



Township of Cramahe Council Meeting Agenda

Date: Tuesday, December 15, 2020, 6:00 p.m.
Location: Virtual Meeting

Pages

1. MEETING DETAIL

Join Zoom Meeting

<https://us02web.zoom.us/j/88089177630>

Meeting ID: 880 8917 7630

Dial by your location

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

2. CALL TO ORDER

As we gather, we are reminded that the Township of Cramahe is situated on treaty land that has a rich Indigenous history. As a municipality, we have a responsibility for the stewardship of the land on which we live and work. Today we acknowledge the Anishnabek, Huron-Wendat, Haudenosaunee (Iroquois) and Ojibway/Chippewa on whose traditional territory we are meeting.

This territory is covered by the Williams Treaty.

3. RECORDING EQUIPMENT

In accordance with By-Law 2020-17, members of the Public are to advise the Mayor or the Clerk of the use of devices for transcribing or recording the proceedings of open session by auditory or visual means prior to the meeting. An individual must be granted permission by the Mayor and/or the Clerk of the Township of Cramahe to audio/visual record any meeting.

As per The Township of Cramahe Records Retention By-law 2020-17, the Digital Privacy Act and The Personal Information Protection and Electronic Documents Act, individuals must swear that they will not attempt to alter the audio/video recordings of today's meeting. Subject to the Municipal Freedom of Information and Protection of Privacy Act, the Digital Privacy Act and The Personal Information Protection and Electronic Documents Act, the Mayor and/or the Clerk may at any time request a copy of the recording and individuals will be required to produce the recording within 5 business days.

4. STATUTORY PUBLIC MEETINGS (IF REQUIRED)

4.a. D14-FID-05-20

4.a.a. Background

The lands subject to the proposed zoning by-law amendment are located in Concession 7 Pt Lot 20, on Pinewood School Road in the Township of Cramahe. A key map is attached showing the location of the subject lands.

4.a.b. Purpose and Effect

The Zoning By-law Amendment is a condition of a recent severance, file D10-FID-07-20. The subject vacant lands are currently and are zoned the Rural-2 (RU-2) Zone. The purpose of the application is to change the zoning on the property from the Rural (RU-2) Zone to the Rural Residential (RR) Zone to properly reflect the lot size and lot area of the new lot and to permit the construction of a single detached dwelling on the subject property.

4.a.c. Application and Notice of Public Meeting

Confirmation that notice was given in accordance with the Planning Act.

<https://www.cramahe.ca/en/municipal-government/planning-applications-and-public-notice.aspx>

4.a.d. Written Comments Received from Agencies and the Public

4.a.e. Questions or Comments from Members of Council

4.a.f. Questions or Comments from Members of the Public

4.a.g. Adjournment of Public Meeting at [TIME]

4.b. D14-TRU-06-20

4.b.a. Background

The lands subject to the proposed zoning by-law amendment are located in Concession 4 Pt Lot 22, on Trotman Road in the Township of Cramahe. A key map is attached showing the location of the subject lands.

4.b.b. Purpose and Effect

The lands subject to the Zoning By-law Amendment are currently zoned the Agricultural-53 (A-53) Zone on Schedule "A- Map 15" to the Township of Cramahe Comprehensive Zoning By-law 08-18. The lands were recently the subject applications for consent (D10-TRU-04/05/06-20) to sever 3 lots. The 3 severed lots are to be rezoned to the Rural Residential (RR) Zone to allow for Single Detached Dwellings. The retained lot is to be rezoned to the Agricultural Exception - 79 (A-79) Zone to recognize the reduced lot area.

4.b.c. Application and Notice of Public Meeting

Confirmation that notice was given in accordance with the Planning Act.

<https://www.cramahe.ca/en/municipal-government/planning-applications-and-public-notice.aspx>

4.b.d. Written Comments Received from Agencies and the Public

4.b.e. Questions or Comments from Members of Council

4.b.f. Questions or Comments from Members of the Public

4.b.g. Adjournment of Public Meeting at [TIME]

5. OPEN DELEGATION FOR ITEMS ON AGENDA

Members of the Public have three (3) minutes to ask questions on items listed on the current agenda. Please state your name and address for the records. Each member may only speak once.

6. CONFIRMATION OF AGENDA

Be it resolved that Council approve the agenda, as amended to defer the closed session discussion regarding the CEMC reassignment to January 12, 2021; and

That the ICON Letter of Support be added for Council's endorsement; and

That a motion be added regarding the possible purchase of a plow truck; and

That a closed session item be added regarding the Sale or Disposition of Land (Industrial Park).

7. DECLARATION OF PECUNIARY INTEREST

Members can declare now or at any time during the meeting.

8. DELEGATIONS/PRESENTATIONS

None.

9. ADOPTION OF MINUTES

Be it resolved that Council approve the minutes of the following meeting(s):

- | | | |
|-------------|--|-----------|
| 9.a. | December 1, 2020 Special Council Meeting - Budget | 11 |
| 9.b. | November 17, 2020 Council Meeting | 32 |

10. RECOMMENDATIONS FROM STANDING COMMITTEES

10.a. Committee of Adjustment Appointments, CLERKS 24-20

BE IT RESOLVED THAT Council appoint the following members to the Committee of Adjustment for the 2021 Term by Municipal By-Law:

1. Mandy Martin;
2. Sandra Arthur;
3. Don Clark;
4. Tim Gilligan; and
5. Ed Van Egmond

10.b. RFP Award for Integrity Commissioner Services for the Township of Cramahe, CLERKS 22-20

BE IT RESOLVED THAT Council authorize the Mayor and the Clerk to enter into an agreement with Robert Swayze for the provision of Integrity Commissioner Services beginning January 1, 2021 for a period of years (4) years; and

THAT Council consider a By-Law to appoint Robert J. Swayze as the Township of Cramahe Integrity Commissioner; and

THAT in the interest of openness and transparency, Council request the Integrity Commissioner to include the name of the Member of Council on monthly invoices.

10.c. 2020 Year End Reserve Contributions, FIN 08-20

BE IT RESOLVED THAT Council recommend the following contributions be made to reserves in 2020 to be utilized in 2021 or future years:

- a. \$174,600 to the Covid Reserve
- b. \$3,000 to the Parks Reserve;
- c. \$5,000 to the Township Building Reserve;
- d. \$5,000 to the Parks Reserve;
- e. \$15,000 to the Parks Reserve;
- f. \$17,000 to the Parks Reserve;
- g. \$35,000 to the Road Equipment Reserve;
- h. \$25,000 to the Road Construction Reserve.
- i. \$15,000 to the Business Development Reserve

10.d. Building Monthly Update Report, PLAN 46-20

BE IT RESOLVED THAT Council receive Report PLAN 46-20, for information.

10.e. Site Plan Agreement – D11-ULT-03-19 Ultramar, PLAN-44-20

BE IT RESOLVED THAT Council consider approval of the By-Law to authorize the Mayor and Clerk to sign the Site Plan Agreement with 2008255 ONTARIO INC.

10.f. Amendment to Additional Residential Units Provisions Zoning By-law 08-18, PLAN-48-20

BE IT RESOLVED THAT Council direct staff to schedule a Public Meeting to amend the Provisions of Section 4.39.2 and 4.39.7 of Zoning By-law 08-18.

10.g. By-Law - Nov 2020 Progress Report, PLAN-47-20

BE IT RESOLVED THAT Council receive Report PLAN 47-20, for information.

10.h. OPA No. 15 - Aggregate Resources Designation Update, PLAN-43-20

BE IT RESOLVED THAT Council approve the adoption of OPA #15 – Aggregate Resources Designation Update.

10.i. SPA-01-17 (John West) Site Plan Approval, PLAN-45-20

BE IT RESOLVED THAT Council recommend the approval of a By-Law to authorize the Mayor and Clerk to sign the Site Plan Agreement with JOHN MAURICE WEST and JOHN WEST CONSTRUCTION INC. once the Township is in receipt of the Costs Estimate, Letter of Credit and Proof of Insurance.

10.j. Northumberland County - Tourism Committee

Whereas tourism is an important economic driver for Northumberland, generating approximately \$122 million annually in receipts from Canadian tourists; and

Whereas the COVID-19 pandemic has had a significant economic impact across the local tourism sector; and

Whereas a strategic approach to investment in local tourism attraction is important for the effective revitalization of this sector and to ensure efficient use of funding and resources,

Now Therefore Be It Resolved that Council support Northumberland County's initiative to create a cohesive Destination Development Strategy; and

That Council approve the assignment of _____ (Staff) as the staff resource to support this collaborative effort to align tourism strategy across the county.

10.k. Fidelity Group of Companies Landscape and Contractors' Yard - 512 Purdy road, PLAN 39-20

BE IT RESOLVED THAT Council direct CAO/Treasurer A. McNichol and Planning & Development Manager H. Sadler to set up a meeting with Fidelity.

11. REPORTS OF MUNICIPAL OFFICERS

11.a. 34 Victoria Street Health Centre Update, ADMIN-20-20

44

BE IT RESOLVED THAT Council receive Report ADMIN-20-20 for information; and

THAT Council approve the use of the COVID-19 reserves to offset the overages generated from the paving of the parking lot at 34 Victoria Street; and

THAT Council request the CAO/Treasurer bring back a financial report on the 34 Victoria Health Unit Project when complete

11.b. Downtown Revitalization – Street Light Banners, REC-20-20

50

BE IT RESOLVED THAT Council receive Report REC-20-20 for information; and

THAT Council authorize staff to contract with Project Lola to create sixty (60) new street light banners for a total cost of \$11,400 + applicable taxes and that it be funded from the Downtown Revitalization Fund.

11.c. MOTION ARISING FROM BUDGET MEETING - December 15, 2020 Special Council

WHEREAS Council deferred Budget Item Issue Paper 15-20 (2004 Single Axel Plow Truck) to the Regular Meeting of Council on December 15, 2020; and

WHEREAS Council and staff deem it appropriate to discuss the purchase of the 2012 Kenworth Single Axel Plow Truck at tonight's meeting given that the bidding deadline is December 17, 2020,

THEREFORE BE IT RESOLVED THAT Council authorizes the Manager of Public Works and Environmental Services to place a bid with an upset limit of \$50,000 to purchase a 2012 Kenworth Single Axel Plow Truck as outlined on GovDeals; and

THAT Council direct staff to utilize Capital Equipment Reserves for this purchase.

11.d. **ICON Letter of Support** **54**

BE IT RESOLVED THAT Council endorse the attached Letter of Support for the Improving Connectivity for Ontario (ICON) program, to be signed by the Mayor.

12. BY-LAWS

12.a. **Constitute and Appoint Members to the Committee of Adjustment for the Township of Cramahe, 2020-91** **55**

BE IT RESOLVED THAT Council approve By-Law 2020-91, being a By-Law to Constitute and Appoint Members to the Committee of Adjustment for the Township of Cramahe, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

12.b. **OPA Aggregate Resource Designation** **57**

BE IT RESOLVED THAT Council approve By-Law 2020-94, being a By-Law passed pursuant to the provisions of Sections 17 and 21 of the Planning Act, as amended, to be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book

12.c. **Establish the Office of Integrity Commissioner for the Township of Cramahe and retain services for a four-year term, 2020-89** **71**

BE IT RESOLVED THAT Council approve By-Law 2020-98, being a By-Law to Appoint an Integrity Commissioner for the Township of Cramahe, to be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

12.d. **Authorize the Execution of a Site Plan Agreement between the Township of Cramahe and John West, 2020-90** **77**

BE IT RESOLVED THAT Council approve By-Law 2020-90, being a By-Law to Authorize the Execution of a Site Plan Agreement between the Township of Cramahe and John West, to be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book

12.e. Authorize the Execution of a Site Plan Agreement between the Township of Cramahe and 2008255 Ontario Inc., 2020-88

100

BE IT RESOLVED THAT Council approve By-Law 2020-88, being a By-Law to Authorize the Execution of a Site Plan Agreement between the Township of Cramahe and 2008255 Ontario Inc., be read a first, second, and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

13. MOTIONS TO RECEIVE COUNCIL INFORMATION PACKAGE

Be it resolved that Council receive the Council Information Package dated December 3, 2020, for information.

14. MOTIONS ARISING FROM COUNCIL INFORMATION PACKAGE

15. OPEN FORUM

Members of the public have three (3) minutes to ask general questions and are not to enter into debate. Please state your name and address for the records. Each member may only speak once.

16. COUNTY REPORT

17. CLOSED MEETING (IF REQUIRED)

Be it resolved that Council move into closed session at TIME to discuss Sale or Proposed Disposition of Land (Industrial Park); and **That** CAO/Treasurer A. McNichol, Manager of Planning & Development H. Sadler, Manager of Public Works & Environmental Services d. MacPherson, Deputy Clerk H. Grant and Clerk J. Hyde remain in attendance.

18. CONFIRMING BY-LAW, 2020-92

132

Be it resolved that Council approve By-law 2020-92, being a By-law to confirm the proceedings of the Corporation of the Township of Cramahe Council Meeting held on December 15, 2020, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-law book.

19. ADJOURNMENT

Be it resolved that Council adjourn the meeting at TIME.



**Township of Cramahe Special Council Meeting
Minutes**

December 1, 2020, 9:00 a.m.

Members Present: Mayor Martin
Deputy Mayor Arthur
Councillor Van Egmond
Councillor Gilligan
Councillor Clark

Staff Present: CAO/Treasurer, A. McNichol
Clerk J. Hyde
Deputy Clerk H. Grant
Manager Parks, Recreation, and Facilities, J. Hoskin
Manager, Planning & Development, H. Sadler
Dave MacPherson

1. MEETING DETAILS

Join Zoom Meeting: <https://us02web.zoom.us/j/89718687550>

Meeting ID: 897 1868 7550

One tap mobile: +16473744685,,89718687550#

Dial In: 1 647 374 4685 / 1 647 558 0588 / 1 778 907 2071

2. CALL TO ORDER

As we gather, we are reminded that the Township of Cramahe is situated on treaty land that has a rich Indigenous history. As a

municipality, we have a responsibility for the stewardship of the land on which we live and work. Today we acknowledge the Anishnabek, Huron-Wendat, Haudenosaunee (Iroquois) and Ojibway/Chippewa on whose traditional territory we are meeting.

This territory is covered by the Williams Treaty.

Deputy Mayor Arthur called the meeting to order at 9:05 am.

3. RECORDING EQUIPMENT

In accordance with By-Law 2020-17, members of the Public are to advise the Mayor or the Clerk of the use of devices for transcribing or recording the proceedings of open session by auditory or visual means prior to the meeting.

An individual must be granted permission by the Mayor and/or the Clerk of the Township of Cramahe to audio/visual record any meeting. As per The Township of Cramahe Records Retention By-law 2020-17, the Digital Privacy Act and The Personal Information Protection and Electronic Documents Act, individuals must swear that they will not attempt to alter the audio/video recordings of today's meeting. Subject to the Municipal Freedom of Information and Protection of Privacy Act, the Digital Privacy Act and The Personal Information Protection and Electronic Documents Act, the Mayor and/or the Clerk may at any time request a copy of the recording and individuals will be required to produce the recording within 5 business days.

4. OPEN DELEGATION FOR ITEMS ON AGENDA

Members of the Public have three (3) minutes to ask questions on items listed on the current agenda. Please state your name and address for the records. Each member may only speak once.

Len Patterson, Colborne - Questioned Salary for the Council has increased 11% can you discuss. Environmental Services - Park, Cedar & Burnham St. what is this for? The amount of money that you indicated for water services is less then year before? General Government salaries went down? WSIB in all departments has increased 34% in all departments other then the Library. 36% increase in extended long term benefits. Deputy Mayor Arthur and CAO/Treasure

5. CONFIRMATION OF AGENDA

Resolution No. No. 2020-386

Moved by Councillor Clark

Seconded by Councillor Van Egmond

Be it resolved that Council approve the agenda, as amended, to include Item 14.u Brighton Auxiliary Rescue and Item 14 Updated Summary of Grant Applications, as they were received Friday afternoon following the addendum deadline.

CARRIED

6. DECLARATION OF PECUNIARY INTEREST

Members can declare now or at any time during the meeting.

7. OPENING COMMENTS RE: BUDGET

Opening Remarks regarding the 2021 Operating and Capital Budget.

Deputy Mayor Arthur thanked staff for their hard work on the budget and budget process. A. McNichol spoke to the 2021 Draft Budget being presented by himself and staff. He spoke to the Operating and Capital Budget.

8. BUDGET SUMMARY AND LEVY REQUIREMENT

A. McNichol spoke to the Levy requirement.

9. DRAFT WORKING PAPERS

9.a General Government

9.b Planning and Development

Resolution No. 2020-387

Moved by Deputy Mayor Arthur

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council recess from 10:48 am to 11:00 am.

CARRIED

9.c Protection Services

9.d Fire Services

Resolution No. 2020-388

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council recess for lunch at 11:55 am to 12:30 pm for lunch.

CARRIED

9.e Recreation and Culture Services

9.f Library Services

9.g Facilities

9.h Transportation Services

9.i Construction

9.j Environmental Services - Water & Wastewater

10. RESERVES

10.a Obligatory Reserves

10.b Reserves

11. LONG TERM DEBT

11.a Long Term Debt

12. CAPITAL WORKSHEET & CAPITAL PLAN

13. ISSUE PAPERS

Resolution No. 2020-389

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

BE IT RESOLVED THAT Council recess from 3:15 pm to 3:25 pm.

CARRIED

13.a GENERAL GOVERNMENT

13.a.a Full Time Receptionist, Issue Paper-31-20 (GEN-30-20)

Information to Follow

13.a.b Part Time Technical Records Clerk, Issue Paper-01-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request - Issue Paper-01-20 (Part Time Technical Records Clerk).

CARRIED

13.a.c By-Law Module through eSolutions, Issue Paper-02-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request Issue Paper 02-20.

CARRIED

13.a.d Recording Equipment and Live Stream Option for Meetings, Issue Paper-03-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / **DEFER** this budget request – Issue Paper 03-20.

CARRIED

13.a.e AODA Requirements – Closed Captioning, Issue Paper-04-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / **DENY** / DEFER this budget request for Issue Paper 04-20.

