangements with respect to the joint Procurements are not intended to create, and shall not be treated as having created, a general or limited partnership, joint venture, or corporation. No Party shall be liable for the acts, either of omission or commission, of any other Party to this Agreement.

1.7 Members of Council, Officers, Agents, etc.

Each Purchaser and its members of commissions, council, directors, officers, agents, contractors and employees are not, nor are they deemed to be, officers, agents, employees or officials of Metrolinx.

1.8 No Fiduciary Duties

Metrolinx shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Purchasers or any other person, or any other obligation other than as specifically stated in this Agreement.

1.9 Number and Gender

In this Agreement words in the singular include the plural and vice-versa and words in one gender include all genders.

SECTION 2
PRINCIPLES OF JOINT PROCUREMENTS

2.1 Key Principles

This Agreement shall be guided by the following key principles:

- (a) Metrolinx shall comply with any Procurement Policies which it is required to follow when issuing any joint Procurement whereby proposals will be evaluated.
- (b) Metrolinx will facilitate the joint Procurement of certain transit system vehicles, equipment, technology, facilities and related supplies and services on behalf of the Purchasers.
- (c) Metrolinx shall work with a Steering Committee in undertaking each joint Procurement and shall prepare, in consultation with such Steering Committee, Terms of Reference setting out the specific terms applicable to the Procurement, substantially in the form attached hereto as Schedule C (Sample Terms of Reference);

- (d) The Terms of Reference shall be acknowledged in writing by the Steering Committee members representing those Purchasers that intend to participate in the particular Procurement, and shall form the basis for the draft Master Agreement to be included in the Procurement Documents for that Procurement;
- (e) Participation by Purchasers in any joint Procurement is voluntary up to the end of the Cooling Period following the Steering Committee's recommendations that Metrolinx enter into a Master Agreement with the successful Proponent, pursuant to Section 4.8 (*Award of a Master Agreement*).
- (f) Ownership of any Goods and/or Services to be procured and legal obligations related to any joint Procurement shall reside exclusively with the respective Purchasers, each of whom shall enter into a separate Purchase Agreement with the successful Proponent.
- (g) The term of any Master Agreement, including any additional option years exercisable at the discretion of the Purchasers ("**Option Years**"), if applicable, shall be determined by the Parties and set out in the Terms of Reference, the Master Agreement and the Purchase Agreements for the particular Procurement.
- (h) Subject to Section 4.2 (*Procurement Process*), the decision on whether or not to exercise the right to extend a Master Agreement for any Option Years, and to the extent any Option Year is exercised, the quantity of Goods and/or Services to be purchased, rests exclusively with each of the respective Purchasers.
- (i) Purchasers may be required to pay a participation fee in order to participate as a Purchaser in certain joint Procurements (the "**Participation Fee**"). The details of any applicable Participation Fee, including the payment process, shall be set out in advance in the Terms of Reference, the Master Agreement and the Purchase Agreement, as applicable, for the particular Procurement. Metrolinx's policy with respect to Participation Fees is subject to change at Metrolinx's sole discretion.
- (j) Metrolinx and the Purchasers will cooperate fully on all aspects of the joint Procurements including timely sharing of information and on-going two-way communication to promote informed decision making and budgeting.

SECTION 3 **STEERING COMMITTEES**

3.1 Steering Committee Membership

For each Procurement intended to be issued by Metrolinx pursuant to Section 3.5 (*Decisions of a Steering Committee*), there shall be a committee (the "**Steering Committee**") comprised of one representative from Metrolinx (the "**Metrolinx Member**") and one representative from each other Purchaser that intends to participate in that Procurement and has acknowledged the Terms of Reference as described in Section 2.1(d). For greater certainty, each Participating Metrolinx Division shall be considered a separate Purchaser and entitled to appoint its own representative. For each Steering Committee, Metrolinx and each Purchaser may also appoint one Alternate Member, who can act on the Member's behalf in the Member's absence at Steering Committee meetings.

3.2 Council By-Law, Resolution

The appointment of the Member and the Alternate Member by a Purchaser shall be confirmed by a by-law or resolution of the municipal council, commission, board of directors, or other governing body (as applicable) in a form consistent with Schedule E (Sample Council/Board/Commission By-Law/Resolution). The appointments shall refer to positions rather than specific individuals.

3.3 Votes

Each Purchaser participating in a Procurement shall, through their Member, have one vote on the Steering Committee for that particular Procurement. Consistent with its role as facilitator, the Metrolinx Member shall have no vote on any Steering Committee. For greater certainty, each Participating Metrolinx Division Member shall have its own vote.

3.4 Quorum

Unless otherwise provided in this Agreement, a quorum for the transaction of business at any meeting of a Steering Committee shall consist of at least two-thirds (2/3) of the total number of the Steering Committee Members eligible to vote. Members may be present either in person or by other means that permit all Members participating in the meeting to communicate with each other simultaneously and instantaneously. Wherever possible, the Steering Committee shall convene a meeting to conduct its business; however, in the absence of a meeting, the Steering Committee shall be authorized to make decisions and transact business with the unanimous written consent of all Steering Committee Members eligible to vote, which consent may be provided in the form of e-mail confirmation (“Unanimous Written Consent”).

3.5 Decisions of a Steering Committee

- (a) The following decisions of a Steering Committee require the concurrence of at least three-quarters (3/4) of the Steering Committee Members participating in a meeting and eligible to vote:
- (i) recommending to Metrolinx the issuance of any Procurement (for greater certainty, this recommendation may be subject to the incorporation of feedback);
 - (ii) recommending to Metrolinx the selection of a successful Proponent under any Procurement issued pursuant to this Section 3.5 (*Decisions of a Steering Committee*) or recommending the selection of no Proponent;
 - (iii) recommending that the Procurement be terminated as outlined in Section 4.8;
 - (iv) recommending to Metrolinx any amendments to a Master Agreement; and
 - (v) determining whether any Party is in default for the purposes of Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*) or Section 9.3 (*Purchaser Remedies for Event of Default by Metrolinx*).
- (b) Where a Steering Committee exercises its authority under Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*), the Party whose default status is being determined may participate in the discussion but may not vote in the decision.
- (c) All other decisions of a Steering Committee require the concurrence of a simple majority (greater than fifty (50%)) of the Steering Committee Members present at a meeting and eligible to vote. All decisions of a Steering Committee made in the absence of a meeting require the Unanimous Written Consent of the Steering Committee Members.
- (d) Subject to its rights or other obligations as set out in this Agreement and any other agreement, law, policy, rule, directive or other requirement or provincial direction to which it may be bound or subject, Metrolinx shall, with respect to a Procurement, either act in accordance with the decisions of the appropriate Steering Committee or not at all.

3.6 Sub-committees

Each Steering Committee will establish sub-committees, as needed, which will include one representative from each Purchaser wishing to participate on such sub-committees and one representative from Metrolinx. When establishing sub-committees, a Steering Committee will establish the procedures, including quorum requirements and voting rights for the sub-committee.

3.7 Binding Decisions

All Steering Committee decisions must comply with the terms of this Agreement, the Procurement Documents and the Master Agreement related to the particular Procurement. Steering Committee decisions are final and binding on all Purchasers.

3.8 Regular Meetings

Each Steering Committee shall meet at least annually and may meet more often where the Chair of such Steering Committee notifies the Parties in writing of any special meeting required in accordance with Section 3.9 (*Special Meetings*).

3.9 Special Meetings

Metrolinx alone or any two (2) Steering Committee Members can, with at least five (5) Business Days prior written notice to the Chair and to the other Steering Committee Members, require a special meeting of the Steering Committee. Notwithstanding the previous sentence, Metrolinx may provide less than five (5) Business Days notice where it reasonably determines that such shorter timeframe is necessary. The written notice shall specify the issue to be considered at the special meeting and shall include an agenda.

3.10 Location of meetings

Unless a Steering Committee decides otherwise, all meetings of a Steering Committee shall be held either at a location determined by Metrolinx or via teleconference.

3.11 Responsibilities of Steering Committee

In addition to the other responsibilities provided for in this Agreement, each Steering Committee shall:

- (a) acknowledge the Terms of Reference of the relevant Procurement;
- (b) approve the appointment of a Chair;
- (c) approve the Technical Specifications and/or Scope of Work applicable to the Procurement;
- (d) recommend the terms and conditions of the relevant Procurement, including the proposed Supplier agreements forming a part of the Procurement;
- (e) recommend the issuance of a Procurement pursuant to Section 3.5 (*Decisions of a Steering Committee*);
- (f) subject to Section 4.8 (*Award of a Master Agreement*), recommend that Metrolinx enter into a Master Agreement that sets out the terms and conditions of the Procurement with the successful Proponent, as well as any amendments to such Master Agreement;
- (g) subject to the terms of this Agreement, establish rules and procedures regarding its meetings;
- (h) approve the implementation schedule for each Procurement; and
- (i) be responsible for any other matter required to be approved by the Steering Committee in order to carry out the intent and purpose of this Agreement.

3.12 Responsibilities of Steering Committee Chair

The responsibilities of a Steering Committee Chair include:

- (a) supporting the Manager with any issues with the facilitation and administration of the Procurement;
- (b) calling for motions and votes during meetings of the Steering Committee;
- (c) participating in meetings where Metrolinx is addressing any contractual matter on behalf of the Purchasers with the Supplier.

SECTION 4
PROCUREMENT APPROACH AND TERM

4.1 Technical Specification and/or Scope of Work

Metrolinx shall, in consultation with the Steering Committee develop the Technical Specifications and/or the Scope of Work for each Procurement. An overview of the Technical Specifications and/or the Scope of Work, shall be set out in the Terms of Reference, with more specific detail to be provided in the Procurement Documents.

4.2 Procurement Process

- (a) Subject to this Agreement, the specific terms of the Procurement and the Master Agreement, each Procurement is intended to identify one or more Suppliers as the exclusive Supplier(s) of Goods and/or Services for the term of the relevant Master Agreement for Purchasers who do not elect to terminate their participation in the Procurement pursuant to Section 9.6 (*Termination Without Cause*)

by a Purchaser). For greater certainty, references to Supplier in this Agreement shall include all Suppliers if more than one Supplier is selected as part of the Procurement.

- (b) The option to extend for any of the Option Years, if applicable, will be at the sole discretion of the Purchasers, each of whom shall have the right to exercise the Option Years or not in accordance with the relevant Master Agreement and their Purchase Agreement with the Supplier ("Purchase Agreement"). Upon exercise of an Option Year by any Purchaser under Section 4.11 (*Option Years*), the Supplier will be the exclusive Supplier of the Goods and/or Services to such Purchaser during the relevant Option Years in accordance with the terms of the relevant Master Agreement and Purchase Agreement. For the avoidance of doubt, if a Purchaser does not elect to exercise an Option Year in accordance with Section 4.11 (*Option Years*), the Purchaser shall no longer be considered a Purchaser, or qualify for addition as an Eligible Purchaser, for that particular Procurement.

4.3 Supplier

A Supplier procured pursuant to a Procurement shall:

- (a) be given an exclusive contract for the term of the particular Procurement; therefore, Purchasers that plan to procure Goods and/or Services during the term of the Procurement and that have not withdrawn from the Procurement or this Agreement in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*) must purchase Goods and/or Services from the successful Supplier on an exclusive basis;
- (b) not be contractually guaranteed the purchase of any particular quantity of Goods and/or Services under the relevant Master Agreement; and
- (c) be advised by the Purchasers of their respective orders for Goods and/or Services upon approval of funding from their respective municipal council, commission, board of directors, or other governing body (as applicable), on or around the final day of each contract year of the term of the Procurement and, where applicable, the Option Years, to facilitate delivery of the Goods and/or Services in the relevant year.

4.4 Master Agreement

On the recommendation of the Steering Committee in accordance with Section 4.8 (*Award of a Master Agreement*) and in compliance with Section 1.4 (*Governing Laws and Agreement*) and any Procurement Policies required to be followed by it, Metrolinx may sign a Master Agreement with the successful Proponent for each completed Procurement that will establish the Supplier for each Master Agreement. Notwithstanding the foregoing, as the issuer of the Procurements and signatory to the Master Agreements, Metrolinx retains final discretion on whether or not to execute any Master Agreement.

Each Master Agreement will specify the terms and conditions of the relevant Procurement and pricing for the Goods and/or Services (including any additional Options that may be selected by Purchasers) to be procured. General terms and conditions that apply to all Purchasers participating in the Procurement will be contained in each Master Agreement. If a Participation Fee applies to the particular Procurement and (i) it is determined that the Supplier will be required to collect from the Purchaser and remit to Metrolinx, the Master Agreement will include a description of the Participation Fee; or (ii) otherwise, it shall be set out in the Terms of Reference.

4.5 Purchase Agreement with Supplier

- (a) Subject to the Master Agreement, each Purchaser will enter into a Purchase Agreement directly with the Supplier that will provide details related to their purchase of Goods and/or Services, including any Options selected by that particular Purchaser, pricing details, and any other appropriate terms and conditions consistent with the terms of the relevant Master Agreement. If a Participation Fee applies to the particular Procurement, the Purchase Agreement may include terms authorizing the Supplier to include the applicable Participation Fee in the invoice issued to the Purchaser for the purchase of certain goods or services, and the Supplier shall remit the Participation Fee to Metrolinx in accordance with the terms of the Master Agreement. In the event that the Supplier fails or refuses to pay this amount to Metrolinx, the Purchaser(s) will be authorized to set off this amount from any payments otherwise due to the Supplier under the Purchase Agreement, and required to remit this amount to Metrolinx directly.

- (b) Pursuant to the terms of the Master Agreement with the Supplier, the Supplier shall be responsible for providing a copy of the executed Purchase Agreement to the Metrolinx representative assigned to that Procurement for review. The Metrolinx representative will review each Purchase Agreement to ensure it is consistent with the relevant Master Agreement. Should it be found to be inconsistent, the Metrolinx representative will report the inconsistency to Metrolinx and the Steering Committee for that Procurement.
- (c) If the Master Agreement for the particular Procurement provides for any Option Years, prior to exercising any such Option Year, the Purchaser must (a) provide notice to Metrolinx of the intention to exercise an Option Year in accordance with the terms set out in the Master Agreement, and (b) the Purchaser and the Supplier must extend the existing Purchase Agreement or enter into a new Purchase Agreement for the duration of the Option Year(s). For the avoidance of doubt, any new Purchase Agreement in respect of an Option Year is subject to review by the Metrolinx representative as set out above in this Section 4.5 (*Purchase Agreement with Supplier*).

4.6 Timing

The estimated timelines for each Procurement shall be set out in the Terms of Reference and the Master Agreement. All timelines shall be considered estimates only and are subject to change by Metrolinx, in its sole discretion, acting reasonably.

4.7 Issuance of Procurements

- (a) Metrolinx shall conduct the Procurements in accordance with this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law. The Procurements may take different forms, including but not limited to requests for quotations, public tenders and requests for proposals. The Procurement shall include:
 - (i) an open advertisement through a public, industry-accepted electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations, such as MERX™ (the "Public Procurement Portal");
 - (ii) a posting of Proponent questions and answers through addenda on the Public Procurement Portal; and
 - (iii) an evaluation process, as described in the Terms of Reference.
- (b) If applicable, Metrolinx shall alone and in its sole and absolute discretion, procure and retain the services of an independent fairness commissioner and any incurred costs will be incorporated into the Participation Fee. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law.
- (c) The cost of the joint Procurement process shall be borne by Metrolinx; provided however, that Metrolinx shall not be responsible for any costs incurred by any Purchaser relating to such process including without limitation those of a Purchaser who elects not to participate under Section 9.6 (*Termination Without Cause by a Purchaser*).

4.8 Award of a Master Agreement

- (a) Each Steering Committee may recommend that Metrolinx award a Master Agreement to the qualified Proponent that achieves the highest total score in the tender evaluation process, in accordance with Section 3.5 (*Decisions of a Steering Committee*).
- (b) Notwithstanding this Section 4.8 (*Award of a Master Agreement*), each Steering Committee reserves the right not to recommend awarding a Master Agreement to any Proponent if, in the view of three-quarters (3/4) or more of Steering Committee Members eligible to vote, no proposal is acceptable based on the terms and conditions of the particular Procurement. If at least three-quarters (3/4) of the Steering Committee Members eligible to vote agree that no proposal is acceptable, they may agree to recommend to Metrolinx that the Procurement be cancelled and each Purchaser shall thereafter be free to independently obtain the Goods and/or Services which were the subject of the Procurement, subject to the survival of and the Purchasers' continued compliance with the specific terms of this Agreement,

including without limitation the provisions related to confidentiality in Section 7 (*Confidentiality*) and conflict of interest in Section 8 (*Conflict of Interest*).

- (c) Following a Steering Committee's recommendation to Metrolinx to award a Master Agreement and in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), Purchasers shall have up to five (5) Business Days (the "Cooling Period") following the Steering Committee's recommendation to decide whether they will participate in the particular Procurement. If a Purchaser decides not to participate in a particular Procurement and gives written notice to Metrolinx within the Cooling Period to that effect in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), it shall (i) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (ii) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (iii) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.
- (d) Metrolinx's execution of a Master Agreement is subject to Metrolinx's rights under Section 4.4 (*Master Agreement*).

4.9 Participation Fees

If a Participation Fee applies to a particular Procurement, the details of the Participation Fee shall be set out in the Terms of Reference and/or incorporated into the relevant Master Agreement and Purchase Agreements.

4.10 Term of this Agreement

- (a) This Agreement shall be effective as of the Effective Date and shall expire on March 31, 2024 unless it is renewed in accordance with Section 4.10(b) or otherwise terminated in accordance with its terms (such period that this Agreement is in force, the "Term").
- (b) Metrolinx may, on written notice to the Parties prior to the date specified in Section 4.10(a), extend the Term for five (5) years such that the Term will expire on March 31, 2029.
- (c) Notwithstanding any other expiry or termination of this Agreement, if Metrolinx enters into any Master Agreement during the Term that extends beyond the Term (including, for example, as a result of the exercise of an Option Year), this Agreement shall automatically extend only with respect to such Master Agreement until the expiration of such Master Agreement.

