



Bruce County Council Agenda

Date: October 1, 2020
Time: 9:30 a.m.
Location: Electronic (Remote) Meeting

Chair: Warden Mitch Twolan

1. Call to Order
2. Roll Call
3. Declaration of Pecuniary Interest
4. Confirmation of Council Minutes

- September 3, 2020

5. Communications

- a. Niagara Region

Resolution requesting that:

- the Government of Ontario prioritize children and child care as part of our overall post-pandemic recovery plan;
- the Government of Ontario develop, adequately fund and release publicly a comprehensive plan that can support families through the provision of licensed child care and early learning education; and
- the Government of Ontario and the Government of Canada work collaboratively to develop a national Child Care Strategy to make child care an essential part of our public infrastructure that can support and expedite economic recovery.

- b. Resolution re: COVID-19 Funding Support

- Township of Puslinch

- Township of Amaranth

c. Municipality of Tweed

Resolution requesting that immediate action be taken by all levels of Government for medical cannabis licencing to follow similar regulations and guidelines as all other pharmaceutical industries

d. Letter from Mayor Robert Buckle

Re: Update on the Deep Geological Repository (DGR) Project

e. Gravenhurst

Re: supporting Huron-Kinloss resolution regarding Emancipation Day in Canada.

f. Wollaston Township

Re: requesting the Minister of Municipal Affairs and Housing, to review the Municipal Elections Act

g. Town of Amherstburg

Re: AODA Website Compliance Extension Request

h. Town of Amherstburg

Re: Request for Amendments to Bill 108 - The Ontario Heritage Act

i. Support of Long Term Care Facility Inspection

- Township of Amaranth
- North Glengarry

j. Loyalist Township

Re: requesting the Ministry of Transportation to support the Canadian Ferry Association's request that ferries be considered part of the local transit system and that lost revenue be eligible for reimbursement / that a portion of federal (pandemic) funds be allocated to municipal transportation ferry revenue loss and ferry expenditures resulting from the pandemic

6. Delegations

7. Reports from Staff

8. Inquiries and Announcements

9. Minutes

September 3, 2020

- Corporate Services Committee
- Executive Committee
- Homes Committee
- Human Services Committee
- Museum Committee
- Paramedic Services Committee
- Workplace Engagement Services Committee

September 17, 2020

- Executive Committee
- Planning and Development Committee
- Transportation and Environmental Services Committee
- Workplace Engagement Services Committee

10. Notice of Motion

11. Other Business

12. By-laws

By-law 2020 - 061 - a by-law to appoint Harold G. Elston as Integrity Commissioner for the Corporation of the County of Bruce

By-law 2020 - 062 - a by-law to authorize the execution of a Funding Agreement between the Corporation of the County of Bruce and Russell Meadows Non-Profit Accommodations for the Canada-Ontario Community Housing Initiative's repair component

By-law 2020 - 063 - a by-law to authorize the execution of a Funding Agreement between the Corporation of the County of Bruce and Formosa Seniors Non-Profit Housing Corporation for the Canada-Ontario Community Housing Initiative's repair component

By-law 2020 - 064 - a by-law to delegate certain matters related to Consents, Part Lot Control By-laws passed by Local Municipalities, Validation Certificates and Local Official Plans and Local Official Plan Amendments

By-law 2020 - 065 - a by-law to authorize the execution of an Agreement between the Corporation of the County of Bruce and Call2Recycle for the Consumer Battery Collection

Program

By-law 2020 - 066 - a by-law to temporarily close the Arran Township Shed Bridge (Invermay), Bridge ID 270050, for the 2020 - 2021 winter season

By-law 2020 - 067 - a by-law to confirm proceedings of the Council of the County of Bruce at its meeting held the 1st day of October, 2020

13. Adjournment



Bruce County Council Minutes

September 3, 2020
Electronic (Remote) Meeting

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Sandra Datars Bere, Chief Administrative Officer Edward Henley, Director of Corporate Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation and Environmental Services Kara Van Myall, Director of Planning and Development	Donna Van Wyck, Clerk Darlene Batte, Deputy Clerk Susan Petrik, Director of Workplace Engagement Services Steve Schaus, Director of Paramedic Services Brooke McLean, Director of Library Services Jaron Kerr, Infrastructure and Operations Manager

1. Call to Order

The meeting of Bruce County Council was called to order at 9:30 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Confirmation of Council Minutes

Moved by Councillor Anne Eadie
Seconded by Councillor Luke Charbonneau

That the minutes of the August 6, 2020 Council Session be adopted as circulated.

Carried

4. Communications

a. Ontario Coalition for Better Child Care

Re: 20th Annual Child Care Worker and Early Childhood Educator
Appreciation Day, October 22, 2020

Referred to the Human Services Committee

b. Support for Private Member's Bill M-36 - Emancipation Day

- Town of Amherstburg
- City of Owen Sound
- Gore Bay
- Fort Erie

c. Funding and Inspections for Long Term Care Homes

- City of Port Colborne
- Township of South Glengarry

d. West Grey

Re: Anti-racism resolution

e. Township of Huron-Kinloss

Re: request to Province of Ontario to undertake a review of the Farm
Property Tax Class Rate Program

f. Association of Ontario Road Supervisors

Recognizing Jerry Haan for his recent Certified Road Supervisor
certification.

g. Town of Gore Bay

Re: Support of COVID-19 funding

h. St. Catharines

Re: Support to the City of Toronto in their Legal Challenge of the Amendments made under Bill 184, Section 83

i. City of Port Colborne

Re: Endorsement of Bill 164 - Protecting Vulnerable Persons in Supportive Living Accommodation Act, 2019

j. Proclamation of the Reopening of Ontario (A Flexible Response to COVID-19) Act, 2020

5. Delegations

There were no delegations.

6. Reports from Staff

There were no reports from staff.

7. Inquiries and Announcements

There were no inquiries and announcements.

8. Minutes

Robert Buckle, Councillor joined the meeting at 9:32 am.

Moved by Councillor Robert Buckle

Seconded by Councillor Luke Charbonneau

That the minutes of the following meetings be approved:

August 6, 2020

- Corporate Services Committee
- Executive Committee
- Homes Committee
- Human Services Committee
- Museum Committee
- Paramedic Services Committee
- Workplace Engagement Services Committee

August 13, 2020

- Executive Committee
- Planning and Development Committee
- Transportation and Environmental Services Committee

Carried

9. Notice of Motion

There was no Notice of Motion.

10. Other Business

There was no Other Business.

11. By-laws

Moved by Councillor Anne Eadie

Seconded by Councillor Steve Hammell

That the following by-laws be approved:

By-law 2020-053 - a by-law to govern the proceedings of the Council and Committees of the Corporation of the County of Bruce

By-law 2020-054 - a by-law to adopt Amendment Number C-2020-013 to the County of Bruce Official Plan

By-law 2020-055 - a by-law to Adopt Amendment Number C-2020-011 to the County of Bruce Official Plan

By-law 2020-056 - a by-law to authorize the execution of the Transfer of Easement over Parts 2, 3, and 7 on Registered Plan 3R-10097, being the former Bruce Road 1 in the Municipality of Brockton in favour of Hydro One Networks

By-law 2020-057 - a by-law to stop up and close the former Bruce Road 1 road section from Highway 9 in the Hamlet of Kinloss, northerly approximately 564 meters, and described as Parts 1, 2, 3, 4, 5, 6, and 7 on Registered Plan 3R-10097; being Part of PIN 33231-0001(LT)

By-law 2020-058 - A by-law to authorize the execution of the 2020 Acknowledgement and Consent associated with the Armow Wind Agreement, dated July 3, 2014, between the Corporation of the County of Bruce and SP Armow Wind Ontario LP

By-law 2020-059 - a by-law to authorize temporary borrowing of money to meet the current expenditures for the year 2020

By-law 2020-060 - a by-law to confirm the proceedings of the Council of the County of Bruce at its meeting held the 3rd day of September, 2020

Carried

12. Adjournment

Moved by Councillor Anne Eadie

Seconded by Councillor Janice Jackson

That the meeting of Bruce County Council adjourn at 9:35 a.m. and will meet again remotely on Thursday, October 1, 2020 at 9:30 a.m.

Carried

Milt McIver, Acting Warden

Donna Van Wyck, Clerk

September 1, 2020

Council Session CL 15-2020, August 13, 2020

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

SENT ELECTRONICALLY

**RE: Motion – Child Care
Minute Item 11.1 CL 15-2020, August 13, 2020**

Regional Council, at its meeting held on August 13, 2020, passed the following resolution:

WHEREAS the Region of Niagara and Niagara's twelve local area municipalities jointly declared a state of emergency on April 3, 2020 to protect the health of our communities;

WHEREAS the COVID-19 pandemic has taken a destructive toll on Niagara's economy, resulting in business closures, job losses or a reduction of wages for Niagara residents and families;

WHEREAS women have been disproportionately impacted by these economic impacts, or have had to leave the labour market altogether in order to provide child care or home-schooling;

WHEREAS the provision of child care benefits employers, is proven to support economic recovery, but also leads to greater workforce participation by women and supports their return to the workforce;

WHEREAS the economic recovery of the Niagara Region and Ontario is dependent on families having access to safe, reliable, and affordable child care that incorporates early learning principles; and

WHEREAS a 2012 study on the economic value of child care identified that every dollar invested in child care in Ontario has a direct regional economic output of \$2.27.

NOW THEREFORE BE IT RESOLVED:

1. That the Niagara Region **REQUEST** that:

- a. The Government of Ontario prioritize children and child care as part of our overall post-pandemic recovery plan;
- b. The Government of Ontario develop, adequately fund and release publicly a comprehensive plan that can support families through the provision of licensed child care and early learning education; and
- c. The Government of Ontario and the Government of Canada work collaboratively to develop a National Child Care Strategy to make child care an essential part of our public infrastructure that can support and expedite economic recovery; and

2. That this motion **BE CIRCULATED** to those upper and single tier municipalities who are designated by the province as municipal service managers for childcare and local area MPPs and MPs.

Yours truly,



Ann-Marie Norio
Regional Clerk

CLK-C 2020-185

Distribution List:

The Right Honorable Justin Trudeau, Prime Minister of Canada
Chris Bittle, MP - St. Catharines
Dean Allison, MP - Niagara West
Vance Badawey, MP - Niagara Centre
Tony Baldinelli, MP - Niagara Falls
Jennifer Stevens, MPP - St. Catharines
Jeff Burch, MPP - Niagara Centre
Wayne Gates, MPP - Niagara Falls
Sam Oosterhoff, MPP - Niagara West-Glanbrook
Clerk, City of Brantford
Clerk, City of Cornwall
Clerk, City of Greater Sudbury
Clerk, City of Hamilton
Clerk, City of Kawartha Lakes
Clerk, City of Kingston
Clerk, City of London
Clerk, City of Ottawa

Clerk, City of Peterborough
Clerk, City of St. Thomas
Clerk, City of Stratford
Clerk, City of Toronto
Clerk, City of Windsor
Clerk, Counties of Leeds & Grenville
Clerk, Counties of Prescott and Russell
Clerk, County of Bruce
Clerk, County of Dufferin
Clerk, County of Grey
Clerk, County of Hastings
Clerk, County of Huron
Clerk, County of Lambton
Clerk, County of Lanark
Clerk, County of Norfolk
Clerk, County of Northumberland
Clerk, County of Oxford
Clerk, County of Renfrew
Clerk, County of Simcoe
Clerk, County of Wellington
Algoma District Services Administration Board
Cochrane District Social Services Administration Board
Kenora District Services Board
Manitoulin-Sudbury District Services Board
Clerk, District of Muskoka
District of Nipissing Social Services Administration Board
District of Parry Sound Social Services Administration Board
Rainy River District Social Services Administration Board
District of Sault Ste. Marie Social Services Administration Board
Thunder Bay District Social Services Administration Board
District of Timiskaming Social Services Administration Board
Clerk, Municipality of Chatham-Kent
Prince Edward-Lennox and Addington Social Services
Clerk, Regional Municipality of Durham
Clerk, Regional Municipality of Halton
Clerk, Regional Municipality of Peel
Clerk, Regional Municipality of Waterloo
Clerk, Regional Municipality of York



RE: Town of Gore Bay - COVID-19 Funding Support Resolution

Please be advised that Township of Puslinch Council, at its meeting held on September 2, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Resolution No. 2020-242:

Moved by Councillor Bulmer and
Seconded by Councillor Sepulis

That the Consent Agenda item 6.15 Town of Gore Bay - COVID-19 Funding Support Resolution be received; and

That Council direct staff to send support of the City of Oshawa resolution to Hon. Ted Arnott, Prime Minister Trudeau, Premier Ford, and all Ontario Municipalities.

CARRIED

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,
Courtenay Hoytfox
Deputy Clerk

File: A-2100

June 26, 2020

DELIVERED BY EMAIL

The Right Honourable Justin Trudeau,
Prime Minister of Canada
Email: justin.trudeau@parl.gc.ca

The Honourable Doug Ford,
Premier of Ontario
Email: premier@ontario.ca

Re: COVID-19 Funding

Oshawa City Council considered the above matter at its meeting of June 22, 2020 and adopted the following recommendation:

“Whereas on March 11, 2020, the World Health Organization and the Canadian Government declared COVID-19 a global pandemic; and,

Whereas on March 12, Ontario ordered schools closed and by March 17, began a more extensive shut down; and,

Whereas the pandemic has led to the closure of public spaces and the cancellation of events around the world throughout the country our province and right here within our own community, causing great stress on the arts sector; and,

Whereas local cultural organizations such as the Oshawa Folk Arts Council representing over 13 member clubs and organizations, as well as the many local service groups such as the Oshawa Rotary Club, have all been forced to cancel major events (i.e. Fiesta Week; Rib Fest; etc.) which historically contribute in large part to the fundraising and operational financing efforts of these sociocultural entities; and,

Whereas the Government of Canada and the Province of Ontario have committed they through the Canada Council for the Arts will continue to work with the Government of Canada, as well as provincial, territorial, and municipal partners, to ensure the strength of the sector; and,

Whereas at present, the Canada Council's for the arts priorities as are our collective governing priorities are to ensure the health and safety of people across Canada and around the world and to work towards the sustainability and recoverability of the arts sector; and,

Whereas a significant period has past without further indication as to what tools, funding measures, or financial support our local social cultural, service clubs, and children/youth minor sporting originations can readily access to help support their operating costs and programming,

Therefore be it resolved:

1. That the Federal, Provincial, and Regional Government help local municipalities assist their local social cultural, service clubs, and children/youth minor sporting originations with clear and definitive relief funding programs directed to help sustain the afore mention groups through these trying times inflected on them by the affects of COVID-19; and,
2. That a copy of this resolution be sent to the Prime Minister of Canada, the Premier of Ontario, all Ontario Municipalities, all Members of Provincial Parliament, all Members of Parliament and Association of Municipalities of Ontario and Federation of Canadian Municipalities."

Oshawa City Council respectfully requests your consideration of the above noted matters.

If you need further assistance concerning this matter, please contact Ron Diskey, Commissioner, Community Services Department at the address listed on Page 1 or by telephone at 905-436-3311.



Mary Medeiros
City Clerk

/fb

- c. Association of Municipalities of Ontario
Federation of Canadian Municipalities
Members of Parliament and Members of Provincial Parliament
Ontario Municipalities

The Township of Amaranth at its regular meeting of Council on September 16, 2020 passed the following resolution of support:

Resolution #8

Moved by: C. Gerrits – Seconded by: H. Foster

BE IT RESOLVED THAT:

The Council of the Township of Amaranth support the City of Oshawa's motion and they be so advised.

Whereas the government of the Canada and the Province of Ontario have committed through the Canada Council for Arts will continue to work with the Government of Canada, as well as through provincial, territorial and municipal partners, to ensure the strength of the cultural sector;

And Whereas to date there has been no further indication as to tools, funding measures, or financial support provided;

And Whereas the Township of Amaranth is requesting support of their motion to request the Federal, Provincial and Regional Government to help municipalities assist their local social cultural, service clubs and children/youth minor sporting organizations with clear and definitive relief funding programs;

Further a copy of this resolution be sent to the Right Honourable Prime Minister of Canada, the Premier of Ontario, and all neighbouring municipalities in County of Dufferin.

CARRIED.

Thank you, Nicole

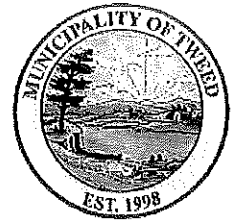
Nicole Martin, Dipl. M.A.

Acting CAO/Clerk | Township of Amaranth

374028 6th Line | Amaranth | ON | L9W 0M6

Tel: 519-941-1007 ext. 227 | Fax: 519 - 941-1802

Municipality of Tweed Council Meeting



Resolution No.

343.

Title:

County of Hastings and County of Lennox & Addington

Date:

Tuesday, August 25, 2020

Moved by

J. Flieler

Seconded by

J. Palmateer

WHEREAS the Government of Canada passed the *Cannabis Act S.C. 2018, c. 16* legislation legalizing properties to grow a maximum of 4 plants without a licence; and

WHEREAS Health Canada issues licences for medicinal cannabis production that are specific to set properties without municipal consultation and regardless of land use zoning by-laws; and

WHEREAS pharmaceutical companies and industries are required to follow strict regulations and governing legislation to produce medicinal products including *Narcotic Control Regulations C.R.C., c 1041* and *Controlled Drugs and Substances Act (Police Enforcement) Regulations SOR/9-234*; and

WHEREAS Municipalities are authorized under the *Planning Act, R.S.O. 1990, C. P 13* to pass a comprehensive zoning by-law that is in compliance with the appropriate County Official Plan which must be in compliance with the Provincial Policy Statement, Under *The Planning Act, 2020*; and

WHEREAS the Provincial Policy Statement, Official Plan and Zoning By-Law in effect for each area is designed to secure the long-term safety and best use of the land, water and other natural resources found in that area's natural landscape; and

WHEREAS the Municipality of Tweed has passed *Comprehensive Zoning By-Law 2012-30* and further amended it by the *Cannabis Production By-Law 2018-42*, limiting cannabis production facilities to rural industrial zoned lands with required setbacks from residential zoned properties; and

WHEREAS the Municipality of Tweed has not been consulted by Health Canada prior to the issuance of licences for properties not in compliance with the Municipal zoning by-laws for a cannabis production facility; and

WHEREAS the Province needs to amend legislation to establish a new Provincial Offence Act fine regime that creates an offence(s) when unlicensed cannabis operations break planning and environmental regulations, ignore Building Code requirements and build without a permit at a fine of at least \$100,000 per offence;

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Tweed requests that immediate action be taken by all levels of government for medical cannabis licencing to follow similar regulations and guidelines as all other pharmaceutical industries;

AND FURTHER, that the Association of Municipalities of Ontario advocate with the Federation of Canadian Municipalities for advocacy to the Government of Canada for similar regulations and guidelines for medical cannabis licencing in alignment with other pharmaceutical industries;

AND FURTHER, that the distribution of medical cannabis be controlled through pharmacies in consistency of all other medications;

AND FURTHER, that Health Canada withhold licencing until the potential licence holder can provide evidence of acceptable zoning of the intended property in question;

AND FURTHER, that licenced locations be disclosed in advance to the municipalities hosting the licenced locations; and

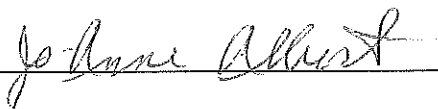
AND FURTHER, that this resolution be circulated to the Prime Minister of Canada, Health Canada, the Premier of the Province of Ontario, the Minister of Municipal Affairs and Housing, the Ontario Provincial Police, the Association of Municipalities of Ontario, and all upper, lower and single tier municipalities within the Province of Ontario.