CARRIED

13.b FIRE & EMERGENCY SERVICES

13.b.a Fire - Portable Pumps, Issue Paper-06-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.b.b Safety Vest, Issue Paper-07-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER/ **WITHDRAWN** this budget request

CARRIED

13.b.c Still Water On-Line Training Program, Issue Paper-08-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.b.d Trilogy Keypad Lock, Issue Paper-09-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.b.e 4500 Scott Air Packs Cylinders, Issue Paper-10-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.b.f Fire Hose, Issue Paper-11-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.b.g Firefighter Bunker Gear, Issue Paper-12-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.c ENVIRONMENTAL

13.c.a Coagulant (Alum) Tank Replacement, Issue Paper-13-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.c.b WPCP Sludge Removal, Issue Paper-14-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.c.c WPCP Return Activated Sludge (RAS) Pump, Issue Paper-16-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.c.d WPCP Effluent Pump, Issue Paper-17-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.c.e VFD Control of Blowers, Issue Paper-22-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.c.f Commissioning of Well 1A., Issue Paper-24-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.c.g Collection System Sewer Camera, Issue Paper-26-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.d ROADS - TRANSPORTATION

13.d.a Transportation Capital Equipment, Issue Paper-15-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / **DEFER** this budget request

2004 Single Axle Plow Truck

CARRIED

Amendment:Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

Woodchipper

CARRIED

Amendment: Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / **DEFER** this budget request

2-Tonne Hot Box

CARRIED

Amendment: Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

Sweeping Broom For Backhoe

CARRIED

13.d.b Winter Seasonal Staffing, Issue Paper-20-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / **DEFER** this budget request

Winter Sidewalk Cleaning in Castleton

CARRIED

Amendment: Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / **DEFER** this budget request

Winter Night Patrol

CARRIED

13.d.c Little Lake Pit Aggregate Extraction, Issue Paper-21-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.e CONSTRUCTION

13.e.a Transportation Construction Projects, Issue Paper-25-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.e.b Barnes Road Overpass, Issue Paper-28-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.f PARKS & RECREATION

13.f.a Park Upgrades, Issue Paper-23-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.f.b Zero Turn Lawnmower Replacement, Issue Paper-27-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

13.f.c Keeler Centre Accessibility Upgrades, Issue Paper-30-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / **DEFER** this budget request.

CARRIED

13.g FACILITIES

13.g.a Cramahe Town Hall Furnace Replacement, FAC-19-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

13.h PLANNING & DEVELOPMENT

13.h.a By-law Enforcement Officer – Permanent Part-Time Position, Issue Paper-29-20

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this budget request

CARRIED

14. GRANT APPLICATIONS

Resolution No. 2020-390

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOVLED THAT Council defer items 14a. to 14u. until the December 15, 2020 meeting.

CARRIED

14.a Cramahe Hill Cemetery

c/o Fred Carr 158 Campbell Rd, Castleton K0K1M0

Amount Requested: \$540.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.b Shiloh Cemetery

c/o Diane Meeks 14051 County Rd 21, Colborne K0K 1S0

Amount Requested: \$540.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.c Waite Cemetery

c/o Norma Waites 431 Waite Rd Brighton K0K 1H0

Amount Requested: \$540.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.d 103 Colton Street Ratepayers

c/o Janet Barber PO Box 543 Colborne K0K 1S0

Amount Requested: \$1,550.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.e McDonald Road Committee

c/o Steve Saunders 13 McDonald Road Colborne K0K 1S0

Amount Requested: \$6,700.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.f Reddick Road Committee

c/o Pauline Kemp 78 Reddick Road Brighton K0K 1H0

Amount Requested: \$1,062.19

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.g Strawberry Lane Ratepayers

c/o Donald Maybin 227-2 Simpson Rd Colborne K0K 1S0

Amount Requested: \$1,500.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.h Trenear Road Committee

c/o Rhonda Chapman 866 Trenear Rd Brighton K0K 1H0

Amount Requested: \$2,954.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.i Castleton Sports Club

c/o Liz Carr. Secretary PO Box 133 Castleton K0K 1M0

Amount Requested: \$3,000.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.j Colborne Curling Club

c/o Sherry Rutherford PO Box 128 Colborne K0K 1S0

Amount Requested: \$4,500.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.k Community Care Northumberland

c/o Anne Newman PO Box 1087 Campbellford K0L 1L0

Amount Requested: \$12,500.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.l Colborne & Cramahe Food Bank

c/o Glenda Quinn 75 King St E Colborne K0K 1S0

Amount Requested: \$1,000.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.m Ed's House-CNN-Community Care Northumberland

Northumberland Hospice Centre mail to: Northumberland
Hospice Care Centre 1005 Elgin St W Suite 108 Cobourg K9A 5J4
Lynda Kay Tina Stephens

Amount Requested: \$3,000.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.n Cramahe Horticultural Society

c/o Clair Breton PO Box 916 Colborne K0K 1S0

Amount Requested: \$2,000.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.o The Bridge Hospice

c/o Dave Burnham 137 Old Hastings Rd Warkworth K0K 3K0
Attn Carrie Anne Executive Director

Amount Requested: \$1,000.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.p Colborne Public School

c/o Mr. Chad Morford Festival of Trees PO Box 70 Colborne K0K
1S0

Amount Requested: \$250.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.q West Northumberland Physician Retention & Recruitment Committee

c/o Maria Gomez, BSc, RPR, FCASPR Director Physician
Recruitment Northumberland Hills Hospital 1000 DePalma Dr,
Cobourg K9A 5W6

Amount Requested: \$5,600.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.r Apple Blossom Tyme

c/o Clinton Breau PO Box 207, Colborne K0K 1S0

Amount Requested: \$

Information to Follow

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.s Brighton-Cramahe Chamber of Commerce

c/o Sherry Hamilton PO Box 880 Brighton K0K 1H0

Amount Requested: \$5,000.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.t Music in the Square

c/o Marie Lachner, Chair/Entertainment Director PO Box 909
Colborne K0K 1S0

Amount Requested: \$500.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

14.u Brighton Auxiliary Rescue

c/o Pare's Home Hardware Brighton, ON K0K 1H0

Amount Requested: \$1500.00

Resolution No.

BE IT RESOLVED THAT COUNCIL:

APPROVE / DENY / DEFER this grant request

15. MOTIONS ARISING FROM COUNCIL INFORMATION PACKAGE

Lower Trent Conservation Authority re. Letter dated November 16, 2020 - Proposed Changes to the Conservation Authorities Act under Bill 229.

Resolution No. No. 2020-391

Moved by Councillor Clark

Seconded by Deputy Mayor Arthur

WHEREAS the Province has introduced Bill 229, Protect, Support and Recover from COVID 19 Act - Schedule 6 – Conservation Authorities Act; and

WHEREAS the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications; and

WHEREAS we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulating development and engaging in reviews of applications submitted under the Planning Act; and

WHEREAS the changes allow the Minister to make decisions without CA watershed data and expertise; and

WHEREAS the Legislation suggests that the Minister will have the ability to establish standards and requirements for non-mandatory programs which are negotiated between the conservation authorities and municipalities to meet local watershed needs; and

WHEREAS municipalities require a longer transition time to put in place agreements with conservation authorities for non-mandatory programs; and

WHEREAS municipalities believe that the appointment of municipal representatives on CA Boards should be a municipal decision; and the Chair and Vice Chair of the CA Board should be duly elected; and

WHEREAS the changes to the 'Duty of Members' contradicts the fiduciary duty of a CA board member to represent the best interests of the conservation authority and its responsibility to the watershed; and

WHEREAS conservation authorities have already been working with the Province, development sector and municipalities to streamline and speed up permitting and planning approvals through Conservation Ontario's Client Service and Streamlining Initiative; and

WHEREAS changes to the legislation will create more red tape and costs for the conservation authorities, and their municipal partners, and potentially result in delays in the development approval process; and

WHEREAS municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking water.

THEREFORE BE IT RESOLVED THAT the Province of Ontario withdraw Schedule 6 from Bill 229; and

THAT the Province continue to work with conservation authorities to find workable solutions to reduce red tape and create conditions for growth; and

THAT the Province respect the current conservation authority/municipal relationships;

AND THAT the Province embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed management role.

CARRIED

15.a County Fire Chiefs - COVID 19 Letter

Call for stricter COVID restrictions, especially for travelers into Northumberland County.

Resolution No. No. 2020-392

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council support the letter from the Fire Chiefs of Northumberland County regarding stricter COVID restrictions; and

THAT the resolution of support be sent to the President of the Chief's Association, Tim Blake.

CARRIED

16. OPEN FORUM

Members of the public have three (3) minutes to ask general questions and are not to enter into debate. Please state your name and address for the records. Each member may only speak once.

Gritt Koehl, Grafton - Thanked and commended Staff and Council for the work they have done within the year. Planning and Development spoke last year about moving the Economic Development funds within the budget and this was not done. Thank you for placing the names on each of the By-laws listed on website. Cramahe has been the leader with Zoom and such, but need to consider live streaming.

Len Patterson, Colborne - Day went very well and budget process was easy to follow and a great idea. Can you have a Water Infiltration committee?

17. CONFIRMING BY-LAW, 2020-87

Resolution No. No. 2020-393

Moved by Councillor Clark

Seconded by Deputy Mayor Arthur

Be it resolved that Council approve By-law 2020-87, being a By-law to confirm the proceedings of the Corporation of the Township of Cramahe Special Council Meeting held on December 1, 2020, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-law book.

CARRIED

18. ADJOURNMENT

Resolution No. No. 2020-394

Moved by Councillor Van Egmond

Seconded by Deputy Mayor Arthur

Be it resolved that Council adjourn the meeting at 6:21 pm.

CARRIED

19. 2021 BUDGET SURVEY RESULTS

Let's Talk Cramahe Survey Results on 2021 Budget Consultations

Mayor

Clerk



**Township of Cramahe Council Meeting
Minutes**

November 17, 2020, 6:00 p.m.

Members Present: Mayor Martin
Deputy Mayor Arthur
Councillor Van Egmond
Councillor Gilligan
Councillor Clark

Staff Present: CAO/Treasurer, A. McNichol
Clerk J. Hyde
Deputy Clerk H. Grant
Manager, Planning & Development, H. Sadler
Manager of Public Works & Environmental Services, D. MacPherson

1. MEETING DETAILS

Join Zoom Meeting: <https://us02web.zoom.us/j/87623241572>

Meeting ID: 876 2324 1572

Dial by your location: 1 647 558 0588 / 1 647 374 4685

2. CALL TO ORDER

As we gather, we are reminded that the Township of Cramahe is situated on treaty land that has a rich Indigenous history. As a

municipality, we have a responsibility for the stewardship of the land on which we live and work. Today we acknowledge the Anishnabek, Huron-Wendat, Haudenosaunee (Iroquois) and Ojibway/Chippewa on whose traditional territory we are meeting.

This territory is covered by the Williams Treaty.

Mayor Martin called the meeting to order at 6:00 p.m.

3. RECORDING EQUIPMENT

In accordance with By-Law 2020-17, members of the Public are to advise the Mayor or the Clerk of the use of devices for transcribing or recording the proceedings of open session by auditory or visual means prior to the meeting. An individual must be granted permission by the Mayor and/or the Clerk of the Township of Cramahe to audio/visual record any meeting.

As per The Township of Cramahe Records Retention By-law 2020-17, the Digital Privacy Act and The Personal Information Protection and Electronic Documents Act, individuals must swear that they will not attempt to alter the audio/video recordings of today's meeting. Subject to the Municipal Freedom of Information and Protection of Privacy Act, the Digital Privacy Act and The Personal Information Protection and Electronic Documents Act, the Mayor and/or the Clerk may at any time request a copy of the recording and individuals will be required to produce the recording within 5 business days.

4. OPEN DELEGATION FOR ITEMS ON AGENDA

Members of the Public have three (3) minutes to ask questions on items listed on the current agenda. Please state your name and address for the records. Each member may only speak once.

Len Patterson, Colborne requested more information on the Watermain Replacement and the reasoning behind the Council Remuneration increases.

5. CONFIRMATION OF AGENDA

Resolution No. 2020-362

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council waive procedure by-law section 4.1 to suspend the rules to allow for a closed session item under 7.3 (Notice of Closed Meeting), without notice, regarding the sale or disposition of land to be introduced without notice as it is of urgent nature.

CARRIED

Resolution No. 2020-363

Moved by Deputy Mayor Arthur

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council introduce an item without notice for closed session under 7.3 Notice of Closed Meeting.

CARRIED

Resolution No. 2020-364

Moved by Councillor Clark

Seconded by Councillor Gilligan

Be it resolved that Council approve the agenda, as amended, to include Closed Session - Matters relating to the Sale or Disposition of Land - Verbal Update.

CARRIED

6. DECLARATION OF PECUNIARY INTEREST

Members can declare now or at any time during the meeting.

6.a County Road 2 Watermain Replacement Tender Results, PW-08-20

Family member works for bidding company (Deputy Mayor Sandra Arthur)

Deputy Mayor Arthur declared a conflict on this item. (Family member works for bidding company (Deputy Mayor Sandra

Arthur))

7. DELEGATIONS/PRESENTATIONS

7.a Rhonda Bateman, CAO, Lower Trent Conservation

Rhonda Bateman, CAO, Lower Trent Conservation presented. CIP and December meeting

Resolution No. Resolution No.2020-365

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

BE IT RESOLVED THAT Council receive the delegation by Rhonda Bateman, CAO, Lower Trent Conservation, for information.

CARRIED

8. ADOPTION OF MINUTES

Resolution No. 2020-366

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

Be it resolved that Council approve the minutes of the following meeting(s):

CARRIED

8.a November 6, 2020 Special Council Meeting

8.b November 11, 2020 Special Council Meeting

8.c November 3, 2020 Special Council

8.d October 20, 2020 Council Meeting

9. RECOMMENDATIONS FROM STANDING COMMITTEES

9.a Alternative Voting Methods 2022 Municipal and School Board Elections, CLERKS-21-20

Resolution No. 2020-367

Moved by Councillor Clark

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council approve Alternative Voting Methods for the 2022 Municipal and School Board Elections - Online and Telephone Voting.

CARRIED

9.b County Road 2 Watermain Replacement Tender Results, PW-08-20

Deputy Mayor Arthur declared a conflict on this item. (Family member works for bidding company (Deputy Mayor Sandra Arthur))

Resolution No. No. 2020-368

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council approve Tender 2020-06 for the County Road 2 Watermain Replacement be awarded to Avertex Utility Solutions Inc. For the sum of \$379,302.00 plus HST.

CARRIED

9.c Colborne Drinking Water System Inspection Report, PW-09-20

Resolution No. No. 2020-369

Moved by Councillor Gilligan

Seconded by Councillor Clark

BE IT RESOLVED THAT Council receive Report PW-09020, for information.

CARRIED

9.d VOLUNTEER POLICY, CLERKS-23-20

Resolution No. No. 2020-370

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council approve the Volunteer Policy.

CARRIED

9.e Council Remuneration, ADMIN-18-20

Resolution No. No. 2020-371

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

BE IT RESOLVED THAT Council approve the Remuneration By-Law regarding the expenses for members of Council at the November 17th, 2020 Council meeting.

CARRIED

9.f Non-Union Cost of Living Adjustment Report, ADMIN-17-20

Resolution No. No. 2020-372

Moved by Deputy Mayor Arthur

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council approval a 1.0% Cost of Living increase retroactive to January 1, 2020, as provided for in the 2020 Budget for Management, Non-Union Staff, Firefighters, and Council.

CARRIED

9.g Asset Management Update - Approval of Charter with Public Sector Digest, FIN-07-20

Resolution No. No. 2020-373

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council approve the Lifecycle Framework and Levels of Service Framework Development Project Charter and associated By-Law at the November 17th, 2020 Council meeting.

CARRIED

9.h By-Law Progress Report, PLAN-34-20

Resolution No. No. 2020-374

Moved by Councillor Clark

Seconded by Deputy Mayor Arthur

BE IT RESOLVED THAT Council receive PLAN-34-20, for information.

CARRIED

9.i George Court Assumption of Subdivision, PLAN-38-20

Resolution No. No. 2020-375

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council assume the George Court Subdivision, registered as Plan 637; and

THAT Council accept all works and services under the jurisdiction of the Township within the subdivision to become the property of the Township of Cramahe; and

THAT the Clerk to notify Northumberland County of this assumption; and

THAT the Subdivision Agreement Instrument Number 153766 be released from title; and

THAT Council authorize the Solicitor to prepare any necessary documents and authorize the Mayor and Clerk to sign them; and

THAT the Clerk prepare the necessary by-law to Council to accept all works and services of the said plan of subdivision and

assume the following streets as public highways: Keeler Court;
and

THAT Council direct the CAO/Treasurer, to amend the parcel designation in the by-law, if necessary, upon registration of the by-law.

CARRIED

10. REPORTS OF MUNICIPAL OFFICERS

None.

11. BY-LAWS

11.a Provide for the Assumption of Public Highways in the George Court Subdivision, Registered Plan 637, In the Township of Cramahe in accordance with Section 31(4) of the Municipal Act, Chapter 25, S.O. 2001, 2020-85

Resolution No. No. 2020-376

Moved by Councillor Van Egmond

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council approve By-Law 2020-85, being a By-Law to assume public highways in the Georges Court Subdivision, Registered Plan 637, in the Township of Cramahe, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

CARRIED

11.b Establish and set rates of remuneration for elected officials for the Township of Cramahe, 2020-81

Resolution No. No. 2020-377

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

BE IT RESOLVED THAT Council approve By-Law 2020-81, being a By-Law to establish and set rates for elected officials for the Township of Cramahe, be read a first, second and third time,

finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

CARRIED

11.c Authorize the approval of the Lifecycle Framework and Levels of Service Framework Development Project Charter with Public Sector Digest and the Township of Cramahe, 2020-82

Resolution No. No. 2020-378

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council approve By-Law 2020-82, being a By-Law to authorize the approval of the Lifecycle Framework and Levels of Service Framework Development Project Charter with Public Sector Digest and the Township of Cramahe, be read a first, second and third time, finally passed, sealed and entered into the By-Law Book.

CARRIED

12. MOTIONS TO RECEIVE COUNCIL INFORMATION PACKAGE

Resolution No. No. 2020-379

Moved by Deputy Mayor Arthur

Seconded by Councillor Van Egmond

Be it resolved that Council receive the Council Information Package dated October 15, 2020, October 22, 2020, November 5, 2020, and November 12, 2020, for information.

CARRIED

13. MOTIONS ARISING FROM COUNCIL INFORMATION PACKAGE

None.

14. OPEN FORUM

Members of the public have three (3) minutes to ask general questions and are not to enter into debate. Please state your name and address for the records. Each member may only speak once.

Tim Williams & Kyle Maclean (speaking on behalf Fidelity Group Inc.), Colborne, spoke to their request to purchase property within the Industrial Park in Colborne and asked if and when the Township would be considering Fidelity's Expression of Interest. Mayor Martin stated "yes" to both questions and indicated that Council will need time to address, as this is being discussed in Closed Session this evening.