4.11 Option Years

In the event a Master Agreement and Purchase Agreement for a particular Procurement allow for the exercise of Option Years by the Purchaser, the details of such Option Years, including the process by which Purchasers must provide notice in writing to Metrolinx of its intention to exercise any Option Year, shall be described in the Terms of Reference and incorporated into the Master Agreement of the applicable Procurement. As described in Section 4.5 (*Purchase Agreement with Supplier*), Purchasers are required to (a) provide notice to Metrolinx of the intention to exercise an Option Year in accordance with the terms set out in the Master Agreement, and (b) extend the existing Purchase Agreement or enter into a new Purchase Agreement for the duration of the Option Year. Notwithstanding anything in this Agreement to the contrary, in the event that no Purchaser notifies Metrolinx of its intention to exercise the Option Years under a Master Agreement, that Master Agreement shall be deemed to be at an end and shall expire at the completion of its stated term, unless the Steering Committee advises Metrolinx otherwise.

SECTION 5 **ROLES AND RESPONSIBILITIES OF METROLINX**

5.1 Roles and Responsibilities of Metrolinx

Metrolinx shall have the following roles and responsibilities in addition to those referred to elsewhere in this Agreement:

- (a) Metrolinx shall facilitate all aspects of each Procurement including without limitation, issuance, proposal evaluation and award and shall, through the Metrolinx representative, administer the provisions contained in a Master Agreement on behalf of the Parties.
- (b) The Manager may attend and participate in any of the activities carried out in relation to the joint Procurement, including any meetings of a Steering Committee and/or sub-committee(s) established by a Steering Committee.
- (c) Metrolinx shall:
 - (i) work with each Steering Committee to coordinate the:
 - (A) development of the Terms of Reference for each Procurement;
 - (B) development of common Technical Specifications and/or Scope of Work; and
 - (C) development of each Master Agreement and Purchase Agreement;
 - (ii) determine a Proponent's compliance with the mandatory requirements set out in the Procurement Documents;
 - (iii) if approved by the Steering Committee or set out in the Terms of Reference, participate in the evaluation of technical proposals;
 - (iv) assist in the consolidation of orders for Goods and/or Services on behalf of the Purchasers;
 - (v) assist with contract management of issues that may arise under the Master Agreement and Purchase Agreement(s); and
 - (vi) be responsible for notifying the respective Steering Committee and the Supplier if other transit service providers wish to participate in the Procurement by becoming Purchasers. At such time, Metrolinx shall contact the Supplier to determine if there is sufficient capacity to accommodate additional orders for Goods and/or Services on the basis of the existing terms and conditions of the Master Agreement.
- (d) Metrolinx shall review any proposed public communications prepared by a Purchaser and submitted to the Parties in accordance with Schedule B (Communications Policy) to ensure consistency with the Communications Policy set out in Schedule B (Communications Policy).
- (e) Except in its role as a Purchaser(s), Metrolinx shall not:
 - (i) mediate disputes between the Purchaser and the Supplier following the execution by a Purchaser of a Purchase Agreement; or
 - (ii) pay or otherwise be responsible for any amounts for any Goods and/or Services as may be set out in any Purchaser's Purchase Agreement from time to time with the Supplier.
- (f) Notwithstanding anything in this Agreement to the contrary, any payment or funding obligation made by Metrolinx under this Agreement in respect of any activity whatsoever is subject to there being an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy such commitments under this Agreement. Activity, payment or funding obligations may be reduced or terminated, in response to the Legislature's annual budget, a change in departmental funding levels by the Legislature, or any other parliamentary decision that has an impact on the program under which this Agreement is made.
- (g) Notwithstanding (i) any other clause of this Agreement; (ii) whether Metrolinx has retained or not any Manager, Project Officer or Project Inspector; or (iii) the acts or omissions of any such persons; Metrolinx does not guarantee, warrant or otherwise provide any assurance as to suitability of any of the Goods and/or Services to the Purchasers or anyone.

5.2 Representations and Warranties of Metrolinx

Metrolinx covenants, represents and warrants to the Purchasers that:

- (a) it is a validly existing legal entity under the laws of Ontario;

- (b) it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms;
- (c) its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents or by-laws.

5.3 No Metrolinx Liability

Where Metrolinx has entered into a Master Agreement, each Purchaser acknowledges and agrees that Metrolinx shall not be liable or responsible to any other Party to this Agreement, any Purchaser, the Supplier and/or any third party for any matter arising under such Master Agreement, the Procurement process or the provision of the Goods and/or Services, except to the extent to which such matter relates to the negligence or wilful misconduct of Metrolinx in the performance of its duties, and without limiting the generality of the foregoing, each Purchaser acknowledges and agrees that:

- (a) Metrolinx will not be liable or responsible for any act or omission of the Purchaser or the Supplier in relation to Goods and/or Services under any Master Agreement and/or any Purchase Agreement. In no case whatsoever will Metrolinx be responsible or liable for the cost of any Goods and/or Services under a Purchase Agreement.
- (b) Metrolinx shall not be liable or responsible in any way whatsoever and the Purchasers agree that they shall satisfy themselves as to the suitability of the Goods and/or Services for their purposes, including without limitation the Goods and/or Services' compliance with applicable laws, policies, safety, licensing, funding and insurance requirements as such may apply to the Purchaser's provision of transit services in its jurisdiction and/or its acquisition of Goods and/or Services hereunder.
- (c) Except for determining a Proponent's compliance with the mandatory requirements set out in the Procurement Documents, Metrolinx has not endorsed, recommended or approved the suitability of a Supplier or its Goods and/or Services for a Purchaser.
- (d) Each Purchaser shall be responsible for obtaining its own professional advice, including its own independent legal advice in respect of its execution of this Agreement, its participation hereunder, and its completion of a Purchase Agreement, if any. Each Purchaser may include such additional business and legal terms and conditions to the Purchase Agreement as it sees fit in the circumstances provided that the required terms of the Purchase Agreement approved by the Steering Committee (the "Required Terms") are wholly retained and provided further that any such additional terms and conditions are not inconsistent with the terms and conditions of the relevant Master Agreement and the Required Terms.
- (e) Unless otherwise provided in this Agreement, each Purchaser shall be responsible for its own costs of any nature whatsoever arising as a result of, through or in any way related to its execution of this Agreement and its participation hereunder.
- (f) Unless otherwise provided in this Agreement, each Purchaser shall be responsible for the oversight and administration of its own Purchase Agreement with the Supplier and shall not direct any Supplier service issues that may arise to Metrolinx but shall inform Metrolinx's representative of such issues.
- (g) Metrolinx shall not be liable for any loss or damages suffered by any of the other Parties or Purchasers, or any other person as a result of any act or inaction of Metrolinx.
- (h) Metrolinx shall not be liable for any losses, costs or damages sustained or incurred by any other Party or Purchaser, including losses, costs or damages relating to third party lawsuits arising out of any Procurement process or the Master Agreement.

SECTION 6
PURCHASERS

6.1 Steps Required to Become a Purchaser

A proposed Purchaser (other than a Participating Metrolinx Division) becomes a Purchaser when:

- (a) the person or persons authorized to execute this Agreement on behalf of such **municipality** or entity has or have duly executed a confirmation agreement in the form attached as Schedule F (Confirmation Agreement); and
- (b) the municipality or other entity has provided to the Manager the following documents:
 - (i) a Purchaser Information Sheet attached as Schedule D (Purchaser Information Sheet); and
 - (ii) a certified copy from a Purchaser's clerk or other authorized officer, confirming passage and enforceability of a by-law, resolution or other authority, as applicable, which includes, at a minimum, the information in the sample by-law/resolution attached as Schedule E (Sample Council/Board/Commission By-Law/Resolution), including the designation of persons authorized to provide instructions and any necessary approval for the **Procurements** as Steering Committee Member or Alternate Member, and confirming that all **necessary** actions have been taken by the Purchaser to authorize such persons to give instructions and any necessary approvals for the Procurements. The designations shall refer to positions **rather** than to specific individuals.

6.2 Representations and Warranties of Purchaser

- (a) Each Purchaser covenants, represents and warrants to Metrolinx that:
 - (i) it is a validly existing legal entity under the laws of its relevant jurisdiction;
 - (ii) it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms, including the entering into **joint Procurement** arrangements and has passed any necessary by-law or resolution and has complied with its own procurement requirements;
 - (iii) it will take all necessary steps to ensure that it has all approvals (including **budget approvals**) which are required in order to carry out any Procurement;
 - (iv) its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents, by-laws, or any other agreements, ordinances or laws to which it is a party;
 - (v) it has not entered into any agreement or arrangement that would restrict the ability of Metrolinx to perform its obligations under this Agreement;
 - (vi) if it is participating as a Purchaser in a particular Procurement and has not **withdrawn** from this Agreement under Section 9.6 (*Termination Without Cause by a Purchaser*), the Purchaser will not enter into any new contract or contract extension with any supplier **other** than the Supplier for the Goods and/or Services specified in the Master Agreement during the term of the particular Procurement without the prior written approval of Metrolinx (such approval to be granted only in accordance with the Agreement and not to be unreasonably withheld or delayed), unless the Supplier cannot provide the Goods and/or Services on a timely basis or has not met the requirements under the Master Agreement or **Purchase Agreement** as determined by the Steering Committee, acting reasonably; and
 - (vii) it will collect and submit to Metrolinx without unreasonable delay any data that Metrolinx may reasonably request from time to time in order to monitor and evaluate the **effectiveness** of the Goods and/or Services procured under this Agreement.
- (b) The Purchaser shall be deemed to have repeated the foregoing representations and **warranties** each time it provides instructions for a Procurement. Metrolinx shall have no obligation to make any

further inquiry to confirm the truth or accuracy of any representation or warranty, or the validity of any action taken by a Purchaser hereunder.

6.3 Addition of Purchasers to this Agreement

Metrolinx may from time to time after the Effective Date add proposed Purchasers as Parties to this Agreement. Each proposed additional Purchaser (other than Participating Metrolinx Divisions) must first complete Section 6.1 (*Steps Required to Become a Purchaser*) in full. Upon its completion of the foregoing, a proposed Purchaser shall become a Purchaser and shall enjoy all of the rights and obligations in this Agreement **excepting** only any services paid for directly by Metrolinx where Metrolinx's available funds for such services have been spent. Each Purchaser agrees that this Agreement is binding on it regardless of the addition of Purchasers by Metrolinx hereunder.

6.4 Participation in existing Procurements

- (a) A Purchaser is not an Eligible Purchaser with respect to a Procurement if such Purchaser had indicated that it did not wish to proceed during the Cooling Period, or such Purchaser had participated in such Procurement but then did not exercise its Option Year(s).
- (b) An Eligible Purchaser may participate in an existing Procurement (including those Procurements that still exist from the Former Governance Agreement) if it has provided notice to Metrolinx that it intends to participate in such Procurement and:
 - (i) it has received confirmation from the Metrolinx procurement facilitator for that Procurement that the Supplier has sufficient capacity to accept additional Purchasers without impacting on the delivery of Goods and/or Services already on order by existing Purchasers;
 - (ii) it has confirmed in writing to Metrolinx that it has not issued a public procurement process or subsequently cancelled an order for Goods and/or Services in order to participate in the Procurement;
 - (iii) the Master Agreement for such Procurement allows for such Eligible Purchaser to participate at this time; and
 - (iv) if such Procurement was created under the Former Governance Agreement and such Eligible Purchaser was not a party to the Former Governance Agreement, the approval of the Steering Committee for such Procurement.
- (c) If the above conditions are met, such Eligible Purchaser may then enter into a Purchase Agreement in accordance with the approved specifications and options available for the respective Procurement.
- (d) If all purchasers under an existing Procurement created under the Former Governance Agreement have become Purchasers under this Agreement, the terms of this Agreement shall apply to such Procurement to the extent of any inconsistency. Otherwise, the terms from the Former Governance Agreement shall apply to such Procurement.

SECTION 7
CONFIDENTIALITY

7.1 Confidential Information

- (a) "Confidential Information" means:
 - (i) the Procurement process and solicitation documents and any information relating to or arising from the process and solicitation documents, including, without limitation, any Procurement Documents issued, or proposed to be issued, by Metrolinx relating to the Procurement, any proposals received, evaluation(s) completed, and pricing;
 - (ii) any proprietary information of a Party;
 - (iii) any personal information as contemplated in FIPPA or MFIPPA, as such instruments shall be amended, from time to time;

- (iv) all information that a Party is obliged, or has the discretion, not to disclose under provincial or federal legislation; or
 - (v) any other information specifically designated in writing by a Party as being of a confidential or proprietary nature.
- (b) Confidential Information does not include information that:
- (i) is or becomes generally available to the public through no fault of the Receiving Party, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the total contract price of the successful bidder;
 - (ii) prior to receipt from the Disclosing Party, was known to the Receiving Party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Receiving Party;
 - (iii) was independently developed by the Receiving Party prior to receipt from the Disclosing Party, as documented by written records possessed by the Receiving Party; or
 - (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

7.2 Use of Confidential Information

- (a) Each Party shall keep, and shall ensure that its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors keep, all Confidential Information confidential in accordance with the terms and conditions of this Section 7 (*Confidentiality*). In addition to any other liabilities of a Party pursuant to this Section 7 (*Confidentiality*) or otherwise at law or in equity, each Party shall be liable for any and all liability, losses, costs, damages, expenses (including all reasonable legal, expert and consultant fees), causes of action, and proceedings arising from any non-compliance with this Confidentiality Agreement by a Party or any of its advisors, agents, directors, commissioners, officers, Personnel representatives or contractors.
- (b) Confidential Information disclosed directly or indirectly by a Disclosing Party to a Receiving Party shall be held by the Receiving Party in confidence, and the Receiving Party:
- (i) shall not disclose, reveal, publish, or disseminate any of the Disclosing Party's Confidential Information, provided that the Receiving Party may disclose Confidential Information to those of its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors with a need to know such Confidential Information in connection with assisting, advising and/or providing feedback to the Procurement process, provided that such person is subject to obligations of confidentiality substantially similar to those contained in this Section 7 (*Confidentiality*);
 - (ii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Disclosing Party's Confidential Information;
 - (iii) shall not copy, reproduce in any form or store the Disclosing Party's Confidential Information in a retrieval system or database, without the prior written approval of the Disclosing Party;
 - (iv) shall immediately notify the Disclosing Party in the event that it becomes aware of any unauthorized disclosure of Confidential Information; and
 - (v) shall satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information, including without limitation FIPPA and MFIPPA.
- (c) At any time at the request of the Disclosing Party, the Receiving Party shall make all commercially reasonable efforts to effect the following as soon as possible:
- (i) return all Confidential Information to the Disclosing Party; or

- (ii) destroy the Confidential Information and all copies thereof in any form **whatsoever** under its power or control and provide the Disclosing Party with a certificate signed by the Receiving Party, or an appropriate officer of the Receiving Party, certifying such destruction.
- (d) Notwithstanding paragraphs (a) and (b) of this Section 7.2 (*Use of Confidential Information*), the Receiving Party shall be permitted:
 - (i) to retain and use one copy of the Confidential Information of the Disclosing Party for the sole purpose of compliance with and to the extent and for so long as required by: (1) any Requirements of Law; or (2) any court, regulatory agency or Authority to which it is subject; and
 - (ii) to retain any electronic records and files containing Confidential Information of the Disclosing Party which have been created pursuant to the automatic or normal course archiving and back-up procedures of the Receiving Party; provided that the Receiving Party treats such Confidential Information in the same manner as it treats its own Confidential Information, such manner not be less than a reasonable standard of care.
- (e) Any Confidential Information of a Disclosing Party that is not returned or destroyed pursuant to Section 7.2(d) shall continue to be subject to the confidentiality and non-disclosure provisions of this Agreement notwithstanding any expiration or termination of this Agreement.

7.3 Exceptions

The obligations of confidentiality set out in Section 7.2 shall not apply to Confidential Information that:

- (a) is or becomes generally available to the public through no fault of the Receiving Party, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the award price of the successful bidder;
- (b) prior to receipt from the Disclosing Party, was known to the Receiving Party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Receiving Party;
- (c) was independently developed by the Receiving Party prior to receipt from the Disclosing Party, as documented by written records possessed by the Receiving Party; or
- (d) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

7.4 Authorized Purpose

The Receiving Party acknowledges that all Parties have disclosed Confidential Information to the Receiving Party solely in connection with assisting, advising and/or providing feedback to the Procurement (the "Authorized Purpose"). The Receiving Party may use the Confidential Information solely in connection with the Authorized Purpose and for no other purpose. The Receiving Party acknowledges and agrees that unauthorized dealings with the Confidential Information would be detrimental to the interests, business and affairs of any of the Parties (or third parties with respect to third party information), including the integrity of the Procurement.

7.5 Legally Required Disclosure

If the Receiving Party becomes compelled to disclose any Confidential Information pursuant to applicable law, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement and shall cooperate with the Disclosing Party in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information as is required pursuant to applicable law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Confidentiality Agreement.

7.6 Ownership of Confidential Information

The Disclosing Party shall retain all right, title and interest, including all intellectual property rights, in and to its Confidential Information. Neither the execution of this Confidentiality Agreement, nor the furnishing of any Confidential Information by a Disclosing Party shall be construed as granting to the Receiving Party, either by implication or otherwise, any interest, license or right respecting the Disclosing Party's Confidential Information, including any intellectual property rights.

7.7 No Warranties, Representations or Liability

ALL INFORMATION IS PROVIDED "AS IS", WITHOUT WARRANTY OR GUARANTEE OF ANY KIND AS TO ITS ACCURACY, COMPLETENESS, OPERABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSS, EXPENSE OR CLAIM OF LOSS ARISING FROM THE USE OF, OR RELIANCE ON, THE INFORMATION BY THE RECEIVING PARTY.

7.8 Damages for Breach of Confidentiality Obligations

Each Party acknowledges and agrees that:

- (a) any breach of the terms of this Section 7 (*Confidentiality*) and the obligations set out herein shall cause immediate and irreparable harm for which damages alone are not an adequate remedy; and
- (b) Disclosing Party shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect such Party against such breach.

7.9 Survival of Confidentiality Obligations

The Parties acknowledge and agree that the terms of this Section 7 (*Confidentiality*) shall survive (a) the term of any agreement with the successful supplier resulting from a Procurement, including any renewal periods exercised by any of the Parties, or (b) the final abandonment or cancellation of the Agreement by Metrolinx, as applicable.

SECTION 8
CONFLICT OF INTEREST

8.1 No Conflict of Interest

No Purchaser nor any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors shall engage in any activity or provide any services where such activity or the provision of such services creates a Conflict of Interest (actual or potential) with the terms and conditions set out in this Agreement or any of the Procurement Documents, Master Agreements or Purchase Agreements contemplated or completed under this Agreement.