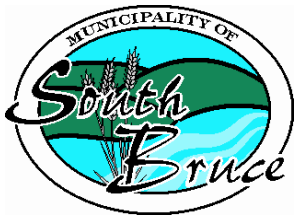
Carried

Defeated by a Tie

Defeated

Mayor





Municipality of South Bruce

MAYOR'S DESK

P.O. Box 540, 21 GORDON ST E. TEESWATER, ONTARIO N0G 2S0
Phone (519) 392-6623 Fax (519) 392-6266

September 16th, 2020

Dear Warden Twolan and County Councillors,

The Municipality of South Bruce is one of two remaining communities in the Nuclear Waste Management Organization's (NWMO) site selection process for the Adaptive Phased Management (APM) project which includes a Deep Geological Repository (DGR) to store Canada's used nuclear fuel. South Bruce has not made a decision to host the project.

In July 2020, the Municipality and the NWMO signed a multi-year funding agreement. This will allow for the study of both advantages and disadvantages that hosting the project may have, and its potential enhancements to the community.

Shortly thereafter, the Municipality of South Bruce welcomed two new employees as part of the team to help the Municipality and the community continue to learn, gather information and evaluate the project. Dave Rushton has assumed the role of Project Manager and Steve Travale as Communications/Public Relations Officer. They join Community Liaison Committee (CLC) Project Coordinator Vivian Kennedy in working collaboratively on this project.

I wanted to reach out and provide an update where things stand in relation to the project, and moving forward will do so on a regular basis. As a regional counterpart, I want to ensure that you have information related to South Bruce's involvement in the site selection process.

Between December 2019 and February 2020, South Bruce conducted nine community workshops which focused on exploring questions, comments and expectations that the community has for the Adaptive Phased Management Project and Canada's plan for used nuclear fuel. On July 28th, Council received a final report which summarizes the results of the Project Visioning Workshops. A copy of this document can be found in the agenda package on our municipal website.

On August 25th, Council endorsed a report which presents a draft list of thirty-four principles as they relate to the Municipality's engagement with the NWMO over the next three years. It is the intent that these principles will ensure that questions are answered and information made available to the residents of South Bruce and beyond. They will guide the community in an assessment of, and engagement with, the site selection process and will allow for a well-rounded evaluation.

This list of guiding principles recognizes the questions, concerns, comments and visions which have been brought forward by the community. Input on the list of principles from residents is also being received before it is finalized and sent to the NWMO. The report and draft list of principles is also attached for information.

A number of studies will be undertaken as part of the ongoing engagement and education process. These studies will focus on a number of specific areas, including economic development, agricultural

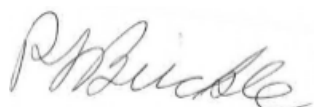
impact, natural environment, safety, regional benefits and others. These studies will be reviewed by our CLC and Council, and details shared publicly.

Safety is a priority and the project will not be implemented in any location that is not proven to be safe and environmentally sound. The proposal of the draft list of principles, and the various studies which will be conducted in the coming years are critical in guiding the Municipality and the community as South Bruce continues to explore the viability of hosting the project.

It is my hope that you will continue to learn and be informed of the ongoing process in South Bruce. You may wish to explore the resources and funding opportunities provided by the NWMO for communities neighbouring South Bruce, by reviewing the report which is also attached.

Please feel welcome to visit <https://www.town.southbruce.on.ca/> and <https://clcinfo.ca/southbruce/> for more information, and do not hesitate to reach out to myself or Project Manager Dave Rushton at 519-392-6623 or drushton@southbruce.ca.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R Buckle', written in a cursive style.

Robert Buckle

Mayor, Municipality of South Bruce

Encls



NUCLEAR WASTE SOCIÉTÉ DE GESTION
MANAGEMENT DES DÉCHETS
ORGANIZATION NUCLÉAIRES

PRELIMINARY ASSESSMENT OF POTENTIAL SUITABILITY: PHASE 2

Resources to Support Engagement of Neighbouring Communities in the NWMO Site Selection Process



UPDATE: JUNE 2017

I. Introduction

In May 2010, the Nuclear Waste Management Organization (NWMO) launched a process to identify a safe site in an informed and willing community to host facilities for the long-term management of Canada's used nuclear fuel. The principles and decision-making framework to guide the selection of a site were developed collaboratively through a two-year dialogue involving a broad cross-section of Canadians and Aboriginal peoples.

Canada's plan for the long-term care of used nuclear fuel is called Adaptive Phased Management (APM). The ultimate goal of APM is to safely contain and isolate the used fuel in a single deep geological repository (DGR) in a suitable rock formation. The objective of the site selection process is to arrive at a single location for the DGR and associated Centre of Expertise through several phases of progressively more detailed technical, scientific and socio-economic assessment.

The process is advancing through a multi-year series of steps to ensure that, above all, the site selected is safe and secure, and meets the highest scientific, professional and ethical standards. Since launching the process, the NWMO has been working collaboratively with communities interested in learning to begin exploring their potential to meet site selection requirements. Upon the completion of Phase 1 assessments, a smaller list of communities was identified as warranting further study by advancing to Phase 2.

The second phase of preliminary assessment work involves more intensive community learning and engagement. Work takes on a broader focus to include First Nation and Métis peoples, and surrounding communities. Preliminary fieldwork, including airborne surveys and limited borehole drilling is completed to further assess geology and site suitability against technical safety requirements.

Engagement activities in the second phase of preliminary assessment are designed to be implemented through a partnership involving interested communities, First Nation and Métis peoples, surrounding communities, and the NWMO in a process based on trust, fairness and mutual understanding.

The NWMO is committed to the active and meaningful participation of interested communities, Aboriginal communities and surrounding communities. From its inception in 2002, the NWMO has sought to develop its processes and plans with the involvement of interested communities and Aboriginal peoples, laying a foundation for ongoing engagement and partnership.

Throughout the site selection process, the NWMO seeks to define the suitability of sites through engagement of the community and those in the surrounding area, and through interweaving scientific and Indigenous Knowledge. Ultimately, the project will only proceed with the involvement of the interested community, First Nation and Métis communities in the area, and surrounding communities working in partnership to implement it.

II. Moving Towards Partnership

Building the relationships that would be required to support implementation of the APM Project will necessarily involve many steps over an extended period of time. The NWMO understands that early on, trust and understanding needs to be established to achieve mutual learning. As work advances, envisioning the project together and planning for its implementation is important. Planning for the project's implementation may include discussion about:

- The potential for strategic hiring and strategic procurement;
- Planning and implementation of education and training programs in the area over the extended planning and operation lifespan of the project;
- Business incubation support to assist local businesses to position themselves to participate in the project;
- Investments in infrastructure that may be required to foster well-being beyond what may be required for the project; and
- Business and ownership opportunities associated with the project.

III. Phase 2 Preliminary Assessments

Preliminary assessments, which take place in Step 3 of the site selection process, are designed to assess in a preliminary way the potential suitability of an interested community and area to host a deep geological repository as part of Canada's plan for the safe, long-term management of used nuclear fuel.

Preliminary assessments are implemented through a two-phased process. Phase 1 focused on exploring the potential for the interested community to meet the robust requirements for the project. Phase 2 focuses on deepening this learning and exploration of potential suitability within the community, and broadening learning and reflection to include First Nation and Métis peoples in the area and surrounding communities. The project will only proceed with the involvement of the interested community, Aboriginal peoples in the area and surrounding communities working in partnership to implement the project.

Over the course of the site selection process, the NWMO will seek to engage neighbouring communities in learning about and reflecting upon the project, and in the conduct of the assessments.

IV. Resource Program Description – Neighbouring Communities

Purpose

Phase 2 preliminary assessment studies involve more detailed technical and social studies and intensive engagement within the community, with Aboriginal communities in the area, and with neighbouring communities in the immediate vicinity.

This program is designed to provide resources to assist communities in the immediate vicinity of the interested communities that are participating in Phase 2 preliminary assessment studies. Interested communities are communities that expressed interest in learning more about the project. They have successfully completed an initial screening, they have worked with the NWMO to complete Phase 1 preliminary assessment studies, and through these assessments, their area has been identified as having strong potential to meet the robust requirements associated with this project, they have advanced to Phase 2 studies and continue as a focus of study.

The resources provided to communities in the immediate vicinity of interested communities are intended to assist these communities in building understanding of the project, and to support their participation in discussions with the interested community and the NWMO designed to explore the potential to foster well-being in the area through the project.

Description

The NWMO will cover the costs incurred by neighbouring communities to learn about the project and become involved in studies, as follows:

- **Visit an interim storage facility.** Community members may be interested in seeing how used nuclear fuel is currently managed on an interim basis. The NWMO will cover travel expenses for a small delegation of community representatives to visit an interim nuclear waste storage facility in Ontario or other nearby facility.
- **Meet with the Canadian Nuclear Safety Commission (CNSC).** Community members may be interested in learning about the regulatory framework that governs the NWMO project. The NWMO will cover travel expenses for a small delegation of community representatives to learn more about the regulatory framework governing the long-term management of used nuclear fuel by meeting with the CNSC. The timing and agenda for the meeting is established directly by the CNSC in concert with the delegation, in order to ensure the delegation's areas of interest and questions are addressed.
- **Understanding key topics such as radiation, geoscience studies, environmental protection, and multiple barriers.** The NWMO acknowledges the importance to communities of developing a deep understanding of key topics from NWMO specialists and academics working in the field. The NWMO will organize a series of learning events and workshops which will bring community representatives and these academics and specialists together. Modest participant expenses will be covered by the NWMO for community representatives to participate in these learning events and workshops.

- **Understanding the international perspective.** The NWMO encourages communities to keep abreast of international programs and best practices. The NWMO will facilitate opportunities for community representatives to learn from those involved in the implementation of used fuel management programs in other countries by organizing a series of learning events or workshops which will bring together community representatives and these international leaders. Modest participant expenses will be covered by the NWMO for community representatives to participate in these workshops.
- **Open houses and community discussions.** As Phase 2 preliminary assessment studies proceed, open houses will be planned and organized with the community to seek community involvement and share study findings.
- **Funding for administrative expenses associated with working with the NWMO and the interested community to expand understanding of the project and engage in preliminary assessment studies.** Detailed technical and social studies conducted by the NWMO as part of Phase 2 assessments will require planning, and ongoing discussion and collaboration between the NWMO and the interested community, and also surrounding communities and Aboriginal peoples. Neighbouring communities may incur expenses through participation in NWMO activities related to these studies, and these expenses will be covered at cost. These expenses may include small learning infrastructure improvements such as photocopy or printing costs and meeting equipment. Up to \$100,000 to cover these administrative expenses is available for each 12-month period for the duration of the Phase 2 assessments. An accounting must be kept of activities and money spent suitable for third-party audit and submitted to the NWMO every six months for the duration of participation in this program.

In the latter half of Phase 2 assessments, detailed studies will be conducted on the potential social, economic and cultural effects associated with the project. These studies will be conducted in close collaboration with the communities in the immediate vicinity of interested communities. Communities in the immediate vicinity of interested communities may wish to **enhance or augment an existing long-term vision** for community sustainability, integrated community sustainability plan and/or strategic plan during this process to support their participation in the planning and implementation of the detailed studies with the NWMO. Resources to support strategic planning activities are available (up to \$40,000 for each 12-month period for the duration of the Phase 2 assessments).

The NWMO continues to learn through working with communities. This program will be regularly reviewed and refined to reflect this learning and evolving needs of communities.

For more information, please contact:

Nuclear Waste Management Organization
22 St. Clair Avenue East, 6th Floor
Toronto, ON M4T 2S3
Canada

Fax: 647.259.3692

Email: learnmore@nwmo.ca

Attention: **Jamie Matear**
Director, Engagement Coordination



Corporation of the Municipality of South Bruce

Report Title: NWMO Adaptive Phase Management Activity Report
Prepared By: Leanne Martin, CAO/Clerk
Department: Administration
Date: August 25, 2020
Report Number: CAO/Clerk-04-08-2020
Attachments: Draft List of Guiding Principles

Recommendation

That the Municipality of South Bruce Council receives the report number CAO/Clerk-04-08-2020 related to the Nuclear Waste Management Organization (NWMO) Adaptive Phase Management (APM) Project and Project Visioning.

Report Origin

To provide Council with information related to the NWMO Adaptive Phase Management Project.

Analysis

South Bruce is one of two remaining communities – along with the Township of Ignace – in the NWMO's site selection process for the Project. The NWMO is planning to make a final decision on site selection by 2023. The NWMO has committed that it will not locate the Project within a community unless that community is a willing and informed host.

In order to determine if South Bruce is willing to host the Project, it is necessary for the Municipality and the residents of the community to understand the potential benefits and impacts that may arise from siting the Project within South Bruce.

Given the importance of this decision, the Municipality is committed to undertaking a rigorous and transparent evaluation of the potential benefits and impacts of the Project. This will provide Council and community members with the basis upon which to make a fully informed decision.

At its meeting of July 28, 2020, Municipal Council received a final copy of the Report on the South Bruce Project Visioning Workshops prepared by AECOM (the "Project Vision Report"). The Project Vision Report was based on nine community workshops held in South Bruce between December 5, 2019 and February 18, 2020 to explore the community's expectations and aspirations for the Project if it were to be located in South Bruce. The workshops were jointly conducted by the Municipality and the NWMO. A draft of the Project Vision Report was made available on the Municipality's website for review and comment between May 27, 2020 and June 30, 2020.

The final Project Vision Report details the community's key priorities and objectives for the Project, the key concerns and questions about the Project that still need to be addressed, and design features and/or activities that might help the Centre of Expertise support community well-being within the community and area.

The Municipality's primary task at this stage is to put in place a process that will ensure staff, Council and community members have adequate information about the potential benefits and impacts of the project to make an informed decision. In a typical planning application, the Municipality would have a list of policies that it would utilize to evaluate the impact of a proposed development. In this case, there are no ready-made principles due to the unique nature of the Project.

Staff have drawn upon the project visioning work to create a list of 34 draft principles to guide the evaluation of the potential benefits and impact of locating the Project in South Bruce (attached to this report).

The draft principles are based on the expectations and aspirations, as well as the key concerns and questions, identified by the community in the workshops and detailed in the Project Vision Report. CAO/Clerk Martin is seeking council's endorsement of the draft principles to advance discussions with the NWMO and the community.

Importantly, the list of principles is not designed to be static and staff expect that they may evolve and expand as the process continues. Further, fulfillment of the principles by the NWMO does not necessarily mean that the community is willing to host the Project nor should the endorsement of the draft principles by Council be seen as a pre-approval of the Project. The listed principles are intended to guide the community's assessment of the project's potential impacts and benefits in conjunction with the existing regulatory regime that will apply to the Project. The principles recognize that not all aspects of the Project will be fully defined at the time of site selection and these will be determined through the regulatory process.

Staff recommend that, once the draft principles have been endorsed by Council, they be presented to the South Bruce Community Liaison Committee at its meeting of September 3, 2020 for feedback. It is also recommended following the September 3, 2020 CLC Meeting that the Municipality seek public input through the municipal website until September 18, 2020. Municipal staff will then provide an update at Council's meeting of September 22, 2020.

Recommendation: That Council endorses the draft list of principles to assist the Municipality to assess and fully understand the potential benefits and impacts that may arise from siting the Project within South Bruce;

And further that council authorizes staff to provide the list of principles to the South Bruce Community Liaison Committee for feedback and to post the draft list on the municipal website for public input following the September 3, 2020 CLC Meeting.

Submitted by:

Leanne Martin, CAO/Clerk

Draft resolution for NWMO Site Selection Process for discussion:

WHEREAS the Municipality of South Bruce has been involved since 2012 in a process of learning about Canada's plan for the long-term management of used nuclear fuel (the Adaptive Phased Management project, including a deep geological repository and a Centre of Expertise (the Project)) being undertaken by the Nuclear Waste Management Organization (NWMO);

AND WHEREAS the NWMO has committed that the Project will only be located in an informed and willing community and that the Project will be implemented through a long-term partnership involving the host community;

AND WHEREAS the Municipality and the NWMO conducted community workshops between December 5, 2019 and February 18, 2020 to explore the community's expectations and aspirations for the Project if it were to be located in South Bruce and had a third-party consultant prepare a Project Visioning report that summarized the feedback from the community received at the workshops;

AND WHEREAS, as part of the community's continued participation in the NWMO's site selection process, the Municipality will continually assess the Project's potential contribution to community well-being and the community's willingness to host the Project;

AND WHEREAS it is understood that the list of principles is not designed to be static and it is expected that the list will evolve and may expand as the process continues;

NOW THEREFORE BE IT RESOLVED THAT the Municipality's assessment of willingness be guided by the following non-exclusive principles drawn from the Project Visioning report, to be interpreted in conjunction with the existing regulatory regime for the Project:

Safety and the Natural Environment

1. The NWMO must demonstrate to the satisfaction of the Municipality that the Project will be subject to the highest standards of safety across its lifespan of construction, operation and into the distant future.
2. The NWMO must demonstrate to the satisfaction of the Municipality that sufficient measures will be in place to ensure the natural environment will be protected, including the community's precious waters, land and air, throughout the Project's lifespan of construction, operation and into the distant future.
3. The NWMO must demonstrate to the satisfaction of the Municipality that used nuclear fuel can be safely and securely transported to the repository site.
4. The NWMO will ensure that the repository site will not host any nuclear waste generated by other countries.
5. The NWMO must commit to implementing the Project in a manner consistent with the unique natural and agricultural character of the community of South Bruce.
6. The NWMO will minimize the footprint of the repository's surface facilities to the extent it is possible to do so and ensure that public access to the Teeswater River is maintained, subject to meeting regulatory requirements for the repository.
7. The NWMO must commit to preparing construction management and operation plans that detail the measures the NWMO will implement to mitigate the impacts of construction and operation of the Project.