Len Patterson, Colborne asked how the public will be made aware of what each Council member will be paid for their meetings and if that would require an FOI request. Clerk J. Hyde advised that the Clerks Office has included an Open Government portal on the Cramahe website which would include monthly postings of Councillor expenses, as discussed in her Clerks Update report at the last council meeting.

15. COUNTY REPORT

Mayor Martin advised that the County will be receiving nominations for Warden at the November 18, 2020 County Council meeting.

16. CLOSED MEETING

Resolution No. No. 2020-380

Moved by Deputy Mayor Arthur

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council move into closed session at 7:18 p.m to discuss matters relating to the proposed sale or disposition of land (Industrial Park); and

THAT CAO/Treasurer A. McNichol, Deputy Clerk H. Grant, Manager of Planning & Development H. Sadler, Manager of Public Works & Environmental Services Dave MacPherson, and Clerk J. Hyde remain in attendance.

CARRIED

Resolution No. No. 2020-381

Moved by Councillor Clark

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council come out of closed session at 8:29 p.m.

CARRIED

Resolution No. No. 2020-382

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

BE IT RESOLVED THAT Council receive the Verbal Update regarding the proposed sale and disposition of land (Industrial Park); and

THAT Council reject the two offers to purchase land and the expression of interest to purchase land in the Cramahe Industrial Park; and

THAT Council direct the CAO/Treasurer to prepare a letter of refusal to the three parties for distribution by registered mail on November 18, 2020; and

THAT the correspondence includes Council's intent to not pursue any further offers or expression of interest until a revised Industrial Land Development Policy has been approved.

CARRIED

Resolution No. No. 2020-383

Moved by Deputy Mayor Arthur

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council direct staff to seek a formal valuation of municipal owned industrial lands by a qualified Real Estate Appraiser prior to February 2021; and

THAT the Manager of Planning & Development be directed to prepare an updated Industrial Land Development Policy (dated November 2014) for consideration by Council; and

THAT Council refuse any offer to purchase or intent to purchase until Council has considered an approved updated Industrial Land Development Policy.

16.a November 6, 2020 Closed Minutes Special Council

16.b November 3, 2020 Special Council Meeting

17. CONFIRMING BY-LAW, 2020-86

Resolution No. No. 2020-384

Moved by Councillor Gilligan

Seconded by Councillor Clark

Be it resolved that Council approve By-law 2020-86, being a By-law to confirm the proceedings of the Corporation of the Township of Cramahe Council Meeting held on November 17, 2020, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-law book.

CARRIED

18. ADJOURNMENT

Resolution No. No. 2020-385

Moved by Councillor Van Egmond

Seconded by Councillor Gilligan

Be it resolved that Council adjourn the meeting at 8:34 p.m.

CARRIED

Mayor

Clerk



REPORT

Select a Department

Meeting: Choose an item.

Date: December 15, 2020

Report No.: ADMIN-20-20

RESOLUTION NO:_____ **BY-LAW NO:** _____

Subject: 34 Victoria Health Unit Update

Recommendation(s):

BE IT RESOLVED THAT Council receive Report ADMIN-20-20 for information; and

THAT Council approve the use of the COVID-19 reserves to offset the overages generated from the paving of the parking lot at 34 Victoria Street; and

THAT Council request the CAO/Treasurer bring back a financial report on the 34 Victoria Health Unit Project when complete

Background:

The Northumberland Health Team communicated with Cramahe Township in October 2019 regarding the possibility of finding a location for a rural health outreach center. Staff discussed this possibility and decided to show them the unused office space at the public works yard at 34 Victoria Street. The Health Team and Northumberland Hills Hospital came as a delegation to Council requesting use of the office space and all parties agreed the location at 34 Victoria would work perfectly because of its proximity to the downtown area and the facility layout.

A Memorandum of Understanding (MOU) for the use of the office space at 34 Victoria Street between Northumberland Hills Hospital, the Community Health Centers of Northumberland and Cramahe was signed March 13th, 2020. At that time there were a variety of medical services being considered. The common interests for residents of

Cramahe included improved access to health care, better health outcomes, and shared knowledge and learning.

The two major capital components to the MOU included the grading and paving of the parking lot and interior renovations to the building located at 34 Victoria. The intent was to have the new healthcare facility open spring of 2020. However, on March 17th, 2020 the Government of Ontario declared a state of emergency due to Covid-19 and this pushed off the start of the interior renovations and paving of the parking lot.

Due to COVID-19 the project and all discussion related to the project stopped and didn't restart until July 2020. Meetings were held again and Report REC-15-20 on October 13th, 2020 was prepared requesting the date the MOU comes into effect would be on occupancy. This was passed by Council and a revised MOU will be signed by Mayor and Clerk.

Due to the resurgence and second wave of COVID-19, there were additional medical services now being considered at the Health Centre. To get the new Health Centre set up as quickly as possible, a team made up of the CAO/Treasurer, Manager of Parks, Recreation and Facilities, Manager of Planning and Development, and Manager of Transportation and Environmental Services was formed. The Mayor also attended these meetings. Meetings were held once a week with sometimes a second meeting needed in order to keep the project on track.

Staff Comments:

Paving of the Parking lot

Earlier on in the year, the previous Operations Manager had the paving and shaping of the parking lot set up to complete. The previous Operations Manager received three formal quotations generated from a formal invitation to quote for the paving work. The Manager of Parks, Recreation and Facilities set up the granular base work to be done the week November 2nd, 2020.

With the need to have a manager look after each separate project (paving of parking lot & interior work), the Manager of Transportation Services took over the paving of the parking lot project on November 10th, 2020 and the Manager of Parks, Recreation and Facilities focused on the interior renovations.

Staff engaged Lassing Dibben to prepare a site plan including drainage and parking spots. The drainage plan was sent to Lower Trent Conservatio Authority (LTCA) for approval on September 25th, 2020. The LTCA made note that an agreement with Lakefront Utilities would be required for them to approve the application as Lakefront Utilities own part of the parking lot east of the sub-station. A special Council meeting was held, and the agreement was passed by Council and LTCA approved on October 22nd, 2020.

Geotech report was received on November 3rd, 2020.

Pulverizing occurred on November 5th, 2020.

Granular base work began on November 10th, 2020. As the work proceeded, unsuitable material was found underneath the existing pavement and it was recommended by the Geotech inspector that was onsite that the material had to be removed. As a result, the contractor had to dig down significantly more than was anticipated. As work continued, black earth was discovered, which could indicate contamination. This required the soil to be tested. The initial soil analysis came back December 7th, 2020. Staff is working with the Geotech consultant to find out the most cost-effective way to dispose of the unsuitable material.

Completing the parking lot was incredibly time sensitive due to fact the construction was the entire public works yard, which would disrupt services in the event of an emergency, and having this project done as soon as possible with the rise in COVID-19, and the need for a medical facility. Public health and safety was a significant risk in both cases.

The first lift of the paving occurred on December 9th, 2020. The second lift will go on spring of 2021. This will complete the job.

As a result of these issues, the current cost to the Township is \$92,072. This does not take into consideration the disposal of the unsuitable material, which could dramatically increase costs. It is recommended that the overages be taken from the COVID-19 reserve, which is \$174,000.

The amount included in the 2020 budget was \$30,000 with the Northumberland Hills Hospital contributing \$30,000.

Interior Renovations

Initial meetings were held in October 2019 with staff and a plan was developed for a simple renovation. Cramahe building department suggested at this time that an architect be hired to inspect the site and provide drawings for building permit. Staff hired Lassing Dibben to perform this work.

Staff had several meetings with the health team and a local contractor in November and December 2019 to build the plan for the renovated space as the requirements were changing with each meeting. Staff presented budgetary numbers to the health team for both the proposed renovation and paving of the yard at this time. The health team offered to pay for the renovation in its entirety and half of the cost for paving the yard. Staff met with the public works department who offered to do the pre-paving excavation work to help save some costs and allow the paving company to perform the final grade.

Meetings with the health team and staff continued through January and February developing the plan for the renovated space. Lassing Dibben provided drawings for the renovated space and a local contractor provided a budgetary price for the work. This budgetary price was presented to the health team on March 09, 2020.

In June 2020 the health team spoke to staff regarding re-starting the project, more meetings were held. A final quote for the renovation, based on the drawings from Lassing Dibben was presented to the health team. Drawings were given the Cramahe building department for review and building permit.

Council authorized the contract for the office renovations at 34 Victoria to James Rutherford Construction at a total cost of \$42,128.64. Report REC-11-20 on August 14th, 2020. Staff worked with the CBO and demolition started in August 2020.

An-interim CBO started working on the project and included the Manager of Planning and Development. They then determined that due to the new use of the facility that the parking lot would also be a requirement for the building permit to be issued. Staff worked with the architect and an application was sent to Lower Trent Conservation Authority on September 25, 2020.

Staff met with the health team on several occasions between August and October to keep them updated with the changing schedule as well as further tweaks to the plan at their request.

Staff has continued to work with the contractor and on December 8, 2020 Cramahe CBO performed an inspection on the renovation, which passed. The contractor is hoping to have the renovated space available to the health team the week of December 21st.

The new accessible ramp and stairway will not be completed until the New Year however staff does not anticipate this will hold up the health team.

The health team intends to open for business by February 2021.

Financial Implications:

Paving of the Parking Lot

As a result of these issues, the current cost to the Township is \$92,072. This does not take into consideration the disposal of the unsuitable material, which could dramatically increase costs. It is recommended that the overages be taken from the COVID-19 reserve, which is \$174,000.

The amount included in the 2020 budget was \$30,000 with the Northumberland Hills Hospital contributing \$30,000.

Interior Renovations

As per the MOU, NHH will be paying for the interior renovations and are being billed back as work progresses.

Concluding Comments:

In conclusion, the Township has run into several unforeseen issues with the 34 Victoria Health Unit project, which has caused delays and some cost overruns. However, the Health Unit is scheduled to open its doors in early 2021 and this will allow Cramahe residents access to improved health care, better health outcomes, and shared knowledge and learning. This project has added importance with the second wave of COVID-19 and post COVID-19.

Submitted by:

Arryn McNichol, CAO/Treasurer

Reviewed by:

Dave MacPherson, Manager of Transportation and Environmental Services

Reviewed by:

Jeff Hoskins, Manager of Parks, Recreation and Facilities

Reviewed by:

Heather Sadler, Manager of Planning and Development

Report Approval Details

Document Title:	34 Victoria Health Unit Update.docx
Attachments:	
Final Approval Date:	Dec 11, 2020

This report and all of its attachments were approved and signed as outlined below:

No Signature - Task assigned to ARRYN MCNICHOL was completed by workflow administrator JOANNE HYDE

ARRYN MCNICHOL - Dec 11, 2020 - 9:17 AM



REPORT

Parks & Recreation

Meeting: Choose an item.

Date: December 15, 2020

Report No.: REC-20-20

RESOLUTION NO:_____ **BY-LAW NO:** _____

Subject: Downtown Revitalization – Street Light Banners

Recommendation(s):

BE IT RESOLVED THAT Council receive Report REC-20-20 for information; and

THAT Council authorize staff to contract with Project Lola to create sixty (60) new street light banners for a total cost of \$11,400 + applicable taxes and that it be funded from the Downtown Revitalization Fund.

Background:

Cramahe Township has banners on light polls at 60 locations throughout Colborne and Castleton. These banners are to promote the seasons and special events within the Municipality. Banners have not been purchased in many years and only a few Christmas ones remain.

Cramahe Township received funds for the Downtown Revitalization. Part of these funds was set aside to replace the banners. The Downtown Revitalization funds are required to be spent as soon as possible as the deadline has passed.

Staff has researched a variety of banners and the Downtown Revitalization working group also looked at different designs. A look that many have shown appreciation for are banners that show historical pictures of Cramahe, including Colborne and Castleton. See attached samples. Other Municipalities have similar banners, including pictures of

fallen local soldiers from the various wars as well as buildings that may not be standing any longer.

Staff reached out to a variety of organizations that sell banners, particularly ones that have their own design group. Creating banners with pictures of the past require someone who can design the banner graphics to match the size of the banner with quality and precision. Staff received one no bid due to their concern that there could be copyright infractions. Staff also received a no bid due to their lack of quality pictures and design abilities to achieve a quality product.

Staff reached out to Project Lola, a local firm that provides services such as graphic and banner design and project management. The owner provided a competitive quote (based on prices advertised by other firms) and can also provide quality imagery. Project Lola has 12 historic hi-resolution images that can be used for the proposed banners as well as many others. They also have access to three local photographers with hi-resolution historical and none historical images that they can utilize with no copyright infringement.

The banners in Cramahe Township are 24" x 48" and 24" x 56" depending on the location. These are larger than typical sized banners and require hi-resolution imagery to portray the image properly without being pixelated.

Project Lola has proposed the banners to be created as such:

- Full colour on both sides
- 24 oz. Vinyl (as opposed to 13 oz. for better life expectance)
- UV Links
- Single stitch with 2 part poly glue backing
- \$165 each
- \$1500 for:
 - Project design and management
 - Professional camera ready art with design
 - Hi-resolution .pdf proofing

Total cost for 60 banners - \$11,400.00

If Council approves the purchase of the banners staff will work with Project Lola to pick the best suited design for each banner location.

Financial Implications:

\$11,400 to be funded from the Downtown Revitalization Fund already received.

Recommendation:

THAT Council authorize staff to contract with Project Lola to create 60 new banners at a total cost of \$11,400 + applicable taxes and that it be funded from the Downtown Revitalization Fund.

Submitted by:

Jeff Hoskin, Manager of Parks, Recreation and Facilities

Reviewed by:

Arryn McNichol, CAO/Treasurer

Report Approval Details

Document Title:	Downtown Revitalization - Street Light Banner.docx
Attachments:	
Final Approval Date:	Dec 10, 2020

This report and all of its attachments were approved and signed as outlined below:

JOANNE HYDE - Dec 9, 2020 - 6:49 PM

ARRYN MCNICHOL - Dec 10, 2020 - 2:30 PM

Mr. Tony Paulic
Director of Information Technology
Northumberland County
555 Courthouse Road, Cobourg
ON, K9A 5J6

December 15, 2020

RE: Improving Connectivity for Ontario (ICON) program

Dear Tony,

I understand that the Improving Connectivity for Ontario (ICON) program is a broadband and cellular infrastructure funding program administered by the Province of Ontario.

I am pleased that Northumberland County is pursuing a utility-based model for broadband connectivity in Northumberland County and submitting an application seeking ICON funding support to deliver broadband to underserved areas.

The COVID-19 pandemic has highlighted the importance of having a fast and reliable internet connection for businesses and residents. There is inadequate broadband in Northumberland County which affects health and social services, education, and economic development. Accordingly, please know that **MUNICIPALITY** is committed to working closely with Northumberland County to ensure project success by: providing required information to the project, expediting permitting, providing co-location centres for equipment, and supporting other submissions.

Best wishes on your application to ICON!

Sincerely,

Mayor **XXX**
On behalf of **MUNICIPALITY**

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2020-91

Being a By-law to Constitute and Appoint Members to the Committee of Adjustment for the Township of Cramahe

Whereas the Ontario Planning Act R.S.O. 1990, c.P.13 as amended, Part V, Section 44 provides that every Council may by By-law constitute and appoint a Committee of Adjustment for the Municipality; and

Whereas the authority of Council to give consent under the Planning Act, R.S.O. 1990, as amended to constitute and appoint a Committee of Adjustment, set conditions for such delegation, prescribe a tariff for fees for applications, to provide for remuneration to Committee members, and to prescribe procedures for governing the calling, place and proceedings of Committee meeting; and

Whereas pursuant to the Planning Act, (9) the members of the Committee shall be paid such compensation as the council may provide; and

Whereas the Council of the Corporation of the Township of Cramahe deems it appropriate to establish a Committee of Adjustment and appoint members thereto,

Now Therefore be it resolved that the Council of the Corporation of the Township of Cramahe hereby enacts as follows:

1. **That** effective with the date of passage of this by-law, the persons as listed within "Schedule A" of this by-law shall constitute and hereby be appointed as members of the Township of Cramahe Committee of Adjustment for the term ending on December 31 of each calendar year; and
2. **That** the Chair be elected annually at the first meeting of each year;
3. **That** it shall be the responsibility of the Committee of Adjustment to comply with the Rules of Procedure and Terms of Reference and have regard to such matters as are prescribed in the Planning Act, R.S.O, 1990, as amended, or any Regulation there under; and
4. **That** By-Law 2020-28 is hereby repealed and replaced; and
5. **That** this By-law come into full force and effect on the date of passage thereof.

Read a first, second and third time, and finally passed this 15th day of December 2020.

Mandy Martin, Mayor

Joanne Hyde, Clerk

“Schedule A” to By-law 2020-91

1. _____

2. _____

3. _____

4. _____

5. _____

OFFICIAL PLAN AMENDMENT NO. 15
OFFICIAL PLAN OF THE
TOWNSHIP OF CRAMAHE

AGGREGATE RESOURCES

Prepared For:

The Corporation of the
Township of Cramahe

Prepared By:

EcoVue Consulting Services Inc.
Peterborough, Ontario

November 27, 2019

–Revised to Dec 8, 2020)

**THE CORPORATION OF THE
TOWNSHIP OF CRAMAHE**

BY-LAW NO. 2020-XX

Being a By-law passed pursuant to the provisions of Sections 17 and 21 of the *Planning Act*, R.S.O. 1990, as amended.

The Council of the Corporation of the Township of Cramahe, in accordance with the provisions of Sections 17 and 21 of the *Planning Act*, R.S.O. 1990, as amended, hereby enacts as follows:

1. Amendment No. 15 to the Official Plan of the Township of Cramahe, consisting of the attached explanatory text and Schedule "A", is hereby adopted.
2. The Clerk is hereby authorized and directed to make application to the County of Northumberland for approval of Amendment No. 15 to the Official Plan of the Township of Cramahe.
3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 17(23) of the *Planning Act*.
4. This By-law shall come into force and take effect on the day of final passing thereof.

Enacted and passed this _____ day of _____, 2020.

Signed: _____

Mayor, Mandy Martin

CORPORATE SEAL OF
MUNICIPALITY

Signed: _____

Clerk, Joanne Hyde

CERTIFICATE
AMENDMENT NO. 15
OFFICIAL PLAN OF THE
TOWNSHIP OF CRAMAHE

The attached explanatory text and Schedule “A”, constituting Amendment No. 15 to the Official Plan of the Township of Cramahe, was prepared by the Council of the Township of Cramahe and was adopted by the Council of the Township of Cramahe by **By-law No. 2020-XX** in accordance with the provisions of Sections 17 and 21 of the *Planning Act*, R.S.O. 1990, on the _____ day of _____, 2020.