8.2 Conflict of Interest and the Receipt of Confidential Information

- (a) Each Party declares that there is no actual or potential Conflict of Interest arising out of the receipt of the Confidential Information or the Party's role in the Procurement. Each Purchaser acknowledges and agrees that it shall be a Conflict of Interest for it to use Confidential Information relevant to the Procurement, including without limitation proposals and pricing information, where Metrolinx has not specifically authorized such use unless the Confidential Information relates solely to that Purchaser and has been provided by that Purchaser.
- (b) In the event that either (i) a Purchaser exercises its right to terminate its participation in the Procurements in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), (ii) a Purchaser decides not to exercise an Option Year for a particular Procurement in which it has participated, or (iii) Metrolinx terminates a defaulting Purchaser's right to participate in the Procurement in accordance with paragraph (a) of Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*), then in each case, the Purchaser shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

8.3 Reporting a Conflict of Interest

Each Party declares that, if at any time during the course of participating in the Procurement, a Party or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors has an actual or potential Conflict of Interest (each, a “**Conflicted Party**”), the Conflicted Party will immediately disclose such Conflict of Interest to Metrolinx and the Manager. Metrolinx shall have the authority to determine whether the Conflicted Party may continue to participate in the activity or provide the services in question, and shall also have the authority to attach limitations or conditions on the Conflicted Party’s participation in the Procurement. Each Party shall be responsible for ensuring compliance by its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors with the Conflict of Interest requirements set out under this Agreement.

SECTION 9 **DEFAULT, ENFORCEMENT, AND TERMINATION**

9.1 Event of Default

Each of the following events is an Event of Default in respect of either a Purchaser or Metrolinx (“**Event of Default**”), as applicable:

- (a) if any representation or warranty made by a Purchaser in this Agreement or any documentation delivered to Metrolinx by such Purchaser pursuant hereto shall be false or misleading in any material respect;
- (b) if any representation or warranty made by Metrolinx in this Agreement shall be false or misleading in any material respect;
- (c) if a Purchaser is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried out by such Purchaser;
- (d) if Metrolinx is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried by Metrolinx; or
- (e) if Metrolinx, a Purchaser or any of their respective advisors, partners, directors, commissioners, officers, Personnel, agents, representatives, or contractors has breached the requirements of Section 7 (*Confidentiality*) or Section 8 (*Conflict of Interest*).

9.2 Metrolinx Remedies for Event of Default by Purchaser

Notwithstanding any other rights which Metrolinx may have under this Agreement, if an Event of Default by a Purchaser has occurred, Metrolinx shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by Metrolinx, Metrolinx has first given written notice of the Event of Default to the defaulting Purchaser and the defaulting Purchaser has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as Metrolinx may consent in writing:

- (a) Metrolinx may terminate the defaulting Purchaser’s right to participate in a Procurement or in this Agreement by giving the defaulting Purchaser at least thirty (30) calendar days prior written notice thereof. Subject to Section 9.8 (*Obligations Survive*), as of the termination date, the defaulting Purchaser shall no longer participate as a Purchaser in the Procurement or this Agreement, as applicable; and
- (b) subject to Section 10 (*Dispute Resolution*), Metrolinx may avail itself of any other legal remedies that may be available to it under law or in equity.

9.3 Purchaser Remedies for Event of Default by Metrolinx

If an Event of Default by Metrolinx has occurred, as determined by a Steering Committee, a Purchaser shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by a Steering Committee, the Steering Committee has first given written notice of the Event of Default to Metrolinx and Metrolinx has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as the Steering Committee may consent in writing:

- (a) the Purchaser may, subject to Section 9.8 (*Obligations Survive*), terminate its participation in this Agreement or in a particular Procurement by giving Metrolinx at least thirty (30) calendar days prior written notice thereof; and
- (b) subject to Section 10 (*Dispute Resolution*), each Purchaser may avail itself of any other legal remedies that may be available to it at law or in equity.

9.4 Termination Without Cause by Metrolinx

Metrolinx may terminate a particular Procurement in accordance with the terms of the Procurement Documents or this Agreement at any time, without cause, by delivering written notice, in accordance with Section 11.1 (*Address for Notices*), to that effect to each Purchaser (in the case of a termination of a particular Procurement) or to each Party (in the case of a termination of this Agreement), as applicable, which notice shall be effective sixty (60) calendar days following delivery of the notice by Metrolinx. Any outstanding payment obligations of the Purchasers remaining as of the date of termination shall remain in effect.

9.5 Effect of Termination Without Cause by Metrolinx

Where Metrolinx has provided notice pursuant to Section 9.4 (*Termination Without Cause by Metrolinx*), the remaining Purchasers or Parties may request that Metrolinx assign any or all of its rights and obligations under the Master Agreement to all of them or any of them. Such request shall be made before the expiry of the notice period referred to in Section 9.4 (*Termination Without Cause by Metrolinx*).

9.6 Termination Without Cause by a Purchaser

A Purchaser may terminate its participation in any Procurement without cause during the Cooling Period by delivering written notice to that effect to Metrolinx which notice shall be effective immediately. No notice by an individual Purchaser shall affect the rights and obligations of the other Parties. Where a Purchaser gives such notice, it shall (a) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (b) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (c) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

A Purchaser may terminate its participation in this Agreement without cause by delivering written notice to that effect to Metrolinx which notice shall be effective sixty (60) calendar days following delivery of the notice by Purchaser.

9.7 Purchaser Obligations after Award of Master Agreement

Subsequent to the award of a Master Agreement, a Purchaser is required to engage in the joint Procurement to the extent permitted by the amount of funding approved by that Purchaser's approving authority for the purchase of the relevant Goods and/or Services for the initial term of the Master Agreement and a Purchaser shall not purchase Goods and/or Services from any party other than the Supplier during this period. In addition to any other remedies which may be available to Metrolinx, failure to comply with this provision may result in the Province of Ontario withholding any applicable Provincial transit funding as may be applicable.

9.8 Obligations Survive

Despite any termination under this Section 9 (*Default, Enforcement, and Termination*) each Party agrees that certain rights and obligations (whether contingent or matured, absolute or not), as set out in Section 11.5 (*Survival*) of each Party existing immediately before the termination shall survive such termination.

Where Metrolinx terminates this Agreement pursuant to Section 9.4 (*Termination Without Cause by Metrolinx*), it shall remain responsible for all costs to which it is obligated under this Agreement up to the termination date.

Notwithstanding a Purchaser's termination of its participation in a Procurement or in this Agreement under this Section 9 (*Default, Enforcement, and Termination*), the Purchaser shall continue to be bound by the terms and conditions of any Purchase Agreement which may have been executed by it prior to such termination and any termination of a Purchase Agreement by the Purchaser shall be made only in accordance with the terms of the Purchase Agreement.

SECTION 10
DISPUTE RESOLUTION

10.1 Legal Remedies for Disputes

Any dispute, question, claim, or other matter arising out of or relating to this Agreement (each, a “Dispute”) shall be resolved by the escalation procedure set out below in Section 10.3 (*Three-Tiered Dispute Resolution*). However, no Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purposes of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that are not otherwise available under this Agreement, including temporary and preliminary injunctive relief and restraining orders.

10.2 Dispute Notice

A Party may refer a Dispute to dispute resolution under this Section 10.2 (*Dispute Notice*) of this Section 10 (*Dispute Resolution*) by the delivery of a notice requesting dispute resolution to the other Parties, which notice shall set out the Dispute in reasonably sufficient detail (a “Dispute Notice”).

10.3 Three-Tiered Dispute Resolution

The Parties agree that any Dispute shall be referred for dispute resolution by high-level negotiation, mediation or arbitration in the following manner:

- (a) **High-Level Negotiation.** In the event a Party issues a Dispute Notice, as described in Section 10.2 (*Dispute Notice*), to the other Parties, the Chief Administrative Officer or equivalent of each non-Metrolinx Party, and in the case of Metrolinx, the executive to which the Transit Procurement Initiative reports, shall meet and make a good faith effort to resolve the Dispute as set out in the Dispute Notice in a prompt manner and for the purpose of same, each Party shall provide its negotiator with full and timely disclosure of all relevant facts, information and documents to facilitate such negotiation. Negotiations shall be commenced within thirty (30) calendar days of the delivery of a Dispute Notice and shall, unless all Parties agree otherwise, be concluded within thirty (30) calendar days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall detail, in writing, the manner in which the Dispute has been resolved.
- (b) **Mediation.** If the Dispute has not been resolved through high-level negotiation as contemplated in Section 10.3(a) above, the Dispute will be referred to structured negotiation with the assistance of a mediator appointed by mutual agreement of the Parties within thirty (30) calendar days of any Party issuing a supplementary Dispute Notice requesting mediation. If a mutual agreement is not reached within the timelines set out above, then Metrolinx, acting in good faith, may appoint a mediator and provide the other Parties with written notice of such appointment. The mediator shall be an independent person who by training and experience has the professional qualifications and the mediation skills to mediate any Dispute that may arise among the Parties. The Parties shall agree on the procedure to be used in mediation. If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.
- (c) **Arbitration.** Any Party may, within thirty (30) calendar days of the delivery of the mediator’s confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. The Parties shall agree on the procedure to be used for arbitration unless the Parties are required by legislation to comply with a particular arbitration process. Any determination by arbitration shall be final and binding upon the Parties, and not subject to appeal or challenge. To the extent not specified in this Agreement, an arbitration shall be governed by the provisions of the *Arbitration Act, 1991*, as amended.

10.4 Performance to Continue

Notwithstanding that a matter has been referred to dispute resolution under the provisions of this Section 10 (*Dispute Resolution*), the Parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of the Agreement to the best of their abilities.

10.5 Dispute Cost

The Parties shall bear and be responsible for their own costs in connection with or relating to any Dispute. Except for Metrolinx, the Parties in a Dispute shall share equally the costs related to any Disputes arising out of the Master Agreement.

10.6 Disputes Between the Purchasers and the Supplier

Each Purchaser shall be solely responsible for dealing with any Disputes that may arise between it and the Supplier.

SECTION 11
MISCELLANEOUS

11.1 Address for Notices

- (a) Any notice or other communication required or permitted to be given under this Agreement shall be delivered in-person or sent by registered mail, postage prepaid, courier, facsimile, or e-mail in the case of Purchasers to the addresses, facsimile numbers, or e-mail set out in Schedule D (Purchaser Information Sheet), and in the case of Metrolinx, to:

Attn.: Manager, Transit Procurement Initiative
Metrolinx
277 Front Street West, 4th Floor
M5V 2X4

- (b) Notices shall be deemed received: (i) in the case of registered mail, five (5) business days after sending; (ii) in the case of courier or in-person delivery, upon receipt; or (iii) in the case of e-mail, when receipt is acknowledged by the receiving Party. Any Party may change the address to which notices or other communications required or permitted to be given under this Agreement shall be sent, by sending notice in writing to every other Party, such address change shall become effective immediately upon receipt of such notice.

11.2 No Waiver

- (a) The benefit of any provision of this Agreement may be waived in whole or in part by the Party for whose benefit the provision operates and any Party may waive any or all of its rights in the event of a breach of any provision of this Agreement by another Party. A waiver is binding on the waiving Party only if it is in writing. A waiver may be absolute or may be limited in any way as to duration or scope.
- (b) The failure by one of the Parties to insist in one or more instances on the performance by another Party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Party of its right to require future performance of any such terms or conditions, and the obligations of such other Party with respect to such future performance shall continue to be in full force and effect.

11.3 Force Majeure

- (a) A Party shall not be responsible for failures in performance due to Force Majeure.
- (b) "Force Majeure" means any circumstance or act beyond the reasonable control of a Party claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotions, labour stoppages, strikes or lockouts, fire, flood, earthquake, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:
- (i) the negligence or wilful misconduct of the Party claiming Force Majeure or those for whom it is responsible at law;
 - (ii) any act or omission by the Party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement; or

(iii) lack or insufficiency of funds or failure to make payment of monies.

(c) Provided further that, in the case of an event of Force Majeure, the Party affected thereby shall notify the other Parties and Metrolinx, if Metrolinx is not the other Party, as soon as possible and in any event within five (5) Business Days following the date upon which the affected Party first becomes aware (or should have been aware, using all reasonable due diligence) of such event of Force Majeure so that the other Parties may verify the same.

(d) If an event of Force Majeure continues for a period of more than forty-five (45) calendar days, a Party shall have the right to terminate its participation in this Agreement (or in the case of Metrolinx, to terminate this Agreement) upon five (5) Business Days written notice to the other Parties. This right shall not affect a Purchaser's obligation to a Supplier under a Purchase Agreement which shall be determined in accordance with the relevant Purchase Agreement terms.

11.4 Remedies Cumulative

All remedies, rights, undertakings, obligations and agreements of the Parties under this Agreement shall be cumulative, and none thereof shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any Party. Each Party may follow any remedy to which it is entitled concurrently or successively, at its option.

11.5 Survival

Section 7 (*Confidentiality*), Section 8 (*Conflict of Interest*), Section 9 (*Default, Enforcement, and Termination*), Section 5.3 (*No Metrolinx Liability*), and Section 6.2 (*Representations and Warranties of Purchaser*), excluding Subsection 6.2(a)(iv), shall survive the expiration or termination of this Agreement.

11.6 Amendment

Except as expressly provided herein, this Agreement may be amended or modified only by an instrument in writing executed by each of the Parties, which will form part of the Agreement.

11.7 No Assignment

Except as otherwise provided in this Agreement, Metrolinx shall not assign the whole or any part of its rights or obligations under this Agreement without the express written consent of the Parties, which consent shall not be unreasonably withheld.

No Purchaser shall assign the whole or any part of its rights or obligations under this Agreement without the express written consent of Metrolinx, which consent shall not be unreasonably withheld.

11.8 Further Action

Each Party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

11.9 Enurement

This Agreement shall enure to the benefit of and be binding upon each Party and their respective successors and permitted assigns.

11.10 Time of the Essence

In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

11.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. All signatures of the Parties to and pursuant to this Agreement may be transmitted by facsimile and such facsimile shall for all purposes be deemed to be the original signature of the person whose signature it produces and shall be binding upon that person and on the Party on whose behalf that person signed.

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SCHEDULE A: DEFINITIONS

In this Agreement,

- (a) **“Agreement”** means this Multi-Year Governance Agreement for Joint Transit Procurements Facilitated By Metrolinx, including its Schedules, as each may be amended from time to time;
- (b) **“Alternate Member”** means a person appointed by a Party to act in the absence of its Member and has all the rights, responsibilities and obligations of the Member;
- (c) **“Arbitration Act, 1991”** means the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended from time to time;
- (d) **“Authority”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over this Agreement, the Master Agreement or the Goods and/or Services;
- (e) **“Authorized Purpose”** means, in the context of Section 7 (*Confidentiality*), assisting, advising and/or providing feedback to a Procurement facilitated by Metrolinx pursuant to this Agreement;
- (f) **“Business Day”** means any day which is not a Saturday or Sunday or a day observed as a holiday under the laws of the Province of Ontario or the federal laws applicable to the Province of Ontario, or a day observed as a holiday for the Government of Ontario;
- (g) **“Chair”** means a Steering Committee chair appointed by the relevant Steering Committee in accordance with Section 3.11 (*Responsibilities of Steering Committee*);
- (h) **“Communication Policy”** means the communication policy for any major communication concerning the Procurement as set out in Schedule B (Communication Policy);
- (i) **“Confidential Information”** has the meaning ascribed to it in Section 7.1.
- (j) **“Conflict of Interest”** means any situation or circumstance where, in relation to a Procurement, a Purchaser or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors or Steering Committee Members (i) communicates with any person with a view to influencing preferred treatment inconsistent with the Procurement process, (ii) engages in conduct that compromises or could be seen to compromise the integrity of the open and competitive Procurement and render that process non-competitive or unfair, or (iii) has other commitments, relationships or financial interests that (A) could or could be seen to exercise an improper influence over the objective, impartial exercise of its independent judgment, or (B) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;
- (k) **“Contract”** means the aggregate of: (a) the Master Agreement; (b) the Purchaser-specific Purchase Agreement; (c) the Procurement Documents, including any addenda; (d) the successful proposal; and (e) any amendments executed in accordance with the terms of the Master Agreement;
- (l) **“Cooling Period”** has the meaning ascribed thereto in Section 4.8(c) (*Award of a Master Agreement*);
- (m) **“Disclosing Party”** means a Party that discloses Confidential Information in connection with the Procurement;
- (n) **“Dispute”** has the meaning ascribed thereto in Section 10.1 (*Legal Remedies for Disputes*) of this Agreement;
- (o) **“Dispute Notice”** has the meaning ascribed thereto in Section 10.2 (*Dispute Notice*);
- (p) **“Effective Date”** means the date this Agreement is effective as set out on the first page of this Agreement;
- (q) **“Eligible Purchaser”** means, with respect to a Procurement, an entity that would be capable of being a Purchaser under such Procurement and does not include a Party who has previously terminated its participation under this Agreement, or a Purchaser who has terminated a Purchase Agreement or failed to exercise an Option Year.