People, Community and Culture

8. The NWMO must demonstrate to the satisfaction of the Municipality that the Project enjoys broad support within the community of South Bruce.
9. The NWMO will identify the potential for any positive and negative socio-economic impacts of the Project on South Bruce and surrounding communities and what community benefits it will contribute to mitigate any potential risks.
10. The NWMO, in consultation with the Municipality, will establish a property value protection program to compensate property owners in the event that property values are adversely affected by the NWMO's site selection process and the development, construction and/or operation of the Project.
11. The NWMO, in consultation with the Municipality, will establish a program to mitigate losses to business owners adversely affected directly by the development, construction and/or operation of the Project.
12. The NWMO, in partnership with the Municipality, will develop a strategy and fund a program to promote the agriculture of South Bruce and the surrounding communities.
13. The NWMO, in partnership with the Municipality, will develop a strategy and fund a program to promote tourism in South Bruce and the surrounding communities.
14. The NWMO, in partnership with the Municipality, will commit to implement programs to engage with and provide opportunities for youth in the community, including investments in education and the provision of scholarships, bursaries and other incentives for youth to remain in or return to the community.
15. The NWMO will implement the Project in a manner that promotes diversity, equality and inclusion.
16. The NWMO will commit to relocate the working location of a majority of its employees to South Bruce as soon as it is reasonably practicable to do so after the completion of the site selection process.
17. The NWMO will, in consultation with the Municipality, establish a Centre of Expertise at a location within South Bruce to be developed in conjunction with the Project.

Economics and Finance

18. The NWMO, in consultation with the Municipality, will commit to implementing a local employment and training strategy with the objective of ensuring that the majority of employees for the Project are located within South Bruce and surrounding communities.
19. The NWMO, in consultation with the Municipality, will commit to implementing a business opportunities strategy that will provide opportunities for qualified local businesses to secure agreements that support the Project and that requires the NWMO to take all reasonable steps to create opportunities for qualified local businesses to benefit from the Project.
20. The NWMO will commit to implementing a procurement strategy for the Project that gives preference to the selection of suppliers who can demonstrate economic benefit to South Bruce and surrounding communities.
21. The NWMO will enter into an agreement with the Municipality providing for community benefit payments to the Municipality.

Capacity Building

22. The NWMO will cover the costs incurred by the Municipality in assessing community well-being and willingness to host the Project.
23. The NWMO will fund the engagement of subject matter experts by the Municipality to undertake peer reviews of Project reports and independent assessments of the Project's potential impacts on and benefits for the community as determined necessary by the Municipality.
24. The NWMO agrees to cover the costs of the Municipality's preparation for and participation in the Project's regulatory approval processes, including the Canadian Nuclear Safety Commission's licencing process and the assessment of the Project under the *Impact Assessment Act* (or other similar legislation), that are not otherwise covered by available participant funding.
25. The NWMO will fund the Municipality's preparation of a housing plan to ensure that the residents of South Bruce have access to a sufficient supply of safe, secure, affordable and well-maintained homes.

Services and Infrastructure

26. The NWMO will prepare a review of the existing emergency services in South Bruce and provide appropriate funding for any additional emergency services required to host the Project in South Bruce.
27. The NWMO will prepare an infrastructure strategy that addresses any municipal infrastructure requirements for the Project and will commit to providing appropriate funding for any required upgrades to municipal infrastructure required to host the Project in South Bruce.
28. The NWMO will prepare a review of the existing and projected capacity of South Bruce's road network and will commit to providing appropriate funding for any required upgrades to the road network.
29. The NWMO will enter into a road use agreement with the Municipality to ensure proper funding for maintenance and repair of municipal roads and bridges used for the Project.
30. The NWMO, in consultation with the Municipality and other local and regional partners, will prepare a strategy to ensure there are sufficient community services and amenities, including health, child-care, educational and recreational facilities, to accommodate the expected population growth associated with hosting the Project in South Bruce.
31. The NWMO will comply with the Municipal Official Plan and zoning by-law and seek amendments to the Official Plan and zoning by-law as necessary to implement the Project.

Governance and Community Engagement

32. The NWMO will provide the Municipality with an ongoing and active role in the governance of the Project during the construction and operation phases of the Project.
33. The NWMO will continue to engage with community members and key stakeholders to gather input on community vision, expectations and principles, including concerns, related to the Project.

Regional Benefits

34. The NWMO must demonstrate to the satisfaction of the Municipality that the Project will benefit the broader region outside of the community of South Bruce, including local Indigenous communities.



Transmitted via Email

September 16, 2020

RE: TOWN OF GRAVENHURST RESOLUTION – Designation of August 1st as Emancipation Day in Canada

At the Town of Gravenhurst Committee of the Whole meeting held on *September 15, 2020*, the following resolution was passed:

Moved by Councillor Klinck
Seconded by Councillor Cairns

BE IT RESOLVED THAT the motion from the Township of Huron-Kinloss from August 28, 2020 re designation of Emancipation Day in Canada be received;

AND THAT the Town of Gravenhurst supports a national designation of August 1st as Emancipation Day;

AND FINALLY THAT a copy of this motion is sent to all Ontario municipalities.

CARRIED

We trust the above to be satisfactory.

Sincerely,

Melanie Haki

Melanie Haki
Administrative Clerk 2, Legislative Services



September 16, 2020

**MINISTRY OF MUNICIPAL
AFFAIRS AND HOUSING**
17th Floor, 777 Bay street
TORONTO, ON
M7A 2J3

ATTN: THE HON. STEVE CLARK

Dear Minister Clark:

At a special meeting of council held on August 24, 2020, members discussed concerns regarding the 2018 municipal election.

In the last six weeks of the 2018 municipal election in Wollaston Township, seasonal property owners presented signed leases with family members for sleeping cabins, bunkies and sheds. The \$100.00 leases added a significant number of new non-resident electors to the voters' list.

Although concerns were raised regarding the Township's Comprehensive Zoning By-law and non-use of the standard lease form, the leases were used as eligibility, allowing the children of seasonal property owners access to a Township election for the first time.

Because this gave the appearance of a pay to play campaign, and because the leases were with family members, and because no people actually lived in these structures that lacked hydro, running water and washroom facilities, this was reported to the OPP, who have a duty to enforce the rules and regulations of the *Municipal Elections Act*.

The OPP did not proceed with charges because they said there was no case law.

The following Motion was adopted:

MOTION NO.: 03
MOVED BY: TIM CONLIN
SECONDED BY: DARLENE COLTON

BE IT RESOLVED, that the Council of Wollaston Township ask Minister of Municipal Affairs and Housing, the Hon, Steve Clark, to review the *Municipal Elections Act* and provide amendments to ensure that loopholes are closed on any pay to play schemes in rural communities where non-resident electors are permitted to participate in elections so that \$100.00 leases do not turn into ballots for garden sheds.

AND BE IT FURTHER RESOLVED, that the County of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to review the Municipal Elections Act and provide amendments to provide clearer, stronger wording, to assist municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list.

AND BE IT FURTHER RESOLVED, that Council of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that there is a clear and accessible way to report election fraud.

AND BE IT FURTHER RESOLVED, that Council of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that the rules described in the Municipal Elections Act are actually enforceable even if there is not current case law.

AND BE IT FURTHER RESOLVED, that support for this resolution be sent to Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, all Ontario Municipalities and the Association of Municipalities of Ontario.

CARRIED

Should you have any questions or concerns regarding the above, do not hesitate to contact me.

Sincerely,



BERNICE CROCKER
Clerk/Administrator

cc. Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, AMO and all Ontario Municipalities.



The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

The Right Honourable Raymond Cho, Minister for Seniors and Accessibility
College Park 5th Flr, 777 Bay St,
Toronto, ON
M7A 1S5

Re: AODA Website Compliance Extension Request

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-281

- “1. **WHEREAS** Section 14(4) of O.Reg 191/11 under the Accessibility for Ontarians with Disabilities Act requires designated public sector organizations to conform to WCAG 2.0 Level AA by January 1, 2021;
2. **AND WHEREAS** the municipality remains committed to the provision of accessible goods and services;
3. **AND WHEREAS** the municipality provides accommodations to meet any stated accessibility need, where possible;
4. **AND WHEREAS** the declared pandemic, COVID-19, has impacted the finances and other resources of the municipality;
5. **AND WHEREAS** the Accessibility for Ontarians with Disabilities Act contemplates the need to consider the technical or economic considerations in the implementation of Accessibility Standards;
6. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario extend the compliance deadline stated in Section 14(4) of O.Reg 191/11 to require designated public sector organizations to meet the compliance standards, by a minimum of one (1) year to at least January 1, 2022; **AND**,
7. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario consider providing funding support and training resources to meet these compliance standards.”

The impacts of the pandemic on municipal finances and resources affect the ability of municipalities to meet the January 1, 2021 deadline for full compliance with WCAG 2.0 Level AA.

We humbly request the Ontario government consider an extension request, in addition to financial support and training due to the unprecedented impacts of the global pandemic.

Regards,



Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

The Right Honourable Doug Ford, Premier of Ontario
The Association of Municipalities of Ontario
All Ontario Municipalities



The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

Hon. Lisa McLeod, Minister of Heritage, Sport, Tourism and Culture Industries
6th Flr, 438 University Ave,
Toronto, ON
M7A 1N3

Re: Request for Consideration of Amendments to Bill 108 re. The Ontario Heritage Act

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-258:

"WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing. AND,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Amherstburg remains committed to the preservation and protection of property of cultural heritage value or interest;

Website: www.amherstburg.ca

271 SANDWICH ST. SOUTH, AMHERSTBURG, ONTARIO N9V 2A5

Phone: (519) 736-0012 Fax: (519) 736-5403 TTY: (519) 736-9860

NOW THEREFORE BE IT RESOLVED THAT the Town of Amherstburg strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Amherstburg strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP John Fraser Interim Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Taras Natyshak MPP Essex County; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the County of Essex and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

Regards,



Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

The Right Hon. Doug Ford, Premier of Ontario
Andrea Horwath, MPP, Leader of the Official Opposition and the Ontario NDP Party
John Fraser, MPP and Interim Leader of the Ontario Liberal Party
Mike Schreiner, MPP and Leader of the Green Party of Ontario
Taras Natyshak, MPP of Essex County
All Ontario Municipalities

The Township of Amaranth at its regular meeting of Council passed the following resolution of support:

Resolution #9

Moved by: H. Foster – Seconded by: G. Little

BE IT RESOLVED THAT:

The Council of the Township of Amaranth support the Township of South
Glengarry motion and they be so advised.

Whereas the Township of Amaranth urges the Ontario Government to provide funding to increase the fulltime positions in place of casual and part time labour in long term care homes;

And Whereas they further request the Ministry of Long-Term Care to enact regular inspections of all long-term care homes.

CARRIED.

Thank you, Nicole

Nicole Martin, Dipl. M.A.

Acting CAO/Clerk | Township of Amaranth

374028 6th Line | Amaranth | ON | L9W 0M6

Tel: 519-941-1007 ext. 227 | Fax: 519 - 941-1802

7

**CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

Resolution # 12

Date: Monday, September 14, 2020

Moved by: Carma Williams

Seconded by: Brenda Noble

WHEREAS the COVID-19 pandemic has disproportionately affected the vulnerable elderly population in Canada's long-term care (LTC) homes and some of Ontario's LTC homes are among those with the highest fatality rates in the country as the pandemic has exposed deplorable conditions in many LTC homes across Canada; and

WHEREAS it is the mandate of the Ministry of Long-Term Care to inspect long term care homes on an annual basis and these inspections have consistently dropped in number since 2017 with only nine completed out of 626 long term care home in 2019; and

WHEREAS residents have been endangered by personnel moving between infection zones without adequate equipment; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of North Glengarry urges the Ontario government to provide funding to increase full-time positions in place of casual and part-time labour in long term care homes and requests that the Ministry of Long-term Care acts to regularly inspect all long term care homes , and sound infection control measures are put in place at all Ontario long term care homes and that this resolution be forwarded to Premier Ford, the Ministry of Long-term Care Merrilee Fullerton and all Ontario municipalities for consideration.

Carried

Deferred

Defeated



Mayor / Deputy Mayor

September 15, 2020

Hon. Caroline Mulroney
5th Floor, 777 Bay St.
Toronto ON, M7A 1Z8

Dear Hon. Caroline Mulroney,

Please be advised that at the Regular Meeting of Council on August 24, 2020, the Council of Loyalist Township passed the following resolution:

Resolution No. 2020.33.11

Moved by: Councillor Porter

Seconded by: Councillor Townend

Whereas the Ontario government, in partnership with the federal government, is delivering on its commitment to provide up to \$4 billion in urgently needed one-time assistance to Ontario's 444 municipalities;

And Whereas in addition to the support for municipalities, the government is providing over \$660 million in the first phase of transit funding to the 110 municipalities with transit systems to provide immediate relief from transit pressures, such as lower ridership, as well as for new costs due to COVID-19, such as enhanced cleaning and masks for staff;

And Whereas in the second phase, additional allocations will be provided based on expenses incurred to ensure the funding meets the needs of municipalities;

And Whereas as part of the Safe Restart Agreement with the federal government, up to \$2 billion is being provided to support public transit in Ontario;

And Whereas Ontario Regulation 191/11 being the Integrated Accessibility Standards, which applies to every designated public sector organization including municipalities, establishes accessibility standards, including transportation and as such, recognizes ferries as a form of public transportation;

And Whereas many municipalities located along large bodies of water such as Lake Ontario, including the Township of Frontenac Islands and Loyalist Township, are only accessible by public ferries which are connecting links to mainland highways and roads and form part of Ontario's road systems, making them critical public services;

And Whereas due to the COVID-19 Pandemic and restrictions placed on ferry services by Transport Canada as well as public health guide lines, ferry transit, similar to conventional transit, has experienced reduced ridership, additional costs to cover increased sanitization and requirement for masks for ferry operators, and reduced revenue due to the inability to collect cash fares;

Therefore, Be It Resolved that Loyalist Township requests that the Ministry of Transportation support the Canadian Ferry Association's request that ferries be considered part of the local transit system and that lost revenue be eligible for reimbursement;

And Further That a portion of the (pandemic) Federal funds be allocated towards municipal transportation ferry revenue loss and ferry expenditures resulting from the pandemic;

And that this resolution be circulated to all Ontario municipalities.

Regards,

A handwritten signature in black ink, appearing to read "B Teeple".

Brandi Teeple
Deputy Clerk
Loyalist Township

cc. All Ontario Municipalities



Corporate Services Committee Minutes

September 3, 2020
Electronic (Remote) Meeting

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Sandra Datars Bere, Chief Administrative Officer Edward Henley, Director of Corporate Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Kara Van Myall, Director of Planning & Economic Development Miguel Pelletier, Director of Transportation & Environmental Services	Susan Petrik, Director of Workplace Engagement Services Steve Schaus, Director of Paramedic Services Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Brooke McLean, Director of Library Services Jaron Kerr, Infrastructure and Operations Manager

1. Call to Order

The meeting was called to order at 11:17 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Consolidate Non-Departmental Reserves

Councillor Chris Peabody joined the meeting at 11:19 am.

Moved by Councillor Anne Eadie

Seconded by Councillor Robert Buckle

That a by-law be introduced to combine the following reserves into the Non-Departmental Facilities Reserve; Park Street Operating Equipment reserve, Park Street Building reserve, Park Street Operating Machinery reserve, Cayley Street Operating Equipment reserve, Cayley Street Building reserve, Cayley Street Operating Machinery reserve, Lakeshore Hub Equipment reserve, Renovations Lakeshore Hub reserve, Lakeshore Hub Building reserve, and Berford Street reserve.

Carried

b. Amend Non-Departmental Budget

Moved by Councillor Luke Charbonneau

Seconded by Councillor Anne Eadie

That the 2020 Non-Departmental Budget be amended to include \$24,100 in capital projects to be funded from the Non-Departmental Facilities Reserve for the following projects;

- \$13,500 Shed and Concrete Pad with electrical hook-up;
- \$5,000 Exterior Door Replacement;
- \$5,600 Furniture

Carried

c. County Clean Energy Vehicles Strategy

Moved by Councillor Luke Charbonneau

Seconded by Councillor Anne Eadie

That the Director of Corporate Services be authorized to create a strategy for Clean Energy Vehicles throughout the County.

Carried

d. Safe Restart Municipal Operating Funding Phase 1

Moved by Councillor Chris Peabody
Seconded by Councillor Anne Eadie

That the Director of Corporate Services be authorized to sign the Safe Restart Municipal Operating Funding Phase 1 Acknowledgement with the Ministry of Municipal Affairs and Housing; and

That the 2020 budget be amended to approve the utilization of the grant funds for the purpose of assisting with COVID-19 costs and pressures; and

That any remaining funds shall be put into reserve to support potential COVID-19 costs and pressures in 2021.

Carried

5. Information Items

The following reports were received for information:

- a. Vacant Unit Rebate Consultation Update
- b. Capital Asset Management Plan Update
- c. County Development Charges

6. Act on Recommendations

Moved by Councillor Robert Buckle
Seconded by Councillor Janice Jackson

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Corporate Services Committee in respect of all resolutions passed during the September 3, 2020 meeting.

Carried

7. Next Meeting

The next meeting of the Corporate Services Committee will take place electronically on October 1, 2020.

8. Adjournment

Moved by Councillor Janice Jackson

That the meeting of the Corporate Services Committee adjourn at 11:55 a.m.