Signed: _____

Mayor, Mandy Martin

CORPORATE SEAL OF
MUNICIPALITY

Signed: _____

Clerk, Joanne Hyde

This Amendment to the Official Plan of the Township of Cramahe, which has been adopted by the Council of the Township of Cramahe, is hereby approved in accordance with the provisions of Sections 17 and 21 of the *Planning Act*, R.S.O. 1990, as Amendment No. 15 to the Official Plan of the Township of Cramahe.

Date

Nancy MacDonald
Clerk
County of Northumberland

**AMENDMENT NO. 15
TO THE OFFICIAL PLAN OF THE
TOWNSHIP OF CRAMAHE**

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OFFICIAL PLAN AMENDMENT NO. 15

PART “A” – THE PREAMBLE does not constitute part of this Amendment.

PART “B” – THE AMENDMENT consisting of the following text and Schedule “A” constitutes Amendment No. 15 to the Official Plan for the Township of Cramahe.

Also attached is **PART “C” – APPENDICES** which do not form part of this amendment. The appendices contain a copy of the Planning Report (dated August 6, 2019) with background information and recommendations from EcoVue Consulting Services as well as a copy of the Planning Report (dated December 3, 2019) detailing the recommended amendments to the Official Plan and Schedule “A” – Land Use Plan to the Official Plan of the Township of Cramahe from EcoVue Consulting Services.

PART A – THE PREAMBLE

PURPOSE

The purpose of the Official Plan Amendment (OPA) is: (1) delete the clause in Section 6.2.1.14 of the Official Plan pertaining to severances within 500 metres of a primary aggregate resource or existing operation; (2) to replace the text referred to in (1) with a clause directing readers to Section 5.11 (Aggregate Resources) of the Official Plan (3) to improve the consistency of Section 5.11 with the relevant policies of the Provincial Policy Statement (2014); (4) to improve the conformity of Section 5.11 with A Place to Grow: Growth Plan for the Greater Golden Horseshoe (with respect to resource re-use and recycling only); and (5) to update Schedule “A” – Land Use with revised Aggregate Resource area mapping.

The amendment applies to the entirety of the Township of Cramahe, is required by the *Planning Act*, and will bring the Official Plan of the Township of Cramahe into greater conformity with the Northumberland County Official Plan and A Place to Grow: Growth Plan for the Greater Golden Horseshoe, as well as improving the consistency of the Official Plan with the 2014 Provincial Policy Statement.

BASIS

A comprehensive update of the Official Plan of the Township of Cramahe (COP) was initiated in 2015. The review was nearly complete when the 2017 Growth Plan for the Greater Golden Horseshoe came into force. The Update was put on hold to provide sufficient time to bring the COP into conformity with the Growth Plan, and was further put on hold in anticipation of any changes arising as a result of the most recent Provincial election (2018). A Place to Grow: Growth Plan for the Greater Golden Horseshoe (the “Growth Plan”), came into force on May 16, 2019. As part of the Official Plan Update, a review of existing mapping of aggregate resources was undertaken by EcoVue Consulting Services, in consultation with staff from the Ministry of Natural Resources and Forestry (MNRF) and municipal staff. The review also considered changes to policy which would reflect recent policy changes at the provincial level. Additionally, property owners have provided documentation regarding exhausted resources and/or surrendered licenses which necessitates further revision of the aggregates mapping. Official Plan Amendment No. 13 provides an interim solution to the issues identified by Township staff and community members as requiring immediate attention in advance of completing the municipal comprehensive review of the Official Plan.

The background planning reports are included in **Part C – Appendices**. The Planning Report dated December 3, 2019 included a summary of the public comments received at the Public Open House held on October 8, 2019. Comments received at the Public Meeting held on January 7, 2020 and second Public Meeting (not statutory) held on October 13, 2020 are included with this report.

PART B – THE AMENDMENT

1. INTRODUCTORY STATEMENT

All of this Part of the document entitled Part B – The Amendment consisting of the following text and the attached map designated as Schedule “A” constitutes Amendment No. 15 to the Official Plan of the Township of Cramahe.

2. DETAILS OF THE AMENDMENT

The Official Plan of the Township of Cramahe is hereby amended as follows:

1. Section **6.2.1.14 AGGREGATE RESOURCES** is hereby amended by deleting and replacing the text, which shall read as follows:

“Consult Section 5.11, Aggregate Resources, and in particular Section 5.11.7, Protection of Mineral Aggregate Resources and Operations”.

2. Section **5.11.7 Restricted Construction** is hereby amended by deleting and replacing the title of the Section with the following:

“Protection of Mineral Aggregate Resources and Operations”.

3. Section **5.11.7 Restricted Construction** is hereby amended by deleting and replacing the text which shall read as follows:

“The construction of buildings and changes of land use which are deemed to be incompatible with future aggregate extraction in and adjacent to areas designated Aggregate Resources will be discouraged, to protect such resources for development at some future time.

It is recognized by this Plan, however, that extraction may not be feasible or advisable in all areas identified as Aggregate Resources. The municipality, in consultation with the Ministry of Natural Resources and Forestry, may permit non-aggregate land uses or developments in or adjacent to existing operations and areas designated for Aggregate Resources under carefully considered circumstances:

- a) Sensitive land uses should not be permitted within 300 metres of licensed sand and gravel pit operations and 500 metres of licensed quarry operations, unless studies are completed to demonstrate that the encroachment of the sensitive land uses will not be impacted by such matters as groundwater interference, noise, dust, traffic and vibration.
- b) Development in or within 300 metres of lands identified as “Aggregate Resource” on Schedule “A” of this Plan, which would preclude or hinder the

establishment of new mineral aggregate operations or access to the mineral aggregate resources, shall only be permitted if:

- i) Resource use would not be feasible
- ii) The proposed land use or development serves a greater long-term public interest; and
- iii) Issues of public health, public safety and environmental impact are addressed.

Where non-aggregate land uses or development are permitted within areas designated Aggregate Resources, the subject parcel of land shall be deemed to fall under the Agricultural or Rural designation depending upon its specific location and adjacent designation, and the policies of Section 5.2 or 5.3 of this Plan shall apply”.

4. Section **5.11 Aggregate Resources** is hereby amended with the addition of subsection **5.11.10 Conservation of Resources** and shall read as follows:

“Mineral aggregate resources shall be used wisely, including utilization or extraction of on-site mineral aggregate resources prior to development occurring. Conservation of mineral aggregate resources is encouraged, including through the use of accessory aggregate recycling facilities within operations, wherever feasible”.

5. Schedule “A” to the Official Plan is amended by:

- Changing the land use designation of certain lands from the Environmental Protection designation to the Aggregate Resource designation, as shown on the attached Schedule “A” to this Amendment
- Changing the land use designation of certain from the Aggregate Resource Designation to the Environmental Protection designation, as shown on the attached Schedule “A” to this Amendment
- Changing the land use designation of certain lands from the Aggregate Resource designation to the Rural designation, as shown on the attached Schedule “A” to this Amendment
- Changing the land use designation of certain lands from the Rural designation to the Aggregate Resource designation, as shown on the attached Schedule “A” to this Amendment
- Changing the land use designation of certain lands from the Aggregate Resource designation to the Agricultural designation, as shown on the attached Schedule “A” to this Amendment
- Changing the land use designation of certain lands from the Agricultural designation to the Aggregate Resource designation, as shown on the attached Schedule “A” to this Amendment

- Changing the land use designation of certain lands from the Aggregate Resource designation to the Resort designation, as shown on the attached Schedule “A” to this Amendment

3. IMPLEMENTATION AND INTERPRETATION

The implementation and interpretation of Official Plan Amendment No. 15 shall be in accordance with the respective policies of the Official Plan of the Township of Cramahe.

APPENDIX No. 1

Planning Report (EcoVue) dated August 6, 2019

Official Plan Amendment – Policy 6.2.1.14 – Aggregate Resource
Areas Background Information and Recommendations

(EcoVue Consulting Services Inc.)

APPENDIX No. 2

Report PLAN 44-19

Proposed Official Plan Amendment No. 15 – Aggregate Resources
Designation Revisions

Planning Report (EcoVue) dated December 3, 2019

APPENDIX No. 4

Report PLAN 02-20

Proposed Official Plan Amendment No. 15 – Aggregate Resources
Designation Revisions

APPENDIX No. 5

Comments from the Public

APPENDIX No.6

Comments from Circulated Agencies

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2020-89

Being a By-law to Establish the Office of Integrity Commissioner for the Township of Cramahe and retain services for a four-year term

Whereas Section 2223.3 of the Municipal Act, 2001, S.O. 2001, c.25, authorizes the Corporation of the Township of Cramahe to appoint an Integrity Commissioner who performs the functions with respect to the application of the Code of Conduct for Members of Council and other procedures, rules, or policies governing their ethical behaviour; and

Whereas Section 223.4 to 223.8 of the Municipal Act, 2001, S.O. 2001, c.25, provide that an Integrity Commissioner appointed under Section 223.3 has certain powers, duties and protections including: the powers of a commission under Parts I and II of the Public Inquiries Act, R.S.O. 1990, c.P.41; the duty to preserve secrecy with respect to all matters that come to their knowledge in the course of performing their functions; and the protection of not being a competent or compellable witness in a civil proceeding; and

Whereas Sections 8, 9, and 11 of the Municipal Act, authorize the Township to pass by-laws necessary or desirable for municipal purposes, and in particular subsection 11(2)2 authorizing By-Laws respecting the accountability and transparency of the municipality and its operations,

Now therefore be it resolved that the Council of The Corporation of the Township of Cramahe hereby enacts as follows:

1. **That** Robert J. Swayze be retained to perform duties of Integrity Commissioner for the Township of Cramahe on a four-year term, beginning January 1, 2021; and
2. **That** the agreement attached hereto as Schedule A between the Corporation of the Township of Cramahe and Robert J. Swayze be approved as part of this By-Law; and
3. **That** the Mayor and the Clerk be authorized to execute the By-Law and the Agreement attached as Schedule A; and
4. **That** this by-law shall be deemed to be in force and effect as of January 1, 2021.

Read a first, second and third time and finally passed this 15th day of December 2020.

Mandy Martin, Mayor

Joanne Hyde, Clerk

AGREEMENT RE: INTEGRITY COMMISSIONER

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

(the "Municipality")

-and-

ROBERT J. SWAYZE

(the "Independent Contractor")

WHEREAS:

- (A) Section 223.3 of the *Municipal Act, 2001*, S.O. 2001, c.25 (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 with respect to any or all of the following:
1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
 2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
 3. The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of council and of local boards.
 4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
 5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
 6. Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.
 7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's

codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act. 2017, c. 10, Sched. 1, s. 19 (1).

- (B) In appointing an Integrity Commissioner and in assigning powers and duties to him/her, Municipality shall have regard to, among other things:
 - a. the investigator's independence and impartiality;
 - b. confidentiality with respect to the investigator's activities;
 - c. the credibility of the investigator's investigative process;
- (C) The Municipality is satisfied that the Independent Contractor has the experience as an Integrity Commissioner to meet the foregoing criteria;

NOW THEREFORE the parties agree as follows:

1. Services

- 1.1. The Municipality hereby retains and appoints the Independent Contractor as an Integrity Commissioner to provide the services set out in Section 223.3 of the Act and the Integrity Commissioner agrees to provide such services for and at the request of the Municipality and accepts such appointment.

2. Fees

- 2.1. Annual Retainer – The Municipality shall pay to the Independent Contractor in advance, an annual retainer of \$ commencing on the commencement date, plus applicable taxes.
- 2.2. Hourly Rate – In any month, the Independent Contractor shall be paid an additional fee at the rate of \$ per hour for actual time spent acting as Integrity Commissioner. The Independent Contractor agrees that such fee shall be charged or credited only for such time that the Independent Contractor is actively investigating an inquiry, preparing and presenting his/her report with respect thereto or addressing a request for advice or information from the municipality. The Independent Contractor is entitled to be reimbursed other reasonable receipted expenses related to the duties being performed.
- 2.3. Hourly Rate-Travel Time – The Independent Contractor shall be paid at the rate of \$ per hour for actual time spent travelling in relation to Integrity Commissioner duties.
- 2.4. Mileage – The Independent Contractor shall be paid at the rate of \$ per kilometre for mileage in relation to Integrity Commissioner duties.

- 2.5. Detailed Invoices – The Independent Contractor further covenants and agrees to provide detailed dockets of time spent on each matter and to identify each matter separately. The Independent Contractor shall invoice the Municipality quarterly or as otherwise required by the Clerk.

3. Term

- 3.1. The term of this Agreement (the “Term”) is for four (4) years commencing on January 1, 2021 (the “Commencement Date”) and ending on December 31, 2024. This agreement may be terminated by either party on thirty (30) days’ notice to the other provided that if the Independent Contractor has commenced an investigation, he/she will be allowed to complete such investigation and report to Council if required. Any such termination by the Municipality shall be accomplished by resolution of Council.

4. Taxes

- 4.1. All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker’s Compensation (if elected to enroll), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.

5. Independent Contractor

- 5.1. The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.

6. Delegation

- 6.1. In the event the Independent Contractor determines it to be necessary to delegate some or all of his powers and duties, then he may do so in writing to any person who has substantial experience as an Integrity Commissioner, other than a member of council and, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Invoices shall be rendered by the Independent Contractor including the cost of such delegation without mark up and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any his delegates.

7. Binding

- 7.1. This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.

8. Indemnification

- 8.1. Pursuant to Section 223.3(6) of the Municipal Act, 2001, the Municipality agrees to indemnify and save harmless the Independent Contractor, or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.

9. Legal opinions

- 9.1. The Independent Contractor is an experienced lawyer and an experienced Integrity Commissioner. There is no requirement for an Integrity Commissioner to be a licensed lawyer and it is the intent of the Independent Contractor to advise the Law Society of Ontario that he is not practicing law from and after January 1, 2021 and he will withdraw from the LawPro insurance of \$1,000,000 per occurrence required for every lawyer. The Independent Contractor covenants and agrees to maintain General Liability Insurance in the amount of \$5,000,000 per occurrence and \$2,000,000 per occurrence in errors and omissions insurance while this contract remains in force.

10. Entire Agreement

- 10.1. This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this agreement.

IN WITNESS HEREOF each of the parties hereto have executed this agreement on
December , 2020.

SIGNED, SEALED & DELIVERED

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

Per: _____

Mayor

Per: _____

Clerk

The Independent Contractor hereby accepts and agrees to the terms and
conditions herein contained.

DATED:

WITNESS

Robert J. Swayze

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2020-90

Being a By-law to Authorize the Execution of a Site Plan Agreement
between the Township of Cramahe and John West

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended, authorizes municipalities to designate areas of Site plan control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in area of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and the Zoning By-Law; and

Whereas the Council of the Township of Cramahe deems it expedient to enter into a Site Plan Agreement with the Owner,

Now therefore be it resolved that the Council of The Corporation of the Township of Cramahe hereby enacts as follows:

1. **That** a Site Plan Agreement between the Township of Cramhae and John West. for the development of the lands described as PT RDAL BTN LT 12 AND LT 13 CON 1 CRAMAHE, PART 1, 39R13313 STOPPED up and CLOSED BY ND133896; and PT LT 12 CON 1 CRAMAHE PT 2 38RR2656, S/T NC202614, CRAMAHE is authorized and such agreement is attached as Schedule A of this by-law; and
2. **That** the Mayor and the Clerk are hereby authorized to sign the Site Plan Agreement on behalf of the Township of Cramahe; and
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after is has been signed by all parties; and
4. **That** this by-law shall be deemed to be in force and effect as of December 15, 2020.

Read a first, second and third time and finally passed this 15th day of December 2020

Mandy Martin, Mayor

Joanne Hyde, Clerk

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020.

B E T W E E N:

**JOHN MAURICE WEST and
JOHN WEST CONSTRUCTION INC.**
(hereinafter collectively called the "Owner")

Party of the FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE
(hereinafter called the "Municipality")

Party of the SECOND PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in Schedule "A" annexed hereto (hereinafter referred to as the "Subject Lands");

AND WHEREAS the Owner desires to develop and maintain the Subject Lands in accordance with the plans attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an "area of site plan control" by by-law of the Corporation of the Township of Cramahe passed pursuant to Section 41 of the Planning Act, R.S.O. 1990, c.P.13, as amended;

AND WHEREAS the Municipality requires the Owner to enter into this Agreement as a condition of approval of the plans and drawings for the Owner's proposed development on the Subject Lands;

NOW THEREFORE in consideration of the premises and the sum of Two Dollars (\$2.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto agree as follows:

DEFINITIONS

1. (a) "Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto. "Developed" shall have a corresponding meaning.
- (b) "Municipal Engineer" shall mean the engineer for the Municipality or such person or persons designated in writing from time to time by the Municipality.

- (c) "Municipality" shall mean the Corporation of the Township of Cramahe.
- (d) "Owner" shall mean the Party of the First Part and shall include any and all subsequent owners of the Subject Lands or any part thereof.

SCHEDULES

- 2. The following are the Schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" -	Legal description of lands to be developed ("Subject Lands")
Schedule "B" -	Site Plan and Drawings
Schedule "C" -	Off Site Works/ Works Cost Estimates
Schedule "D" -	Performance Guarantee
Schedule "E" -	Insurance
Schedule "F" -	Regulations for Construction
Schedule "G" -	Other Provisions

The originals of the above-noted Schedules, as approved by the Municipality, are available at the Municipal Clerk's office for inspection during regular business hours.

REGISTRATION AND CERTIFICATION

- 3.
 - (a) The Owner shall, prior to the execution of this Agreement by the Owner, provide the Municipality with a current letter, directed to the Municipality and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands.
 - (b) The Owner hereby consents to the registration of this Agreement against the title to the Subject Lands, at the expense of the Owner, and agrees to provide to the Municipality, prior to the execution of this Agreement by the Municipality, a legal description of the Subject Lands in registrable form.
 - (c) Each of the Mortgagees to the full extent of its respective interest in the Subject Lands, hereby consents to the registration of this Agreement and for itself, its heirs, executors, administrators, successors and assigns, hereby subordinates and postpones all of its right, title and interest in the Subject Lands to the Municipality and to the terms, provisions, obligations, conditions and agreements contained in this Agreement.
 - (d) The Owner hereby agrees that no part of the Subject Lands shall hereinafter be conveyed, transferred, mortgaged or leased separately, and that the whole of the Subject Lands shall be treated as a single lot for all future conveyances and no testamentary instrument, conveyance, transfer, charge, lease or application shall be executed or registered, which purports to deal with only part of the Subject Lands, without the prior written approval of the Municipality.
 - (e) The parties acknowledge and agree that in the event of any breach of this agreement, the Municipality shall not thereafter be required to issue any permits, provide any approvals or any services to benefit the whole or any part of the Subject Lands.