- (r) “**Event of Default**” has the meaning ascribed thereto in Section 9.1 (*Event of Default*) of this Agreement;
- (s) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended from time to time;
- (t) “**Force Majeure**” has the meaning ascribed thereto in Section 11.3 (*Force Majeure*) of this Agreement;
- (u) “**Goods and/or Services**” means in relation to a Procurement, the particular transit: (i) vehicles, (ii) equipment, (iii) technology, (iv) facilities, and/or (v) related supplies and services to be procured by the Purchasers from the Suppliers in accordance with the Contract;
- (v) “**Legislature**” has the meaning ascribed thereto in Section 5.1 (*Roles and Responsibilities of Metrolinx*) of this Agreement;
- (w) “**Manager**” means the Metrolinx representative responsible for the overall facilitation and administration of the Procurement initiative under Section 5.1 (*Roles and Responsibilities of Metrolinx*);
- (x) “**Master Agreement**” means the contract, including its schedules, to be entered into between Metrolinx and the Supplier to deliver the Goods and/or Services as they will be described in the relevant Procurement Documents and any other related supplies and services, or any part thereof;
- (y) “**Member**” means a person appointed by a Party as set out in Section 3.1 (*Steering Committee Membership*) and who is deemed authorized by virtue of such appointment to perform any action, and provide any required recommendations, instructions and approvals to complete a Procurement within the scope of this Agreement;
- (z) “**MERX™**” means the electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations;
- (aa) “**Metrolinx**” means the Corporation Metrolinx as established under the *Metrolinx Act*, 2006, as amended from time to time;
- (bb) “**Metrolinx Member**” has the meaning ascribed thereto in Section 3.1 (*Steering Committee Membership*);
- (cc) “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time;
- (dd) “**Municipal Act**,” means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended from time to time;
- (ee) “**Options**” means a component, feature, service or material that is proposed and priced by the Proponent as an alternative (or an addition or deletion) to the Proponent’s standard component/feature/material/service for the Good and/or Services and as contained in the Technical Specifications and/or Scope of Work included in the Procurement Documents.
- (ff) “**Option Year**” has the meaning ascribed thereto in Section 2.1(g) (*Key Principles*) of this Agreement;
- (gg) “**Participation Fee**” has the meaning assigned in Section 2.1(i) (*Key Principles*) of this Agreement;
- (hh) “**Party**” means any one of the legal entities which have executed this Agreement, and “**Parties**” means more than one Party;
- (ii) “**Personnel**” means collectively, in the case of each Party, individuals who provide services to such Party or any of its contractors in connection with this Agreement, whether as employees or independent contractors, and includes the employees and independent contractors of the Party;
- (jj) “**Procurement**” means the process by which Metrolinx will, on behalf of the participating Purchasers, facilitate the joint public procurement of Goods and/or Services described in the Procurement Documents, and any other related supplies and services in accordance with this Agreement;

- (kk) **“Procurement Documents”** means the written tender document issued by Metrolinx for the joint procurement of Goods and/or Services and any supporting documentation posted on a Public Procurement Portal in connection with such tender;
- (ll) **“Procurement Policies”** means the procurement policies and directives in effect from time to time respecting the procurement of equipment, services and supplies applicable to Metrolinx;
- (mm) **“Project Inspector”** means the person or persons, if any, hired by Metrolinx, as described in the Terms of Reference for the particular Procurement, to perform inspection services at the Supplier’s facility on behalf of the Purchasers of the Goods and/or Services;
- (nn) **“Project Office”** means the office designated by Metrolinx as such from time to time by notice in writing to the other Parties;
- (oo) **“Project Officer”** means the technical expert, if any, that is hired by Metrolinx, as described in the Terms of Reference for the particular Procurement, to assist each Steering Committee and the Purchasers on technical issues related to the the planning of the Procurement, including the development of the Technical Specification, up until the point the Goods and/or Services are accepted by the Purchasers;
- (pp) **“Proponent”** means the legal entity that submits a proposal in response to a Procurement contemplated by this Agreement;
- (qq) **“Public Procurement Portal”** means a public, industry-accepted electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations, such as MERX™;
- (rr) **“Purchase Agreement”** means the contract or contracts to be entered into between the Purchasers and the Supplier to deliver the Goods and/or Services as described in the Procurement Documents with any additional Options specified by each Purchaser;
- (ss) **“Purchaser”** means:
- (i) a municipality, as defined under the *Municipal Act* or a transit authority including a transit commission or board or other persons or classes of persons as may be authorized under the *Municipal Act* with which a municipality is permitted to enter into an agreement for the Procurement;
 - (ii) a legal entity that provides public transit services for persons with disabilities within a municipality and on behalf of that municipality;
 - (iii) a legal entity in receipt of Provincial or municipal funding for its provision of transit services within the Province of Ontario; or
 - (iv) a Participating Metrolinx Division;
- provided that such municipality, or entity has complied with the requirements of Section 6.1 (*Steps Required to Become a Purchaser*)
- (tt) **“Participating Metrolinx Division”** means any operating division of Metrolinx responsible for the provision of transit services (e.g. GO Transit, PRESTO, and UP Express), who, for the purposes of this Agreement, shall be considered a Purchaser and treated in accordance with the rights and obligations accruing to Purchasers hereunder, separate and distinct from Metrolinx and from each other Participating Metrolinx Division;
- (uu) **“Receiving Party”** means a party in receipt of Confidential Information;
- (vv) **“Required Terms”** has the meaning ascribed thereto in Section 5.3 (*No Metrolinx Liability*) of this Agreement;
- (ww) **“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, Provincial policy directions, and agreements with Authorities that now or at any time hereafter may

be applicable to either the Supplier, the Purchasers, the Master Agreement or the Goods and/or Services or any part of them;

- (xx) “**Schedules**” means the schedules listed in Section 1.2 (*Schedules and Order of Priority*) and forming a part of this Agreement, and any other schedules subsequently added in accordance with the terms of this Agreement, as each may be amended from time to time;
- (yy) “**Scope of Work**” means the description of the Goods and/or Services to be included in the Procurement Documents and form a part of the Master Agreement with the Supplier;
- (zz) “**Steering Committee**” has the meaning ascribed to it in Section 3.1 (*Steering Committee Membership*);
- (aaa) “**Supplier**” means the successful Proponent(s) of a Procurement contemplated by this Agreement with whom Metrolinx enters into a Master Agreement;
- (bbb) “**Technical Specifications**” means the specific technical requirements of the Goods and/or Services to be included in the Procurement Documents and form a part of the Master Agreement with the Supplier;
- (ccc) “**Term**” has the meaning ascribed to it in Section 4.10 (*Term of this Agreement*);
- (ddd) “**Terms of Reference**” means the document setting out the specific terms of a particular Procurement that Metrolinx shall prepare, in consultation with the Steering Committee, substantially in the form attached hereto as Schedule C (Sample Terms of Reference), and which shall be acknowledged by the Steering Committee members representing those Purchasers that intend to participate in the particular Procurement, and shall form the basis of the Master Agreement for that Procurement; and
- (eee) “**Unanimous Written Consent**” means the written consent of all of the Members of the Steering Committee eligible to vote, which may be provided in the form of an e-mail confirmation, as described in Section 3.4 (*Quorum*).

**SCHEDULE B
COMMUNICATION POLICY**

1. **The Parties agree that any communication with third parties in relation to a Procurement shall be carried out in accordance with the terms and conditions set out in this Agreement and in the communication policy described in this Schedule B (the "Communication Policy").**
2. **The purpose of the Communication Policy is for Metrolinx and the Purchasers to coordinate the initial announcement of a joint Procurement award.**
3. **Metrolinx acknowledges that Purchasers have public reporting obligations and that Purchasers may make public communications in relation to a project related to a joint Procurement, including review, performance assessment and expectations. With the exception of paragraph (d) below, the Communication Policy does not apply to such project related communications by the Purchaser.**
4. **Before the results of any public Procurement process (including award) are officially communicated by Metrolinx (including but not limited to the name of the successful Proponent and any pricing or evaluation result details), such results are considered Confidential Information as defined in this Agreement and shall not be disclosed without the express consent of Metrolinx.**

**SCHEDULE C
SAMPLE TERMS OF REFERENCE**

1. Objective

Metrolinx has entered into a Multi-Year Governance Agreement, effective February 1, 2019, with the transit service providers of various municipalities signatory thereto and certain other entities (the “Purchasers”) in order to facilitate the joint procurements of transit system vehicles, equipment, technology, facilities and related supplies and services (the “Governance Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Governance Agreement.

Pursuant to the terms and conditions set out in the Governance Agreement, Metrolinx now wishes to facilitate the joint procurement (the “Procurement”) of [insert a brief description of the goods and/or services to be procured] (the “Deliverables”), as described more fully below under [Technical Specifications/Scope of Work]. The purpose of these Terms of Reference (“TOR”) is to set out the terms upon which Metrolinx proposes to facilitate the Procurement and enter into a Master Agreement with the Supplier, under the terms and conditions set out in the Governance Agreement. Metrolinx reserves the right to amend these Terms of Reference at any time with notice to the Purchasers.

2. Prospective Purchasers

The following Purchasers have indicated an interest in participating in the Procurement:

[Insert the list of the Purchasers who have expressed an interest in participating in the Procurement.]

It is noted that, as set out in the Governance Agreement, participation by Purchasers in any joint Procurement is voluntary up to five (5) Business Days following the Steering Committee’s recommendations that Metrolinx enter into a Master Agreement with the successful Supplier, pursuant to Section 4.8 of the Governance Agreement (Award of a Master Agreement). If a Purchaser decides not to participate in a particular Procurement within these five (5) Business Days, it shall (i) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (ii) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (iii) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

3. Term

The proposed Master Agreement shall have a term of [insert number of years] years. [Include a description of any Option Years, if applicable.]

4. Projected Timetable

The following timetable is tentative only, and may be changed by Metrolinx at any time in its sole discretion.

Event	Date

5. **Technical Specifications / Scope of Work**

[Insert summary of the Technical Specifications/Scope of Work of the Deliverables.]

6. **Procurement Process**

(a) Evaluation

As described more fully in the Procurement Documents, the proposals will be evaluated using the following criteria:

- (i) [Insert evaluation criteria – i.e. total contract price, proponent qualifications, etc.]

7. **Services to be Provided by Metrolinx¹**

(a) Joint Procurement Initiative

Metrolinx will fund the services of its internal Transit Procurement Initiative Project Team to assist the Steering Committee, Technical Committee and Purchasers on the planning of the Procurement, including the development of the RFP & Technical Specifications, support during pre-production meetings, up until the point the Goods and/or Services are accepted by the Purchasers, and Contract Management related issues during the contract period. The cost for such services are currently funded by the Metrolinx operating budget, a Participation Fee may apply if Metrolinx, in its sole discretion, deems that funding support is required.

(b) Fairness Commissioner

Metrolinx shall alone and in its sole and absolute discretion, procure, retain and provide funding for the services of an independent fairness commissioner. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of the Procurement Documents and any Procurement Policies required to be followed by Metrolinx.

(c) Third Party Inspection Services

The Steering Committee may decide that inspection services are required for the Procurement. This third party supplier shall perform inspection services of the buses at the Supplier's facility, or dealer location, on behalf of the Purchasers. The cost for such services shall be identified and included in the Participation Fee unless Metrolinx decides, in its sole discretion, to pay for such cost.

(d) Configuration Checklist

If Metrolinx and the Steering Committee determine that third party inspection services are unnecessary at the Supplier's facility or dealer location. Metrolinx shall create a configuration checklist which is to be reviewed by the Steering Committee and the Supplier shall conduct pre-delivery inspections according to such checklist. Post-delivery inspections will be conducted by each Purchaser. Any participating Purchaser may retain and fund their own inspection services.

8. **[Participation Fee]²**

[Each Purchaser shall pay a participation fee equal to \$[] for each [insert name of Good/Service] purchased by the Purchaser during the Term of the Master Agreement and during any Option Year, inclusive of applicable taxes, to be remitted to Metrolinx.]

9. **Amendment**

¹ Note to Draft: To include each of the below clauses if applicable.

² Note to Draft: To be included if applicable.

Metrolix reserves the right to amend, change or supplement these TOR at any time in its sole discretion upon notice to the Steering Committee. Metrolix will consult with the Steering Committee prior to amending, changing or supplementing the TOR.

[Remainder of page intentionally left blank]

ACKNOWLEDGEMENT OF TERMS OF REFERENCE:

Re: [Insert name of Procurement]

I, [insert name of Steering Committee Member], a member of the Steering Committee Member **representing** [insert name of Purchaser], having read and understood these Terms of Reference, hereby acknowledge that the Terms of Reference are the terms upon which Metrolinx proposes to facilitate the joint Procurement of [insert name of Deliverables] and enter into a Master Agreement with the successful Proponent, subject to the Governance Agreement, effective [insert effective date].

Signature of Steering Committee Member

Date

**SCHEDULE D
PURCHASER INFORMATION SHEET**

1. **Legal name of organization**

The Corporation of the Town of Cobourg

2. **Contact information**

Mailing address, e-mail and fax number for notices:

55 King St W., Cobourg, ON K9A 2M2

E-mail: lwills@cobourg.ca or
rchampagne@cobourg.ca

Fax: 905-372-0009

3. **Steering Committee Member** **Alternate Member**

Title:	<u>Director of Public Works</u>	<u>Engineering & Public Transit Administrator</u>
Address:	<u>740 Division St., Building #7</u>	<u>740 Division St., Building #7</u>
Telephone #:	<u>905-372-9971</u>	<u>905-372-4555</u>
E-mail:	<u>lwills@cobourg.ca</u>	<u>rchampagne@cobourg.ca</u>
Fax #:	<u>905-372-0009</u>	<u>905-372-0009</u>

SCHEDULE E
SAMPLE COUNCIL/BOARD/COMMISSION BY-LAW/RESOLUTION

The Council/Board/Commission for

The Corporation of the Town of Cobourg

hereby authorizes the future signing by

[Insert title of agent authorized to sign on behalf of municipality/Purchaser]

of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx effective as of April 1, 2019 (the "Governance Agreement") for the purpose of purchasing certain transit system vehicles, equipment, technology, facilities and related supplies and services on an exclusive basis from suppliers selected pursuant to public procurement processes facilitated by Metrolinx, on terms and conditions set out in the relevant procurement documents and in the Governance Agreement between, among others, Metrolinx and

The Corporation of the Town of Cobourg

In addition, the Council/Board/Commission authorizes

[Insert title of Steering Committee Member]

to perform any action, and provide any required recommendations, instructions and approvals to complete the procurements within the scope of the Governance Agreement, to appoint Alternate Members to the Steering Committee to perform the above in their absence, and to exercise the Council/Board/Commission's rights of early termination in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*) of the Governance Agreement.

This By-law/Resolution was adopted by the Council/ Board/Commission of

The Corporation of the Town of Cobourg

on _____, 20__.

Member of Council/Governing Board/Commission

Member of Council/Governing Board/Commission

**SCHEDULE F
CONFIRMATION AGREEMENT**

THIS INSTRUMENT of accession forms part of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx, made as April 1, 2019, together with the Schedules attached thereto, as each may be amended, restated, supplemented or otherwise modified from time to time, by and among Metrolinx and certain other parties (the "**Governance Agreement**"). Capitalized terms used herein have the meanings ascribed to them in the Governance Agreement.

WHEREAS pursuant to Section 6.3 of the of the Governance Agreement, Metrolinx has the right to add Purchasers as Parties to the Governance Agreement, and, once added as a Party such proposed Purchaser shall become a Purchaser;

AND WHEREAS The Corporation of the Town of Cobourg was a party to the Former Governance Agreement and is a Purchaser, as that term is defined in the Governance Agreement, and wishes to be added as a Party to, and become a Purchaser under, the Governance Agreement;

NOW THEREFORE in consideration of the mutual covenants of the Parties set out in the Governance Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Corporation of the Town of Cobourg and Metrolinx hereby agree as follows:

- (a) This Confirmation Agreement is a counterpart to the Governance Agreement and that, by execution and delivery hereof, The Corporation of the Town of Cobourg becomes and agrees to be a Party to the Governance Agreement.
- (b) Subject to (i) The Corporation of the Town of Cobourg's compliance with the requirements set out in Section 6.1 of the Governance Agreement and (ii) the limitations set out in Section 6.3 of the Governance Agreement, The Corporation of the Town of Cobourg shall become a Purchaser for all purposes contemplated in the Governance Agreement.
- (c) The Corporation of the Town of Cobourg hereby agrees:
 - (i) to be bound by, and hereby confirms, all covenants, agreements, representations, warranties, consents, submissions, appointments and acknowledgements attributable to or made by a Purchaser in the Governance Agreement;
 - (ii) to perform any and all obligations required of a Purchaser by the Governance Agreement; and
 - (iii) that the representations and warranties set forth in the Governance Agreement and applicable to The Corporation of the Town of Cobourg are true and correct as at the effective date of this Confirmation Agreement.
- (d) This Confirmation Agreement shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties have caused this Confirmation Agreement to be duly executed as of

**THE CORPORATION OF THE TOWN
OF COBOURG**

METROLINX


Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I have authority to bind the company.

Per: _____
Name: _____
Title: _____

I/We have authority to bind the company.

 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:	June 24, 2019	
TITLE / SUBJECT:	Bench & Transit Shelter Advertising (CO-19-05 ENG) Award	
REPORT DATE:	June 10, 2019	File #:

1.0 STRATEGIC PLAN
N/A

2.0 PUBLIC ENGAGEMENT
N/A

3.0 RECOMMENDATION
 THAT Council approve the award of Tender CO-19-05 ENG, Bench and Transit Shelter Advertising to The Bench Press Ltd o/a Creative Outdoor Advertising (COA) for a three (3) year term with the option of renewing for an additional two (2) year term. FURTHER, that staff recommend Council select Option 1 – The Boulevard Bench (Appendix A).

4.0 ORIGIN
 A Request for Proposal (RFP) document for bench and transit shelter advertising was promoted on the Town's website and on Biddingo from April 9th to April 23th, 2019, one (1) bid was received upon closing.

The deadline was extended for two (2) additional weeks in accordance with the Town's purchasing policy and closed on May 7th. The Town also advertised in the local paper, no additional bids were received.

On May 13, 2019 Council directed staff to open and evaluate the single bid received for bench and transit shelter advertising.

5.0 BACKGROUND

The Town had an agreement with a third party to provide benches around Town with advertising rights in order to generate revenue. Since that contract has expired, the Town issued a Request for Proposal (RFP) and added advertising rights on select non-heritage transit shelters to increase revenues.

6.0 ANALYSIS

Three (3) bench options have been proposed by Creative Outdoor Advertising:

Option 1 – The Boulevard Bench (Appendix A): \$5,000.00 per year
Bus Shelters (10): \$1,500.00 per year

Option 2 – The Avenue Bench (Appendix B): \$3,500.00 per year
Bus Shelters (10): \$1,500.00 per year

Option 3 – The Lexington Bench (Appendix C): \$2,800.00 per year
Bus Shelters (10): \$1,500.00 per year

COA supplies bench furniture, installation, maintenance, sourcing and placement of advertising on benches. COA is offering an annual revenue of \$1,500.00 for advertisements on select non-heritage transit shelters.

The original bid only supplied the Boulevard Bench and the Avenue Bench as options. Staff inquired if there were any additional options that may be more aesthetically pleasing than the boulevard bench. Option 3 (The Lexington) was then submitted for consideration.

Based on the reduced revenue potential of Options 2 and 3 staff are recommending Option 1 to maximize cost savings to the Town for transit operations.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The total annual revenue that will be collected by the Town based on Option 1 is \$6,500.00 to be used towards transit operations.