Councillor Milt McIver, Acting Chair

Corporate Services Committee



Executive Committee Minutes

September 3, 2020
Electronic (Remote) Meeting

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Sandra Datars Bere, Chief Administrative Officer Edward Henley, Director of Corporate Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services Susan Petrik, Director of Workplace Engagement Services	Steve Schaus, Director of Paramedic Services Kara Van Myall, Director of Planning & Development Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Matthew Meade, Corporate Strategic Initiatives Specialist Brooke McLean, Director of Library Services Jaron Kerr, Infrastructure and Operations Manager

1. Call to Order

The meeting was called to order at 9:36 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Integrity Commissioner Agreement Renewal

Moved by Councillor Robert Buckle

Seconded by Councillor Steve Hammell

That the agreement for the Municipal Integrity Commissioner, Mr. Harold Elston, be renewed for an additional two years (January 1, 2021 to December 31, 2023) as presented; and,

That a by-law be introduced to authorize the Warden and Clerk to execute the agreement.

Carried

The Clerk was directed to request a written report from the Integrity Commissioner on the activity during his current contract.

4. Information Items

The following report was received for information:

- a. Options Under Section 218 of the Municipal Act, 2001

5. Closed Meeting

Moved by Councillor Janice Jackson

Seconded by Councillor Luke Charbonneau

That the Committee move into a closed meeting pursuant to:

- Section 239 (2) (c) of the Municipal Act, 2001 related to a proposed or pending acquisition or disposition of land by the municipality or local board;
- Section 239 (2) (e) of the Municipal Act, 2001 related to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and,
- Section 239 (2) (f) of the Municipal Act, 2001 advice that is subject to solicitor-client privilege, including communications necessary for that purpose, to discuss:

- a. Saugeen Ojibway Nation Land Claim - September 2020 Update
- b. South Bruce Peninsula Request to Purchase Property

Carried

6. Reporting From Closed

The Chair reported that the Solicitor and staff were provided direction related to the Saugeen Ojibway Nation Land Claim and South Bruce Peninsula Request to Purchase Property in the closed session. The closed minutes of the August 6 and 13, 2020 Executive Committee meetings were also adopted.

7. Act on Recommendations

Moved by Councillor Luke Charbonneau

Seconded by Councillor Robert Buckle

That in accordance with the Procedure by-law, staff be authorized and directed to give effect to the actions of the Executive Committee in respect of all resolutions passed during the September 3, 2020 meeting.

Carried

8. Next Meeting

The next meetings of the Executive Committee will take place electronically on October 1, 2020 (regular meeting) and on October 2, 2020 (special meeting) related to the Deep Geological Repository (DGR).

9. Adjournment

Moved by Councillor Anne Eadie

That the meeting of the Executive Committee adjourn at 10:43 a.m.

Councillor Milt McIver, Acting Chair

Executive Committee



Homes Committee Minutes

September 3, 2020
Electronic (Remote) Meeting

Present	Chris Peabody, Councillor Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Janice Jackson, Councillor Milt McIver, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Sandra Datars Bere, Chief Administrative Officer Edward Henley, Director of Corporate Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services Susan Petrik, Director of Workplace Engagement Services	Steve Schaus, Director of Paramedic Services Kara Van Myall, Director of Planning & Development Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Brooke McLean, Director of Library Services Jaron Kerr, Infrastructure and Operations Manager

1. Call to Order

The meeting was called to order at 10:47 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Information Items

The following report was received for information:

- a. Long Term Care Operations Update - July and August, 2020

4. Act on Recommendations

Moved by Councillor Milt McIver

Seconded by Councillor Anne Eadie

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Homes Committee in respect of all resolutions passed during the September 3, 2020 meeting.

Carried

5. Next Meeting

The next meeting of the Homes Committee will take place electronically on October 1, 2020.

6. Adjournment

Moved by Councillor Robert Buckle

That the meeting of the Homes Committee adjourn at 11:17 a.m.

Councillor Chris Peabody, Chair

Homes Committee



Human Services Committee Minutes

September 3, 2020
Electronic (Remote) Meeting

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Milt McIver, Councillor
Regrets	Mitch Twolan, Warden Janice Jackson, Councillor	Chris Peabody, Councillor
Staff	Sandra Datars Bere, Chief Administrative Officer Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Kara Van Myall, Director of Planning & Development Miguel Pelletier, Director of Transportation & Environmental Services	Susan Petrik, Director of Workplace Engagement Services Steve Schaus, Director of Paramedic Services Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Brooke McLean, Director of Library Services Jaron Kerr, Infrastructure and Operations Manager

1. Call to Order

The meeting was called to order at 12:57 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Delegation of Signing Authority for Canada Ontario Community Housing Initiative - Project Funding Agreement

Moved by Councillor Milt McIver

Seconded by Councillor Anne Eadie

That a by-law be introduced authorizing the Warden and Clerk to execute a Project Funding Agreement between Bruce County and Russell Meadows Non-Profit Accommodation for the Canada-Ontario Community Housing Initiative's repair component; and

That a by-law be introduced authorizing the Warden and Clerk to execute a Project Funding Agreement between Bruce County and Formosa Non-Profit Senior's Accommodation for the Canada-Ontario Community Housing Initiative's repair component.

Carried

b. Social Service Relief Fund Assistance

Moved by Councillor Luke Charbonneau

Seconded by Councillor Milt McIver

That the disbursement of \$18,000 from the Social Service Relief Fund to the United Way be approved.

Carried

c. Child Care Worker and Early Childhood Educator Appreciation Day

Moved by Councillor Anne Eadie

Seconded by Councillor Steve Hammell

That the Bruce County Child Care and Early Childhood Educator Appreciation Day Promotional Strategy be endorsed.

Carried

d. Child Activity Assistance Program Revised

Moved by Councillor Anne Eadie

Seconded by Councillor Luke Charbonneau

That the revised Guidelines for the Child Activity Assistance Program be approved effective September 3, 2020.

Carried

As per Committee discussions, the Director of Human Services committed to having staff investigate / explore with the Director of Corporate Services the possibility of creating a reserve for the specific purpose of the Child Activity Assistance Program.

e. Social Service Relief Fund Phase 2

Moved by Councillor Milt McIver

Seconded by Councillor Anne Eadie

That the Warden and Clerk be authorized to execute the Social Service Relief Fund Phase 2 Allocation sign back letter; and,

That the Business Case be approved for submission to the province and implementation with provincial confirmation; and,

The 2020 budget be amended as required.

Carried

4. Information Items

The following reports were received for information:

a. Q2 Child Care and Fee Subsidy Report

b. Child Care and Early Years Funding Update

5. Act on Recommendations

Moved by Councillor Anne Eadie

Seconded by Councillor Luke Charbonneau

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Human Services Committee in respect of all resolutions passed during the September 3, 2020 meeting.

Carried

6. Next Meeting

The next meeting of the Human Services Committee will take place electronically on October 1, 2020.

8. Adjournment

Moved by Councillor Milt McIver

That the meeting of the Human Services Committee adjourn at 1:16 p.m.

Councillor Robert Buckle, Chair

Human Services Committee



Museum Committee Minutes

September 3, 2020
Electronic (Remote) Meeting

Present	Steve Hammell, Councillor Robert Buckle, Councillor Luke Charbonneau, Councillor	Anne Eadie, Councillor Milt McIver, Councillor
Regrets	Mitch Twolan, Warden Janice Jackson, Councillor	Chris Peabody, Councillor
Staff	Sandra Datars Bere, Chief Administrative Officer Cathy McGirr, Director of Museum and Cultural Services Christine MacDonald, Director of Human Services Miguel Pelletier, Director of Transportation & Environmental Services Susan Petrik, Acting Director of Workplace Engagement Services	Steve Schaus, Director of Paramedic Services Kara Van Myall, Director of Planning & Development Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Brooke McLean, Director of Library Services Jaron Kerr, Infrastructure and Operations Manager

1. Call to Order

The meeting was called to order at 1:17 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Information Items

The following reports were received for information:

- a. Collections Report - September 2020
- b. Marketing Report
- c. Education and Outreach Report
- d. Programming Report
- e. Revenue Development
- f. Minister of Heritage, Sport, Tourism and Culture Industries Visit

4. Act on Recommendations

Moved by Councillor Anne Eadie

Seconded by Councillor Robert Buckle

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Museum Committee in respect of all resolutions passed during the September 3, 2020 meeting.

Carried

5. Next Meeting

The next meeting of the Museum Committee will take place electronically on October 1, 2020.

6. Adjournment

Moved by Councillor Anne Eadie

That the meeting of the Museum Committee adjourn at 1:33 p.m.

Councillor Steve Hammell, Chair

Museum Committee



Paramedic Services Committee Minutes

September 3, 2020
Electronic (Remote) Meeting

Present	Luke Charbonneau, Councillor Robert Buckle, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Milt McIver, Councillor
Regrets	Mitch Twolan, Warden Janice Jackson, Councillor	Chris Peabody, Councillor
Staff	Sandra Datars Bere, Chief Administrative Officer Steve Schaus, Director of Paramedic Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services	Kara Van Myall, Director of Planning & Development Susan Petrik, Director of Workplace Engagement Services Brooke McLean, Director of Library Services Donna Van Wyck, Clerk Darlene Batte, Deputy Clerk Jaron Kerr, Infrastructure and Operations Manager

1. Call to Order

The meeting was called to order at 1:34 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. 10 Year Budget Implications Related to Paramedic Services Strategic Plan

Moved by Councillor Luke Charbonneau

Seconded by Councillor Robert Buckle

That the 10 Year Budget Implications Related to Paramedic Services Strategic Plan report be received for information; and,

That information be included in 2021 budget discussions and subsequent years budget deliberations.

Carried

4. Act on Recommendations

Moved by Councillor Anne Eadie

Seconded by Councillor Steve Hammell

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Paramedic Services Committee in respect of all resolutions passed during the September 3, 2020 meeting.

Carried

5. Next Meeting

The next meeting of the Paramedic Services Committee will take place electronically on October 1, 2020.

6. Adjournment

Moved by Councillor Anne Eadie

That the meeting of the Paramedic Services Committee adjourn at 1:47 p.m.

Councillor Milt McIver, Acting Chair

Paramedic Services Committee



Workplace Engagement Services Committee Minutes

September 3, 2020
Electronic (Remote) Meeting

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Milt McIver, Councillor
Regrets	Mitch Twolan, Warden Janice Jackson, Councillor	Chris Peabody, Councillor
Staff	Sandra Datars Bere, Chief Administrative Officer Susan Petrik, Director of Workplace Engagement Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services	Kara Van Myall, Director of Planning & Development Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Brooke McLean, Director of Library Services Jaron Kerr, Infrastructure and Operations Manager Steve Schaus, Director of Paramedic Services

1. Call to Order

The meeting was called to order at 12:26 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Closed Meeting

Moved by Councillor Robert Buckle

Seconded by Councillor Anne Eadie

That the Committee move into a closed meeting pursuant to:

- Section 239 (2) (d) of the Municipal Act, 2001 related to labour relations or employee negotiations; and,
- Section 239 (2) (i) of the Municipal Act, 2001 related to a trade secret or scientific, technical commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonable be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; to discuss:
 - a. Ratification of Memorandum of Settlement between the Bruce County Library Board and UNIFOR Local 2458 Library
 - b. Human Services Organizational Update
 - c. Recruitment Brucelea Haven Administrator

Carried

4. Reporting From Closed

The Chair reported that staff were provided direction in relation to the Human Services Organizational Update. In relation to the Recruitment of the Brucelea Haven Administrator, a resolution will be brought into open session for discussion.

The minutes of the August 6, 2020 closed meeting were adopted in closed session.

Moved by Councillor Luke Charbonneau

Seconded by Councillor Robert Buckle

That the memorandum of Settlement between the Bruce County Library Board and the UNIFOR Local 2458 Library (Full time) be approved; and,

That the collective agreement be extended for a period of one year with a 2% increase, effective January 1, 2020, and all other articles in the agreement to remain the same.

Carried

5. Action Items

a. Recruitment Brucelea Haven Administrator

Moved by Councillor Anne Eadie

Seconded by Councillor Luke Charbonneau

That the County enter into a contract with Maxwell Management Group for the recruitment of candidates for the position of Brucelea Haven Administrator, should internal recruitment efforts be exhausted; and

That the cost associated with securing these services, up to an estimated maximum amount of \$28,000 be funded through any year end surplus funds identified.

Carried

6. Act on Recommendations

Moved by Councillor Anne Eadie

Seconded by Councillor Robert Buckle

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Workplace Engagement Services Committee in respect of all resolutions passed during the September 3, 2020 meeting.

Carried

7. Next Meeting

The next meeting of the Workplace Engagement Services Committee will take place electronically on October 1, 2020.

9. Adjournment

Moved by Councillor Anne Eadie

That the meeting of the Human Resources Committee adjourn at 12:56 p.m.

Councillor Milt McIver, Acting Chair

Workplace Engagement Services Committee



Executive Committee Minutes

September 17, 2020
Electronic (Remote) Meeting

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Sandra Datars Bere, Chief Administrative Officer Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services Susan Petrik, Director of Workplace Engagement Services	Kara Van Myall, Director of Planning & Development Brooke McLean, Director of Library Services Michael Kirkpatrick, Director of Information Technology Services Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Matthew Meade, Corporate Strategic Initiatives Specialist Adam Ferguson, Corporate Communications Specialist
Guests	Dr. Ian Arra, Medical Officer of Health	Tammy Grove-McClement, County Solicitor

1. Call to Order

The meeting was called to order at 10:56 a.m.

2. Amendment to the Agenda

Moved by Councillor Chris Peabody

Seconded by Councillor Luke Charbonneau

That the September 17, 2020 Executive Committee Agenda be amended to add an agenda item regarding the return to school and kids being sent home concerns raised by parents.

Carried

3. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

4. Information Item

The Implementing a Face Covering By-law Update was received for information.

Dr. Ian Arra, Medical Officer of Health addressed questions of concern related to the return of students to school and the implications of students displaying any symptom(s) of COVID-19. Members of Council expressed concern for the hardship created for working parents, the pressures put on the Health Care system and Assessment Centers.

Dr. Arra indicated that it is his understanding that many teachers/principals in both the public and catholic boards are being very stringent in their response to identifying any student(s) displaying symptom(s) of COVID-19, as per Provincial guidance. The Health Unit is currently developing communications to the School Boards to respond to the application of this action. It is expected that the current screening practices put in place may be relaxed to recognize / take into consideration symptoms consistent with asthma, allergies, etc. as well as the need for all members of the family being required to self-isolate / quarantine.

It was suggested that the ongoing communications issued to the local School Boards and Schools should be expanded to include School Board Trustees.

For discussions related to the enforcement of the proposed by-law, the CAO indicated that the Committee could move into closed session to receive information from legal counsel.

5. Closed Meeting

Moved by Councillor Anne Eadie

Seconded by Councillor Chris Peabody

That the Committee move into a closed meeting pursuant to Section 239 (2) (f) of the Municipal Act, as amended related to advise that is subject to solicitor-client privilege, including communications necessary for that purpose to discuss the enforcement of a Face Covering By-law.

Carried

6. Reporting from Closed

The Chair reported that staff received information from legal counsel as it relates to the enforcement of the proposed face covering by-law.

7. Act on Recommendations

Moved by Councillor Chris Peabody

Seconded by Councillor Anne Eadie

That in accordance with the Procedure by-law, staff be authorized and directed to give effect to the actions of the Executive Committee in respect of all resolutions passed during the September 17, 2020 meeting.

Carried

8. Next Meeting

The next meeting of the Executive Committee will take place electronically on October 1, 2020.

9. Adjournment

Moved by Councillor Chris Peabody

That the meeting of the Executive Committee adjourn at 12:28 p.m.

Acting Warden Milt McIver, Chair

Executive Committee



Planning and Development Committee Minutes

September 17, 2020
Electronic (Remote) Meeting

Present	Anne Eadie, Councillor Robert Buckle, Councillor Luke Charbonneau, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Sandra Datars Bere, Chief Administrative Officer Kara Van Myall, Director of Planning and Development Miguel Pelletier, Director of Transportation & Environmental Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum and Cultural Services Michael Kirkpatrick, Director of Information Technology Services Brooke McLean, Director of Library Services	Susan Petrik, Director of Workplace Engagement Services Mark Paoli, Land Use Planning Manager Jill Roote, Manager of Economic Development Donna Van Wyck, Clerk Darlene Batte, Deputy Clerk Jenelle Bannon, Business Development Coordinator Paul McGrath, Project Coordinator Jim Donohoe, Engineering Manager Jerry Haan, Operations Manager Adam Ferguson, Corporate Communications Specialist

1. Call to Order

The meeting was called to order at 9:59 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Delegation By-law Housekeeping Update

Moved by Councillor Robert Buckle

Seconded by Councillor Milt McIver

That a by-law be introduced to effect housekeeping changes to the delegation by-law that clarify the scope of the authority delegated to staff for approval of local official plan amendments and consents; and

That By-law number 2020-031 be repealed.

Carried

4. Information Items

The following reports were received for information:

- a. Plan the Bruce Restart
- b. Support the Bruce: Business Sustainability Fund Update
- c. Summer Company Initiative 2020
- d. 2020 Economic Impact of Tourism Business Survey Update - August
- e. September 2020 Communications in the Field

5. Act on Recommendations

Moved by Councillor Luke Charbonneau

Seconded by Councillor Janice Jackson

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Planning and Development Committee in respect of all resolutions passed during the September 17, 2020 meeting.

Carried

6. Next Meeting

The next meeting of the Planning and Development Committee will take place electronically on October 1, 2020.

7. Adjournment

Moved by Councillor Milt McIver

That the meeting of the Planning and Development Committee adjourn at 10:29 a.m.

Councillor Anne Eadie, Chair

Planning and Development Committee



Transportation & Environmental Services Committee Minutes

September 17, 2020
Electronic (Remote) Meeting

Present	Milt McIver, Councillor Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor	Steve Hammell, Councillor Janice Jackson, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Sandra Datars Bere, Chief Administrative Officer Miguel Pelletier, Director of Transportation and Environmental Services Michael Kirkpatrick, Director of Information Technology Services Brooke McLean, Director of Library Services Kara Van Myall, Director of Planning and Development	Susan Petrik, Director of Workplace Engagement Services Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum and Cultural Services Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk Jim Donohoe, Engineering Manager Jerry Haan, Operations Manager Adam Ferguson, Corporate Communications Specialist

1. Call to Order

The meeting was called to order at 10:30 a.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Action Items

a. Bruce Road 1 Surplus Property

Moved by Councillor Anne Eadie
Seconded by Councillor Robert Buckle

That a by-law be introduced to declare surplus the former Bruce Road 1 road section from Highway 9 in the Hamlet of Kinloss, northerly approximately 564 meters and described as Parts 1, 2, 3, 4, 5, and 7 being Part of Pin 33231-0001 on Registered Plan 3R-10097; and,

That By-law 2018-081 be repealed.