COMMENCEMENT OF DEVELOPMENT

4. The Owner covenants that it shall not commence any Development whatsoever on the Subject Lands until:
 - (a) this Agreement has been registered on title against the Subject Lands;
 - (b) all necessary amendments to the Municipality's Official Plan and Comprehensive Zoning By-Law have received final approval pursuant to the provisions of the said Planning Act;
 - (c) the Owner has executed and registered a Site Plan Agreement in form and content satisfactory to the Municipality and provided all required security or other payments required pursuant to such amending agreement; and
 - (d) all necessary permits and authorizations have been obtained by the Owner. It is acknowledged that it is the Owner's sole responsibility to ensure that all necessary permits and authorizations as aforesaid have been obtained.

In the event that it comes to the attention of the Municipality that the Owner has failed to comply with any of the requirements of this Paragraph, the Municipality, upon seven (7) business days written notice to the Owner, may suspend or terminate this Agreement and forthwith revoke, all approvals, permits, authorizations etc. previously granted by the Municipality to the Owner. The Municipality may, at the expense of the Owner, register notice on title of the Subject Lands of the termination and/or suspension of this Agreement.

DESIGN AND SUPERVISION

5.
 - (a) The design and supervision of the construction and installation of all of the works shall be provided by a Professional Engineer retained by the Owner, who shall be certified to practice in the Province of Ontario. The Owner's Engineer shall file with the Municipal Engineer, prior to commencement of construction, a written undertaking with respect to the said works, which undertaking shall include the provision of the Engineer's Certificate upon completion that the execution of the works has been in accordance with the approved plans, Municipal standards and specifications and the terms of this Agreement.
 - (b) The Owner agrees that the cost of all design and supervision for all of the works shall be borne by the Owner.

SITE PLAN APPROVAL

6. The Municipality hereby approves all plans attached as Schedules hereto and the Owner covenants and agrees that the Subject Lands shall only be developed and maintained in strict accordance with the Schedules and terms of this Agreement and other plans filed with and approved by the Municipality (but not attached hereto) as part of the Municipality's approval process of the proposed development. The Owner covenants that no work, buildings, structures, facilities, services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Municipality.

FACILITIES AND WORKS TO BE PROVIDED AND MAINTAINED

7. (a) The Owner covenants and agrees to provide and maintain, at its sole expense, each and every facility, service, work or other matter illustrated or described on the Schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Municipality. Without limiting the generality of the foregoing, the Owner covenants and agrees with the Municipality to:
- (i) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the Schedules annexed hereto;
 - (ii) restrict parking for all vehicles on the Subject Lands to the parking areas illustrated on the Schedules annexed hereto;
 - (iii) construct all off-street vehicular loading and parking surfaces and the driveways leading thereto shown on the Site Plan, in accordance with the specifications for surfaces approved by the Municipality;
 - (iv) to mark all parking areas illustrated on the applicable schedules hereto with signs, immediately upon the completion of the construction of the parking areas;
 - (v) at all times, to properly maintain the parking areas, signs, loading areas, driveways, fire routes, exits and entrances, walkways, etc. on the Subject Lands;
 - (vi) be solely responsible for the prompt removal of snow and ice from all access ramps, driveways, fire routes, exits and entrances, parking areas, loading areas and walkways on the Subject Lands;
 - (vii) grade, alter in elevation and/or contour the Subject Lands in accordance with the Schedules annexed hereto and to ensure that all storm and surface water from the Subject Lands and from any buildings or structures thereon shall be properly disposed of to the satisfaction of the Municipal Engineer. After the final grading is complete the Owner shall file with the Municipal Engineer a plan, under seal, prepared by an Ontario Land Surveyor or Professional Engineer, setting forth the final grades of the Subject Lands and written certification, under seal, that the grades are in conformity with the applicable Schedules annexed hereto. In the event that the grading, alteration in elevation and/or contouring of the Subject Lands does not provide for the proper disposal of storm or other surface water from the Subject Lands and from any buildings or structures thereon (notwithstanding the approval of same by the Municipality) the Owner shall be required to make such alterations to the grading, elevation or contouring of the Subject Lands as are required to ensure that all storm and surface water from the Subject Lands and from any buildings or structures thereon are properly disposed of to the satisfaction of the Municipal Engineer;
 - (viii) ensure that all lighting facilities on the Subject Lands or on the buildings or structures to be constructed thereon are designed and constructed so as to divert light away from adjacent lands

and buildings and are in accordance with the requirements of all applicable legislation and regulations;

- (ix) store and dispose of garbage and other waste material in accordance with the Schedules attached hereto and the provisions of the Municipality's by-laws and in such a manner as the Municipality may from time to time direct;
 - (x) provide and maintain in a healthy and proper condition the landscaping, plantings, fencing and/or buffering shown on or described in the Schedules annexed hereto;
 - (xi) provide fire routes in accordance with and as shown on the Schedules attached hereto and the Owner shall obtain, install and maintain signs (approved by the Municipal Fire Chief) prohibiting parking at all times along the full length of the fire routes, to the satisfaction of the Municipal Fire Chief. The said fire routes shall be constructed in a manner satisfactory to the Municipal Fire Chief and without limiting the generality of the foregoing shall be sufficient to support the weight of fire fighting equipment. The requirements of this subparagraph shall be completed to the satisfaction of the Municipal Fire Chief prior to the occupancy of any building on the Subject Lands;
 - (xii) install new curbs, curb cuts, entranceways, sidewalks, and/or alter, relocate or remove such existing services as shown on the Schedules hereto; and
 - (xiii) The Owner acknowledges that the Subject Lands will be subject to the Municipality's Parking By-laws, including the By-laws regulating barrier free parking on private property. The Owner hereby agrees that it will install appropriate signage for the barrier free spaces which will include pavement marking and signage installed at a minimum of 1 metre above the ground and a maximum of 1.5 metres above the ground. The Owner shall be responsible for installing this signage prior to occupancy of the building and to maintain such pavement marking and signage, all of the foregoing to the satisfaction of the Municipality's Chief Building Official or designate.
- (b) The services, facilities, works and other matters shown or described on the Schedules hereto and/or described in the text of this Agreement shall be maintained by the Owner to the satisfaction of the Municipality and in default thereof the provisions of Section 446 of the Municipal Act, 2001, as amended from time to time, shall apply. The Municipality or the Municipal Engineer shall, except in cases of urgency or emergency as determined by the Municipality or the Municipal Engineer in their sole and absolute discretion, provide the Owner with a minimum of seven (7) business days written notice of the Municipality's intent to apply the provisions of Section 446 of the said Municipal Act and to provide a reasonable opportunity for the Owner to remedy the situation complained of prior to exercising the Municipality's authority to apply the provisions of Section 446 of the said Municipal Act.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

8. The Owner hereby acknowledges that it is solely responsible for obtaining all permits and authorizations that may be necessary and/or advisable

relating to the development proposed on the Subject Lands from all authorities having jurisdiction.

INSPECTION

9. In addition to any other rights that the Municipality may have by statute or otherwise, representatives of the Municipality may, at any time and from time to time, inspect the development and the works being undertaken on the Subject Lands.

SECURITY FOR ON-SITE & OFF-SITE WORK/SERVICES

10. (a) Any facilities, works, services, utilities and other matters to be constructed beyond the limits of the Subject Lands (herein called the "Off-Site Works") and the estimated cost of constructing and installing same are set out Schedule "C" annexed hereto. The said Schedule "C" has been prepared by the Owner's Engineer and approved by the Municipal Engineer prior to the execution of this Agreement.
- (b) In addition to describing the Off-Site Works and the estimated cost thereof, Schedule "C" hereto shall separately describe the works to be completed on the Subject Lands for which security is required (herein called the "On-Site Works"). For purposes of this Agreement, the phrase "Works Costs Estimate" shall mean the total of the estimated cost of the Off-Site Works and On-Site Works.
- (c) The Owner shall be responsible for, and shall upon demand forthwith pay to the Municipality the cost of any damage caused to the Municipality's roads, sidewalks, curbs, and entranceways as a result of the undertaking of the Owner's development. The amount of any such damages shall be fixed by the Municipal Engineer whose decision shall be final.
- (d) The Owner shall, within three (3) years of the date of this Agreement, complete the construction and installation of all the Off-Site Works and On-Site Works as outlined in the Schedule "C" attached hereto.

PERFORMANCE GUARANTEE

11. (a) In order to guarantee that the On-Site Works and Off-Site Works will be constructed and installed in accordance with the provisions of this Agreement, the Owner shall, contemporaneously with the execution of this Agreement, lodge with the Municipality "Performance Guarantee" consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in an amount equal to one hundred per cent (100%) of the Off-Site Works Estimate plus ten per cent (10%) of the On-Site Works Estimate as detailed on Schedule "C". The Performance Guarantee shall be in the form as set out in Schedule "D" hereto. The Owner covenants and agrees that the letter(s) of credit shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Municipality requesting such extension.
- (b) Maintenance Security in the amount of 15% of the estimated total cost of construction of all Off-Site Works shall be provided by the Owner in a form acceptable to the Municipality prior to the release or reduction of the Performance Guarantee by the Municipality. The Maintenance Security shall be held by the Municipality for a minimum of twelve (12) months following the date of written acceptance of the Off-Site Works by the Municipality to provide

security for the Owner's obligation to correct any and all deficiencies that arise with the Off-Site Works within the said twelve (12) month period.

- (c) Performance Guarantee for Off-Site and On-Site Works shall not be released until all such Works have been completed to the satisfaction of the Municipality and if, required by the Municipality, written certification has been received from the Owner's engineer that all or any part of the Off-Site or On-Site Works have been completed in accordance with the requirements of the Agreement.

(d) **USE OF THE MAINTENANCE GUARANTEE**

The Owner agrees that the Municipality may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Maintenance Guarantee for such purposes as the Municipality deems fit:

- (i) If the Owner fails to properly maintain, repair or replace any or all of the Off-Site Works; or
- (ii) If a claim for lien is registered or a copy thereof given to the Clerk of the Municipality pursuant to The Construction Act, R.S.O. 1990, c.C.30 as amended from time to time relative to the construction of the Off-Site Works; or
- (iii) If the Owner fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising from or in connection with or in any way relating to: (i) the maintenance, repair or replacement of any or all of the Off-Site Works and/or (ii) the other provisions of this Agreement.

(e) **REQUIREMENTS FOR RELEASE OF MAINTENANCE GUARANTEE**

The Maintenance Guarantee shall be retained by the Municipality until the Owner has provided the Municipality with satisfactory evidence there has been full compliance with the requirements of The Construction Act, R.S.O. 1990, c.C.30, and that the time for preserving liens has expired in relation to such work, services or materials for which the Municipality may, in the sole and absolute opinion of the Municipality's Solicitor, be liable.

The Municipality agrees to give seven (7) business days written notice to the Owner of the Municipality's intent to use all or any part of the Maintenance Guarantee, except in cases of emergency in which event the Municipality agrees to promptly notify the Owner as soon as possible thereafter. The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Maintenance Guarantee.

USE OF PERFORMANCE GUARANTEE

- 12. The Owner agrees that the Municipality may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Municipality deems fit if the Owner:

- (a) in any way makes or permits default in the Owner's obligations under this Agreement; or

- (b) fails to pay any fees, costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner arising out of or in connection with or in any way relating to the construction and installation of the Off-Site Works and On-Site Works or the other provisions of this Agreement.

The Municipality agrees to give seven (7) business days written notice to the Owner of the Municipality's intent to use all or any part of the Performance Guarantee, except in cases of emergency in which event the Municipality agrees to promptly notify the Owner as soon as possible thereafter. The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

INSURANCE

- 13. The Owner covenants and agrees to maintain insurance in accordance with the provisions of Schedule "E" of this Agreement.

The Owner shall obtain and maintain a policy or policies of insurance in accordance with the provisions of Schedule "E" of this Agreement and shall from time to time, at the request of the Municipality, furnish proof to the Municipality that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, the Municipality, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner shall reimburse the Municipality within ten (10) days of written demand being given by the Municipality.

The Owner hereby covenants to obtain, prior to the execution of this Agreement by the Municipality, a letter from the Owner's insurance company addressed to the Municipality certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of Schedule "E" of this Agreement. The Owner hereby acknowledges that the Municipality intends to rely on the said letter from the Owner's insurance company.

OWNER'S COSTS

- 14. (a) Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner".
- (b) The Owner shall reimburse the Municipality forthwith on demand for all administrative, planning, legal, engineering, inspection and/or other costs or expenses whatsoever incurred by the Municipality, or any of its agents, in connection with the development of the Subject Lands or in respect of this Agreement.

TAXES

- 15. The Owner agrees to pay to the Municipality, at the time of execution of this Agreement by the Owner, all municipal taxes and other charges including without limitation any local improvement charges outstanding against the Subject Lands at the time of execution of this Agreement. The Owner further undertakes and agrees to continue to pay all taxes and other charges levied on the Subject Lands or any part or parts thereof on the basis of and in accordance with the assessment and collectors roll entries.

CONSTRUCTION LIENS

16. It is agreed between the parties hereto that the registration of a claim for lien or the giving of a copy of a claim for lien to the Clerk of the Municipality pursuant to The Construction Act, R.S.O. 1990, c.C.30, as amended from time to time shall entitle the Municipality, in addition to any other remedies available to it, to use all or any part of the Performance Guarantee to satisfy the liabilities and obligations of the Municipality as may arise pursuant to the said Act.

INDEMNIFICATION OF MUNICIPALITY

17. The Owner hereby covenants and agrees to indemnify and save harmless the Municipality, their employees, workmen, agents, consultants and advisors from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands, including without limitation any or all of the Off-Site Works and On-Site Works or any provision or breach of any provision of this Agreement, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality or any of its authorized agents, servants or employees. All indemnities contained in this paragraph shall constitute a first lien and charge upon the Subject Lands.

SPECIAL PROVISIONS

18. (a) The Owner shall only construct those buildings, structures and facilities as shown on the Site Plan attached to this Agreement and the Owner agrees to apply to the Municipality to amend this Site Plan Agreement if the Owner proposes to construct any other buildings on the Subject Lands.
- (b) The Owner hereby agrees to pay for the removal or moving of any hydro-electric or other utility lines or poles that may be required by any development pursuant to this Agreement.
- (c) The Owner acknowledges and agrees that they are solely responsible for the perpetual and proper maintenance of all water mains, if any, and appurtenances on the Subject Lands.
- (d) The Owner acknowledges and agrees that the restoration of all traveled road surfaces, curb and gutter, boulevard and sidewalk shall be completed in accordance with the Municipality's standards by the Owners, at its sole expense, and to the satisfaction of the Municipality.
- (e) The Owner acknowledges and agrees that it shall provide to the Municipality written certification from a qualified engineer(s) that all of the Works have been constructed and tested in accordance with the applicable standards and specifications, which certification shall be to the satisfaction of the Municipality.

GENERAL

19. (a) The Owner agrees with the Municipality that:

- i) all necessary precautions will be taken in the development of the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
 - ii) the failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
 - iii) Minor alterations to the Schedules to this Agreement may be permitted upon the written approval of the Municipal Engineer. The Municipal Engineer shall determine whether the proposed alteration is "minor" in his sole and absolute discretion, which decision shall be final and binding on the parties hereto;
 - iv) all construction and development work contemplated by the provisions of this Agreement shall be carried in accordance with the Regulations for Construction as set out in Schedule "F" hereto or as otherwise prescribed by the Municipality from time to time;
 - v) the Owner shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as an estoppel against the Owner in any such proceedings;
- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (d) It is understood and agreed that if the Owner fails to apply for a building permit(s) for the development contemplated by this Agreement within six months from the date of the execution of this Agreement by the Municipality then the Municipality shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner for approval. Nothing in this Agreement shall affect the rights of the Municipal Chief Building Official under The Building Code Act, S.O. 1990, c.23 as amended from time to time.
- (e) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by email transmission or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Owner:

**John Maurice West and
John West Construction Ltd.
395 Peters Road
Colborne, ON
K0K 1S0
Fax- 613-394-6200
Email - johnwestconstruction@gmail.com**

to the Municipality:

**The Corporation of the Township of Cramahe
1 Toronto Street, P.O. Box 357
Colborne, Ontario K0K 1S0
Attention: Joanne Hyde, Clerk**

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof, or if emailed upon confirmation of receipt of the email.

- (f) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One Percent (1.25%) per month shall be payable by the Owner to the Municipality on all sums of money payable herein or such amount established by Council from time to time for overdue accounts, which are not paid on the due dates, calculated from such due dates.
- (g) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (h) It is hereby agreed that this Agreement shall be read with all changes of gender (masculine, feminine or neutral) and number as are required by the context and the nature of the parties hereto.
- (i) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Municipality shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of The Registry Act or Land Titles Act, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED
AND DELIVERED**
in the presence of

**THE CORPORATION OF THE TOWNSHIP OF
CRAMAHE**

Per: _____
Mayor Martin

Per: _____
Joanne Hyde, Clerk

We have the authority to bind the Corporation.

JOHN MAURICE WEST

JOHN MAURICE WEST

JOHN WEST CONSTRUCTION INC.

Per: _____

Per: _____

I/We have the authority to bind the
Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION

PT RDAL BTN LT 12 AND LT 13 CON 1 CRAMAHE, PART 1, 39R13313
STOPPED UP & CLOSED BY ND133896; TOWNSHIP OF CRAMAHE.