8.0 CONCLUSION

THAT Council approve the award of Tender CO-19-05 ENG, Bench and Transit Shelter Advertising to The Bench Press Ltd o/a Creative Outdoor Advertising (COA) for a three (3) year term with the option of renewing for an additional two (2) year term. FURTHER, that staff recommend Council select Option 1 – The Boulevard Bench (Appendix A).

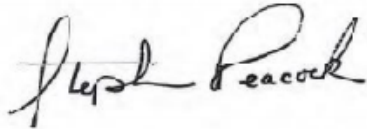
9.0 POLICIES AFFECTING THE PROPOSAL

Procurement Policy.

10.0 COMMUNICATION RESULTS

N/A

12.0 AUTHORIZATION/SIGNATURES



Stephen Peacock
Chief Administrative Officer



Brent Larmer
Municipal Clerk/Manager of Legislative Services



Laurie Wills
Director of Public Works

Approved By:

Laurie Wills, Deputy Director of Public Works
Stephen Peacock, Chief Administrative Officer
Brent Larmer, Municipal Clerk

Department:

Public Works
CAO
Clerks

Appendix A

RFP #: CO-19-05 ENG
Technical Proposal

COA's The Avenue and The Boulevard
Town of Cobourg

CREATIVE OUTDOOR ADVERTISING PRODUCT OVERVIEW

THE AVENUE

DESCRIPTION

Imagine a street furniture system so innovative that it can physically adapt to the ever changing needs of its location as the area around it evolves and grows!

Imagine a municipal street amenity which can be upgraded, (without the need for excavation, replacement or re- installation) to provide additional services to the community.

Functional design and innovation construction have come together in the "Avenue". Streetsmart design and aesthetically pleasing, the Avenue is highly vandal resistant.

The Avenue seats 3-4 transit users and is designed specially with all smooth and rounded corners for the comfort and safety of the public. The long lasting durable custom colour powdercoat ensures that the unit lasts up to 15 years.

The Avenue is secured using an anchored installation and can be customized to include armrests, city logo and is available in various colours.

COA designed the Avenue bench from the ground up to be accessible to any City and be affordable to local small business advertisers. The Avenue bench is 100% wheelchair accessible and ADA compliant."

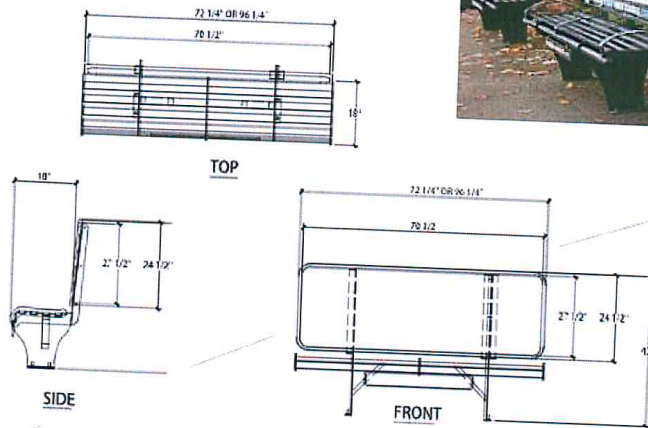


Creative Outdoor Advertising

2402 STOUFFVILLE ROAD
PO BOX 245 GORMLEY ON L0H 1G0
T: 1.800.661.6088
F: 1.866.426.2237
WWW.CREATIVEOUTDOOR.COM

CREATIVE OUTDOOR ADVERTISING PRODUCT OVERVIEW

THE AVENUE



SPECIFICATIONS

MODEL	The Avenue
MATERIAL	Steel and aluminum
COLOURS	Various
FINISH	Matte
DIMENSIONS	(H) 42" x (D)epth 21" x (L) 72" or 96"
INSTALLATION	Bolted to concrete surface or recycled plastic pad
BOARD MESSAGING	Avenue Ad Panel: 24" x 72" or 96" with protective lexan panel



2402 STOUFFVILLE ROAD
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Appendix B

RFP #: CO-19-05 ENG
Technical Proposal

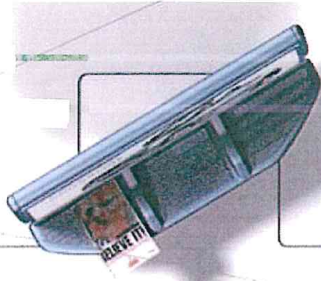
COA's The Avenue and The Boulevard
Town of Cobourg

CREATIVE OUTDOOR ADVERTISING PRODUCT OVERVIEW

THE BOULEVARD ATTRACTIVE, FUNCTIONAL, MODERN.



The "Boulevard" will transform and enhance the quality of your environment while providing a comfortable, attractive and functional seating amenity. We use only materials that withstand the demands of heavy usage and extreme climates. We provide unique, vandal and graffiti resistant second surface signage. The "Boulevard"... an ideal solution to your outdoor furniture needs.



2402 STOUFFVILLE ROAD
PO BOX 745 GORMLEY ON L0H 1G0
T: 1.800.661.6088
F: 1.866.426.2237
WWW.CREATIVEOUTDOOR.COM

CREATIVE OUTDOOR ADVERTISING PRODUCT OVERVIEW

THE BOULEVARD

DESCRIPTION

The unit has molded in slats that deter vandalism and at the same time provide a non-slip surface for users. The "Boulevard" will fit into virtually any space and is attractive from all angles. There is no exposed hardware. The crowned seats allow for water and snow to slide off to prevent any residue build-up.

The unit features center armrests and angled outer seats that give the unit a sleek profile and an attractive, unique look.

Over 20 years of COA's knowledge and experience in the street furniture industry have gone into the design of this bench, making it one of the most innovative stand-alone benches ever designed.

SPECIFICATIONS

MODEL	Boulevard
MATERIAL	Polyethylene
COLOURS	Various
FINISH	Matte
DIMENSIONS	6' (L) x 2.2' (D) x 43" (H), Weight 112 lbs approx.
INSTALLATION	Bolted to concrete surface or recycled plastic pad
BOARD MESSAGING	Area per single face: 71"x20.5"



2402 STOUFFVILLE ROAD
PO BOX 745 GORMLEY ON L0H 1G0
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THE LEXINGTON

DESCRIPTION

Functional design and innovative construction include:

- Smooth rounded edges and no exposed hardware to protect public
- Arm rests assist seniors and discourage vagrancy
- Use of treated heavy steel prevents sagging
- Sign panel proportional to bench design
- Galvanized steel frame covered with a thermoplastic PVC and baked-on polyester powder coating
- COA “Second Surface” sign technology
- DOT compliant



Thermoplastic PVC Coating:

- Ultraviolet stabilized, fused and baked to a 90% gloss finish which looks great and prevents fading
- All-weather excellence, will not overheat
- Graffiti resistant, easy to clean
- Seats have an eggshell finish for added heat dispersion



SPECIFICATIONS:


- Model Lexington
- Material Treated heavy steel and aluminum
- Colours Various (Gloss)
- Finish Ultraviolet-stabilized thermoplastic PVC coating and baked-on polyester powder coat
- Dimensions: Length 72"
Height 43"
Depth 33"
- Signs “Second Surface” sign mounted on (71” x 20.5”) Lexan panel
- Installation Anchored with lag bolts and assigned a GPS-verified barcode



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 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:	June 24, 2019	
TITLE / SUBJECT:	Unfinished Business: Petition for Traffic Control at King Street / Abbott Street Crossing Guard Location	
REPORT DATE:	June 11, 2019	File #:

1.0 STRATEGIC PLAN
NA

2.0 PUBLIC ENGAGEMENT
NA

3.0 RECOMMENDATION
 THAT Council receive this report for information to address and remove unfinished business items from the agenda:
 Unfinished Business: Petition for Traffic Control at King Street / Abbott Street Crossing Guard Location

4.0 ORIGIN
 Petition received June 3, 2019 dated December 10, 2018.

5.0 BACKGROUND
 The petition received is in support of a signalized crosswalk at the school crossing guard location on King Street at Abbott Street.

6.0 ANALYSIS
 As part of the 2019 budget process, Public Works requested the purchase of a permanent set of yellow flashing warning lights for the subject crossing location, similar to those on Elgin Street for St. Joseph's Elementary School.

The lights are programmed to flash during time periods when children will be arriving and leaving school as well as when the crossing guard will be on duty. When the lights are flashing, the speed limit is reduced to 40 km/hr and speeding fines are increased.

Also in 2019, Staff have already planned to enhance pavement markings at the subject crossing and also on D'Arcy Street at James Street. The enhancements will include ladder markings and stop bars as well as a 'XING AHEAD' text pavement marking both upstream and downstream of each crossing to warn drivers well in advance that there is a school crosswalk ahead. Examples of the proposed enhancements are attached.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

The flashing lights were budgeted and approved already for 2019. The enhanced pavement markings will be applied to the D'Arcy/James and King/Abbott crossings to establish the cost for consideration at other school crosswalks. The current pavement marking contract is anticipated to be under budget so there will be no additional costs associated with these improvements that would exceed the current budget. If there is enough room left in the budget after all pavement marking has been completed, we will also proceed with enhancing all school crosswalks with the ladder markings and stop bars.

Upon researching the costs of signalized pedestrian crossings within nearby municipalities, it is estimated that a single crossing may cost upwards of \$150,000 or more depending on the complexity of the design and installation. As an example, the City of Peterborough installed a signalized pedestrian crossing last year at a cost of \$250,000 (see attached).

8.0 CONCLUSION

Staff would recommend that the planned improvements go ahead in 2019. Staff will follow up with the crossing guard throughout September to see if there is a noticeable improvement and report back to Council in October if further improvements are recommended in time for budget considerations.

12.0 AUTHORIZATION/SIGNATURES

Approved By:

Stephen Peacock, Chief Administrative Officer

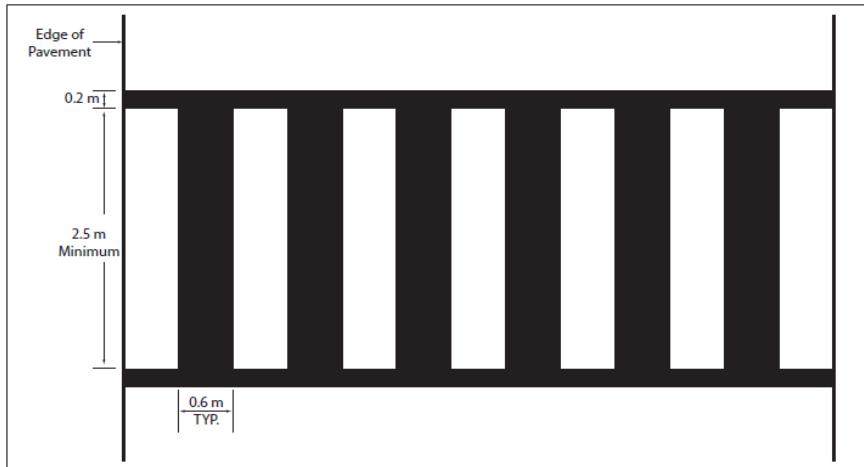
Department:

CAO

Elgin Street Yellow Flashing Warning Lights, Reduced Speed Sign, and Community Safety Zone Signage



Ladder (Zebra) Markings




Enhanced pavement marking to warn of crosswalk ahead
(Proposed text will read 'XING AHEAD')



Signalized Pedestrian Crosswalk, Peterborough



 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:	June 24, 2019	
TITLE / SUBJECT:	Unfinished Business: Petition excessive vehicular traffic and speeding on Monroe Street, Cobourg (Public Works) 08-13-18	
REPORT DATE:	June 11, 2019	File #:

1.0 STRATEGIC PLAN
NA

2.0 PUBLIC ENGAGEMENT
Staff contacted the neighbourhood representative in August 2018 and followed up with the results of the speed survey on June 11, 2019.

3.0 RECOMMENDATION
THAT Council receive this report for information to address and remove unfinished business items from the agenda:
Petition excessive vehicular traffic and speeding on Monroe Street, Cobourg (Public Works) 08-13-18.

4.0 ORIGIN
Letter and petition received from Munroe Street residents dated July 26, 2018 regarding excessive vehicular traffic and speeding on Munroe Street between Division Street and Walton Street.

Staff reached out to representatives of the petition to explain the process of having the speed monitored on Munroe Street. Since speed is an enforcement matter, we notify the police of the perceived issue and request to have their portable speed radar sign installed to track the speeds of vehicles for a period of time and report back to Town staff as to whether the data confirms that

excessive speeding is in fact an issue for this street.

The letter also expressed concern that the public are using Munroe Street as a cut-through to D'Arcy Street from Division Street. After speaking with representatives of the petition there was also a question of whether a crosswalk could be implemented east of the far entrance to No Frills.

5.0 BACKGROUND

The Cobourg Police Department (CPS) owns the radar sign and ultimately prioritizes the urgency of its use. When Town staff request the use of the sign based on public concerns, we respect that CPS will conduct the speed review as staff resources permit and when the sign is available.

It is important to note that Staff do concur that Munroe Street and Spencer Street are being used as an east/west connection between Division Street and D'Arcy Street and this further supports the need to have an arterial road connection between these two arterials which is what is proposed for Kerr Street in 2020. Staff fully expect the number of vehicles using Munroe Street will be substantially reduced upon the construction of Kerr Street.

The following is a summary of the Ontario Traffic Manual (OTM) Book 15 and the Highway Traffic Act (HTA) with respect to pedestrian crosswalks:

The OTM Book 15 defines the rules of the road, including conditions under which pedestrians can cross a road. The OTM is consistent with the HTA.

Categories of Pedestrian Crossings

It can be interpreted from the OTM that when a pedestrian is about to step from the side of the road onto the roadway, there are fundamentally two distinct categories of pedestrian crossings:

1. A controlled crossing — where vehicles are required to stop or yield to traffic legally in the crossing, which includes pedestrians, or
2. An uncontrolled crossing — where pedestrians must wait for a safe gap in traffic, sufficient for them to cross the roadway, prior to attempting to enter the roadway.

An uncontrolled crossing is a crossing that does not have any traffic control measure to provide a dedicated pedestrian right-of-way. Pedestrians must wait for a safe gap sufficient to fully cross the roadway or for vehicles to stop before crossing. **In accordance with Ontario's HTA, controlled pedestrian crossings in the Province of Ontario are only at locations where vehicles are controlled by any of traffic signals, intersection pedestrian signals,**

mid-block pedestrian signals, pedestrian crossovers, stop signs, yield signs, or school crossings when a school crossing guard is supervising the crossing.

The rules of the road are distinct between a controlled crossing and an uncontrolled crossing. Pedestrians do not have the right-of-way at uncontrolled crossings.

Pedestrian's Rights and Responsibilities

Notwithstanding the distinction between controlled and uncontrolled crossings, the rights and responsibilities for pedestrians are recognized in the HTA:

1. In the absence of statutory provisions or bylaw, a pedestrian is not confined to a street crossing or intersection and is entitled to cross at any point, although greater care may then be required of him or her in crossing. However, pedestrians crossing the highway must look to ensure the crossing can be made safely or possibly be held responsible for any ensuing collision.
2. Pedestrians must exercise due care even when they are lawfully within a crossing and have right-of-way. It is not an absolute right and they must still exercise care to avoid a collision with a vehicle. Due care meaning exercising common sense on both sides — cars have to avoid hitting pedestrians and pedestrians have to avoid putting themselves in danger.
3. If there is a crosswalk at a signalized intersection, pedestrians have to walk within the crosswalk.

Distance to a signalized crosswalk

If the distance of the site to the closest traffic control device is less than 200 m, the site is not a candidate for a pedestrian crossing, **even when there is system connectivity** or pedestrian desire line requirements.

6.0 ANALYSIS PEDESTRIAN CROSSINGS

The proposed crossing is 180 m from the Division Street signalized intersection which is less than the recommended 200 m minimum distance from a signalized intersection. Staff do not recommend installing a mid-block pedestrian crossing at this location since it is preferred that pedestrians use the traffic lights if they do not feel safe crossing Munroe Street when there is a gap in traffic.

SPEED

CPS installed a speed tracking device in both lane directions on Monroe Street east of the far east entrance to No Frills in March and April 2019. The results of the speed tracking are as follows:

Westbound Traffic

Speed	Number Above Speed Limit	Percentage
Exceeding 50 km/h	987 of 19,240	5%
Exceeding 55 km/h	296 of 19,240	15%
Exceeding 60 km/h	66 of 19,240	0.003%
Exceeding 65 km/h	28 of 19,240	0.001%
Exceeding 70 km/h	12 of 19,240	0.0006%

The average westbound traffic was 34 km/hr.

Eastbound Traffic

Speed	Number Above Speed Limit	Percentage
Exceeding 50 km/h	1,540 of 14,898	10%
Exceeding 55 km/h	190 of 14,898	0.01%
Exceeding 60 km/h	40 of 14,898	0.003%
Exceeding 65 km/h	20 of 14,898	0.001%
Exceeding 70 km/h	4 of 14,898	0.0002%

The average eastbound traffic was 39 km/hr.

Based on the results of the speed monitoring, Staff are not recommending that any improvements be implemented at the subject location.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

Although costs associated with facilitating and conducting these speed surveys are somewhat indirect, it should be noted that Public Works staff resources are utilized to correspond with the complainant, coordinate with CPS to have the speed radar sign set up, either Town Staff or Police staff physically move and install the sign, Police staff download the data, analyse the results and prepare a report to Town staff. Finally a report to Council is prepared after another follow up with the complainant.

8.0 CONCLUSION

THAT Council receive this report for information to address and remove unfinished business items from the agenda:
Petition excessive vehicular traffic and speeding on Monroe Street, Cobourg (Public Works) 08-13-18 .

10.0 COMMUNICATION RESULTS

After communicating the results of the speed survey to the neighbourhood representative, it was noted by the resident that they would still appreciate a police presence on the street occasionally until such time as Kerr Street is constructed due to the number of vehicles using Munroe Street to access either Division or D'Arcy Streets and also due to the new development on the street that has or will be increasing the number of families and/or elderly people residing on the street.


12.0 AUTHORIZATION/SIGNATURES

Approved By:

Stephen Peacock, Chief Administrative Officer

Department:

CAO

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	STAFF REPORT	
TO:	Mayor and Council	
FROM: TITLE:	Bill Peeples Manager, Environmental Services	
DATE OF MEETING:	June 24, 2019	
TITLE / SUBJECT:	SCADA Installation (Plant #1)	
REPORT DATE:	June 11, 2019	File #:

1.0 STRATEGIC PLAN
NA

3.0 RECOMMENDATION
THAT Council approve Tasks #1 and #2 of the Summa Engineering proposal for the installation of a SCADA system at Plant #1 in the amount of \$352,598,

AND FURTHER, THAT Council pre-approve Summa Engineering to be awarded Tasks #3 and #4 for \$260,000 in 2020.