Carried

b. Battery Recycling Agreement with Call2Recycle

Moved by Councillor Janice Jackson
Seconded by Councillor Luke Charbonneau

That the agreement between Call2Recycle and the County of Bruce for the consumer battery collection program be approved; and,

That a by-law be introduced to authorize the Warden and Clerk to execute the Agreement between Call2Recycle and the County of Bruce for the consumer battery collection program.

Carried

c. Winter Closure 2020 - Arran Township Shed Bridge

Moved by Councillor Anne Eadie
Seconded by Councillor Janice Jackson

That a by-law be introduced to temporarily close the Arran Township Shed Bridge (Invermay), Bridge ID 270050, for the 2020-2021 winter season (approximately November 12, 2020- April 15, 2021).

Carried

4. Information Items

The following reports were received for information:

- a. Bruce Road 4 and 19 Intersection Proposed Lane Designation Changes
- b. Commercial Vehicle Operator's Registration

5. Act on Recommendations

Moved by Councillor Anne Eadie

Seconded by Councillor Janice Jackson

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Transportation & Environmental Services Committee in respect of all resolutions passed during the September 17, 2020 meeting.

Carried

6. Next Meeting

The next meeting of the Transportation and Environmental Services Committee will take place electronically on October 15, 2020.

7. Adjournment

Moved by Councillor Janice Jackson

That the meeting of the Transportation and Environmental Services Committee adjourn at 10:50 a.m.

Councillor Milt McIver, Chair

Transportation & Environmental Services Committee



Workplace Engagement Services Committee Minutes

September 17, 2020
Electronic (Remote) Meeting

Present	Robert Buckle, Councillor Luke Charbonneau, Councillor Anne Eadie, Councillor Steve Hammell, Councillor	Janice Jackson, Councillor Milt McIver, Councillor Chris Peabody, Councillor
Regrets	Mitch Twolan, Warden	
Staff	Sandra Datars Bere, Chief Administrative Officer Christine MacDonald, Director of Human Services Cathy McGirr, Director of Museum & Cultural Services Miguel Pelletier, Director of Transportation & Environmental Services Susan Petrik, Director of Workplace Engagement Services	Kara Van Myall, Director of Planning & Development Michael Kirkpatrick, Director of Information Technology Services Brooke McLean, Director of Library Services Darlene Batte, Deputy Clerk Donna Van Wyck, Clerk

1. Call to Order

The meeting was called to order at 12:30 p.m.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Closed Meeting

Moved by Councillor Robert Buckle

Seconded by Councillor Steve Hammell

That the Committee move into a closed meeting pursuant to Section 239 (2) (d) of the Municipal Act, 2001 related to labour relations or employee negotiations; to discuss:

a. UNIFOR Local 2458 Pay Equity Update

Carried

4. Reporting from Closed

The Chair reported that staff provided an update on potential pay equity cost implications in relation to UNIFOR Local 2458 and staff were provided direction. The minutes of the September 3, 2020 closed meeting were also approved.

5. Act on Recommendations

Moved by Councillor Janice Jackson

Seconded by Councillor Chris Peabody

That in accordance with the Procedure By-law, staff be authorized and directed to give effect to the actions of the Workplace Engagement Services Committee in respect of all resolutions passed during the September 17, 2020 meeting.

Carried

6. Next Meeting

The next meeting of the Workplace Engagement Services Committee will take place electronically on October 1, 2020.

7. Adjournment

Moved by Councillor Janice Jackson

That the meeting of the Human Resources Committee adjourn at 12:42 p.m.

Acting Warden Milt McIver, Chair

Workplace Engagement Services Committee



By-law Number 2020-061

A by-law to appoint Harold G. Elston as Integrity Commissioner for the Corporation of the County of Bruce

Section 223.3 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, (the “Act”) authorizes a 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;

The Council for the Corporation of the County of Bruce enacts By-law 2020-061 as follows:

1. The Corporation of the County of Bruce hereby appoints Harold G. Elston as Integrity Commissioner for the Corporation of the County of Bruce, pursuant to Section 223.3 of the Act, for a two (2) year term commencing on January 1, 2021 and ending on December 31, 2023 with the option to renew for an additional two (2) year term.
2. The Warden and Clerk are hereby authorized to execute an agreement with Harold G. Elston on behalf of the Corporation, for the agreed upon Integrity Commissioner services as set out in the agreement which is attached hereto, and affix the Corporate Seal thereto.

Passed this 1st day of October, 2020

Mitch Twolan
Warden

Donna Van Wyck
Clerk

Agreement for Municipal Integrity Commissioner

This Agreement is effective the 1st day of January, 2021

BETWEEN:

The Corporation of the County of Bruce

(Hereinafter referred to as the “County”)

AND: **Mr. Harold G. Elston**

(Hereinafter referred to as “Harold G. Elston”)

Section 223.2 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended (the “Act”), requires the municipality to establish a code of conduct for members of the council of the municipality and of its local boards;

Section 223.3 of the Act authorizes 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:

- a) The application of the code of conduct for Members of Council and the Code of Conduct for Members of Local Boards (“Members”);
- b) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behavior of Members;
- c) The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50, as amended (the “Municipal Conflict of Interest Act”) to Members;
- d) Requests from Members for advice respecting their obligations under the code of conduct applicable to the Member;
- e) Requests from Members for advice respecting their obligations under a procedure, rule or policy the municipality or the local board, as the case may be, governing the ethical behavior of Members;
- f) Requests from Members for advice respecting their obligations under the Municipal Conflict of Interest Act; and
- e) The provision of educational information to Members, the municipality and the public about the municipality’s Code of Conduct for Members and about the Municipal Conflict of Interest Act.

The County is satisfied based on the information provided and representations made to the County by Harold G. Elston that Harold G. Elston has the skills and ability to meet the foregoing criteria.

The County and Harold G. Elston agree as follows:

1. Services

The County hereby retains and appoints Mr. Harold G. Elston as an Integrity Commissioner pursuant to Section 223.3(1) of the Act and the Integrity Commissioner agrees to provide such services in accordance with the Act and

the Municipal Conflict of Interest Act, for and at the request of the County and accepts such appointment.

2. Duties - The duties of the Integrity Commissioner shall be:

- a) At least once per term of Council, deliver an oral presentation to Members regarding the role of the Integrity Commissioner and ethical obligations and responsibilities of Members under the Code of Conduct and any other procedures, rules or policies governing the ethical behavior of such Members.
- b) Upon written request, provide advice in writing, to individual Members regarding their ethical obligations and responsibilities under their Code of Conduct and any other procedures, rules or policies governing their ethical behavior, including the Municipal Conflict of Interest Act.
- c) Upon written request, provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules or policies governing their ethical behavior.
- d) Prepare and deliver an annual report to Council (or more frequently if requested by Council), containing a summary of activities, if any, during the previous calendar year.
- e) Serve as proactive educator for Council, Members, the County and the public about the County's Code of Conduct for Members and the Municipal Conflict of Interest Act.

All of which shall be referred to herein as "the Services".

3. Fees

- a) **Hourly Rate** - Harold G. Elston will be paid a fee of Two Hundred and Fifty Dollars (\$250.00) per hour, plus applicable taxes for time devoted to Services as Integrity Commissioner for Bruce County.
- b) **Expenses** - Upon presentation of receipts and with approval prior to the expense being incurred, Harold G. Elston will be entitled to reimbursement of mileage incurred in relation to performance of duties contemplated by this agreement at a rate of \$0.50 per km.

4. Term

- a) Subject to the provisions of this Agreement the initial term of this Agreement shall commence January 1, 2021 and end on December 31, 2023. The County shall, at its sole discretion, have the unilateral option to renew for an additional two-year period, on such terms and pricing as the parties may agree. This option shall not be impacted by the failure to renew any other municipality participating in the cooperative RFP.

5. Independent Contractor

Harold G. Elston is appointed under authority of Section 223.3(1) of the Act and as such is responsible for performing the Services in an independent manner. Harold G. Elston may identify himself publicly as the Integrity Commissioner appointed by the County. Harold G. Elston shall be an independent contractor and shall not be considered and shall at no time represent himself to be legal counsel, an agent, or an employee of the County.

The parties hereby acknowledge and agree that Harold G. Elston shall not be entitled to any benefits under any statute or the common law affecting employees. The Corporation shall pay no worker's compensation premiums, provide any health or life insurance, make any contributions on behalf of the Vendor to the Canada Pension Plan, deduct or withhold any amounts on account of employment insurance or federal or provincial taxes or provide the Vendor with any benefits other than as set out expressly herein.

6. Indemnification

The County agrees to Indemnify and save harmless Harold G. Elston from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the provision of services and carrying out of duties as contemplated hereunder, including but not necessary limited to any alleged breach of this agreement, any procedural defect, or any breach of relevant statutory provisions.

7. Insurance - It shall be the responsibility of Harold G. Elston to:

- a) Maintain and keep in force during the term of this contract, Commercial General Liability Insurance with a limit of not less than Two Million (\$2,000,000.00) and shall include the County as an additional insured with respect to the operations, acts and omissions relating to obligations under this Agreement, such policy to include non-owned automobiles liability, personal injury, broad form property damage, contractual liability, owners' and contracts' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Maintain and keep in force during the term of this contract, Professional Liability Insurance with a limit of not less than Two million (\$2,000,000.00) per occurrence, subject to an annual aggregate of Two million (\$2,000,000.00) for each member of the firm or partnership or an individual who will perform work on behalf of the County prior to commencement of work and at the beginning of each calendar year during the appointment period.
- c) Provide the County with a Certificate of Insurance detailing the coverage and expiry date for all policies, which certificate shall also show the County as an additional insured.

8. Confidentiality

- a) The Commissioner is entitled to have access to all books, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the County or a local board that the Commissioner believes to be necessary for an inquiry.
- b) The Commissioner and every person acting under the instructions of the Commissioner shall preserve secrecy with respect to all matters that come to his/her knowledge in the course of his/her Services, save and except that information may be disclosed in a criminal proceeding as required by law or otherwise set out in section 223.5(2) of the Act.

- c) The Commissioner shall comply with the confidentiality provisions of the Act and specifically those requirements set out in sections 223.5, 223.6, 223.7 and 223.8 of the Act, and the requirements of the Code.
- d) Except as may be required by law, the Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the Act or which could identify a person concerned.

9. Early Termination

The within agreement may be terminated by either party at the end of any calendar year by delivery of a written notice of such early termination delivered on or before December 1st of any such calendar year during the term of this agreement.

The parties hereto acknowledge and agree that it is a condition of this Agreement that Harold G. Elston comply with the County's Code of Conduct, policies and procedures (if applicable) and any By-laws passed by Council, including, but not limited to, any policies or By-laws, including By-law Number 2017-056, outlining the procedure for handling complaints or conducting inquiries, and the County shall be entitled to terminate this Agreement without any prior notice and with no cost or penalty should Harold G. Elston be found to have breached this condition, failed to have satisfied any obligation described in the Act, or to have disclosed any confidential information as described in the preceding paragraph.

10. Notice

Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

For Bruce County:

c/o Donna Van Wyck
30 Park Street, PO Box 70
Walkerton ON N0G 2V0

For Harold G. Elston:

391 First Street, Suite 303
Collingwood ON L9Y 1B3

Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

11. Severability

All paragraphs, terms and conditions of this agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

12. Complete Agreement

This agreement, including any schedule hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this agreement.

13. Enurement

This agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

14. Counterparts

This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

In Witness Whereof the parties hereto have executed this Agreement as of the day and year first above written.

The Corporation of the County of Bruce

Mitch Twolan, Warden

Donna Van Wyck, Clerk

Mr. Harold G. Elston

Harold G. Elston



By-law Number 2020-062

A by-law to authorize the execution of a Funding Agreement between the Corporation of the County of Bruce and Russell Meadows Non-Profit Accommodations for the Canada-Ontario Community Housing Initiative's repair component

The Council for the Corporation of the County of Bruce enacts By-law 2020-062 as follows:

- 1. The Warden and Clerk be authorized to execute a funding agreement with Russell Meadows Non-Profit Accommodations.**
- 3. This by-law shall come into effect on the date it is passed by Council.**

Passed this 1st day of October, 2020

Mitch Twolan
Warden

Donna Van Wyck
Clerk

FUNDING AGREEMENT
Canada-Ontario Community Housing Initiative (COCHI)

This Agreement made the day of , 2020.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE
(hereinafter called the “County”)

-and-

Russel Meadows Non-Profit Accommodations
(hereinafter called the “Proponent”)

WHEREAS:

- A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (the “Minister”), entered into a bi-lateral agreement to provide for the Canada-Ontario Community Housing initiative effective April 29, 2019;
- B. The Minister is responsible for the funding of Canada-Ontario Community Housing Initiative (“COCHI”) and The Corporation of the County of Bruce (the “County”), as Service Manager, is responsible for the delivery and administration of affordable housing programs in the County of Bruce, including COCHI; and
- C. The County and the Proponent have entered into this Agreement for the purpose of establishing the Proponent’s obligations with respect to COCHI and the County’s obligation to provide funding to the Proponent under COCHI..

NOW THEREFORE, the County and the Proponent agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, including its Schedules, unless the context requires otherwise,

- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
- **“Affordable Rent”** in respect of a unit of rental housing means a monthly occupancy cost that is at the low end of market rent as determined by the Service Manager;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“CMHC”** means Canada Mortgage and Housing Corporation;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Funding Agreement”** means an agreement to be entered into between a Successful Proponent and the County setting out the terms and conditions under which any financial assistance will be provided to the Successful Proponent under COCHI;
- **“Date of Commitment”** means the date this Agreement is signed by both parties;

- **“Eligible Activities and Costs”** are as defined in the Program Guidelines;
- **“Force Majeure”** means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- **“Funds” and “Funding”** means the amount of Federal Funds or Provincial Funds, as set out in the Program Guidelines and Municipal funds if applicable, advanced to the Proponent under this Agreement;
- **“Improvements”** means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- **“Parties”** means the Proponent and the County and “Party” means either of them, as the context may require;
- **“PIF”** means a Project Information Form in the form and format required by the Minister and attached hereto as **Schedule “C”**;
- **“Project”** means the approved eligible repairs/work to be performed by the Proponent under COCHI on the Property;;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“Plans and Specifications”** means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and, if required by the County, as certified by a Quantity Surveyor;
- **“Program”** means COCHI;
- **“Program Guidelines”** means the Program Guidelines for COCHI and attached to this Agreement as **Schedule “A”**;
- **“Property”** refers to the land owned by the Proponent and legally described in **Schedule “B”**;
- **“Service Manager”** means The Corporation of the County of Bruce;
- **“Social Housing”** means those housing projects that are, as of April 1, 2019, within a program in Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999 and remain within a program in such Schedule at the Date of Commitment and date of use of the Funding for the social housing Project; but “Social Housing” excludes the housing that was or is only within either of Program No.2: ‘Rent Supplement Program’ or Program No.9 ‘Rural and Native Homeownership’ of Schedule C;
- **“Social Housing Provider”** means a person or entity that operates a housing project listed in Ontario Regulation 368/11 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched.1, as amended;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Act*, R.S.O. 1990 c.C.30, as amended, of all contracts which the Proponent has entered into for the Project under this Agreement;

- **“Unit”** means a self-contained residential dwelling and/or multi-bedroom units which are used for congregate living;

1.3 The following Schedules are attached to and form part of this Agreement:

- Schedule “A” - COCHI Guidelines
- Schedule “B” - Legal Description of Property
- Schedule “C” - Project Information Form

1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2. FUNDING FOR AFFORDABLE HOUSING

2.1 The Proponent agrees and understands that construction of the Project shall commence within 120 days of the Date of Commitment; otherwise, Funding for the Project may be cancelled.

2.2 The Proponent agrees and understands that construction of the Project shall be completed by the end of the subsequent fiscal year of the funding year and that Funding will not be advanced after that time.

2.3 The Proponent warrants to the County that the Project is financially viable from a construction and operating costs perspective.

2.4 The Proponent acknowledges and understands that all Funding is subject to availability by the Minister, and the County shall not be obligated to fulfill any funding request under this Agreement where the Minister has advised the County that funding is not available.

2.5 The County agrees to provide to the Proponent, upon the terms and subject to the conditions set out in this Agreement, total Funding in the amount of \$6163.00 for the Project.

2.6 The Proponent agrees that the Funding will be advanced by the County to the Proponent as follows:

- (i) Within five (5) business days of the Project start date, as determined by Section 2.7 herein, 80% of the total Funding, less any statutory holdback as required by the *Construction Act*, R.S.O. 1990 c.C.30, as amended (“*Construction Act*”); and
- (ii) Within five (5) business days of the date the Project is completed, as determined by Section 2.7 herein, 20% of the Funding, less any statutory holdback as required by the *Construction Act*.

2.7 The Project start date and Project completion date described in section 2.6 above shall be determined at the sole discretion of the County, taking into consideration, and without limitation, any or all of the following factors: physical manifestation of work performed on the Project, issuance of building permits, issuance of building department inspection reports, and site inspections.

2.8 The County shall disburse the amount so withheld pursuant to the *Construction Act* following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Act* and provided that said *Construction Act* is complied with.

2.9 The Proponent shall use the Funding solely for the purpose of its Project.

- 2.10 The County shall disburse advances of the Funding to the Proponent in accordance with section 2.6 herein so long as prior written notice is provided by the Proponent to the County requesting funding and provided that the terms and conditions of this Agreement have been satisfied.

3. SPECIAL CONDITIONS

- 3.1 The Proponent agrees that construction and/or development of the Project will not affect the number of RGI units in existence at the subject property immediately prior to Funding being received, and that said number of RGI units shall be maintained over the Affordability Period.
- 3.2 The Proponent warrants that Funding will not be used for the following expenditures:
- a) ongoing or routine maintenance and repairs;
 - b) repair projects already included in annual capital plans; or
 - c) new social housing units outside the Proponent's social housing portfolio.
- 3.3 The Proponent shall promptly discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against title to the lands of the Project on the dates for the disbursement of the Funding.
- 3.4 The Proponent acknowledges and agrees that the Minister and County may conduct site inspections of the Project at its sole discretion.
- 3.5 The Proponent agrees that at no time shall the County be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services supplied by them in or upon the property subject of the Project, or employed in the construction of the Project, or for any debts or claims accruing to any of the parties against the Proponent. The Proponent expressly agrees that there is no contractual relationship between the County and any supplier, contractor, subcontractor, craftsman, labourer or person supplying work or supplies to the Project. The Proponent is not, and shall not be, the agent of the County for any purpose.