SCHEDULE "B"

SITE PLAN

<u>TITLE</u>	<u>DWS NO.</u>	<u>REV. NO.</u>	<u>DATE</u>	<u>AUTHOR</u>
Key Plan, Site Data & Pre-development State	LD-18-085-SP0	4	23/11/2020	Lassing Dibbens
Notes and Site Plan	LD-18-085-SP1	6	23/11/2020	Lassing Dibbens
Cross Sections	LD-18-085-SP2	3	23/11/2020	Lassing Dibbens

SCHEDULE “C”

OFF-SITE WORKS, ON-SITE WORKS
AND WORK COST ESTIMATE

On-Site Works					
Item No.	Item Description	Unit	Quantity	Unit Price	Total
Storm					
1	Supply and install catchbasin per OPSD 705.010 including excavation, bedding and backfill.	ea	1	\$2,500.00	\$2,500.00
2	Supply and install 200mm SDR35 0.5m-1m deep storm pipe including excavation, bedding and backfill.	m	30	\$150.00	\$4,500.00
3	Supply and install 300mm 0.75m-1m deep storm culvert including excavation and backfill.	m	12	\$200.00	\$2,400.00
4	Form and pour concrete headwall, including installation of orifice plate and excavation and backfill.	ea	1	\$3,000.00	\$3,000.00
5	Supply and install 450mm 0.75m-1m deep storm outlet pipe including excavation/backfill.	m	4	\$300.00	\$1,200.00
Grading					
1	Supply and place rip rap.	m ²	84	\$50.00	\$4,200.00
2	Earthworks	ls			\$70,000.00
3	Supply, place and compact 300mm Granular B for driveway construction.	m ²	4000	\$13.00	\$52,000.00
4	Supply, place and compact 150mm Granular A for driveway construction.	m ²	4000	\$10.00	\$40,000.00
5	Supply, place and compact light duty asphalt.	m ²	513	\$21.00	\$10,773.00
6	Supply, place and compact heavy duty asphalt.	m ²	3137	\$28.00	\$87,836.00
7	Supply and install silt fence, strawbale check dam and mulch.	ls			\$3,000.00
8	Misc. Removals	ls			\$10,000.00
Others					
1	Line of sight	ls			\$1,000.00
2	Concrete load dock pad.	m ²	300	\$60.00	\$18,000.00
3	Misc. Reinstatement work including supply and installation of gravel, geotextile, hydroseed.	ls			\$15,000.00
4	Barrier Free Signage	ls			\$1,000.00
Total					\$326,409.00
Off-Site Works					
Item No.	Item Description	Unit	Quantity	Unit Price	Total
Storm					
1	Supply and install 450mm 0.75m-1m deep storm culvert including excavation and backfill.	m	12	\$300.00	\$3,600.00
2	Supply, place and compact 300mm Granular B for driveway entrance.	m ²	60	\$13.00	\$780.00
3	Supply, place and compact 150mm Granular A for driveway entrance.	m ²	60	\$10.00	\$600.00
4	Supply, place and compact heavy duty asphalt for driveway entrance.	m ²	60	\$22.00	\$1,320.00
Total					\$6,300.00

SCHEDULE "D"

PERFORMANCE GUARANTEE

NAME OF BANK: _____ **Date Issued:** _____

Letter of Credit No. _____ **Amount:** _____

**ISSUED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR
DOCUMENTARY CREDITS BEING ICC PUBLICATION UCP 500**

TO: THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

WE HEREBY AUTHORIZE YOU TO DRAW ON THE _____ (Bank)
_____ (Address) _____ for the
account of _____ (Name of Customer) _____ up to an aggregate
amount _____ of _____
\$ _____ (Canadian)) available on demand.

PURSUANT TO THE REQUEST OF our customer, _____ (Name of
Customer) _____ we the _____ (Bank) _____,
_____ (Address) _____ hereby establish and give you an Irrevocable
Letter of Credit in your favour in the above amount which may be drawn on by you
at any time and from time to time, upon written demand for payment made upon
us by you, which demand we shall honour without enquiring whether you have the
right as between yourself and our said customer to make such demand, and
without recognizing any claim of our said customer, or objection by our said
customer to payment by us. Partial drawings are permitted.

DEMAND shall be made by way of a letter signed by the Clerk of your Municipality
under the corporate seal of the Municipality. Presentation shall be made to the
_____ (Bank) _____ at
_____ (Address) _____.

We acknowledge that this Letter of Credit relates to those works, utilities, services
and financial obligations set out in an Agreement between _____ (Name of
Customer) _____ and the Corporation of the _____ (Name of Municipality) _____
and _____ (Name of Mortgagee(s)) _____ relating to the development of lands in
_____ (Description of Lands) _____.

This Letter of Credit will continue in force up to _____ (Date) _____, 20__ (subject to
the condition hereinafter set out) and you may call upon payment of the full or any
partial amount outstanding under this Letter of Credit at any time or times up to
that date. It is a condition of this Letter of Credit that it shall be deemed to be
automatically extended without amendment from year to year from the
aforementioned or any future expiration date hereof, unless thirty days prior to any
such date we notify you in writing by registered mail that we elect not to consider
this Letter of Credit to be renewed for any additional period. After receipt by you of
such notice, you may draw on this Letter of Credit in full or in part.

Dated at _____ this _____ day of _____, 20__.

(NAME OF BANK)

(Authorized Signing Officer)

(Authorized Signing Officer)

SCHEDULE "E"

INSURANCE

(1)

TYPES AND AMOUNTS OF COVERAGE REQUIRED

Without restricting the scope of the indemnities required by this Agreement, the Owner shall obtain and maintain insurance of the character commonly referred to as public liability and property damage with an insurance company approved by the Municipality and duly authorized by law to underwrite such insurance in the Province of Ontario. Such policy or policies of insurance shall indemnify the Municipality and the Commission against all claims for loss, damage, injury or death directly or indirectly arising from or as a consequence of or in any way relating to any act or omission of the Owner or any officer, agent, servant, employee, workman, consultant, advisor or contractor of the Owner in the development of the Subject Lands, including without limiting the generality of the foregoing:

- (a) any loss or damage that happens to any of the Works or any of the Utilities or to any part or parts thereof respectively; and
- (b) any loss or damage that happens to any of the materials or any of the equipment or vehicles or any other things used in the construction or installation of any of the Works or any of the Utilities or any part or parts thereof respectively; and
- (c) any injury or death to any person or persons;
- (d) any loss or damage whatsoever that results from the storage, use or handling of explosives; and
- (e) any loss or damage that results from the drainage of surface waters on or from the Subdivision Lands; and
- (f) any loss or damage that happens to any public road or to any other property of the Municipality or to the property of any person.

The policy or policies of insurance shall name the Municipality and the Commission as Additional Insureds and shall provide a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, death, and damage to property including the loss thereof.

The policy or policies of insurance shall provide "occurrence type" coverage, that is to say, the policy(ies) will cover any claims which may be presented at any time (subject to the Statute of Limitations) arising from an occurrence that happened within the policy period.

The policy shall not contain a deductible clause, provided however, if the policy does contain a deductible clause, the same shall be approved by the Municipality and the Owner shall provide an additional cash deposit payable to the Municipality in an amount to be determined by the Municipality. In the event of claims made against the Municipality to which the deductible applies, the Municipality shall appoint an independent adjuster to investigate such claim, and the finding of the independent adjuster shall

authorize the Municipality to pay such claims deemed valid by such adjuster out of the additional cash deposit posted with the Municipality. In the event such additional cash deposits are deemed to be insufficient by the Municipality at any time and from time to time, the Owner hereby agrees to pay such additional cash deposits forthwith to the Municipality. All costs of the adjuster shall be borne by the Owner.

The said policy or policies of insurance shall be maintained at least until the Certificate of Assumption has been issued by the Municipality.

The issuance of such policy or policies of insurance shall not be construed to relieve the Owner from responsibility for other or larger claims for which it may be held responsible.

(2) **EXEMPTIONS OF COVERAGE PROHIBITED**

The policy or policies of insurance shall contain no coverage exemptions or limitations for:

- (a) any shoring, underpinning, raising or demolition of any building or structure; or
- (b) any pile driving or caisson work; or
- (c) any collapse or subsidence of any building, structure or land from any cause; or
- (d) any storage, handling or use of explosives.

(3) **OTHER CONDITIONS REQUIRED**

The policy or policies of insurance shall be endorsed to provide that the policy will not be altered, cancelled or allowed to lapse without sixty (60) days' written notice to the Municipality, the Commission and the Owner.

The said policy or policies of insurance shall have no exclusion for blasting and must contain a twenty-four (24) month "completed operations" clause and "cross-liability" clause.

SCHEDULE "F"

REGULATIONS FOR CONSTRUCTION

(1) REQUIREMENTS FOR BLASTING

The Owner shall, prior to commencing any blasting, obtain from the Municipal Engineer, permission to carry out the blasting operation. Any blasting operation shall be supervised on site by a qualified person. In addition, the Owner shall, prior to commencing any blasting, provide the Municipal Engineer with proof of insurance, which insurance shall comply with the requirements of this Agreement including the Schedule hereto entitled "Insurance Policies Required". The issuance of such a policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible.

(2) DUMPING OF FILL OR DEBRIS

The Owner agrees to neither dump, or permit to be dumped, any fill, debris or other material, nor to remove or permit to be removed, any topsoil or fill from any lands presently owned by or to be conveyed to the Municipality, without the written consent of the Municipal Engineer.

(3) DISPOSAL OF CONSTRUCTION GARBAGE

- (a) All construction garbage and debris from the Subject Lands must be disposed of in an orderly and sanitary fashion, at the expense of the Owner.
- (b) No open burning of garbage or debris is permitted within the boundaries of the Municipality.

(4) QUALITATIVE AND QUANTITATIVE TESTS

The Owner agrees that the Municipality may have qualitative or quantitative tests made of any materials or equipment installed or proposed to be installed on public lands. The costs of such tests shall be paid by the Owner.

(5) MAINTENANCE, CLOSING AND USE OF EXTERNAL ROADS

The Owner shall, at all times during the term of this Agreement, ensure that all public roads abutting the Subject Lands and all public roads used for access to the Subject Lands, during any construction on the Subject Lands, shall be maintained in a condition equal to that now existing and to the approval of the Municipal Engineer. If damaged, the Owner agrees to restore immediately, at its expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Municipal Engineer. No public road shall be closed without the prior written approval of the authority having jurisdiction over such public road. The Owner agrees not to use or occupy any untraveled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance. All trucks making delivery to, or taking materials from, the Subject Lands shall be covered or loaded so as not to scatter such materials on any public road. In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the

development of the Subject Lands is found upon highways outside of the Subject Lands, the Owner shall clean up same to the satisfaction of the Municipality within 24 hours of the giving of notice to the Owner or its agent by the Municipality. If the Owner has not caused same to be cleaned up within 24 hours as aforesaid, it is agreed that the Municipality may, at its sole option, carry out the required clean-up work at the Owner's expense plus thirty per cent (30%) of the total cost thereof for inconvenience caused to the Municipality. All construction vehicles going to and from the Subject Lands shall use the access routes, if any, designated by the Municipal Engineer.

(6) **LAWN REPAIR**

Any damage to existing lawns whether on private or public property shall be reinstated by the Owner at its expense with nursery sod in accordance with the Municipality's specifications and to the satisfaction of the Municipal Engineer.

(7) **PONDING CONTROL**

The Owner agrees to carry out such grading and/or drainage works as may be necessary to prevent or eliminate the ponding of surface water or other conditions which may, in the opinion of the Medical Officer of Health, be favorable to the breeding of mosquitoes. This work shall be done before the month of June each year. No work shall be required from October to May.

SCHEDULE "G"

OTHER PROVISIONS

SCHEDULE "A"

LEGAL DESCRIPTION

PARCEL ONE: PT RDAL BTN LT 12 AND LT 13 CON 1 CRAMAHE, PART 1,
39R13313 STOPPED UP & CLOSED BY ND133896;
TOWNSHIP OF CRAMAHE

PIN 51151-0161 (LT)

PARCEL TWO: PT LT 12 CON 1 CRAMAHE PT 2 38R2656; S/T NC202614;
CRAMAHE

PIN 51151-0097 (LT)

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2020-88

Being a By-law to Authorize the Execution of a Site Plan Agreement between the Township of Cramahe and 2008255 Ontario Inc.

Whereas Section 41 of the Planning Act, RSO 1990, Chapter P.13 as amended, authorizes municipalities to designate areas of Site plan control, and to subsequently enter into agreements with respect to the conditions of development or redevelopment of lands in area of Site Plan Control; and

Whereas all of the lands within the Township are designated as a Site Plan Control Area pursuant to the provisions of Section 41 of the Planning Act and the Zoning By-Law; and

Whereas the Council of the Township of Cramahe deems it expedient to enter into a Site Plan Agreement with the Owner,

Now therefore be it resolved that the Council of The Corporation of the Township of Cramahe hereby enacts as follows:

1. **That** a Site Plan Agreement between the Township of Cramahe and 2008255 Ontario Inc. for the development of the lands described in the attached agreement, referred to as Schedule A of this by-law; and
2. **That** the Mayor and the Clerk are hereby authorized to sign the Site Plan Agreement on behalf of the Township of Cramahe; and
3. **That** the Clerk is authorized and directed to cause notice of the Site Plan Agreement to be registered on the title to the said lands forthwith after it has been signed by all parties; and
4. **That** this by-law shall be deemed to be in force and effect as of December 15, 2020.

Read a first, second and third time and finally passed this 15th day of December 2020

Mandy Martin, Mayor

Joanne Hyde, Clerk

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020.

B E T W E E N:

2008255 ONTARIO INC.
(hereinafter called the "Owner")

Party of the FIRST PART

-and-

PARKLAND CORPORATION
(hereinafter called the "Lessee")

Party of the SECOND PART

-and-

**THE CORPORATION OF THE TOWNSHIP
OF CRAMAHE**
(hereinafter called the "Municipality")

Party of the THIRD PART

-and-

**BANK OF MONTREAL and
CANLEND FINANCING GROUP INC.**

(hereinafter collectively called the "Mortgagees")

Parties of the FOURTH PART

WHEREAS the Owner warrants that it is the owner in fee simple of the lands described in Schedule "A" annexed hereto (hereinafter referred to as the "Subject Lands") subject to the interest of the Mortgagees;

AND WHEREAS the Owner and Lessee desire to develop the Subject Lands in accordance with the plans attached hereto;

AND WHEREAS the Subject Lands are within an area designated as an "area of site plan control" passed pursuant to Section 41 of the Planning Act, R.S.O. 1990, c.P.13, as amended;

AND WHEREAS the Municipality requires the Owner and Lessee to enter into this Agreement as a condition of approval of the plans and drawings for the proposed development on the Subject Lands;

NOW THEREFORE in consideration of the premises and the sum of Two Dollars (\$2.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valuable consideration and the mutual agreements contained herein, the parties hereto agree as follows:

DEFINITIONS

1. (a) "Development" shall mean the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof and shall include the construction and installation of all facilities, services, utilities, works and other matters incidental thereto. "Developed" shall have a corresponding meaning.
- (b) "Municipal Engineer" shall mean engineer for the Municipality or such person or persons designated in writing from time to time by the Municipality.
- (c) "Municipality" shall mean the Corporation of the Township of Cramahe.
- (d) "Owner" shall mean the Party of the First Part and shall include any and all subsequent owners of the Subject Lands or any part thereof.

SCHEDULES

2. The following are the Schedules attached hereto and incorporated in this Agreement by reference and are deemed to be a part hereof:

Schedule "A" -	Legal description of lands to be developed ("Subject Lands")
Schedule "B" -	Site Plan and Drawings
Schedule "C" -	Landscaping Plan
Schedule "D" -	Site Servicing Plan
Schedule "E" -	Grading and Drainage Plan
Schedule "F" -	Site Lighting Plan
Schedule "G" -	Off-Site Works; On-Site Works and Works Cost Estimate
Schedule "H" -	Performance Guarantee
Schedule "I" -	Insurance
Schedule "J" -	Regulations for Construction

The originals of the above-noted Schedules, as approved by the Municipality, are available at the Municipal Clerk's office for inspection during regular business hours.

REGISTRATION AND CERTIFICATION

3.
 - (a) The Owner shall, prior to the execution of this Agreement by the Owner, provide the Municipality with a current letter, directed to the Municipality and signed by an Ontario Solicitor in good standing, certifying that the Owner is the sole owner of the Subject Lands and that the Mortgagees are the sole encumbrancers of the Subject Lands.
 - (b) The Owner hereby consents to the registration of this Agreement against the title to the Subject Lands, at the expense of the Owner, and agrees to provide to the Municipality, prior to the execution of this Agreement by the Municipality, a legal description of the Subject Lands in registrable form.
 - (c) The Mortgagees to the full extent of their respective interests in the Subject Lands, hereby consent to the registration of this Agreement and for themselves, their heirs, executors, administrators, successors and assigns, hereby subordinate and postpone all of their right, title and interest in the Subject Lands to the Municipality and to the terms, provisions, obligations, conditions and agreements contained in this Agreement.
 - (d) The Owner and Lessee hereby agree that no part of the Subject Lands shall hereinafter be conveyed, transferred, mortgaged or leased separately, and that the whole of the Subject Lands shall be treated as a single lot for all future conveyances and no testamentary instrument, conveyance, transfer, charge, lease or application shall be executed or registered, which purports to deal with only part of the Subject Lands, without the prior written approval of the Municipality.
 - (e) The parties acknowledge and agree that in the event of any breach of this Agreement, the Municipality shall not thereafter be required to issue any permits, provide any approvals or any services to benefit the whole or any part of the Subject Lands.

COMMENCEMENT OF DEVELOPMENT

4. The Owner and Lessee covenant that they shall not commence any development whatsoever on the Subject Lands until:
 - (a) this Agreement has been registered on title against the Subject Lands;
 - (b) all necessary amendments to the Municipality's Official Plan and Comprehensive Zoning By-Law have received final approval pursuant to the provisions of the said Planning Act;

- (c) the Owner and Lessee have provided all required security or other payments required pursuant to this Agreement; and
- (c) all necessary permits and authorizations have been obtained by the Owner and Lessee. It is acknowledged that it is the Owner's and Lessee's responsibility to ensure that all necessary permits and authorizations as aforesaid have been obtained.

In the event that it comes to the attention of the Municipality that the Owner and/or Lessee have failed to comply with any of the requirements of this Paragraph, the Municipality, upon seven (7) business days written notice to the Owner and Lessee, may suspend or terminate this Agreement and forthwith revoke, all approvals, permits, authorizations etc. previously granted by the Municipality to the Owner and Lessee. The Municipality may, at the expense of the Owner and Lessee, register notice on title of the Subject Lands of the termination and/or suspension of this Agreement.

DESIGN AND SUPERVISION

- 5. (a) The design and supervision of the construction and installation of all of the works shall be provided by a Professional Engineer retained by the Lessee, who shall be certified to practice in the Province of Ontario. The Lessee's Engineer shall file with the Municipal Engineer, prior to commencement of construction, a written undertaking with respect to the said works, which undertaking shall include the provision of the Engineer's Certificate upon completion that the execution of the works has been in accordance with the approved plans, Municipal standards and specifications and the terms of this Agreement.
- (b) The Lessee agrees that the cost of all design and supervision for all of the works shall be borne by the Lessee.

SITE PLAN APPROVAL

- 6. The Municipality hereby approves all plans attached as Schedules hereto and the Owner and Lessee covenant and agree that the Subject Lands shall only be developed in strict accordance with the Schedules and terms of this Agreement and other plans filed with and approved by the Municipality (but not attached hereto) as part of the Municipality's approval process of the proposed development. The Owner and Lessee covenant that no work, buildings, structures, facilities, services or other matters shall be performed or constructed on the Subject Lands except as provided for in this Agreement without the prior written consent of the Municipality.