4.0 ORIGIN
2018, 2019 and 2020 Environmental Services Capital Budget

5.0 BACKGROUND
SCADA (Supervisory Control and Data Acquisition) is a computer-controlled system designed to automatically monitor, record and control various Plant processes 24/7 without the need of human intervention. The SCADA system provides continuous monitoring of all process systems. If a process moves outside its pre-set parameters, the SCADA computer will automatically transmit an alarm message (via telephone) to the On-Call Operator.

Plant #1 does not currently have a SCADA system. The SCADA installation was budgeted (\$300,000) in 2018, but because of the time required to prepare the scope of work, the Request for Proposals (i.e. RFP) did not go out until 2019.

In 2019, an additional \$75,000 was approved for implementing SCADA for the sanitary pump stations.

Plant #2 has had a SCADA system in place since 1992 and was recently upgraded by Summa Engineering in 2016-18.

6. ANALYSIS

0 Preparation of the scope of work and the evaluation of the proposals were conducted by Michael Gundry of Stantec Consulting.

The scope of work was divided into five (5) separate tasks:

Task #1: **SCADA Computer** - Install and program a SCADA computer system at Plant #1. All pre-existing connections from other buildings that have fiber optic connections running back to the Operations Room will be connected to the SCADA computer.

Task #2: **Add Buildings** - Run fiber optic lines from all currently unconnected buildings (i.e. Biosolids, Thickener, Intermediate and Chemical Storage Buildings), back to the SCADA computer in the Operations Room.

Task #3: **Add Inter-Plant connectivity** - The Town's fiber optic network will be used to connect the SCADA computers at Plant #1 and Plant #2. This will allow off site data storage for each facility. It will also permit a single Operator to control processes at one facility, while stationed at the other.

Task #4: **Add Sanitary Pump Stations** - Connect all Sanitary Pumping Stations to the SCADA computer system. This will allow Operators at either facility to monitor and control equipment at each of the Town's five Sanitary Pump Stations (Monks Cove, Forth St, Lakeview, McGill and Brook Rd).

Task #5: **Add Stormwater Pump Stations** - Connect all Stormwater Pumping Stations to the SCADA computer system. This will allow Operators at either facility to monitor and control equipment at each of the Town's three Sanitary Pump Stations (William St, Division St North, and Division St South).

Proposal Scoring

Evaluation Criteria	Maximum Score	Proponent			
		Hollen Controls	ISN Technologies	Selectra Eramosa	Summa Engineering

Understanding/Approach	20	20	20	20	20
Methodology/Work Plan	15	10.5	7.5	15	12
Schedule	5	5	4	3	2
Similar Work Experience	15	15	7.5	15	15
Project Manager	10	7	7	8	10
Project Team	10	8	7	10	10
Cost	25	17	17	10	25
Total	100	83	70	81	94

Summary of Individual Proposals

- a. **Hollen Controls** – Work Plan was not as detailed as those of Selectra/Eramosa or Summa Engineering. Their schedule was the shortest of the four proposals received and they provided a team that has completed previous SCADA upgrades of Wastewater facilities in Ontario. They did not identify any person or sub-contractor who is licensed as an electrician and who could do work in the electrical panels.
- b. **ISN Technologies** – ISN Technologies experience as noted in their submission was for work at Airport Terminals and Canada Post and did not include any experience with Wastewater facilities.
- c. **Selectra/Eramosa** – The Selectra/Eramosa proposal included the most detailed Work Plan of the four received. They also have significant experience with the upgrade of wastewater facilities. Their proposed project manager has 13 years' experience (Summa Engineering's Project manager has 20 years' experience). Selectra/Eramosa had the highest price of the four proposals received.
- d. **Summa Engineering** – Summa Engineering has completed previous wastewater projects including the recent SCADA upgrade at Cobourg's WPCP #2. As such they have a good understanding of the current system. Summa had a strong Work Plan and Methodology; however, they had the longest schedule duration of the four proposals received. Summa's fee was the lowest of all the proposals received.

7. FINANCIAL IMPLICATIONS/BUDGET IMPACT

- 0 Four (4) proposals were received. A summary of their respective bids is listed in the table below.

Contractor	Task 1	Task 2	Task 3	Task 4	Task #5	Total*
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Name						
Summa Engineering	\$169,992	\$130,776	\$42,983	\$156,395	\$141,695	\$735,450
Hollen Controls	\$189,046	\$239,760	\$65,129	\$214,144	\$210,180	\$1,053,293
Selectra Eromosa	\$267,573	\$468,046	\$88,449	\$416,587	\$373,362	\$1,847,993
ISN Technologies	\$163,900	\$347,875	\$47,300	\$200,605	\$190,245	\$1,100,874

**NOTE: Total includes all five tasks, bonding, insurance and HST. Values have been rounded to the nearest dollar.*

The RFP document specified that the Contract could be awarded for a single task or multiple tasks, depending upon the budget available. Credits were requested if multiple tasks were awarded which would reflect the efficiencies with respect to the project and Office Administration to manage separate tasks. These credits are summarized below.

Contractor Name	Credit for Completing Tasks 1-5 Together	Credit for Completing Task 4 as Single Project	Total Potential Credits
Summa Engineering	\$6,080	\$2,200	\$8,280
Hollen Controls	\$18,000	\$4,000	\$22,000
Selectra Eromosa	\$0	\$0	\$0
ISN Technologies	\$56,000	\$16,500	\$72,500

Another component of the RFP requested that Proponents identify any value added extras that they would propose to enhance the project. Of the four Proponents, only Summa provided a list of value added activities.

Summa Engineering's proposed extras:

Extra Item	Additional Cost
1. Install firewalls at both ends of fiber optic network between Plant #1 and Plant #2	\$3,000
2. Add 42" Wall Mount LCD Display in lab	\$2,500

3. Create program space in IPC-01 & provide programming for 3 process areas to be connected under Task #2. Use a remote I/O system (e.g. Rockwell FLEX I/O) in place of PLC	\$2,400
4. Supply, install and configure control systems at McGill Pump Station to match other Pump Stn's (i.e. Rather than replicating screens being used at Plant #2)	\$46,375
5. Rebuild PLC's in Blower Bldg (MCP), Admin/Lab (ICP-01) and Filter Bldg (ICP-02)	\$17,000 (est)

Item	Cost
2019 Project Costs	
Task 1 – SCADA Upgrades to Plant #1	\$169,922
Task 2 – Add Unconnected Buildings	\$130,776
Bonding & Insurance	\$9,000
Subtotal	\$309,698
Engineering	\$42,900
Total 2019 Capital Costs	\$352,598
2020 Costs (Pre-approval)	
Task 3 – Interconnect Plants #1 and #2	\$42,983
Task 4 – Connect Sanitary Pump Stns	\$156,395
Add Extra Items #1, 2 and 3	\$7,900
Additional Bonding & Insurance	\$9,000
Inflation Contingency	\$4,000
Engineering to administer Tasks 3 & 4	\$17,000
Subtotal – Tasks 3 & 4	\$237,278
Task #5 – Connect Storm Pump Stns*	\$141,695
Inflation Contingency	\$2,700
Engineering to Administer Task #5	\$11,600
Subtotal Task #5	\$155,995
Total 2020 Capital – Environmental Services	\$237,278 + 10% Contingency = \$260,000
Total 2020 Capital – Roads & Sewers*	\$155,995 +10% Contingency = \$172,000

***Note:** Storm Sewers are the responsibility of the Roads & Sewers Department and therefore funded via taxes (i.e. not Sewer Reserve)

Summa Engineering scored the highest overall proposal score and was the lowest

cost. They were involved in the SCADA upgrade at Plant #2 as well as the programming components of the blower upgrade and headworks building at Plant #1. This has provided them with a working knowledge of the existing SCADA programs within the Environmental Services Department and they have done acceptable work. While Summa's schedule is the longest of the four proposals, this was not deemed to be a significant factor. There is no pressing need for an expedited completion and the delay would allow the Town to spread the capital costs over a longer period of time. Granting pre-approval for Summa to complete Tasks #3 and #4 in 2020 will permit a more consistent integration of the tasks. Summa Engineering has agreed to hold their bid prices into 2020.

8.0 CONCLUSION

Summa Engineering had the highest evaluation score and was the lowest overall bid. They recently upgraded the SCADA system at Plant #2, so they are familiar with our departmental needs and can provide consistent programming across both facilities and all pumping stations.

9.0 POLICIES AFFECTING THE PROPOSAL
Purchasing Policy

10.0 COMMUNICATION RESULTS
NA


12.0 AUTHORIZATION/SIGNATURES

Approved By:

Stephen Peacock, Chief Administrative Officer
Bill Peebles, Manager of
Laurie Wills, Deputy Director of Public Works

Department:

CAO
Public Works
Public Works

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG
	COMMITTEE OF THE WHOLE Report
To:	Mayor John Henderson and Members of Council
From:	Dean A. Hustwick, Director of Community Services
Date of Meeting:	June 24, 2019 Committee of the Whole Meeting
Title/Subject:	Waterfront Plan – Design and Engineering for East Pier & Campground
Report Date:	June 13, 2019 File #

1.0 STRATEGIC PLAN

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

- *Invest in programs, services and infrastructure to make Cobourg more accessible*
- *Repair and rejuvenate the East Pier*

2.0 PUBLIC ENGAGEMENT

The Waterfront User Needs Assessment and Detailed Design (Waterfront Plan) included extensive public engagement, including surveys with the following results related to the East Pier and the Campground.

East Pier

The most common issues raised during the public consultation pertaining to the East Pier included:

- The pier is an important destination for citizens to view the water;
- Vehicular access is important for those who cannot walk the length of the pier to enjoy its benefits;
- Unique feature of Cobourg’s waterfront;
- Safety is an ongoing concern - structural integrity of pier needs to be addressed;
- Lack of barriers can be a safety concern, especially during special events;
- Access to light house is desired;
- Street racing is a problem during summer months; and,
- Potential as a deep-water dock not fully realized.

The report stated that:

The pier has significant potential as a key attraction, not only on Cobourg's waterfront but along the shore of Lake Ontario. Its size, proximity to Victoria Park Beach, and ability to accommodate large vessels on the west side make it a unique asset with unrealized potential. However, the pier will require significant investment to make it a safe destination to continue and/or expand its use and revenue generating potential from a wide range of events and users.

Nine initiatives pertaining to the East Pier were identified:

- 4.1 Structural repairs
- 4.2 Seating/lookouts
- 4.3 Pedestrian walkway
- 4.4 Infrastructure for charter boats and deep water docking
- 4.5 New Coast Guard building
- 4.6 Food concession / restaurant
- 4.7 Light house improvements
- 4.8 Seasonal closure to motorized vehicles
- 4.9 Electrical upgrades and pedestrian lighting

Survey results:

- 60% of respondents to the survey indicated that they use the East Pier.

Resident Survey

East Pier (Q.11)	Cobourg Residents Only		All Respondents	
	%	#	%	#
Access to the end of the pier and lighthouse should be part of improvement plans.	64% Agree	752	63% Agree	975
The pier should be upgraded and developed into a feature space that is pedestrian and vehicle-friendly and can accommodate special events, entertainment, services for users, etc.	59% Agree	700	59% Agree	907
With the exception of access for emergency vehicles and those needed for special events and to facilitate accessibility, the pier should be a pedestrian-only space.	44% Agree	520	43% Agree	663
No changes should be made to the east pier.	44% Disagree	503	42% Disagree	621

Business Survey

East Pier (Q.28)	Businesses	
	%	#
Access to the end of the pier and lighthouse should be part of improvement plans.	69% Agree	44
The pier should be upgraded and developed into a feature space that is pedestrian and vehicle-friendly and can accommodate special events, entertainment, services for users, etc.	53% Disagree	34
No changes should be made to the east pier.	49% Agree	30
With the exception of access for emergency vehicles and those needed for special events and to facilitate accessibility, the pier should be a pedestrian-only space.	45% Agree	29
Capitalize on the sports fishing industry by providing infrastructure necessary to support a charter fishing/tour boat base of operations along the east pier	40% Agree	25

Campground

Resident Survey

Campground (Q.09)	Cobourg Residents Only		All Respondents	
	%	#	%	#
Land should be made available for development of a waterfront hotel	81% Disagree	948	80% Disagree	1,345
Make the property available in future for needed community facilities (e.g., cultural centre, art gallery, etc.).	65% Disagree	759	64% Disagree	1,075
The space should be converted to a day use/picnic area and special event space to alleviate the pressure on Victoria Park.	63% Disagree	731	62% Disagree	1,035
Consideration should be given to extending the campground's season by providing rental cabins.	61% Disagree	709	57% Disagree	953
The campground should remain in its present use as a trailer park with capital upgrades (e.g., electrical supply, services building, aesthetic improvements, etc.)	56% Agree	658	58% Agree	980

Business Survey

Campground (Q.26)	Businesses	
	%	%
Land should be made available for development of a waterfront hotel.	71% Disagree	49
The space should be converted to a day use/picnic area and special event space to alleviate the pressure on Victoria Park.	68% Disagree	47
Make the property available in future for needed community facilities (e.g., cultural centre, art gallery, etc.).	64% Disagree	44
The campground should remain in its present use as a trailer park with capital upgrades (e.g., electrical supply, services building, aesthetic improvements, etc.).	52% Agree	37
Consideration should be given to extending the campground's season by providing rental cabins.	51% Disagree	35

3.0 RECOMMENDATION

THAT Council receive the staff memo from the Director of Community Services for information purposes; and

FURTHER THAT Council authorize *thinc design* to be engaged for an amount of \$45,000 (plus HST) to conduct public engagement on design options for the East Pier and Campground with the initial costs for this work to be taken from the \$155,000 allocated in the 2019 Capital Budget for design and engineering work for the East Pier, Campground and West Harbour/West Headland/West Beach; and

FURTHER THAT Council direct staff to begin the procurement process for engineering services to develop drawings, costs and tender documents for construction for the East Pier and Campground repairs and improvements based on the preferred designs, and any subsequent additional direction from Council, at the end of the public engagement process; and

FURTHER THAT the additional estimated engineering and construction costs be submitted through the 2020 Budget process.

4.0 ORIGIN

Campground

The Victoria Park Campground is a 3.8-acre parcel of land on Cobourg's central waterfront and consists of 71 serviced R/V sites and 5 unserviced tent sites. There is an on-site sanitary disposal station.

The 2015 Tourism Asset Feasibility Study, which originated from the 2013 Downtown Vitalization Action Plan, was intended to: *Identify current cultural assets and consider potential new cultural assets/activities that will enhance downtown as a multi-day destination.* Emphasis was placed upon identifying the impact of a four-season destination product for downtown Cobourg with a goal of increasing overnight visitation and spending in the downtown.

The report concluded that using the Victoria Park Campground site for a Waterfront Inn and Restaurant was by far the best 'match' between the sites and the list of tourism investment opportunities being considered.

However, during the consultations for the Waterfront Plan, it was determined that there was strong support for the campground to remain in operation in its current location due to both the amenity and revenue it provides. Nevertheless, it was determined that there was also strong opposition by those who feel it is an eyesore. The Waterfront Plan concluded that while there is very little support to use the land for a waterfront hotel, as was proposed in the Tourism Asset Feasibility Study, many people support the idea of phasing out the campground and integrating it with the larger waterfront.

Nevertheless, the recommendation of the Waterfront Plan is to leave the campground, which turns a healthy profit each year, in its current location, and make a number of improvements to help reduce its visual and operational impact on the waterfront. Eight initiatives related to the campground were identified:

- 6.1 Service upgrades at campground (water, sanitary and electrical)
- 6.2 Beach/campground interface improvements
- 6.3 Extend/expand use
- 6.4 Service building upgrades
- 6.5 Registration system upgrades (online) (in process)
- 6.6 Increase rates and revise policies
- 6.7 General landscape improvements
- 6.8 Provide multi-use trail connection around campground perimeter

East Pier

The East Pier dates back more than 180 years and had not been structurally assessed since 2011. On February 15, 2018, the Town announced that the East Pier would undergo a condition assessment and would remain closed to community events and vehicular access until further notice due to:

- age;
- regular appearance of voids in the asphalt surface that require various repairs; and
- extremely high water level of Lake Ontario in 2017 that caused damage to other shoreline structures.

On June 25, 2018, the Town of Cobourg Council awarded a contract to Shoreplan Engineering to conduct an extensive condition assessment on the East Pier.

WHEREAS the Committee of the Whole has considered a report from the Director of Public Works, regarding approval of the re-allocation of funds and award of the East Pier Condition Assessment;

NOW THEREFORE BE IT RESOLVED THAT Council approve the East Pier Condition Assessment to be awarded to Shoreplan Engineering Ltd. to be funded by the re-allocation of funds in the amount of \$48,793.92 including non-refundable HST from the approved 2018 Public Works Capital Parks Walkway Paver Stone replacement Budget in the amount of \$25,000; and

FURTHER THAT the remaining amount be funded from the 2017 East Pier Sink Hole Repair Budget in the amount of \$19,000 and the Waterfront Master Plan surplus funds from the 2018 Parks Capital Budget in the amount of \$4,793.92.

On July 03, 2018, Town of Cobourg Council adopted the Waterfront User Needs Assessment and Detailed Design Plan (Waterfront Plan) and required major projects to undergo additional public consultation and to be brought back to Council for further consideration:

WHEREAS the Committee of the Whole has received a report from the Director of Recreation and Culture and from consulting firm thinc design the Waterfront User Needs Assessment and Detailed Design Plan and presentation; and

WHEREAS the Parks and Recreation Advisory Committee supports the Waterfront User Needs Assessment and Detailed Design Plan as a framework for further planning and decision-making by Council and staff and recommends that the Waterfront User Needs Assessment and Detailed Design Plan be adopted by Council;

NOW THEREFORE BE IT RESOLVED THAT Council adopt the Waterfront User Needs Assessment and Detailed Design Plan; and

FURTHER THAT Municipal Staff consider the Waterfront User Needs Assessment and Detailed Design Plan and bring major recommended projects forward to Municipal Council and public consultation for final determination prior to implementation.

In December 2018, Shoreplan provided the Town with its final East Pier Condition Assessment Report. In January 2019, the Council Coordinator for Parks and Recreation was briefed on the Shoreplan Report and on February 25, 2019, all members of Council received the Report.