4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent agrees to undertake its Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its proposal submitted to the County; specifically, the Proponent warrants that all Units shall remain affordable for a minimum period of ten (10) years calculated from the Date of Completion of the Project. This ten (10) year period includes a five (5) year term during which the Proponent will operate the Project as social housing under the *Housing Services Act, 2011*, as amended.
- 4.2 At no time during the ten (10) year period set out in paragraph 4.1 above shall a Unit funded through the Project have a rent that is greater than the Affordable Rent for the geographic area in which it is located.
- 4.3 This Project will adhere to the Project Information Form (PIF), attached hereto as **Schedule 'C'**.
- 4.4 The Proponent acknowledges and understands that Funding is based on the PIF, and the Proponent further acknowledges and understands that the Minister has absolute discretion to determine whether a PIF complies with COCHI Program Guidelines.
- 4.5 The Funding shall be fully forgiven on the last day at the end of the 10 year period set out in paragraph 4.1 provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement, and to the satisfaction of the County.

5. CONDITIONS

- 5.1 The provision of funding by the County, pursuant to Section 2, is subject to the following conditions precedent, each of which is for the exclusive benefit of the County, and may be waived in full or in part by the County on written notice to the Proponent:
- a) the Proponent is the registered owner in fee simple of the lands described in **Schedule “B”**;
 - b) there shall be no Claim for Lien pursuant to the *Construction Act* registered against the Property;
 - c) there being in existence no unregistered lien or statutory claim having priority against the Project;
 - d) the Proponent being in good standing under all of the Permitted Encumbrances; and
 - e) there being no work orders issued against the Project by any governmental entity, agency or official.
- 5.2 If any of the conditions contained in Section 5.1 have not been fulfilled on the date for the disbursement of the Funds by the County pursuant to Section 2 and are not expressly waived by the County in writing, the County shall be under no obligation to make any advance of the Funds to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent

6. TERMS OF THE FUNDING

- 6.1 The Proponent acknowledges that the County has a quarterly reporting requirement and an annual reporting requirement to the Minister to ensure compliance with the Program, and the Proponent agrees that it will provide the County with information and documents the County deems relevant, in its sole discretion, for the purposes of these reports to the Minister during the term of the Funding.

7. ACCOUNTABILITY FRAMEWORK

- 7.1 (a) In the event:
- i) the County is advised that the Project will not proceed; or
 - ii) the County determines, acting reasonably, that the Proponent is not proceeding with the Project due to delays likely to cause depreciation or deterioration of any construction of the Project, the Proponent shall return all Funds advanced to the County, forthwith upon demand; or
 - iii) the County is of the opinion that the Proponent is not proceeding in an expeditious manner with the Project for which Funding has been provided; or
 - iv) the Proponent is not complying with the requirements as set out in this Agreement, inclusive of all Schedules, during the term of the Agreement;
 - v) an Event of Default has occurred;

the Proponent will be in default and shall return all Funding advanced to it to the County, forthwith upon demand, including interest from the date of default until paid in full along with any applicable costs and expenses. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the funding

default, and interest will be calculated monthly on the outstanding principal balance.

- (b) The Proponent shall submit to the County, an audited statement with respect to the expenditure of Funding provided to it, within ninety (90) days following the date on which the County is advised that the Project has been fully completed, or the Project will not proceed in the opinion of the Proponent or the County.
- 7.2 The Proponent represents that it has not provided any false or misleading information related to the Project to the County and agrees that it shall not provide any false or misleading information to the County under this Agreement.
- 7.3 The Proponent shall, on forty-eight (48) hours' prior written notice, give the County free access to the Project and to such staff, documents, books, records and accounts as may be determined by the County, for the purpose of verifying compliance with this Agreement.
- 7.4 The Proponent agrees that it shall maintain and make available to the County all records and documentation pertaining to the Project during the 10 year term of the Funding or the date of any early termination of this Agreement, and in either case, for a further seven (7) years thereafter.

8. COMMUNICATIONS PROTOCOL

- 8.1 The Proponent acknowledges that it has been informed by the County, that under the terms of the CMHC – Ontario Agreement for COCHI all affordable County Housing, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the County. The Proponent further acknowledges that it has been informed by the County that the CMHC – Ontario Agreement for Investment in Affordable Housing 2011-2014 requires the Minister to coordinate with CMHC and/or obtain CMHC's approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the County to be in breach of the terms of the CMHC – Ontario Agreement for COCHI.
- 8.2 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the County.
- 8.3 CMHC, Ontario and the County may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be provided by the County.
- 8.4 The Proponent acknowledges that any breach by it of Sections 8.2 or 8.3 of this Agreement shall cause the County to be in breach of the CMHC – Ontario Agreement for Investments in Affordable Housing 2011-2014.

9. REMEDIES

- 9.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
 - a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within ten (10) days of receipt of written notice of the "failure" from the County;
 - b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;

- c) any person commences an action, suit or proceeding materially affecting the Project or files a lien against the Property, or any person commences an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent diligently contests such action, suit or proceeding and discharges any such lien forthwith without the requirement of notice by the County and post such bonds, cash or letters of credit or gives such other security in order to obtain such discharges in amounts and on terms satisfactory to the County acting reasonably;
- d) the Proponent ceases to carry on business;
- e) the Proponent:
 - i) becomes insolvent or unable to pay its debts as they become due; or
 - ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
 - iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
 - iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
 - v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- f) any of:
 - vi) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
 - vii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
 - viii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the County, materially impair the ability of the Proponent to perform its obligations under this Agreement or in respect of its property and assets, and such petition, order, writ of judgment is not vacated or stayed within 15 days after its date;
- g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the County, detrimentally affect the ability of the Proponent to meet its obligations to the County;

the County may cancel or suspend further instalments of the Funding for such period as the County deems appropriate in its sole discretion or demand payment of the Funding in full as per Section 7.1.

- 9.2 Costs and Expenses of Collection. In the event of a default under this Agreement, all reasonable costs and expenses of collection (including but not limited to, legal fees, disbursements and court costs) of all amounts owing hereunder shall be payable by the Proponent to the County.
- 9.3 If the Proponent fails to satisfy any demand for payment of the Funding within ten (10) Business days of written demand by the County, the Proponent authorizes the County to commence enforcement proceedings as against it, and consents to a Default Judgment being issued by the court in favour of the County, and said Default Judgment shall include the total amount of the Funding advanced to the Proponent by the County pursuant to this Agreement, along with HST, interest, costs and expenses.

- 9.4 All of the remedies in this Agreement are cumulative and are not alternative and the County shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 9.5 Notwithstanding any of the terms of this Agreement, the County shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

10. REPRESENTATION AND WARRANTIES

The Proponent represents and warrants to the County that:

- 10.1 The Proponent is duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full corporate power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 10.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 10.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof will conflict with, , or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent, or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 10.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 10.5 Except as previously disclosed in writing to the County, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 10.6 None of the information, financial or otherwise, provided by the Proponent to the County to induce the County to give the Funding and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

11. COVENANTS OF THE PROPONENT

- 11.1 The Proponent covenants and agrees with the County that, it shall:

- a) take all such actions and do all such things required to develop and continuously carry out the Project in a good and workmanlike manner and in accordance with all applicable codes and standards, including those applicable to employment health and safety, and to complete such construction of the Project within the timeframe afforded in this Agreement;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personally owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the County, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings. and provided that, in such case the Proponent shall have provided the County with appropriate security; and
- d) deliver to the County the statements and reports as required by this Agreement.

11.2 The Proponent covenants and agrees with the County that, so long as any obligation is outstanding by the Proponent to the County hereunder the Proponent will not, without the prior written consent of the County, which consent may not be unreasonably withheld:

- a) become a party, without the prior written consent of the County, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- b) permit any change in the ownership of the Lands identified in **Schedule “B”** without prior written consent of the County;
- c) permit any change in the ownership of the Proponent without prior written consent of the County;
- d) make any material change in the Project which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the County; or
- e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the County.

12. INDEMNIFICATION

12.1 The Proponent shall indemnify and save harmless the County from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.

13. NOTICE

13.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the County:

The Corporation of the County of Bruce – Housing Division
 Box 1450
 Kincardine, ON
 N2Z 2Z4

Fax: (519) 396-3499

- (ii) in the case of notice to the Proponent:

Russell Meadows Non-Profit Accommodations
 755 Campbell Ave.
 Kincardine, ON N2Z 3B5

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

14. GENERAL

- 14.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County who is hereby specifically authorized in this regard.
- 14.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* shall apply to all records submitted to or created by the County pursuant to this Agreement.
- 14.3 The Proponent represents and warrants that it shall ensure compliance with PIPEDA.
- 14.4 The disbursement of the Funding as set out in Section 2 is subject to the necessary appropriations from the Minister. The County shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations of the Proponent.
- 14.5 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the County and the Proponent as partners of each other.

14.6 The Proponent acknowledges that the CMHC and the Minister are not parties to this Agreement or any other agreement related to the Project.

14.7 No member of:

- a) the House of Commons or Senate of Canada;
- b) the Legislative Assembly of Ontario; or
- c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal agency, Board or Commission, or any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation any contract, agreement or commission arising from or related to the Program.

14.8 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the County and the Proponent of their respective solicitors on their behalf, who are hereby expressly authorized to this regard.

14.9 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.

14.10 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

14.11 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

14.12 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.

14.13 This Agreement shall be read with all changes of gender and number required by the context.

14.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 14.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent's obligations under this Agreement.

(b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.

(c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty percent (50%) of the voting shares of the said corporation.

14.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing,

unmodified and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

- 14.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 14.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 14.14 restricting the Proponent’s ability to assign this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

THE CORPORATION OF THE COUNTY OF BRUCE

Name: Mitch Twolan
Title: Warden

Name: Donna Van Wyck
Title: Clerk

We have authority to bind the Corporation

PROPONENT:

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.



By-law Number 2020-063

A by-law to authorize the execution of a Funding Agreement between the Corporation of the County of Bruce and Formosa Seniors Non-Profit Housing Corporation for the Canada-Ontario Community Housing Initiative's repair component

The Council for the Corporation of the County of Bruce enacts By-law 2020-063 as follows:

- 1. The Warden and Clerk be authorized to execute a funding agreement with Formosa Seniors Non-Profit Housing Corporation.**
- 3. This by-law shall come into effect on the date it is passed by Council.**

Passed this 1st day of October, 2020

Mitch Twolan
Warden

Donna Van Wyck
Clerk

FUNDING AGREEMENT
Canada-Ontario Community Housing Initiative (COCHI)

This Agreement made the day of , 2020.

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE
(hereinafter called the “County”)

-and-

Formosa Seniors Non-Profit Housing Corporation
(hereinafter called the “Proponent”)

WHEREAS:

- A. Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing (the “Minister”), entered into a bi-lateral agreement to provide for the Canada-Ontario Community Housing initiative effective April 29, 2019;
- B. The Minister is responsible for the funding of Canada-Ontario Community Housing Initiative (“COCHI”) and The Corporation of the County of Bruce (the “County”), as Service Manager, is responsible for the delivery and administration of affordable housing programs in the County of Bruce, including COCHI; and
- C. The County and the Proponent have entered into this Agreement for the purpose of establishing the Proponent’s obligations with respect to COCHI and the County’s obligation to provide funding to the Proponent under COCHI..

NOW THEREFORE, the County and the Proponent agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, including its Schedules, unless the context requires otherwise,

- **“Affordability Period”** means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with the Program Guidelines or as otherwise established by the County;
- **“Affordable Rent”** in respect of a unit of rental housing means a monthly occupancy cost that is at the low end of market rent as determined by the Service Manager;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“CMHC”** means Canada Mortgage and Housing Corporation;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Funding Agreement”** means an agreement to be entered into between a Successful Proponent and the County setting out the terms and conditions under which any financial assistance will be provided to the Successful Proponent under COCHI;
- **“Date of Commitment”** means the date this Agreement is signed by both parties;

- **“Eligible Activities and Costs”** are as defined in the Program Guidelines;
- **“Force Majeure”** means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party’s obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- **“Funds” and “Funding”** means the amount of Federal Funds or Provincial Funds, as set out in the Program Guidelines and Municipal funds if applicable, advanced to the Proponent under this Agreement;
- **“Improvements”** means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the Property in accordance with the Plans and Specifications;
- **“Parties”** means the Proponent and the County and “Party” means either of them, as the context may require;
- **“PIF”** means a Project Information Form in the form and format required by the Minister and attached hereto as **Schedule “C”**;
- **“Project”** means the approved eligible repairs/work to be performed by the Proponent under COCHI on the Property;;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“Plans and Specifications”** means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and, if required by the County, as certified by a Quantity Surveyor;
- **“Program”** means COCHI;
- **“Program Guidelines”** means the Program Guidelines for COCHI and attached to this Agreement as **Schedule “A”**;
- **“Property”** refers to the land owned by the Proponent and legally described in **Schedule “B”**;
- **“Service Manager”** means The Corporation of the County of Bruce;
- **“Social Housing”** means those housing projects that are, as of April 1, 2019, within a program in Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999 and remain within a program in such Schedule at the Date of Commitment and date of use of the Funding for the social housing Project; but “Social Housing” excludes the housing that was or is only within either of Program No.2: ‘Rent Supplement Program’ or Program No.9 ‘Rural and Native Homeownership’ of Schedule C;
- **“Social Housing Provider”** means a person or entity that operates a housing project listed in Ontario Regulation 368/11 under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched.1, as amended;
- **“Substantial Completion”** means the substantial performance, within the meaning of the *Construction Act*, R.S.O. 1990 c.C.30, as amended, of all contracts which the Proponent has entered into for the Project under this Agreement;

- **“Unit”** means a self-contained residential dwelling and/or multi-bedroom units which are used for congregate living;

1.3 The following Schedules are attached to and form part of this Agreement:

- Schedule “A” - COCHI Guidelines
- Schedule “B” - Legal Description of Property
- Schedule “C” - Project Information Form

1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2. FUNDING FOR AFFORDABLE HOUSING

2.1 The Proponent agrees and understands that construction of the Project shall commence within 120 days of the Date of Commitment; otherwise, Funding for the Project may be cancelled.

2.2 The Proponent agrees and understands that construction of the Project shall be completed by the end of the subsequent fiscal year of the funding year and that Funding will not be advanced after that time.

2.3 The Proponent warrants to the County that the Project is financially viable from a construction and operating costs perspective.

2.4 The Proponent acknowledges and understands that all Funding is subject to availability by the Minister, and the County shall not be obligated to fulfill any funding request under this Agreement where the Minister has advised the County that funding is not available.

2.5 The County agrees to provide to the Proponent, upon the terms and subject to the conditions set out in this Agreement, total Funding in the amount of \$4226.00 for the Project.

2.6 The Proponent agrees that the Funding will be advanced by the County to the Proponent as follows:

- (i) Within five (5) business days of the Project start date, as determined by Section 2.7 herein, 80% of the total Funding, less any statutory holdback as required by the *Construction Act*, R.S.O. 1990 c.C.30, as amended (“*Construction Act*”); and
- (ii) Within five (5) business days of the date the Project is completed, as determined by Section 2.7 herein, 20% of the Funding, less any statutory holdback as required by the *Construction Act*.

2.7 The Project start date and Project completion date described in section 2.6 above shall be determined at the sole discretion of the County, taking into consideration, and without limitation, any or all of the following factors: physical manifestation of work performed on the Project, issuance of building permits, issuance of building department inspection reports, and site inspections.

2.8 The County shall disburse the amount so withheld pursuant to the *Construction Act* following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the *Construction Act* and provided that said *Construction Act* is complied with.

2.9 The Proponent shall use the Funding solely for the purpose of its Project.

- 2.10 The County shall disburse advances of the Funding to the Proponent in accordance with section 2.6 herein so long as prior written notice is provided by the Proponent to the County requesting funding and provided that the terms and conditions of this Agreement have been satisfied.

3. SPECIAL CONDITIONS

- 3.1 The Proponent agrees that construction and/or development of the Project will not affect the number of RGI units in existence at the subject property immediately prior to Funding being received, and that said number of RGI units shall be maintained over the Affordability Period.
- 3.2 The Proponent warrants that Funding will not be used for the following expenditures:
- a) ongoing or routine maintenance and repairs;
 - b) repair projects already included in annual capital plans; or
 - c) new social housing units outside the Proponent's social housing portfolio.
- 3.3 The Proponent shall promptly discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against title to the lands of the Project on the dates for the disbursement of the Funding.
- 3.4 The Proponent acknowledges and agrees that the Minister and County may conduct site inspections of the Project at its sole discretion.
- 3.5 The Proponent agrees that at no time shall the County be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services supplied by them in or upon the property subject of the Project, or employed in the construction of the Project, or for any debts or claims accruing to any of the parties against the Proponent. The Proponent expressly agrees that there is no contractual relationship between the County and any supplier, contractor, subcontractor, craftsman, labourer or person supplying work or supplies to the Project. The Proponent is not, and shall not be, the agent of the County for any purpose.

4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent agrees to undertake its Project in accordance with the provisions relating to the development of the Project contained in the Program Guidelines and in conformity with its proposal submitted to the County; specifically, the Proponent warrants that all Units shall remain affordable for a minimum period of ten (10) years calculated from the Date of Completion of the Project. This ten (10) year period includes a five (5) year term during which the Proponent will operate the Project as social housing under the *Housing Services Act, 2011*, as amended.
- 4.2 At no time during the ten (10) year period set out in paragraph 4.1 above shall a Unit funded through the Project have a rent that is greater than the Affordable Rent for the geographic area in which it is located.
- 4.3 This Project will adhere to the Project Information Form (PIF), attached hereto as **Schedule 'C'**.
- 4.4 The Proponent acknowledges and understands that Funding is based on the PIF, and the Proponent further acknowledges and understands that the Minister has absolute discretion to determine whether a PIF complies with COCHI Program Guidelines.
- 4.5 The Funding shall be fully forgiven on the last day at the end of the 10 year period set out in paragraph 4.1 provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement, and to the satisfaction of the County.