FACILITIES AND WORKS TO BE PROVIDED AND MAINTAINED

- 7. (a) The Owner and Lessee covenant and agree to provide and maintain, at their expense, each and every facility, service, work or other matter illustrated or described on the Schedules attached hereto or otherwise required by the terms of this Agreement, all to the satisfaction of the Municipality. Without

limiting the generality of the foregoing, the Owner and Lessee covenant and agree with the Municipality to:

- (i) provide ingress and egress to the Subject Lands at and only at the points and in the manner illustrated on the Schedules annexed hereto;
- (ii) restrict parking for all vehicles on the Subject Lands to the parking areas illustrated on the Schedules annexed hereto;
- (iii) construct all off-street vehicular loading and parking surfaces and the driveways leading thereto shown on the Site Plan, in accordance with the specifications for surfaces approved by the Municipality;
- (iv) to mark all parking areas illustrated on the applicable schedules hereto with signs, immediately upon the completion of the construction of the parking areas;
- (v) at all times, to properly maintain the parking areas, signs, loading areas, driveways, fire routes, exits and entrances, walkways, etc. on the Subject Lands;
- (vi) be solely responsible for the prompt removal of snow and ice from all access ramps, driveways, fire routes, exits and entrances, parking areas, loading areas and walkways on the Subject Lands;
- (vii) grade, alter in elevation and/or contour the Subject Lands in accordance with the Schedules annexed hereto and to ensure that all storm and surface water from the Subject Lands and from any buildings or structures thereon shall be properly disposed of to the satisfaction of the Municipal Engineer. After the final grading is complete the Owner and/or Lessee shall file with the Municipal Engineer a plan, under seal, prepared by an Ontario Land Surveyor or Professional Engineer, setting forth the final grades of the Subject Lands and written certification, under seal, that the grades are in conformity with the applicable Schedules annexed hereto. In the event that the grading, alteration in elevation and/or contouring of the Subject Lands does not provide for the proper disposal of storm or other surface water from the Subject Lands and from any buildings or structures thereon (notwithstanding the approval of same by the Municipality) the Owner and/or Lessee shall be required to make such alterations to the grading, elevation or contouring of the Subject Lands as are required to ensure that all storm and surface water from the Subject Lands and from any buildings or structures thereon are properly disposed of to the satisfaction of the Municipal Engineer;
- (viii) ensure that all lighting facilities on the Subject Lands or on the buildings or structures to be constructed thereon are designed and constructed so as to divert light away from adjacent lands and buildings and are in

accordance with the requirements of all applicable legislation and regulations;

- (ix) store and dispose of garbage and other waste material in accordance with the Schedules attached hereto and the provisions of the Municipality's by-laws and in such a manner as the Municipality may from time to time direct;
 - (x) provide and maintain in a healthy and proper condition the landscaping, plantings, fencing and/or buffering shown on or described in the Schedules annexed hereto;
 - (xi) provide fire routes in accordance with and as shown on the Schedules attached hereto and the Owner and/or Lessee shall obtain, install and maintain signs (approved by the Municipal Fire Chief) prohibiting parking at all times along the full length of the fire routes, to the satisfaction of the Municipal Fire Chief. The said fire routes shall be constructed in a manner satisfactory to the Municipal Fire Chief and without limiting the generality of the foregoing shall be sufficient to support the weight of firefighting equipment. The requirements of this subparagraph shall be completed to the satisfaction of the Municipal Fire Chief prior to the occupancy of any building on the Subject Lands;
 - (xii) install new curbs, curb cuts, entranceways, sidewalks, and/or alter, relocate or remove such existing services as shown on the Schedules hereto; and
 - (xiii) The Owner and Lessee acknowledge that the Subject Lands will be subject to the Municipality's Parking By-laws, including the By-laws regulating barrier free parking on private property. The Owner and Lessee hereby agree that they will install appropriate signage for the barrier free spaces which will include pavement marking and signage installed at a minimum of 1 metre above the ground and a maximum of 1.5 metres above the ground. The Owner and Lessee shall be responsible for installing this signage prior to occupancy of the building and to maintain such pavement marking and signage, all of the foregoing to the satisfaction of the Municipality's Chief Building Official or designate.
- (b) The services, facilities, works and other matters shown or described on the Schedules hereto and/or described in the text of this Agreement shall be maintained by the Owner and/or the Lessee to the satisfaction of the Municipality and in default thereof the provisions of Section 446 of the Municipal Act, 2001, as amended from time to time, shall apply. The Municipality or the Municipal Engineer shall, except in cases of urgency or emergency as determined by the Municipality or the Municipal Engineer in their sole and absolute discretion, provide the Owner and Lessee with a minimum of seven (7) business days written notice of the Municipality's intent to apply the

provisions of Section 446 of the said Municipal Act and to provide a reasonable opportunity for the Owner and/or Lessee to remedy the situation complained of prior to exercising the Municipality's authority to apply the provisions of Section 446 of the said Municipal Act.

RESPONSIBILITY FOR PERMITS AND AUTHORIZATIONS

8. The Owner and Lessee hereby acknowledge that they are responsible for obtaining all permits and authorizations that may be necessary to the development proposed on the Subject Lands from all authorities having jurisdiction.

INSPECTION

9. In addition to any other rights that the Municipality may have by statute or otherwise, representatives of the Municipality may, at any time and from time to time, inspect the development and the works being undertaken on the Subject Lands.

SECURITY FOR ON-SITE & OFF-SITE WORK/SERVICES

10.
 - (a) Any facilities, works, services, utilities and other matters to be constructed beyond the limits of the Subject Lands (herein called the "Off-Site Works") and the estimated cost of constructing and installing same are set out Schedule "G" annexed hereto. The said Schedule "G" has been prepared by the Lessee's Engineer and approved by the Municipal Engineer prior to the execution of this Agreement.
 - (b) In addition to describing the Off-Site Works and the estimated cost thereof, Schedule "G" hereto shall separately describe the works to be completed on the Subject Lands for which security is required (herein called the "On-Site Works"). For purposes of this Agreement, the phrase "Works Costs Estimate" shall mean the total of the estimated cost of the Off-Site Works and On-Site Works.
 - (c) The Owner and Lessee shall be responsible for, and shall upon demand forthwith pay to the Municipality the cost of any damage caused to the Municipality's roads, sidewalks, curbs, and entranceways as a result of the undertaking of the development of the Subject Lands. The amount of any such damages shall be fixed by the Municipal Engineer whose decision shall be final.
 - (d) The Owner and/or Lessee shall commence construction of the On-Site and Off-Site Works within one (1) year of the date of this Agreement, and shall within three (3) years of the commencement of construction, complete the construction and installation of all the Off-Site Works and On-Site Works as outlined in the Schedule "G" attached hereto.

PERFORMANCE GUARANTEE

11.
 - (a) In order to guarantee that the On-Site Works and Off-Site Works will

be constructed and installed in accordance with the provisions of this Agreement, the Lessee shall, contemporaneously with the execution of this Agreement, lodge with the Municipality a "Performance Guarantee" consisting of irrevocable bank letter(s) of credit, cash, or certified cheque in the amount equal to one hundred percent (100%) of the Off-Site Works Cost Estimate plus ten percent (10%) of the On-Site Works Cost Estimate as detailed on Schedule "G". The Performance Guarantee shall be in the form as set out in Schedule "H" hereto. The Lessee covenants and agrees that the letter(s) of credit shall provide that the letter(s) of credit shall be automatically renewed or extended without the need for written notice from the Municipality requesting such extension.

- (b) Maintenance Security in the amount of 15% of the estimated total cost of construction of all Off-Site Works shall be provided by the Lessee in a form acceptable to the Municipality prior to the release or reduction of the Performance Guarantee by the Municipality. The Maintenance Security shall be held by the Municipality for a minimum of twelve (12) months following the date of written acceptance of the Off-Site Works by the Municipality to provide security for the Lessee's obligation to correct any and all deficiencies that arise with the Off-Site Works within the said twelve (12) month period.
- (c) The Performance Guarantee for Off-Site and On-Site Works shall not be released until all such Works have been completed to the satisfaction of the Municipality, and if required by the Municipality, written certification has been received from the Lessee's engineer that all or any part of the Off-Site or On-Site Works have been completed in accordance with the requirements of this Agreement.
- (d) **USE OF THE MAINTENANCE GUARANTEE**

The Lessee agrees that the Municipality may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Maintenance Guarantee for such purposes as the Municipality deems fit:

- (i) if the Lessee fails to properly maintain, repair or replace any or all of the Off-Site Works; or
- (ii) if a claim for lien is registered or a copy thereof given to the Clerk of the Municipality pursuant to the Construction Act, R.S.O. 1990, c. C.30 as amended from time to time relative to the construction of the Off-Site Works; or
- (iii) if the Owner or Lessee fails to pay any costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner or Lessee arising from or in connection with or in any way relating to: (i) the maintenance, repair or replacement of any or all of the Off-Site Works and/or (ii) the other provisions of this Agreement.

(e) **REQUIREMENTS FOR RELEASE OF MAINTENANCE GUARANTEE**

The Maintenance Guarantee shall be retained by the Municipality until the Owner or Lessee has provided the Municipality with satisfactory evidence that there has been full compliance with the requirements of the Construction Act, R.S.O. 1990, c. C.30 as amended from time to time, and that the time for preserving liens has expired in relation to such work, services or materials for which the Municipality may, in the sole and absolute opinion of the Municipality's solicitor, be liable.

USE OF PERFORMANCE GUARANTEE

12. The Owner and Lessee agree that the Municipality may, in its sole discretion, at any time and from time to time, authorize the use of all or any part of the Performance Guarantee for such purposes as the Municipality deems fit if the Owner or Lessee:

- (a) in any way make or permit default in the Owner's or Lessee's obligations under this Agreement; or
- (b) fails to pay any fees, costs, charges, expenses, premiums, liens or other monies whatsoever payable by the Owner or Lessee arising out of or in connection with or in any way relating to the construction and installation of the Off-Site Works and On-Site Works or the other provisions of this Agreement.

The Municipality agrees to give seven (7) business days written notice to the Owner and Lessee of the Municipality's intent to use all or any part of the Performance Guarantee, except in cases of emergency in which event the Municipality agrees to promptly notify the Owner and Lessee as soon as possible thereafter. The provisions of this paragraph shall be in addition to all other provisions in this Agreement relating to the use of the Performance Guarantee.

INSURANCE

13. The Owner and Lessee covenant and agree to maintain insurance in accordance with the provisions of Schedule "I" of this Agreement.

The Owner and Lessee shall obtain and maintain a policy or policies of insurance in accordance with the provisions of Schedule "I" of this Agreement and shall from time to time, at the request of the Municipality, furnish proof to the Municipality a certificate of insurance in respect of the same. In the event that any premium is not paid, the Municipality, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Owner and/or Lessee shall reimburse the Municipality within ten (10) days of written demand being given by the Municipality.

OWNER'S COSTS

14. (a) Every provision of this Agreement by which the Owner is obligated in any

way shall be deemed to include the words "at the expense of the Owner".

- (b) Every provision of this Agreement by which the Lessee is obligated in any way shall be deemed to include the words "at the expense of the Lessee".
- (c) The Owner and/or Lessee shall reimburse the Municipality forthwith on demand for all administrative, planning, legal, engineering, inspection and/or other costs or expenses whatsoever incurred by the Municipality, or any of its agents, in connection with the development of the Subject Lands or in respect of this Agreement.

TAXES

- 15. The Owner agrees to pay to the Municipality, at the time of execution of this Agreement by the Owner, all municipal taxes and other charges including without limitation any local improvement charges outstanding against the Subject Lands at the time of execution of this Agreement. The Owner further undertakes and agrees to continue to pay all taxes and other charges levied on the Subject Lands or any part or parts thereof on the basis of and in accordance with the assessment and collectors roll entries.

CONSTRUCTION LIENS

- 16. It is agreed between the parties hereto that the registration of a claim for lien or the giving of a copy of a claim for lien to the Clerk of the Municipality pursuant to the Construction Act, R.S.O. 1990, c.C.30, as amended from time to time shall entitle the Municipality, in addition to any other remedies available to it, to use all or any part of the Performance Guarantee to satisfy the liabilities and obligations of the Municipality as may arise pursuant to the said Act.

INDEMNIFICATION OF MUNICIPALITY

- 17. The Owner and Lessee hereby covenant and agree to indemnify and save harmless the Municipality, its employees, workmen, agents, consultants and advisors from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Municipality may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner and/or Lessee developing the Subject Lands, including without limitation any or all of the Off-Site Works and On-Site Works or any provision or breach of any provision of this Agreement, save and except any action, causes of action, suits, claims or demands which are solely attributable to the acts of the Municipality or any of its authorized agents, servants or employees. All indemnities contained in this paragraph shall constitute a first lien and charge upon the Subject Lands.

SPECIAL PROVISIONS

- 18. (a) Notwithstanding any obligations in this Agreement of the Lessee, the Owner

shall remain bound by all obligations, covenants and agreements whatsoever created by this Agreement, including those assumed by the Lessee, and shall remain jointly and severally liable therefor to the Municipality. The Owner hereby acknowledges and agrees that neither the Performance Guarantee, Maintenance Guarantee or any policy of insurance which the Owner and Lessee are required to provide or maintain according to this Agreement, shall in any way be deemed to limit the liability of the Owner.

- (b) The Owner and/or Lessee shall only construct those buildings, structures and facilities as shown on the Site Plan attached to this Agreement and the Owner and Lessee agree to apply to the Municipality to amend this Site Plan Agreement if the Owner and/or Lessee propose to construct any other buildings on the Subject Lands.
- (c) The Owner and Lessee hereby agree to pay for the removal or moving of any hydroelectric or other utility poles that may be required by any development pursuant to this Agreement.
- (d) The Owner and Lessee acknowledge and agree that they are responsible for the perpetual and proper maintenance of all water mains, if any, and appurtenances on the Subject Lands.
- (e) The Owner and Lessee acknowledge and agree that the restoration of all travelled road surfaces, curb and gutter, boulevard and sidewalk shall be completed in accordance with the Municipality's standards by the Owner and or Lessee, at their expense, and to the satisfaction of the Municipality.
- (f) The Owner and/or Lessee acknowledge and agree that they shall provide to the Municipality written certification from a qualified engineer(s) that all of the Works have been constructed and tested in accordance with the applicable standards and specifications, which certification shall be to the satisfaction of the Municipality.
- (g) Prior to the execution of this Agreement by the Municipality, the Owner shall provide confirmation that the impact of contamination on the Subject Lands has been removed and shall implement a risk-based approach model with the contamination delineated, all to the written satisfaction of the Municipal Engineer.
- (h) The Owner shall not assign this Agreement to any other person without first providing the Lessee with a written document acknowledging assumption by the proposed assignee of the Owner's responsibilities and liabilities herein, and providing the other parties of this Agreement as third party beneficiaries of such assumption.

GENERAL

19. (a) The Owner and Lessee agree with the Municipality that:

- i) all necessary precautions will be taken in the development of the Subject Lands to avoid dust, noise and other nuisances, and to provide for the public safety;
 - ii) the failure of the Municipality to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Municipality may have, and shall not be deemed to a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations contained in this Agreement;
 - iii) Minor alterations to the Schedules to this Agreement may be permitted upon the written approval of the Municipal Engineer. The Municipal Engineer shall determine whether the proposed alteration is "minor" in his sole and absolute discretion, which decision shall be final and binding on the parties hereto;
 - iv) all construction and development work contemplated by the provisions of this Agreement shall be carried in accordance with the Regulations for Construction as set out in Schedule "J" hereto or as otherwise prescribed by the Municipality from time to time;
 - v) the Owner and Lessee shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained, and this clause may be pleaded as an estoppel against the Owner and Lessee in any such proceedings;
- (b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (c) This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (d) It is understood and agreed that if the Owner and/or Lessee fail to apply for a building permit(s) for the development contemplated by this Agreement within six months from the date of the execution of this Agreement by the Municipality then the Municipality shall at its sole option have the right to terminate or suspend this Agreement and require that the plans and drawings be resubmitted by the Owner and/or Lessee for approval. Nothing in this

Agreement shall affect the rights of the Municipal Chief Building Official under the Building Code Act, 1992, S.O. 1992, c.23 as amended from time to time

- (e) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

to the Owner:

2008255 Ontario Inc.
40 Granite Ridge Crescent
Brampton, Ontario L6R 3H7

to the Lessee:

Parkland Corporation
1800, 240 – 4th Ave SW,
Calgary, Alberta T2P 4H4

Attn: Michael Reisman

to the Municipality:

The Corporation of the Township of Cramahe
1 Toronto Street, P.O. Box 357
Colborne, Ontario
K0K 1S0

Attn: Joanne Hyde, Clerk

to the Mortgagees:

Bank of Montreal
150 King St. W. - 11th Floor
Toronto, ON M5H 1J9

Canlend Financing Group Inc.
7050 A Bramalea Road, Unit 11
Mississauga , Ontario
L5S 1T1
Canada

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed

seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof, or if emailed upon confirmation of receipt.

- (f) The due dates of any sum of money payable herein shall be thirty (30) days after the date of the invoice. Interest at the rate of One and one quarter Percent (1.25%) per month shall be payable by the Owner and/or Lessee to the Municipality on all sums of money payable herein or such amount established by Council from time to time for overdue accounts, which are not paid on the due dates, calculated from such due dates.
- (g) Section headings in this Agreement are not to be considered part of this Agreement and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.
- (h) It is hereby agreed that this Agreement shall be read with all changes of gender (masculine, feminine or neutral) and number as are required by the context and the nature of the parties hereto.
- (i) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns. The covenants, provisions and conditions contained herein shall be of the same force and effect as a covenant running with the Subject Lands. The Municipality shall be entitled to enforce the provisions hereof against the Owner and, subject to the provisions of The Registry Act or Land Titles Act, (whichever applies to the Subject Lands), against any and all subsequent owners of the Subject Lands.

IN WITNESS WHEREOF the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED) **2008255 ONTARIO INC.**
in the presence of)
)
)
)
) Per: c/s
) (Please PRINT name below signature)
)
)
)
) Per: c/s
) (Please PRINT name below signature)
)
) I/we have the authority to bind the corporation
)
) **PARKLAND CORPORATION**
)
)

) Per: Michael Reisman c/s
)
)
) I/we have the authority to bind the corporation

) **THE CORPORATION OF THE**
) **TOWNSHIP OF CRAMAHE**

)
)
)
)
) Per: Mayor Mandy Martin

)
)
)
)
) Per: Joanne Hyde, Clerk

) **BANK OF MONTREAL**

)
)
)
)
) Per: c/s
) (Please PRINT name below signature)

)
)
)
)
) Per: c/s
) (Please PRINT name below signature)

) I/we have the authority to bind the corporation

) **CANLEND FINANCIAL GROUP INC.**

)
)
)
)
) Per: c/s
) (Please PRINT name below signature)

)
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)
) Per: c/s
) (Please PRINT name below signature)

) I/we have the authority to bind the corporation

THIS AGREEMENT has been authorized and approved by By-Law No of the Corporation
of the Township of Cramahe and passed the day of ,2020.