Budget Process

On March 12, 2019, four detailed staff memos from the Community Services Division were emailed to Council members on proposed Budget items, including on the following subjects:

- Preliminary Planning for Boat Handling and Storage Services; and
- East Pier Repairs and Enhancements - Design and Tendering.

On March 13, the memos were published on CivicWeb.

On March 14, the Community Services Division Budget proposals for 2019 (as outlined in the previously distributed and published draft municipal Budget documents), were reviewed with Council, including four waterfront capital proposals:

- \$20,000 for a detailed engineering design for a travel lift well;
- \$25,000 for detailed engineering designs for the West Harbour, West Headland and West Beach (pedestrian paths/walkways, naturalization, storage compounds, parking, etc.);
- \$100,000 for design and tender preparation for East Pier repairs and enhancements; and
- \$30,000 for the investigation and design of service (water, sanitary and electrical) improvements and building upgrades.

On April 08, Council approved the following 2019 capital projects with the proviso that they all undergo additional public engagement:

- \$25,000 for detailed engineering designs for the West Harbour, West Harbour and West Headland (pedestrian paths/walkways, naturalization, storage compounds, parking, etc.);
- \$100,000 for engineering and tender preparation for East Pier repairs and enhancements; and
- \$30,000 for the investigation and design of Campground service (water, sanitary and electrical) improvements and building upgrades.

Council had removed the \$20,000 for the travel lift well engineering but stated that the Division could bring the funding request back to Council if it too undergoes additional public consultation.

5.0 BACKGROUND

Campground

The Campground is an important economic pillar for the community that attracts thousands of visitors each year and hundreds of thousands of dollars in economic benefits. However, the campground has not undergone any major improvements for years and with the popularity of large R/Vs, the campground's services are being stretched to the breaking point. For example, during a long weekend in 2018, the electrical system reached its capacity and temporarily left customers without power.

Furthermore, the Waterfront Plan recommends a reconfiguration of the boardwalk in front of the Campground in order to create a buffer between the Campground operations and other beach and waterfront users. The Canadian Coast Guard is also in the process of designing its property for a new facility that aligns with the Waterfront Plan, particularly redesigned pathways.

East Pier

Shoreplan Engineering Limited (Shoreplan) was retained by the town of Cobourg to investigate the condition of the East Pier and delivered its report in December 2018.

Specific deficiencies were noted to be responsible for the sink holes in the deck. The pier was determined to be beyond its design life and the factors contributing to the settlement issues are related to the age of the structure and modifications to the pier that have been completed over the decades.

Shoreplan concluded that if left as is there will be additional deterioration and settlement as time goes on and offered four options intended to mitigate the settlement issues. The report stated that a full replacement of the pier designed to today's standards would be the only way of ensuring an as-new function, but this option was not considered due to the exorbitant costs.

In considering options for repair and remediation of the East Pier, Shoreplan considered intended use as a driving force. Shoreplan recognized that past use included pedestrian and vehicle access for residents and visitors as well as boat lifting for the marina and a Midway for Waterfront Festival.

Shoreplan presented four alternatives for retaining all or some of these functions.

Option 1 - Closed to Traffic and Naturalization

This option considers naturalization of the pier for use as a park space. This option closes the pier to any vehicular traffic. In choosing this option the only permitted use would be pedestrian traffic. You would lose any ability to use the pier for removal and launching of boats in the marina or for operating carnival rides for the local fair.

Naturalization would include removal of the asphalt topping and supporting material down 0.5m and replacement with fill material topped with grass and an asphalt pedestrian path. Natural settlement would still occur as this option does not repair any of the deficiencies discussed in this report. Regular maintenance would be required to address this settlement. However, the settlement would not lead to any serious or safety related consequences. Repairs could likely be carried out by Town's owned forces and part of typical park maintenance.

Option 2 - Replace Top Fill Material

This option retains the current look of the pier while addressing the settlement issues associated [with] poor fill material and poor compaction and attempts to minimize backfill penetration into the lower parts of the pier. It replaces the top 1m of existing fill with proper granular fill material, compacting it to accepted standards. This then allows for repaving of the surface. A geotextile would be used under and around the placed backfill fill and geogrid reinforcing mesh would be incorporated under the paved surface areas for added reinforcement.

This option will mitigate the settlement issues but will probably not eliminate them entirely. Maintenance will be required for occasional settlement however this option will reduce the likelihood of it occurring. As complete stability of the surface cannot be guaranteed it is recommended that access be restricted to pedestrians and small vehicles travelling at low speeds.

Any lifting operations or carnival rides would be prohibited. The one exception would be if localized installation of concrete pads, described under Option 3 below, were adopted. These pads could be specifically designed for their intended use to ensure stability over the long term.

Option 3- Piled Deck

This option leaves the current pier in place but creates a stable concrete deck using a steel piled foundation within its footprint. The concrete deck could span any portion of the pier or the entire pier. In this option we describe a span of 10m in width and the entire length of the existing pier. It could be placed to line with the west side of the existing pier to allow movement of boats in and out of the marina. As it would be supported by a piled foundation it would not be affected by any settlement of the existing structure. As such there would be no restriction for use of this deck.

The remaining foot print of the pier could be naturalized for pedestrian access, as described under Option 1 above. Assuming the 10m wide concrete deck is aligned to the west part of the pier, this would create an approximately 10 to 20m wide area to the east for park space. This area would be subjected to settlement as the removal of asphalt and placement of grass would not repair the deficiencies. Regular maintenance would be required to address future settlement. Option 2 could be also implemented in this area.

Option 4 – Light Vehicle and Naturalization

This option considers a combination of Option 1 and Option 2. It includes a 10m wide paved area on the west side of the pier as described in Option 2 and the naturalization of the remaining area to the east as described in Option 1.

This option allows for light vehicle use on the west, paved area and pedestrian only traffic on the east park space. The park space would include a paved pedestrian pathway.

6.0 ANALYSIS

Some members of Council have expressed their individual preferences that the Town proceeds quickly with a plan to re-open the East Pier. In order to do this most efficiently, within existing budgets and still being able to engage the public in a meaningful consultation process, it is necessary to limit the scope of the project to two waterfront initiatives instead of the original four as presented during Budget deliberations.

Because the Campground, Division Street alterations, waterfront walkway, Coast Guard Station and East Pier are all physically adjacent to each other and interconnected by vehicle, pedestrian and bicycle pathways, as outlined in the Waterfront Plan, it is important to engage the public and design this entire area at the same time. To do otherwise, could result in a less coherent waterfront with future design challenges, and potentially higher costs.

Campground

There are a number of design issues related to the Campground that could impact other parts of the waterfront including the East Pier, such as the re-aligned beachfront walkway, washroom facility and others.

East Pier

The East Pier is a critical and popular part of Cobourg's Waterfront District. Repairs and enhancements are required to beautify the waterfront, allow vehicle access and to enhance the pedestrian experience.

The Waterfront Plan, based on extensive public engagement, recommends mixed pedestrian and vehicle use (pedestrian only during the peak season). This would exclude Shoreplan's Option 1 (pedestrian only) and Option 2 (predominantly vehicle-focused). Option 3 would cost almost \$4 million and only allow heavy use on a small portion of the East Pier (mainly for boat lifting by a crane). Therefore, Option 4 is the logical choice to match the recommendations of the Waterfront Plan. Nevertheless, as part of the new public engagement process, these options will be presented to the public visually through the design process.

While Shoreplan’s options only deal with structural repairs to the East Pier, the Waterfront Plan outlines recommendations to enhance the aesthetic and functional use of the Pier (e.g., landscaping, lighting, railings, seating, etc.).

The public engagement and design work proposed for 2019 will allow staff to bring back a report with recommended designs and revised engineering and construction cost estimates for the 2020 Budget deliberations for both Phase 1 (infrastructure repairs to re-open the East Pier) and Phase 2 (aesthetic and functional enhancements outlined in the Waterfront Plan). Implementation of the construction phases could be spread over a number of years and would be subject to future Budget decisions.

7.0 FINANCIAL IMPLICATIONS/BUDGET IMPACT

2019 Budget:

West Harbour/West Headland/West Beach (Capital Budget page 76 – from debenture)	\$25,000
East Pier (Capital Budget page 77 – from debenture)	\$100,000
Campground (Capital Budget page 78 – from Campground Reserve)	\$30,000
Bang the Table (Operating Budget page 13 – Citizen Engagement)	\$10,000
Total	<u>\$165,000</u>

Estimated Project Costs:

Design & Public Engagement Facilitation:	\$45,000
Bang the Table:	\$10,000
Engineering Services (initial estimates):	
Campground:	\$92,000
East Pier Repairs:	\$105,000*
East Pier Enhancements:	\$104,000*
Contingency:	\$35,000
Total	<u>\$391,000</u>

Estimated Amount Required from 2020 Budget: \$226,000

*Engineering costs for the East Pier could be lower if done at the same time.

Campground

Based on the Waterfront Plan recommendations, Campground improvements were estimated to cost \$911,000 plus \$92,000 in planning and engineering costs:

6.1	Service upgrades at campground (water, sanitary and electrical)	\$200,000
6.2	Beach/campground interface improvements	\$435,000
6.3	All season: extend camping season, introduce all season cottages and host special events	\$150,000
6.4	Washroom building upgrades at campground	\$50,000

6.5	Registration system upgrades (online) for campground	-
6.6	Increase campground rates and revise policies	-
6.7	General landscape improvements at campground	\$25,000
6.8	Provide multi-use trail connection around campground	\$51,000

East Pier - Repairs

Future repair cost estimates were developed by Shoreplan for each option and are summarized below. These estimates exclude design fees and taxes.

Construction Cost Summary

Option 1	Naturalization – Pedestrian Only	\$440,220	Cost/m2 \$ 70.00
Option 2	Asphalt & Fill – Light Vehicle	\$1,091,420	Cost/m2 \$ 173.00
Option 3	Piled Deck & Naturalization (only 10m for Heavy Use)	\$3,795,660	Cost/m2 \$ 602.00
Option 4	Naturalization & Light Vehicle	\$719,180	Cost/m2 \$ 114.00

Shoreplan's estimates are only for infrastructure improvements and some naturalization and are very similar to the estimates provided by *thinc design* in its Waterfront Plan of \$700,000, as outlined below, plus \$105,000 in planning and engineering costs.

4.1	Structural repairs to the East Pier (phase 1)	\$500,000
4.1	Structural repairs to East Pier (phase 2)	\$200,000

*Further work needs to be completed, both during the design and engineering processes, to assess needs and costs related to potential improvements and extensions of utilities to the East Pier.

East Pier – Enhancements

The Waterfront Plan also outlines estimated costs for East Pier enhancements, beyond the structural repairs, of \$1,031,000, as outlined below, plus \$104,000 in planning and engineering costs.

4.2	Seating/lookouts	\$145,000
4.4	Charter boat and deep water docking	\$130,000
4.3	Pedestrian walkway	\$380,000
4.6	Food concession/restaurant	\$20,000
4.8	Seasonal closure of pier to motorized vehicles (signage)	\$1,000
4.9	Electrical upgrades and pedestrian lighting	\$250,000
5.4	Accessibility enhancements (from East Pier to Victoria Beach)	\$105,000

8.0 CONCLUSION

During Budget deliberations, four components of the Waterfront Plan were put forward by staff to begin implementing the recommendations: East Pier, Campground, Boat Handling Equipment and the West Harbour/West Headland/West Beach. The latter two components are very much integrated because of boat storage, water access, path systems and parking.

Council directed staff to carry out additional public engagement before implementing those initiatives. Since then, staff have been working across divisions and with *thinc design*, the consulting company that led the development of the Waterfront Plan, to develop a public engagement plan for these components and an overall project timeline for completing these initiatives.

Because of the amount of time required both to develop design options to facilitate a meaningful public engagement process and to carry out that process, along with the added costs, it is recommended that the Town proceed at this time with only two of the original Waterfront Plan budget components (East Pier and Campground) in order to be ready to proceed with construction of at least the East Pier in 2020, subject to funding in the 2020 Budget.

Public engagement, design and engineering for boat handling and the West Headland/West Beach can be considered for the 2020 Budget. At that time, we will likely recommend hiring a third-party, independent facilitator experienced in dealing with more challenging and controversial public issues in a fair and transparent manner.

Public Engagement

In order to proceed immediately with public engagement, and thereby have a reasonable probability of being ready for possible construction in 2020, it will be necessary to bring back *thinc design* to develop design options that can be used for both on-line and in-person public engagement. The company conducted the previous public engagement and wrote the Waterfront Plan and, therefore, is intimately familiar with local issues, stakeholders and design issues. Without *thinc design*, the timeline (Appendix A) would need to be extended by at least two months.

The public engagement process will include the following milestones:

- Develop design options for the Campground and East Pier
- Open House #1
- Develop preferred design options for both assets
- Open House #2
- Prepare final designs and write final Engagement Report
- Present Report to Council

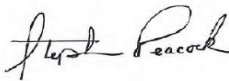
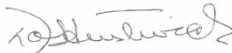
Supplementing this approach, will be the first use of *Bang the Table*, an online community engagement platform that provides the opportunity to give more people access to information and to enable them to have their say on public issues. It helps to drive inclusive, transparent and measurable community engagement processes that empower collaborative learning, discussion, and debate. As part of a broad engagement approach, *Bang the Table* will help to forge constructive relationships between the citizens of Cobourg and their municipal government.

9.0 POLICIES AFFECTING THE PROPOSAL

- Public Engagement Policy
- Purchasing Policy

10.0 COMMUNICATION RESULTS

The public engagement process will focus on repair and enhancements options for the East Pier and the Campground and deliver to Council a final report with preferred design options and revised cost estimates for the next step of engineering and tendering.

Title:	Signing Official:	Signature:
Chief Administrative Officer	Stephen Peacock	
Director, Community Services	Dean Hustwick	

Appendix A

Waterfront Plan – Design and Engineering for East Pier & Campground Preliminary Project Timeline June 13, 2019

Step 1a – Develop Design Options (June – September)

- Develop Public Engagement Plan & Stakeholder Map
- Develop on-line interactive platform (Bang the Table)
- Develop Design Options for the following:
 - East Pier:
 - Drawings of each of the four “repair” options:

Option 1	Pedestrian Only (no vehicle use)
Option 2	Light Vehicle Use Only (very limited pedestrian)
Option 3	Pedestrian & Limited Heavy Vehicle Use
Option 4	Pedestrian and Limited Light Vehicle Use

- Three Design Options for “enhancements” (pedestrian/bicycle paths, roadway, parking, lighting, seating, etc. – incorporate proposed changes to Coast Guard building/property)
- Campground
 - Three Design Options for repairs and enhancements (boardwalk/pathway reconfiguration, campsite reconfiguration, new administration office, washrooms, utility/services upgrades, etc.)

Step 2 – Open House #1 – Present design options for public feedback (early September) –

- Online Feedback (Bang the Table) – available for two weeks following Open House #1

Step 3 – Draft Preferred Options (October)

- Develop Preferred option for each project based on public feedback

Step 4 – Open House #2 - Present preferred option for each project (early October)

- Online Feedback (Bang the Table) – available for two weeks following Open House #2

Step 5 – Final Engagement Report, Preferred Option Concept Plan and Preliminary Estimates Presented to Council (November)

Step 6 – Budget Deliberations (November – January 2020)

Step 7 – Procure Engineering Services (November – January 2020)

- Develop Terms of Reference for separate Request For Proposals (RFP) (November) based on preferred solutions for East Pier and Campground – Shoreplan will be required to assist, possibly others (depends on whether we tender for just the East Pier or also for the Campground)
- Issue RFP(s) (December)
- Evaluate RFP submissions and report to Council (January 2020)


Step 8 – Preliminary Engineering Drawings & Costs (February – May)

- Costs of engineering and inspection of works depends on the requirements of the preferred concept. Typically, 10% of the construction costs are required to cover this work.

Step 9 – Final Engineering Drawings, Costs and Tender Documents (May – July)

Step 10 – Tender Construction Project (August – September)


Step 11 – Project Start-up and Construction (September – May 2021 – depends on complexity of final design, weather, permits, fisheries requirements)

	COMMUNITY SERVICES DIVISION MEMORANDUM	
	PARKS & RECREATION ADVISORY COMMITTEE	
TO:	Brent Larmer, Municipal Clerk	
FROM:	Jodi Ware-Simpson, Secretary	
DATE OF MEETING:	June 4, 2019	
REPORT TITLE/SUBJECT:	Motion to Council Regarding An Outdoor Adult Fitness Park	

The following motion was approved at the June 4, 2019 meeting of the Parks and Recreation Advisory Committee:

THAT Council accept for information purposes the Outdoor Adult Fitness Park report that was presented to the Parks and Recreation Advisory Committee at its June 04, 2019 meeting; and

FURTHER THAT Council consider the concept and determine potential timelines for implementation.

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG	
	COMMITTEE OF THE WHOLE STAFF REPORT	
TO:	Mayor and Council	
FROM: TITLE:	Dave Hancock Chief Building Official	
DATE OF MEETING:	June 24, 2019	
TITLE / SUBJECT:	Request for an Exemption to Sign By-law 008-2009 McDonalds – 805 William Street	
REPORT DATE:	June 10, 2019	File #:

1.0 CORPORATE STRATEGIC PLAN OBJECTIVE

N/A

2.0 RECOMMENDATION

To allow six (6) additional fascia signs, for a total of 13.55 square meters of signage on 805 William Street.

One (1) additional fascia signs on the north exposure (parking lot) and two (2) additional fascia sign on the east exposure and three (3) additional signs on the south exposure.

3.0 PUBLIC ENGAGEMENT

There is no requirement for public engagement or notification of the request for a Sign By-Law exemption, however the staff report on the matter is being considered by Council in an open public session, with the Agenda being published at least 10 days in advance of the meeting.

4.0 ORIGIN AND LEGISLATION

The Building Department received a revised letter dated May 22, 2019 requesting an exemption from the Sign By-law #8-2009 Section 14 sub section 4(b)(1)(2)(4) for 805 William Street from Dorothy Pearce, Senior Project Manager from Permit World, on behalf of McDonalds Corporation.

5.0 BACKGROUND

A sign permit application was received from Dorothy Pearce of Permit World on behalf of the applicant – McDonalds - in January 2019 for 805 William Street. According to the 2018 tax roll the Owner of the property is listed as McDonalds Restaurants.

The original application was to install eight (8) fascia signs on the building.