5. CONDITIONS

- 5.1 The provision of funding by the County, pursuant to Section 2, is subject to the following conditions precedent, each of which is for the exclusive benefit of the County, and may be waived in full or in part by the County on written notice to the Proponent:
- a) the Proponent is the registered owner in fee simple of the lands described in **Schedule “B”**;
 - b) there shall be no Claim for Lien pursuant to the *Construction Act* registered against the Property;
 - c) there being in existence no unregistered lien or statutory claim having priority against the Project;
 - d) the Proponent being in good standing under all of the Permitted Encumbrances; and
 - e) there being no work orders issued against the Project by any governmental entity, agency or official.
- 5.2 If any of the conditions contained in Section 5.1 have not been fulfilled on the date for the disbursement of the Funds by the County pursuant to Section 2 and are not expressly waived by the County in writing, the County shall be under no obligation to make any advance of the Funds to the Proponent and the County shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the County may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the County in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent

6. TERMS OF THE FUNDING

- 6.1 The Proponent acknowledges that the County has a quarterly reporting requirement and an annual reporting requirement to the Minister to ensure compliance with the Program, and the Proponent agrees that it will provide the County with information and documents the County deems relevant, in its sole discretion, for the purposes of these reports to the Minister during the term of the Funding.

7. ACCOUNTABILITY FRAMEWORK

- 7.1 (a) In the event:
- i) the County is advised that the Project will not proceed; or
 - ii) the County determines, acting reasonably, that the Proponent is not proceeding with the Project due to delays likely to cause depreciation or deterioration of any construction of the Project, the Proponent shall return all Funds advanced to the County, forthwith upon demand; or
 - iii) the County is of the opinion that the Proponent is not proceeding in an expeditious manner with the Project for which Funding has been provided; or
 - iv) the Proponent is not complying with the requirements as set out in this Agreement, inclusive of all Schedules, during the term of the Agreement;
 - v) an Event of Default has occurred;

the Proponent will be in default and shall return all Funding advanced to it to the County, forthwith upon demand, including interest from the date of default until paid in full along with any applicable costs and expenses. The interest rate shall be the Bank of Canada Prime Rate plus 2% in effect at the time of the funding

default, and interest will be calculated monthly on the outstanding principal balance.

- (b) The Proponent shall submit to the County, an audited statement with respect to the expenditure of Funding provided to it, within ninety (90) days following the date on which the County is advised that the Project has been fully completed, or the Project will not proceed in the opinion of the Proponent or the County.
- 7.2 The Proponent represents that it has not provided any false or misleading information related to the Project to the County and agrees that it shall not provide any false or misleading information to the County under this Agreement.
- 7.3 The Proponent shall, on forty-eight (48) hours' prior written notice, give the County free access to the Project and to such staff, documents, books, records and accounts as may be determined by the County, for the purpose of verifying compliance with this Agreement.
- 7.4 The Proponent agrees that it shall maintain and make available to the County all records and documentation pertaining to the Project during the 10 year term of the Funding or the date of any early termination of this Agreement, and in either case, for a further seven (7) years thereafter.

8. COMMUNICATIONS PROTOCOL

- 8.1 The Proponent acknowledges that it has been informed by the County, that under the terms of the CMHC – Ontario Agreement for COCHI all affordable County Housing, including written materials and signs, respecting the Project must recognize the contributions of CMHC, the Minister and the County. The Proponent further acknowledges that it has been informed by the County that the CMHC – Ontario Agreement for Investment in Affordable Housing 2011-2014 requires the Minister to coordinate with CMHC and/or obtain CMHC's approval with respect to communications, signage, and advertising matters. The Proponent agrees that it shall not do or omit to do any act, which will cause the County to be in breach of the terms of the CMHC – Ontario Agreement for COCHI.
- 8.2 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other respect without the prior written consent of the County.
- 8.3 CMHC, Ontario and the County may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall be provided by the County.
- 8.4 The Proponent acknowledges that any breach by it of Sections 8.2 or 8.3 of this Agreement shall cause the County to be in breach of the CMHC – Ontario Agreement for Investments in Affordable Housing 2011-2014.

9. REMEDIES

- 9.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
 - a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within ten (10) days of receipt of written notice of the "failure" from the County;
 - b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;

- c) any person commences an action, suit or proceeding materially affecting the Project or files a lien against the Property, or any person commences an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent diligently contests such action, suit or proceeding and discharges any such lien forthwith without the requirement of notice by the County and post such bonds, cash or letters of credit or gives such other security in order to obtain such discharges in amounts and on terms satisfactory to the County acting reasonably;
- d) the Proponent ceases to carry on business;
- e) the Proponent:
 - i) becomes insolvent or unable to pay its debts as they become due; or
 - ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
 - iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
 - iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
 - v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- f) any of:
 - vi) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
 - vii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
 - viii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the County, materially impair the ability of the Proponent to perform its obligations under this Agreement or in respect of its property and assets, and such petition, order, writ of judgment is not vacated or stayed within 15 days after its date;
- g) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the County, detrimentally affect the ability of the Proponent to meet its obligations to the County;

the County may cancel or suspend further instalments of the Funding for such period as the County deems appropriate in its sole discretion or demand payment of the Funding in full as per Section 7.1.

- 9.2 Costs and Expenses of Collection. In the event of a default under this Agreement, all reasonable costs and expenses of collection (including but not limited to, legal fees, disbursements and court costs) of all amounts owing hereunder shall be payable by the Proponent to the County.
- 9.3 If the Proponent fails to satisfy any demand for payment of the Funding within ten (10) Business days of written demand by the County, the Proponent authorizes the County to commence enforcement proceedings as against it, and consents to a Default Judgment being issued by the court in favour of the County, and said Default Judgment shall include the total amount of the Funding advanced to the Proponent by the County pursuant to this Agreement, along with HST, interest, costs and expenses.

- 9.4 All of the remedies in this Agreement are cumulative and are not alternative and the County shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 9.5 Notwithstanding any of the terms of this Agreement, the County shall have the option of waiving any or all of its remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

10. REPRESENTATION AND WARRANTIES

The Proponent represents and warrants to the County that:

- 10.1 The Proponent is duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full corporate power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 10.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 10.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof will conflict with, , or result in a breach of, any of the terms, conditions or provisions of the constating documents of the Proponent, or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 10.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 10.5 Except as previously disclosed in writing to the County, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 10.6 None of the information, financial or otherwise, provided by the Proponent to the County to induce the County to give the Funding and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

11. COVENANTS OF THE PROPONENT

- 11.1 The Proponent covenants and agrees with the County that, it shall:

- a) take all such actions and do all such things required to develop and continuously carry out the Project in a good and workmanlike manner and in accordance with all applicable codes and standards, including those applicable to employment health and safety, and to complete such construction of the Project within the timeframe afforded in this Agreement;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personally owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the County, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings. and provided that, in such case the Proponent shall have provided the County with appropriate security; and
- d) deliver to the County the statements and reports as required by this Agreement.

11.2 The Proponent covenants and agrees with the County that, so long as any obligation is outstanding by the Proponent to the County hereunder the Proponent will not, without the prior written consent of the County, which consent may not be unreasonably withheld:

- a) become a party, without the prior written consent of the County, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- b) permit any change in the ownership of the Lands identified in **Schedule “B”** without prior written consent of the County;
- c) permit any change in the ownership of the Proponent without prior written consent of the County;
- d) make any material change in the Project which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the County; or
- e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the County.

12. INDEMNIFICATION

12.1 The Proponent shall indemnify and save harmless the County from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.

13. NOTICE

13.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

(i) in the case of notice to the County:

The Corporation of the County of Bruce – Housing Division
 Box 1450
 Kincardine, ON
 N2Z 2Z4

Fax: (519) 396-3499

(ii) in the case of notice to the Proponent:

Formosa Seniors Non-Profit Corporation
Valleyview Terrace
 1155 Bruce Rd 12
 Formosa, ON N0G 1W0

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

14. GENERAL

- 14.1 Any power, right or function of the County, contemplated by this Agreement, may be exercised by any employee or agent of the County who is hereby specifically authorized in this regard.
- 14.2 It is understood that the *Municipal Freedom of information and Protection of Privacy Act (MFIPPA)* shall apply to all records submitted to or created by the County pursuant to this Agreement.
- 14.3 The Proponent represents and warrants that it shall ensure compliance with PIPEDA.
- 14.4 The disbursement of the Funding as set out in Section 2 is subject to the necessary appropriations from the Minister. The County shall have no liability in the event the respective appropriations are insufficient to meet the funding obligations of the Proponent.
- 14.5 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the County and the Proponent as partners of each other.

14.6 The Proponent acknowledges that the CMHC and the Minister are not parties to this Agreement or any other agreement related to the Project.

14.7 No member of:

- a) the House of Commons or Senate of Canada;
- b) the Legislative Assembly of Ontario; or
- c) the Municipal Council constituting the County or the Municipal Council of any local municipality of the County or the governing body of any Municipal agency, Board or Commission, or any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation any contract, agreement or commission arising from or related to the Program.

14.8 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the County and the Proponent of their respective solicitors on their behalf, who are hereby expressly authorized to this regard.

14.9 Any tender of documents or money hereunder may be made by the County or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.

14.10 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

14.11 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

14.12 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.

14.13 This Agreement shall be read with all changes of gender and number required by the context.

14.14 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 14.14(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the County, in a form satisfactory to the County, to assume all of the Proponent's obligations under this Agreement.

(b) The Proponent shall not assign its interest in this Agreement without the prior written consent of the County, which consent shall not be arbitrarily or unreasonably withheld.

(c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty percent (50%) of the voting shares of the said corporation.

14.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the

other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.

- 14.16 If more than one entity is a party to this Agreement as Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 14.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 14.14 restricting the Proponent's ability to assign this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

THE CORPORATION OF THE COUNTY OF BRUCE

Name: Mitch Twolan
Title: Warden

Name: Donna Van Wyck
Title: Clerk

We have authority to bind the Corporation

PROPONENT:

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.



By-law Number 2020-064

A by-law to delegate certain matters related to Consents, Part Lot Control By-laws passed by Local Municipalities, Validation Certificates and Local Official Plans and Local Official Plan Amendments

The Council of the County of Bruce deems it expedient and in the public interest to delegate certain authority assigned or delegated to it, subject to certain conditions provided in this By-law.

Subsection 17.1 of the Planning Act, RSO 1990: provides for the delegation of approval authority for local official plans and local official plan amendments to a committee of council or an appointed officer identified in the by-law by name or position; and states that a delegation of authority made by a council may be subject to such conditions as the council by by-law provides.

Section 54 of the Planning Act, RSO 1990: provides for the delegation of consent granting authority, including the authority to set and/or modify the conditions of consent, the authority to provide validation certificates and the authority to approve local part lot control by-laws to an appointed officer identified in the by-law by name or position; and states that a delegation of authority made by a council may be subject to such conditions as the council by by-law provides.

The Council for the Corporation of the County of Bruce enacts By-law 2020-064 as follows:

1. Definitions

In this By-law.

- a) **“Local Municipality”** shall mean: the Municipalities of Arran-Elderslie, Brockton, Kincardine, Northern Bruce Peninsula, and South Bruce; the Towns of Saugeen Shores and South Bruce Peninsula; and the Township of Huron-Kinloss;
- b) **“Local Official Plan”** shall mean a land use plan adopted through By-law under the Planning Act by a lower tier municipality;
- c) **“Secretary-Treasurer”** shall mean the Secretary-Treasurer of the Bruce County Land Division Committee and shall be deemed to include the Deputy Secretary-Treasurer of the Bruce County Land Division Committee;
- d) **“Council”** shall mean the Council of the County of Bruce;
- e) **“Planning Act”** shall mean the Planning Act, R.S.O. 1990, c.P.13, as amended;
- f) **“County”** shall mean the County of Bruce;

2. Approval Authority - Local Official Plans and Local Official Plan Amendments

- 2.1 The authority of Council that is assigned or delegated to Council under the Planning Act to approve, approve with modifications or refuse to approve local official plans, and local official plan amendments, is hereby delegated from Council to the Bruce County Planning and Development Committee.
- 2.2 The authority of the Bruce County Planning and Development Committee to approve local official plan amendments is hereby further delegated to the Director of Planning and Development or, in their absence, the Manager of Land Use Planning, where the approval is for an undisputed local official plan amendment.
- 2.3 An “undisputed local official plan amendment” is an official plan amendment that:
- Is recommended for approval by staff;
 - Has been adopted by by-law by the local municipality; and
 - Has no unresolved objections/concerns raised during the commenting period from agencies and /or the public.
- 2.4 When the Director of Planning and Development or, in their absence, the Manager of Land Use Planning, has determined that approval cannot be given in accordance with Section 2.3 of this By-law, the matter shall be referred to Bruce County Planning and Development Committee, and the delegated authority under Section 2.2 of this By-law does not apply with respect to such matter.
- 2.5 Notwithstanding the delegated authority under Section 2.2 of this By-law, if the Director of Planning and Development or, in their absence, the Manager of Land Use Planning, is of the opinion that a review by the Bruce County Planning and Development Committee is warranted in the circumstances, the matter may be referred to Bruce County Planning and Development Committee and the authority delegated under this By-law Section 2.2 does not apply with respect to such a matter.

3. Approval Authority - Consent to Sever Land, Approval of Part Lot Control By-laws by the Upper Tier and granting Validation Certificates

- 3.1 The consent granting authority of the Bruce County Land Division Committee, including powers to grant consents, place conditions on the approval, and modify such conditions of approval, is hereby delegated to the Secretary-Treasurer of the Land Division Committee, where the approval is for an undisputed consent.
- 3.2 An “undisputed consent” is a consent that:
- Is recommended for approval by staff;
 - Has written verification from the Clerk of the local municipality in which the proposed approval is located that the municipality has no objections to the granting of approval and the conditions of approval; and
 - Has no unresolved objections/concerns raised during the commenting period from agencies and / or the public.

- 3.3 The County approval of part lot control by-laws that have been adopted by local municipalities is hereby delegated from the Bruce County Land Division Committee to the Secretary-Treasurer of the Land Division Committee.
- 3.4 The authority to provide a validation certificate is hereby delegated from the Bruce County Land Division Committee to the Secretary-Treasurer of the Bruce County Land Division Committee.
- 3.5 When the Secretary-Treasurer has determined that approval cannot be given in accordance with Section 3.2 of this By-law, the matter shall be referred to the Bruce County Land Division Committee, and the delegated authority under Section 3.1 of this By-law does not apply with respect to such matter.
- 3.6 Notwithstanding the delegated authority under Section 3.1 of this By-law, if the Secretary-Treasurer is of the opinion that a review by the Bruce County Land Division Committee is warranted in the circumstances, the matter may be referred to Bruce County Land Division Committee and the authority delegated under Section 3.1 this By-law does not apply with respect to such a matter.

4. Repealed

By-law 2020-031 is hereby repealed.

5. Effective Date

This By-law shall come into force and effect on the date of passage. Upon date of passage, the delegation powers as described herein shall apply in a retroactive fashion to all applications currently in process in the Bruce County Planning and Development Department, but shall not include applications that have been deferred by a previous decision of the Bruce County Planning and Development Committee or the Bruce County Land Division Committee.

Passed this 1st day of October, 2020

Mitch Twolan
Warden

Donna Van Wyck
Clerk



By-law Number 2020 - 065

A by-law to authorize the execution of an Agreement between the Corporation of the County of Bruce and Call2Recycle for the Consumer Battery Collection Program

At the September 17, 2020 Committee meeting, the Agreement between the Corporation of the County of Bruce and Call2Recycle for the Consumer Battery Collection Program was approved.

The Council for the Corporation of the County of Bruce enacts By-law 2020-065 as follows:

1. That the Warden and Clerk be authorized to execute the Agreement between the Corporation of the County of Bruce and Call2Recycle for the Consumer Battery Collection Program, a copy of which is attached and forms part of this by-law.
2. This by-law shall come into force and take effect on the day that it is passed.

Passed this 1st day of October 2020

Mitch Twolan
Warden

Donna Van Wyck
Clerk

USED CONSUMER-TYPE PORTABLE BATTERY RECYCLING AGREEMENT

THIS AGREEMENT is made as of the 1st day of JULY, 2020 (the “Commencement Date”).

B E T W E E N:

CALL2RECYCLE CANADA, INC.
(hereinafter referred to as “Call2Recycle”)

- and -

CORPORATION OF THE COUNTY OF BRUCE

(hereinafter referred to as the “Local Government”)

(hereinafter referred to as the “Parties” or singularly as a “Party”)

WHEREAS:

- A. Call2Recycle is a not-for-profit, stewardship organization which carries on business nationally, collecting, transporting, and recycling consumer batteries;
- B. Call2Recycle operates a stewardship plan in the Province of Ontario (the “Province”) (such stewardship plan, as may be amended from time to time, being the “Plan”), and
- B. The Local Government collects Collected Materials (as defined below) for recycling and wishes to provide them in bulk to Call2Recycle for further handling.