SCHEDULE "A"

LEGAL DESCRIPTION

PIN 51140-0192(LT) BEING PT LT 33 CON 2 CRAMAHE PT 1 & 2 38R2664; CRAMAHE

SCHEDULE “B”

SITE PLAN AND DRAWINGS

*Original Set of Drawings on file with Township of Cramahe at 1 Toronto St.
Colborne, Ontario K0K 1S0*

	Drawing Title	Drawing No	Last Revision Date	Prepared By
1	6 SQUARE CANOPY ELEVATIONS	A2-00	2018/ 10/ 30	CTM DESIGN SERVICE LTD.
2	FLOOR PLAN	A3-00	-	CTM DESIGN SERVICE LTD./TripleO's
3	PROPOSED EXTERIOR ELEVATIONS	A3-01	2019/ 11/ 12	CTM DESIGN SERVICE LTD./TripleO's
4	EQUIPMENT PLAN & SCHEDULES	A3-02	2019/ 12/09	CTM DESIGN SERVICE LTD./TripleO's
5	MID SIGN ELEVATION ULTARMAR	A6-01	2019/ 11/ 12	CTM DESIGN SERVICE
6	LANDSCAPE PLAN	L1	2020/03/06	JOHN A ROSSO LANDSCAPE ARCHITECT
7	LANDSCAPE DETAILS	L2	2020/03/06	JOHN A ROSSO LANDSCAPE ARCHITECT
8	PHOTOMETRIC PLAN	ESP1	MAR, 16, 2020	CANTAM GROUP LTD.
9	EROSION SEDIMENT CONTROL AND DEMOLITION PLAN	C1	2020/05/17	CANTAM GROUP LTD.
10	SITE GRADING PLAN	C2	2020/05/17	CANTAM GROUP LTD.
12	SITE SERVICING PLAN	C3	2020/05/17	CANTAM GROUP LTD.
13	SPECIFICATIONS AND DETAILS	C4	2020/05/17	CANTAM GROUP LTD.
14	STORMCEPTOR MANHOLE AND DETAILS	C5	2020/05/17	CANTAM GROUP LTD.
15	PIPE BEDDING DETAILS	C6	2020/05/17	CANTAM GROUP LTD.
16	SITE ELECTRICAL PLAN	E1-01	2020-03-06	CTM DESIGN SERVICE LTD.
17	SITEPLAN	SP1	2020/03/06	CANTAM GROUP LTD.
18	SITEPLAN DETAILS	SP2	2020/03/06	CANTAM GROUP LTD.
19	STORMWATER MANAGEMENT REPORT AND SERVICE BRIEF		May 17 th 2020	CANTAM GROUP LTD.
20	SANITARY SERVICING CONNECTION PLAN & DETAILS	SAN-1	2020/08/25	CLEARFORD WATER SYSTEM INC.

SCHEDULE “C”

LANDSCAPING PLAN

Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0

6	LANDSCAPE PLAN	L1	2020/03/06	JOHN A ROSSO LANDSCAPE ARCHITECT
7	LANDSCAPE DETAILS	L2	2020/03/06	JOHN A ROSSO LANDSCAPE ARCHITECT

SCHEDULE "D"
SITE SERVICING PLAN

Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0

12	SITE SERVICING PLAN	C3	2020/05/17	CANTAM GROUP LTD.
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SCHEDULE "E"
GRADING AND DRAINAGE PLAN

Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0

10	SITE GRADING PLAN	C2	2020/05/17	CANTAM GROUP LTD.
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SCHEDULE “F”
SITE LIGHTING PLAN

Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0

8	PHOTOMETRIC PLAN	ESP1	MAR, 16, 2020	CANTAM GROUP LTD.
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SCHEDULE “G”

OFF-SITE WORKS, ON-SITE WORKS AND WORK COST ESTIMATE

Item No	Description	Cost	Removed from Security	Maintenance %	\$	Performance %	\$
1.00	Civil Work						
1.01	Organic stripping and Removals	\$23,000					
1.02	Tank nest and Petreloom Ground Work		\$36,000				
1.03	Form and pur Foundations - C-Store		\$25,000				
1.04	Form and pur Foundations - Canopy		\$19,000				
1.05	Form and Pour Foundation QSR	\$21,000					
1.06	Deep Services - Ground water and Sanitary	\$13,000					
	Civil Work Total	\$57,000		15%	\$ 8,550.00	50%	\$ 28,500.00
2.00	Utilities						
2.01	Petroleum piping and electrical	\$69,000					
2.02	Water Service Line	\$24,000					
2.03	Subgrade Electrical	\$26,000					
2.04	Subgrade Plumbing	\$22,000					
	Utilities Total Cost	\$141,000		15%	\$ 21,150.00	50%	\$ 70,500.00
3.00	Paving						
3.01	Engineering Backfill	\$60,000					
3.02	Island Apron and Tank Pad	\$25,000					
3.03	Concrete Curbing	\$28,000					
3.04	Asphalt	\$30,000					
	Paving Total Cost	\$143,000		15%	\$ 21,450.00	50%	\$ 71,500.00
4.00	Landscaping and Lighting						
4.01	Landscape and Design Work	\$45,000					
4.02	Irrigation	\$28,104					
4.03	Yard Lighting	\$28,000					
	Landscape and Design Work Total Cost	\$101,104		15%	\$ 15,165.60	50%	\$ 50,552.00
5.00	Grabage Enclosures						
5.01	Earth Bins	\$11,000					
5.02	Install Bins	\$3,500					
	Grabage Enclosures Total Cost	\$14,500		15%	\$ 2,175.00	50%	\$ 7,250.00
			TOTAL		\$ 68,490.60		\$ 228,302.00
6.00	Demo						
6.01	C-store		\$62,000				
6.02	Canopy		\$22,000				
6.03	Pavement		\$31,000				
6.04	Tank nest		\$39,000				
6.05	Water well		\$22,000				
	Demo Total Cost	\$176,000		Omitted		Omitted	
7.00	Offsite Upgrades and Services						
7.01	Gas Services	\$26,000					
7.02	Water line Service	\$65,000					
7.03	Sanitary Tie in Line	\$69,000					
7.04	Asphalt patching	\$32,000					
7.04	Storm Water Discharge and Servcing	\$48,000					
	Offsite Upgrades and Services Total Cost	\$240,000	TOTAL	15%	\$ 36,000.00	100%	\$ 240,000.00

SCHEDULE “H”

PERFORMANCE GUARANTEE

Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0



The Bank of Nova Scotia

Trade Services Centre
4th Floor, 1 St. Clair Avenue East
Toronto, Ontario M4T 1Z3
Tel: 1-888-722-3867
Fax: 416-866-4286
SWIFT: NOSCATTPG

**Irrevocable
Standby Letter of Credit No.:
OSB66375GWS**

Beneficiary:

The Corporation of the Township of
Cramahe, 1 Toronto St. PO Box 357
Colborne, ON K0K 1S0 Canada

Applicant:

Parkland Corporation
1800, 240 4 Avenue SW
Calgary, AB T2P 4H4 Canada

Date of Issue:

November 24, 2020

Date and Place of Expiry:

November 23, 2021 at our counter

Amount:

CAD 572,792.60 Five Hundred Seventy Two Thousand Seven
Hundred Ninety Two and 60/100 Canadian Dollars

Attn: Heather Sadler

We, The Bank of Nova Scotia, Trade Services Centre, 4th Floor, 1 St. Clair Avenue East, Toronto, Ontario M4T 1Z3, Canada (the "Bank"), at the request of the Applicant, hereby issue in favor of The Corporation of the Township of Cramahe (the "Beneficiary") this Standby Letter of Credit No. OSB66375GWS (the "Standby Letter of Credit") up to an aggregate amount of CAD 572,792.60 (Five Hundred Seventy Two Thousand Seven Hundred Ninety Two and 60/100 Canadian Dollars) (the "Maximum Amount") in connection with Development of a new site by Parkland Corporation and 2008255 Ontario Inc.

This Standby Letter of Credit is available by payment upon receipt by the Bank at its above noted address of the following documents:

1. Beneficiary's dated and signed written demand, in its letterhead, addressed to us and completed as follows:
"We, hereby demand payment of the amount of (Currency and Amount both in letters and numbers) under the Standby Letter of Credit No. OSB66375GWS issued by The Bank of Nova Scotia, and certify that Parkland Corporation and / or 2008255 Ontario Inc. has failed to fulfill its obligations."
2. The original of the Standby Letter of Credit and all amendment(s), if any.

OSB66375GWS

Page 1 of 3



The Bank of Nova Scotia

This Standby Letter of Credit shall be reduced automatically, without amendment, by the amount of reduction that may be authorized by the Beneficiary, in its letterhead, any time and from time to time by their signed written request given to the Bank referring the Standby Letter of Credit number.

We hereby agree with the Beneficiary that we will honour the Beneficiary's demand for payment, presented in compliance with the terms of this Standby Letter of Credit, without enquiring whether the Beneficiary has a right as between itself and the Applicant to make such demand, and without recognizing any claim of the said Applicant.

This Standby Letter of Credit will expire on November 23, 2021 (the "Expiry Date").

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiry date hereof, unless at least Thirty (30) days prior to any such expiration date, the Bank sends the Beneficiary a notice in writing by registered mail or courier that it elects not to consider this Standby Letter of Credit extended for any such additional period.

Upon receipt by the Beneficiary of such notice of non-extension, the Beneficiary may draw hereunder by means of its written demand on or before the then current expiration date up to the available amount hereunder stating that "We, hereby demand payment of the sum of (Currency and Amount by letters and numbers) under the Standby Letter of Credit No. OSB66375GWS issued by The Bank of Nova Scotia because the Bank has elected not to extend the Standby Letter of Credit."

Any demand, if any, hereunder must be presented to the Bank on or before the Expiry Date, or any automatically extended expiration date as set forth herein.

This Standby Letter of Credit may be cancelled prior to the Expiry Date, upon receipt by us at the above noted address of the original Standby Letter of Credit and all amendment thereto, if any, and the Beneficiary's signed written letter, in its letterhead, addressed to us, referring to this Standby Letter of Credit No. OSB66375GWS, requesting cancellation of the same. Such cancellation shall be effective on the date the Bank receives the original Standby Letter of Credit and all amendments thereto, if any, and the Beneficiary's written request for cancellation.

The Beneficiary may from time to time advise us of the Beneficiary's changes of address by letter to the Bank at the address stated above, dated and signed by the Beneficiary and quoting this Standby Letter of Credit number. Any notice by the Bank to the Beneficiary regarding this Standby Letter of Credit shall be adequately given if sent by registered mail or courier to the last address so advised, or if no address has been so advised, then to the address of the Beneficiary stated above.

It is understood that the Bank is obligated under this Standby Letter of Credit for payment of monies only.

This Standby Letter of Credit is subject to the version of the ICC Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France, which is in effect on the date of issue.

Regards,

OSB66375GWS

Page 2 of 3



The Bank of Nova Scotia

AGNES CECILIA TIO

T1155

Authorised Signature(s)

Agnes Cecilia Tio

Naushad Ali Buchari

B2939

Naushad Ali Buchari

ORIGINAL

SCHEDULE "I"

INSURANCE

Original on file with Township of Cramahe at 1 Toronto St. Colborne, Ontario K0K 1S0

Ref. No. 320008544944

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
600 - 3rd Avenue SW
Suite 1800
Calgary AB T2P 0G5
tel 403-267-7010 fax 403-261-0897

Re: Evidence of Insurance

Township of Cramahe
1 Toronto Street
Colborne, ON K0K 1S0

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Parkland Corporation; Parkland Acquisition Ltd.; Parkland Corporation DBA Bluewave Energy; Parkland Corporation DBA Columbia Fuels; Parkland Corporation DBA Pioneer Energy; Parkland Corporation DBA PNE; Parkland Refining Ltd.; Les Petroles Parkland Limitee; Les Petroles Parkland Limitee DBA Propane Nord Ouest; Elbow River Marketing Ltd; Parkland Refining (B.C.) Ltd.; Parkland Corporation DBA Sparlings Propane
c/o Insurance Department
1800, 240 - 4th Ave SW
Calgary, AB T2P 4H4

Coverage

Commercial General Liability	Insurer	Zurich Insurance Company Ltd	
Policy #	8860605		
Effective	30-Jun-2020	Expiry	30-Jun-2021
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$10,000,000 Annual Aggregate, Products and Completed Operations \$10,000,000 Forest Fire Fighting Expenses, Each Occurrence & Aggregate \$10,000,000 Tenant's Legal Liability - any one Location \$10,000,000 Non-Owned Automobile Liability \$10,000,000 Personal Injury & Advertising Liability - Each Occurrence \$10,000,000 Legal Liability for Damage to Hired Automobiles \$75,000 Sudden & Accidental Pollution Liability \$10,000,000 Self Insured Retention \$2,500,000 Includes Cross Liability & Severability of Interests Clause Includes Contractual Liability & Contingent Employers Liability Policy may be subject to a general aggregate and other aggregates where applicable		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY

1 of 2

AON

Ref. No. 320008544944

CERTIFICATE OF INSURANCE

Automobile Owners Form	Insurer	Chubb Insurance Company of Canada	
Policy #	CAC330130		
Effective	31-Mar-2020	Expiry	31-Mar-2021
Third Party Liability \$5,000,000			
All Vehicles Owned, Licensed, or Leased in the name of the Insured			

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Township of Cramahe (1 Toronto Street Colborne ON K0K 1S0) where required by written contract or written agreement with respect to Commercial General Liability

Terms and / or Additional Coverage

Automobile Owners Form
SEF 5 - Permission to Rent or Lease (Specified Lessee)
SEF 21b - Blanket Basis Fleet

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO THE INSURED. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Dated : 28-September-2020

Aon Reed Stenhouse Inc

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICY

2 of 2

Aon

SCHEDULE "J"

REGULATIONS FOR CONSTRUCTION

(1) REQUIREMENTS FOR BLASTING

The Owner and/or Lessee shall, prior to commencing any blasting, obtain from the Municipal Engineer, permission to carry out the blasting operation. Any blasting operation shall be supervised on site by a qualified person. In addition, the Owner and/or Lessee shall, prior to commencing any blasting, provide the Municipal Engineer with proof of insurance, which insurance shall comply with the requirements of this Agreement including the Schedule hereto entitled "Insurance Policies Required". The issuance of such a policy or policies of insurance shall not be construed as relieving the Owner or Lessee from responsibility for other or larger claims, if any, for which it may be held responsible.

(2) DUMPING OF FILL OR DEBRIS

The Owner and Lessee agree to neither dump, or permit to be dumped, any fill, debris or other material, nor to remove or permit to be removed, any topsoil or fill from any lands presently owned by or to be conveyed to the Municipality, without the written consent of the Municipal Engineer.

(3) DISPOSAL OF CONSTRUCTION GARBAGE

(a) All construction garbage and debris from the Subject Lands must be disposed of in an orderly and sanitary fashion, at the expense of the Owner and/or Lessee.

(b) No open burning of garbage or debris is permitted within the boundaries of the Municipality.

(4) QUALITATIVE AND QUANTITATIVE TESTS

The Owner and Lessee agree that the Municipality may have qualitative or quantitative tests made of any materials or equipment installed or proposed to be installed on public lands. The costs of such tests shall be paid by the Owner and/or Lessee.

(5) MAINTENANCE, CLOSING AND USE OF EXTERNAL ROADS

The Owner and Lessee shall, at all times during the term of this Agreement, ensure that all public roads abutting the Subject Lands and all public roads used for access to the Subject Lands, during any construction on the Subject Lands, shall be maintained in a condition equal to that now existing and to the approval of the Municipal Engineer. If damaged, the Owner and Lessee agree to restore immediately, at their expense, such road to a condition equal to that existing at the time of such damage and to the approval of the Municipal Engineer. No

public road shall be closed without the prior written approval of the authority having jurisdiction over such public road. The Owner and Lessee agree not to use or occupy any untravelled portion of any public road allowance without the prior written approval of the authority having jurisdiction over such public road allowance. All trucks making delivery to, or taking materials from, the Subject Lands shall be covered or loaded so as not to scatter such materials on any public road. In the event that any mud, dust, refuse, rubbish and/or other litter of any type resulting from the development of the Subject Lands is found upon highways outside of the Subject Lands, the Owner and Lessee shall clean up same to the satisfaction of the Municipality within 24 hours of the giving of notice to the Owner and Lessee or their agent by the Municipality. If the Owner and/or Lessee have not caused same to be cleaned up within 24 hours as aforesaid, it is agreed that the Municipality may, at its sole option, carry out the required clean-up work at the Owner's and Lessee's expense plus thirty per cent (30%) of the total cost thereof for inconvenience caused to the Municipality. All construction vehicles going to and from the Subject Lands shall use the access routes, if any, designated by the Municipal Engineer.

(6) LAWN REPAIR

Any damage to existing lawns whether on private or public property shall be reinstated by the Owner and/or Lessee at their expense with nursery sod in accordance with the Municipality's specifications and to the satisfaction of the Municipal Engineer.

(7) PONDING CONTROL

The Owner and Lessee agree to carry out such grading and/or drainage works as may be necessary to prevent or eliminate the ponding of surface water or other conditions which may, in the opinion of the Medical Officer of Health, be favourable to the breeding of mosquitoes. This work shall be done before the month of June each year. No work shall be required from October to May.

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2020-92

Being a By-law to Confirm the Proceedings of Council at its Council Meeting (Electronic) held on

Whereas the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5 (3), provides that the jurisdiction of every Council is confined to the municipality that it represents, and its powers shall be exercised by by-law; and

Whereas the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every Council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law,

Now therefore be it resolved that the Council of The Corporation of the Township of Cramahe hereby enacts as follows:

1. **That** the action of the Council at its meeting held on December 15, 2020 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate bylaw; and
2. **That** the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents; and
3. **That** this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Local Planning Appeal Tribunal Act, 2017, S.O. 2017 Chapter 23, shall not take effect until the approval of the Local Planning Appeals Tribunal with respect thereto, required under such subsection, has been obtained; and
4. **That** any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement

authorized by this by- law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

Read a first, second and third time and finally passed this 15th day of December 15, 2020

Mandy Martin, Mayor

Joanne Hyde, Clerk