This application was declined as per Section 14(4)(b)(1)(4) and Sec 5(13) of the Sign By-law 008-2009. An e-mail was sent to the applicant on February 11, 2019 with an explanation.

The Building Department received a revised sign permit application for two (2) fascia signs on May 10, 2019.

A permit was granted on May 14, 2019 allowing two (2) fascia signs – One sign on the north face (parking lot) “M Arches” logo and one sign on the east face (William Street) “McDonald’s” channel letters.

The current Sign By-law exemption letter, dated May 22, 2019, is for an additional six (6) fascia signs.

6.0 ANALYSIS

In accordance to the Sign By-law 008-2009, as amended,

Section 14(4)(b)(1) States in Commercial SC and DC Zones the following signs only shall be permitted: One non-illuminated or illuminated fascia sign per business indicating the name and/or the use of the business

Section 14(4)(b)(4) Despite the provisions of Section 14 (a) and (b) above in Commercial, SC and DC Zones, the maximum number of signs (whether stationary awnings, fascia, free standing or sandwich board signs, that may be erected or displayed by or on behalf of any business shall be three(3)

The current trend, with respect to corporate branding, is to locate multiple signage on a building facade. This trend is currently not reflected in our existing Sign By-law 008-2009 which only permits one fascia sign per business indicating the name and/or the use of the business.

The sign by-law exemption request for six (6) additional fascia signs are as follows; The combined area of signage is minimal, covering a total of 13.55 square meters.

North Elevation (Parking Lot)

"Playplace" channel letters- (illuminated)

East Elevation (William Street)

"M" arches logo (illuminated)

"McCafe" sign box (illuminated)

South Elevation:

Pay Here (non-illuminated)

Pick-up Here (non-illuminated)

McDonalds channel letters (illuminated)

7.0 FINANCIAL IMPLICATIONS/STAFFING/BUDGET IMPACT

There are no financial implications expected as a result of the proposal. The installation, maintenance and any required removal of fascia signs, will be the responsibility of McDonalds and or the owner of 805 William Street.

8.0 CONCLUSION

Based on the review of the Sign By-law exemption request within the context of the Town of Cobourg Sign By-law, it is my opinion that the proposed exemption request to erect Six (6) additional fascia sign is not obtrusive and should be permitted.

9.0 POLICIES AFFECTING THE PROPOSAL

N/A

10.0 COMMUNICATION RESULTS

Council decision to be sent to the applicant.

11.0 ATTACHMENTS

Attachment A – Correspondence from Permit World

Attachment B – Site Plan and Design Drawings

12.0 AUTHORIZATION ACKNOWLEDGMENT (SENIOR MANAGEMENT/CAO)



Stephen Peacock
Chief Administrative Officer



Dave Hancock
Chief Building Official

Permit World

33 Young St. East, Unit 1, Waterloo, ON N2J 2L4 519-585-1201 519-208-7008 (fax)

May 22, 2019

Town of Cobourg
55 King Street West
Cobourg, ON K9A 2M2
Attn: Brent Larmer

Re: Sign Bylaw Exemption for McDonald's, 805 William Street

Dear Mr. Larmer:

Please accept our request for a Sign Bylaw Exemption for six (6) additional wall signs at the above property, located within a DC5 Zone.

The following exemption has been identified:

Section	Requirement	Proposal
(4) Commercial Zones (b) Commercial, SC and DC Zones (1) and (4)	(1) One non-illuminated or illuminated fascia sign per business indicating the name and/or the use of the business (4) Despite the provisions of Section 14 (4) (a) and (b) above in Commercial, SC and DC Zones the maximum number of signs (whether stationary awnings, fascia, freestanding or Sandwich Board Signs) that may be erected or displayed by or on behalf of any business shall be three.	Sign proposal package includes six (6) illuminated and non-illuminated wall signs in addition to the two (2) permitted wall signs previously approved. The freestanding sign will remain Unchanged.

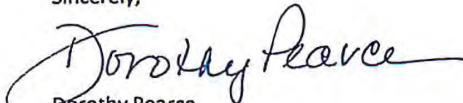
McDonald's is currently undergoing a building renovation and upgrade to current corporate standards. The proposed additional signs are consistent with the national corporate image, and provide information regarding services and products available at the site.

In the past, prior to renovation, there were four (4) wall signs and one (1) freestanding sign at this location. The four wall signs have been removed, and after the renovation is complete, will be replaced with two (2) new wall signs. The freestanding sign will remain unchanged. The six (6) proposed additional signs will provide brand support for McDonald's, and are an integral part of the redevelopment of the property.

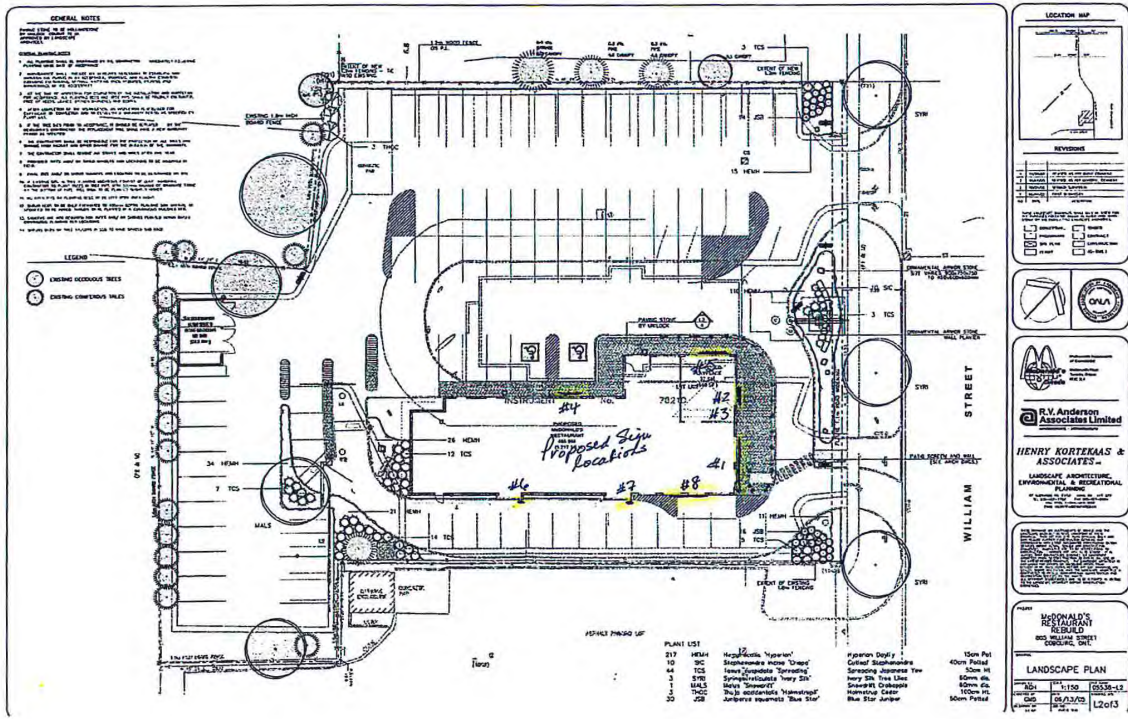
The renovation of the premises will provide a more modern aesthetic that will be consistent with other restaurants in the immediate vicinity, but will not alter the essential character of the surrounding commercial area. The signs will not adversely affect public safety, and will be located 100% on private property.

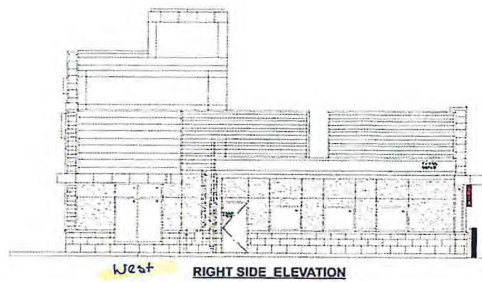
We respectfully request your support in this matter. If you require additional information or have any questions, please contact the undersigned.

Sincerely,

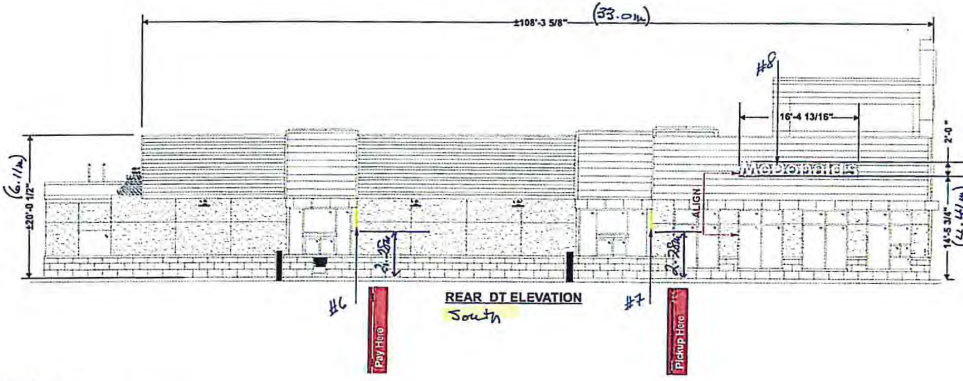


Dorothy Pearce
Senior Project Manager





West RIGHT SIDE ELEVATION



REAR DT ELEVATION South

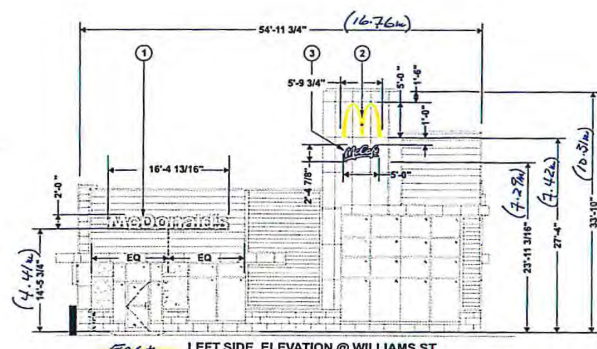
DK1-41086	
ELEVATIONS	
Installation:	Interior: <input type="checkbox"/> Exterior: <input checked="" type="checkbox"/>
# Description:	
#1	24\"/>
#2	NON-ILLUMINATED PULL FORWARD DT WINDOW SIGNS SEE DRAWINGS MCD189KX007, MCD189KX013

Notes:
-ADDITIONAL WALL SUPPORT/BACKING BEHIND SIGN AREA SUPPLIED BY OTHERS

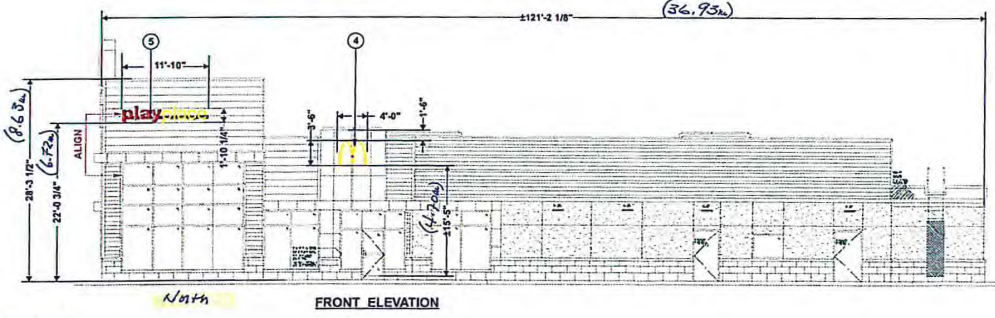
Date: / /
Customer Approval:

Tel: (500) 735-9166 | Fax: (977) 717-1134 | Toll Free: 1-800-511-9799
 Client: MC DONALD'S STORE # 3548
 Site: 805 WILLIAM ST., COBOURG, ON
 Consultant: SHAHIN FARAJI
 Draftsman: CLAUDIA VOGT | Date: 10.09.2011
 Page: 2/2 | Scale: 1/32" = 1'-0"

ISO 9001:2008 Certified Enterprise



LEFT SIDE ELEVATION @ WILLIAMS ST.



FRONT ELEVATION

DK1-41086	
ELEVATIONS	
Installation:	Interior: <input type="checkbox"/> Exterior: <input checked="" type="checkbox"/>
Disciplines:	
1	24" ILLUMINATED MCDO CHANNEL LETTERS ON RACEWAY SEE MCD1C4D7144 SQUARE FOOTAGE: 32.80 FT'
2	60" ILLUMINATED ARCHES LOGO SIGN MCD1S4D7037 SQUARE FOOTAGE: 29.65 FT'
3	60" ILLUMINATED MCGCAFE SIGNATURE SIGN SEE MCD1S9C7012 SQUARE FOOTAGE: 12.03 FT'
4	42" ILLUMINATED ARCHES LOGO SIGN MCD1S4D7036 SQUARE FOOTAGE: 14.23 FT'
5	ILLUMINATED PLAYPLACE CHANNEL LETTERS SEE MCD1C4D7144 SQUARE FOOTAGE: 28.59 FT'


Notes:
- ADDITIONAL WALL SUPPORT/BACKING BEHIND SIGN AREA SUPPLIED BY OTHERS



Date: _____
Customer Approval: _____
www.pattisonsign.com

Tel: (905) 735-5506 | Fax: (977) 737-3734 | Toll Free: 1-800-561-9798
Client: MC DONALD'S STORE # 3548
Site: 165 WILLIAM ST., COBBOURG, ON
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	THE CORPORATION OF THE TOWN OF COBOURG
	SUSTAINABILITY & CLIMATE CHANGE ADVISORY COMMITTEE
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Robyn Bonneau, Secretary
MEETING DATE:	June 5, 2019
SUBJECT:	Rights to Water and Sanitation, Banning/Phasing out of Bottled Water, and Water Bottle Filling Stations Motions

The following Motion was adopted at the June 5, 2019 Sustainability & Climate Change Advisory Committee (SCACC) Meeting:

Moved by Member P. Hartwig:

THAT the SCACC endorses the concept of Blue Communities which advocates the elimination of single use water bottles, as they pertain to environmental stewardship, social responsibility and economic resilience, and recommends that the Municipal Council of the Town of Cobourg accept the following three (3) Motions:

1. Motion to Recognize the Rights to Water and Sanitation;
2. Motion to Ban or Phase-out the Sale of and Use of Bottled Water in Municipal Facilities and Municipal Events; and
3. Motion to Budget for the Installation of Outside Water Filling Stations.

CARRIED

Motion #1: Motion to Recognize the Rights to Water and Sanitation

WHEREAS the Blue Communities Project Resolution on the human rights to water and sanitation call on the federal and provincial governments to enshrine these rights in federal and provision laws; and

WHEREAS nearly 750 million people around the world do not have access to clean drinking water, 4 billion people face severe water scarcity and 2.5 billion people do not have adequate sanitation; and

WHEREAS Indigenous communities in Canada have been disproportionately affected by lack of access to safe drinking water and sanitation; and

WHEREAS on July 28, 2010, the United Nations General Assembly passed a resolution recognizing the human rights to water and sanitation; and

WHEREAS on September 23, 2011, the United Nations Human Rights Council passed a resolution on the human right to safe drinking water and sanitation and called on governments to take concrete action by developing plans of action, establishing monitoring and accountability mechanisms, and ensuring affordable services for everyone; and

WHEREAS the Canadian Union of Public Employees and the Council of Canadians have asked Canadian municipalities to assist in their effort to have the federal government protect water and sanitation as human rights;

WHEREAS recognizing the rights to water and sanitation is one of three steps needed to declare The Town of Cobourg a Blue Community;

THEREFORE BE IT RESOLVED THAT the Town of Cobourg recognizes and affirms that water and sanitation services are fundamental human rights; and

FURTHER THAT the Town of Cobourg will call on the federal and provincial governments to enshrine the human rights to water and sanitation in federal and provincial laws; and

FURTHER THAT that the Town of Cobourg will call on the Government of Canada to develop a national plan of action to implement the human rights to water and sanitation.

Motion #2: Motion to Ban/Phase-out the Sale of and Use of Bottled Water in Municipal Facilities and Municipal Events

WHEREAS the Town of Cobourg operates and maintains a regulated and sophisticated water treatment and distribution system that meets some of the most stringent water quality requirements in the world; and

WHEREAS the regulatory requirements for monitoring water quality contained in single-use bottled water are not as stringent as those that must be met by the Town of Cobourg; and

WHEREAS single-use bottled water is up to 3,000 times more expensive than water from the tap in the Town of Cobourg, even though bottled water can originate from municipal water systems; and

WHEREAS resource extraction, packaging and distribution of single-use bottled water creates unnecessary air quality and climate change impacts, consumes unnecessary resources, such as oil in the manufacturing of plastic bottles and fuel used in the transportation of bottled water to the consumer, and creates unnecessary recycling and waste disposal costs; and

WHEREAS the Town of Cobourg's tap water is safe and accessible to residents and visitors, is readily available at most indoor public facilities, and is substantially more sustainable than bottled water; and

WHEREAS when access to municipal tap water does not exist, bottled water can be an appropriate alternative; and

WHEREAS banning the sale and provision of bottled water in municipal facilities and at municipal events is one of three steps needed to declare the Town of Cobourg as a Blue Community;

THEREFORE BE IT RESOLVED THAT, where access to municipal tap water exists, single-use bottled water will no longer be sold in municipal facilities, from municipally-owned or municipally administered concessions, or from vending machines in public facilities; and

FURTHER THAT single-use bottled water will no longer be purchased and provided at municipal meetings, events or work performed outdoors where access to municipal water exists; and

FURTHER THAT the availability of water jugs or water stations with municipal water will be increased at municipally-organized meetings and events (until such time that water bottle filling stations be implemented in the Town of Cobourg in public spaces); and

FURTHER THAT a staff and public awareness campaign will be developed to support the rationale for these changes; and

FURTHER THAT staff develop an implementation schedule with time-lines that includes an assessment of access to tap water at municipal facilities; and

FURTHER THAT staff provide a progress report at regular intervals.

Motion #3: Motion to Budget for the Installation of Outside Water Filling Stations

THAT Council include the installation of outside water filling stations in the 2020 Budget to allow a fast and convenient way for citizens and tourist to obtain drinking water in the Town of Cobourg and to promote the use of refillable water bottles.

Further to the above Lakefront Utility Services Inc. has demonstrated support in the installation of outdoor water filling stations units in the Town of Cobourg. However, the cost of operations would be required to be included in the Town's Budget. The cost of installing water filling stations are approximately \$3,500 - \$4,500 per unit, in addition to the cost of installation.