NOW THEREFORE in consideration of the promises and mutual agreements contained herein and subject to the terms and conditions hereinafter set forth, the Parties covenant and agree as follows:

1.0. Definitions and Interpretation

1.1 In this Agreement:

- (a) “Agreement” means this Agreement and includes all schedules and amendments hereto;

- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of the Province has elected to be closed for business;
- (c) **“Collected Materials”** means any Used Consumer-Type Portable Battery, and/or Used Cellphone provided under this Agreement and includes materials collected by the Local Government via depot collections, curbside collections and event days, among other methods;
- (d) **“Designated Facility”** means an approved Call2Recycle sorting facility;
- (e) **“Non-Conforming Battery(ies)”** means any Used Consumer-Type Portable Battery that: (i) weighs in excess of five (5) kilograms (eleven (11) pounds); or (ii) is not identifiable by Call2Recycle, in its sole discretion, as a battery or such battery’s chemistry is not identifiable, or (iii) is not intact, defective or otherwise damaged; or (iv) is corroded, or otherwise has been exposed to the elements; or (v) is considered non-confirming pursuant to the Plan; or (vi) is an Other Covered Battery, or (vii) has been recalled by the manufacturer or other distributor; or (viii) is otherwise deemed not safely recyclable or handled in accordance with standard protocols and procedures as determined by Call2Recycle in its sole discretion”;
- (f) **“Non-Conforming Materials”** means any liquids, refuse, litter, junk, trash, garbage, needles, medication, or any other materials deemed by Call2Recycle to be non-conforming materials;
- (g) **“Non-Conforming Shipment”** means any Shipment(s) made by the Local Government where any container included in that Shipment: (i) contains more than five (5%) percent by weight of materials that are Non-Conforming Materials; (ii) contains more than five (5%) percent by weight of materials that are Non-Conforming Batteries; or (iii) contains any amount of MHSW (other than hazardous waste comprising any eligible Used Consumer-Type Portable Battery), which is subject to any applicable laws or regulations in the Province, or any province where a Designated Facility may be located from time to time;
- (h) **“MHSW”** means municipal hazardous or special waste;
- (i) **“Other Covered Battery(ies)”** means batteries that are sold in or packaged with electric or electronic devices or equipment that are covered under any stewardship plan or extended producer responsibility plan, other than the Plan;
- (j) **“Regulation”** means the applicable recycling act or regulation as is in effect in the Province, as amended, including, but not limited to Ontario Regulation 30/20 under the *Resource Recovery and Circular Economy Act, 2016* (Ontario);
- (k) **“Service Provider”** means a third party that provides services to the Local Government in relation to MHSW;

- (l) **“Shipment”** means any conforming shipment of eligible Used Consumer-Type Batteries that are shipped by the Local Government to a Designated Facility;
- (m) **“Used Consumer-Type Portable Battery”** means a used battery or battery pack not considered to be a Non-Confirming Battery, including dry cell rechargeable and primary batteries weighing less than five (5) kilograms (eleven (11) pounds), that are sold for replacement purposes for use in electronic or electrical devices not as sold without batteries, containing no liquid electrolyte, and employing one of nickel cadmium, nickel metal hydride, lithium ion, nickel zinc, sealed lead, alkaline-manganese, zinc-carbon, zinc-air, silver oxide and/or and lithium; and

1.2 The Parties acknowledge that the recitals to this Agreement are true and correct.

2.0. Term of Agreement, Amendment and Assignment

- 2.1 The term of this Agreement shall commence as of the Commencement Date and shall remain in effect for one year from date of signing, unless terminated in accordance with this Agreement or upon the termination of the Plan, in which case this Agreement shall automatically terminate. This Agreement shall automatically renew thereafter for subsequent one year terms, unless either Party notifies the other at least ninety (90) days in advance of any renewal term commencement date that the Agreement shall not be renewed.
- 2.2 By way of email on June 30, 2020, the Director of Transportation notified Call2Recycle Canada, Inc. of the County of Bruce’s intention to enter into a contract with Call2Recycle as a municipal consumer battery collection site partner for single-use and rechargeable stand-alone consumer batteries weighing less than five kilograms each. The County of Bruce confirms it has been in conversation with Call2Recycle regarding contract details for the battery collection program beginning on July 1, 2020. Although the formal contract was not yet signed and approved, effective July 1, 2020, Bruce County intends to ship collected batteries through the Call2Recycle program and will be compensated by Call2Recycle according to the agreement.
- 2.3 If, in the reasonable opinion of either Party, there has been a breach of this Agreement by the other Party (the **“Defaulting Party”**), the non-Defaulting Party may give the Defaulting Party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated.
- 2.4 Unless agreed to in writing by the Parties, or as otherwise provided for in this Agreement, this Agreement may not be amended, provided that in the event of any changes to the Plan, Call2Recycle may unilaterally amend this Agreement as may be necessary to comply with the Plan.
- 2.5 Neither Party shall subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

3.0. Shipments of Collected Materials

- 3.1 Unless otherwise designated by Call2Recycle, the Local Government shall ship all Collected Materials to the Designated Facility in open top UN rated steel drums (1A) with a plastic liner and an open head and lever lock ring lid (“**Steel Drums**”), UN rated polyethylene drums (1H) with an open head and level lock ring lid (“**Polyethylene Drums**”), or any other Call2Recycle certified and/or approved box, receptacle, or containers, which may be designated and/or changed from time to time (collectively, “**Approved Containers**”). All Steel Drums and/or Polyethylene Drums must be completely full and must be sealed with their corresponding lever locking ring lid, prior to any Shipment to a Designated Facility. Approved Containers may be placed on a pallet and should be properly secured with shrink wrap prior to any Shipment to a Designated Facility. All lithium, lithium ion, button cells, or lead acid batteries placed in any Steel Drums, Polyethylene Drums or Approved Containers shall be terminally protected by either placing each such battery in an individual plastic bag, or have their terminals securely covered with tape to prevent any possible short circuits. Packaging of any Used Consumer-Type Portable Batteries may not under any circumstance contain any Non-Conforming Batteries, Other Covered Batteries, or other Non-Conforming Material. All Steel Drums, Polyethylene Drums and Approved Containers used for Shipment must be provided or otherwise approved by Call2Recycle and properly secured by the Local Government prior to Shipment.
- 3.2 The Local Government shall ship all Used Consumer-Type Portable Batteries collected to Call2Recycle only. In order to participate in this reimbursement program, the Local Government cannot ship Used Consumer-Type Portable Batteries to another service provider, program, or entity. All Shipments to the Designated Facility by the Local Government shall use a Call2Recycle designated freight provider and shall comply with the shipping instructions to be provided to the Local Government prior to its first Shipment. Call2Recycle shall notify the Local Government of its list of designated freight providers on or before the Commencement Date.
- 3.3 If Call2Recycle or a Designated Facility determines within thirty (30) days after receipt of a Shipment from or on behalf of the Local Government that such Shipment is a Non-Conforming Shipment, Call2Recycle or its Designated Facility shall (i) arrange with the Local Government for the satisfactory disposition of the materials that are not Used Consumer-Type Portable Batteries, on mutually agreeable terms and conditions, or (ii) reject and return Non-Conforming Materials to the Local Government without further obligation. In either event, Call2Recycle shall invoice the Local Government for out of pocket costs and expenses of receiving and handling any Non-Conforming Materials in a Non-Conforming Shipment, and such invoice shall be paid by the Local Government within thirty (30) days of the date of issuance.
- 3.4 All Local Government collection sites, whether fixed or temporary, may accept up to 15 kilograms of Used Consumer-Type Portable Batteries per day from any one person. If any Local Government collection site accepts more than 15 kilograms of Used Consumer-Type Portable Batteries per day from any one person, the Local Government shall ensure that certain information be collected

from such a person, including: the person's name, contact information and the total weight of Used Consumer-Type Portable Batteries accepted.

4.0. Financial Arrangements

4.1 For each Shipment of Collected Materials that is shipped by the Local Government to the Designated Facility:

(a) Call2Recycle shall pay Local Government:

(i) a fee of \$0.55 per kilogram for Used Consumer-Type Portable Batteries or any other eligible battery under the Regulation which are collected by Local Government through bulk depot collections ("**Depot Collections**"), to cover the cost of materials required for Shipments, including: supplies, materials, and handling of Approved Containers; and

(ii) a fee of \$1.20 per kilogram for Used Consumer-Type Portable Batteries, or any other eligible battery under the Regulation which are collected by Local Government through any household hazardous waste event day performed by a contracted third party ("**HHWE Collections**"), to cover costs associated with running such events, including: supplies, materials, and handling of Approved Containers;

(b) Call2Recycle shall directly compensate the Local Government's designated freight provider(s) for Shipment of bulk depot collections to the Designated Facility, provided that designated freight provider is approved by Call2Recycle, as set out in Subsection 3.2 herein.

4.2 For Collected Materials from Depot Collections, Local Government will receive a payment summary along with payment on a monthly basis within sixty (60) days following receipt and sorting of Collected Materials, and according to Call2Recycle payment terms. The Local Government is not required to submit an invoice to receive payment for Collected Materials from Depot Collections. Prior to payment, Call2Recycle may also take steps to verify that the Collected Materials shipped by the Local Government were received at the Designated Facility. The Local Government shall provide Call2Recycle, or such other parties as Call2Recycle shall direct, with all the necessary information as may be reasonably required by Call2Recycle or its designee(s) to verify any claim by the Local Government for reimbursement of expenses pursuant to this Agreement.

4.3 For Collected Materials from HHWE Collections, the Local Government must submit an invoice, including a bill of lading and/or any other applicable shipping documentation to Call2Recycle within thirty (30) days of any Shipment. Prior to payment, Call2Recycle may also take steps to verify that the Collected Materials shipped by the Local Government were received at the Designated Facility. The Local Government will receive a payment summary

and payment for materials from HHWE Collections within (60) days following receipt of invoice, supporting documentation and receipt and sorting of Collected Materials. The Local Government shall provide Call2Recycle, or such other parties as Call2Recycle shall direct, with all the necessary information as may be reasonably required by Call2Recycle or its designee(s) to verify any claim by the Local Government for reimbursement of expenses pursuant to this Agreement. HHWE Collections submitted without the necessary documentation will be compensated at the Depot Collections rate set out at Subsection 4.1(a)(i).

- 4.4 Local Government shall keep and preserve all applicable records and shipping documents for a period of not less than sixty (60) months following delivery of each applicable Shipment, as necessary to verify Shipments.

5.0. Regulatory and Compliance

- 5.1 Authority. The Local Government hereby represents and warrants that it has the legal power and authority to enter into this Agreement, and that there are no outstanding contracts, commitments, or legal impediments which may limit, restrict or otherwise impair its ability to perform its obligations hereunder.
- 5.2 Title to products: The Local Government shall be the owner of all right, title, and interest in all Collected Materials from the time when the Local Government collects and/or accepts them until such point in time that title has been transferred, conveyed and assigned to any service provider or Designated Facility pursuant to a Shipment. At no time will Call2Recycle possess any right, title or interest in or to any Collected Materials unless possessed and handled directly by designated Call2Recycle employees, notwithstanding any Shipment made to a Designated Facility.
- 5.3 Regulatory compliance: In performing its obligations under this Agreement, the Local Government shall obtain all permits, licenses, authorizations and approvals required by applicable law and observe and comply with all applicable laws, including, if applicable in the Province, any certificates or approvals issued to the Local Government. The Local Government shall assist Call2Recycle, as required, in providing information and reports to satisfy regulatory and reporting requirements relating to the Plan. The Local Government shall take all reasonable steps to ensure any Service Providers meet the same requirements.
- 5.4 Site visits and audits: Upon reasonable notice, Call2Recycle or its agent shall have the right to enter upon any collection facility utilized by the Local Government for the purpose of conducting inspections or compliance audits. The Local Government shall take all reasonable steps to ensure that Call2Recycle has the same rights in respect of any Service Provider used by the Local Government. Call2Recycle or its agent shall be accompanied by a representative of the Local Government for any such visits or audits.

6.0. Indemnity and Insurance

- 6.1 Indemnity: Each Party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other Party (the “Indemnified Party”), its directors, officers, contractors, employees, and agents, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees, and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any willful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 6.2 Limitations of Liability. In no event will either party claim any exemplary, aggravated or punitive damages in connection with this Agreement, and under no circumstances will a party be liable to the other party for any indirect, special or consequential damages, compensation or loss of profits, anticipated revenue, savings or goodwill, or any other economic loss arising out of or in any way related to this Agreement, even if advised of the possibility thereof.
- 6.3 Insurance. The Local Government shall, during the term of the Agreement, self-insure, maintain at its expense, and/or require its Service Provider to maintain at either the Local Government’s or Service Provider’s expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. Unless the Local Government wholly self-insures, the Local Government shall deliver a copy of Certificate(s) of Insurance maintained by the Local Government or a Service Provider pursuant to this Agreement, upon the Commencement Date, and annually upon renewal of the Local Government or Service Provider’s insurance, naming Call2Recycle as an additional insured. The Certificate(s) of Insurance, referred to in this section must also provide that the Local Government shall provide Call2Recycle with thirty (30) days advance written notice of cancellation, termination, non-renewal, or material change.

7.0. Assignment

- 7.1 During the term of this Agreement, the Local Government hereby expressly covenants and agrees that it shall not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Call2Recycle, which consent shall not unreasonably be withheld.
- 7.2 The Local Government hereby expressly acknowledges and agrees that Call2Recycle may subcontract or assign any of its rights or obligations under this Agreement or any part thereof to any Affiliated Company or successor, or otherwise in connection with the sale of all or substantially all of its assets.

8.0. Notices

- 8.1 Any notice, request, demand or other instrument or communication herein provided, permitted or required to be given by either Call2Recycle or the Local Government shall be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication

tested prior to transmission to the extent such testing is available, or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to Call2Recycle shall be delivered to:

100 Sheppard Avenue East
Suite 800
Toronto, Ontario
M2N 6N5
Attention: President

Notices to the Local Government shall be delivered to:

Transportation and
Environmental
Services

30 Park Street
P.O. Box 398
Walkerton, ON
N0G 2V0
**Attention:
Director**

- 8.2 Any such notice if delivered personally, by facsimile transmission or by other electronic means of written communication on a Business Day before 5:00 p.m. local time at place of receipt, shall be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5:00 p.m. local time at place of receipt the next following Business Day), or, if mailed as aforesaid, shall be conclusively deemed to have been received on the fifth Business Day following the day on which such notice is mailed (except during a postal strike in which case such notice shall be delivered personally). Either Party may, at any time, give written notice to the other of any change of address of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

9.0. Dispute Resolution

- 9.1 If any dispute arises between the Parties pursuant to this Agreement, the Parties shall attempt to resolve the dispute within 30 days upon which written notice of the dispute was first given, or as otherwise agreed upon. If the Parties are unable to resolve the dispute within 30 days, the Parties shall jointly select an arbitrator to arbitrate the dispute. The arbitrator shall render a decision on the dispute and the award arising therefrom, in accordance with the applicable arbitration legislation in effect in the Province, and as amended from time to time.

10.0. Term and Termination

- 10.1 This Agreement is effective as of the Commencement Date and shall continue in full force and effect until otherwise terminated.

- 10.2 Either Party may terminate this Agreement for any reason whatsoever upon not less than one hundred and eighty (180) days prior written notice to the other Party.
- 10.3 Notwithstanding Section 10.2, Call2Recycle may terminate this Agreement immediately at any time, and without prior written notice to Local Government, if:
- (a) In any province that has an extended producer responsibility plan, in the event such a plan is cancelled, Call2Recycle may terminate this Agreement as it relates to that province;
 - (b) The Local Government subcontracts or assigns any rights or obligations under this Agreement, or any part thereof;
 - (c) Any Shipments made by Local Government are deemed by Call2Recycle or any Designated Facility, to be a Non-Conforming Shipment; or
 - (d) A receiver or trustee is appointed for any part of the assets of Call2Recycle.
- 10.4 Call2Recycle expressly reserves the right, in its sole discretion and without prior written notice, at any time, and for any reason whatsoever, to amend, suspend or terminate all or any portion of the Plan.
- 10.5 On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination, which may involve obligations of the parties after termination. All sections of this Agreement which by their nature should survive termination, including, without limitation, accrued rights to payment, indemnities, and limitations of liability.

11.0. General Provisions

- 11.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 11.2 All of the terms, covenants, conditions, and other provisions contained herein, and all of the obligations under or pursuant to this Agreement, shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 11.3 There are no representations, warranties, collateral agreements, or conditions affecting this Agreement, other than those expressed in writing herein.
- 11.4 This Agreement shall be governed by and construed in accordance with the laws of the Province. Each of the Parties attorn to the non-exclusive jurisdiction of the courts of the Province.

- 11.5 This Agreement may be executed in counterparts, the counterpart copies of this Agreement together constituting a full, valid, and binding Agreement among the Parties hereto.
- 11.6 In the event that any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof.
- 11.7 The rights, remedies, and privileges in this Agreement given to the Parties:
- (a) are cumulative, and any one or more may be exercised;
 - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
 - (c) are not and shall not be dependent or conditional upon, or in any way lessened, restricted, or affected by any other provisions of this Agreement.
- 11.8 Either Party may, from time to time, waive the performance of the other Party of any provision of this Agreement, either before or after that performance is done, but a waiver is not effective or binding upon the Party providing the waiver, unless it is in writing and signed by the Party providing the waiver or under its authority, and does not limit or affect the Party providing the waiver's right with respect to any other breach or non-performance, whether prior or subsequent thereto.
- 11.9 Any Service Providers engaged by the Local Government to assist in providing MHSW services shall be required by the Local Government to comply with and adhere to the terms and conditions, as applicable, of this Agreement.
- 11.10 Each Party shall perform the acts, execute and deliver the writings, and give the assurances necessary from time to time to give full effect to this Agreement.
- 11.11 This Agreement supersedes and replaces all oral and written communications between the Parties relating to the subject matter of this Agreement.

<Signature page follows>

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

CALL2RECYCLE CANADA, INC.

Per: _____
Name:
Title:
I have authority to bind Call2Recycle

**CORPORATION OF THE COUNTY OF
BRUCE**

Per: _____
Name: Mitch Twolan
Title: Warden

Per: _____
Name: Donna Van Wyck
Title: Clerk

*I/We have authority to bind the
Corporation*



By-law Number 2020 -066

**A by-law to temporarily close the Arran Township Shed Bridge (Invermay),
Bridge ID 270050, for the 2020-2021 winter season**

The Council for the Corporation of the County of Bruce enacts By-law 2020-066 as follows:

1. The Arran Township Shed Bridge (Invermay), Bridge ID 270050 will be temporarily closed for the 2020-2021 winter season (approximately November 12, 2020 - April 15, 2021).
2. This By-law shall become effective on the date that the notice of temporary closure permitted in compliance with the Regulations under the Highway Traffic Act has been posted in a conspicuous place at each end of the bridge.
3. By-law 2019-063 is repealed.

Passed this 1st day of October 2020.

Mitch Twolan
Warden

Donna Van Wyck
Clerk



By-law Number 2020-067

A by-law to confirm proceedings of the Council of the County of Bruce at its meeting held the 1st day of October, 2020

Section 5(1) of the Municipal Act, 2001, as amended, provides that the powers of a municipal corporation are exercised by its Council;

Section 5(3) of the Municipal Act, 2001, as amended, provides that municipal powers shall be exercised by by-law;

The Council for the Corporation of the County of Bruce enacts By-law 2020-067 as follows:

1. The actions of the Council of the Corporation of the County of Bruce in respect of all recommendations, minutes of committees, all motions and resolutions and all other actions passed and taken by the Council of the Corporation of the County of Bruce, documents and transactions entered into during the October 1, 2020 session of Council, are hereby adopted and confirmed, as if the same were expressly included in this by-law.
2. The Warden and the proper officials of The Corporation of the County of Bruce are authorized and directed to do all things necessary to give effect to the October 1, 2020 session referred to in Section 1 of this by-law.
3. The Warden and Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this by-law and to affix the corporate seal to all documents referred to in Section 1.

Passed this 1st day of October, 2020

Mitch Twolan
Warden

Donna Van Wyck
Clerk