



**Township of Cramahe Council Meeting
Agenda**

Date: Tuesday, March 16, 2021, 6:00 p.m.
Location: Virtual Meeting

Pages

1. MEETING DETAILS

Join Zoom Meeting: <https://us02web.zoom.us/j/88089177630>
Dial in: 1 647 374 4685 / 1 647 558 0588
Meeting ID: 880 8917 7630

2. CALL TO ORDER

As we gather, we would like to formally recognize the traditional keepers of this land and, specifically, our neighbors of the Alderville First Nation, with a formal territorial acknowledgement. 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. 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.

5. CONFIRMATION OF AGENDA

Be it resolved that Council approve the agenda, as presented.

6. DECLARATION OF PECUNIARY INTEREST

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

7. DELEGATIONS/PRESENTATIONS

7.a. Ontario Health Team - Northumberland re: 34 Victoria Street, Colborne

10

BE IT RESOLVED THAT Council receive the presentation from the Ontario Health Team - Northumberland, for information.

8. ADOPTION OF MINUTES

Be it resolved that Council approve the minutes of the following meeting(s): February 16th, 2021 Council Meeting and the February 23rd, 2021 Special Council Meeting.

9. RECOMMENDATIONS FROM STANDING COMMITTEES

9.a. Tender 2021-01 Results for a New Half Ton Truck, PW-04-21

BE IT RESOLVED THAT Council award Tender 2021-01 to Finch Chevrolet Cadillac Buick GMC for the sum \$41,866.00 plus HST.

9.b. Alex Rutherford Memorial Plaque and Naming of Ball Diamond, REC-05-21

BE IT RESOLVED THAT Council approve the request by Mary Ainsworth to name the Diamond at Memorial Park "Rutherford Fastball Diamond"; and

THAT a plaque or stone be placed at the diamond with the inscription "Rutherford Fastball Diamond" - In memory of Alex 'Curly' Rutherford - #27 'Rock n Roll'; and

THAT Council direct the Manager of Parks, Recreation & Facilities to work with Ms. Ainsworth on the placement location of the proposed plaque or stone in preparation of the official unveiling.

9.c. Update Report for Public Works and Environmental Services, PW-07-21

BE IT RESOLVED THAT Council receive the Update Report for Public Works and Environmental Services, for information.

9.d. Naming Policy, REC-07-21

BE IT RESOLVED THAT Council approve the Naming Policy, as presented.

9.e. 2020 Annual Summary Report for the Water Pollution Control Plant, PW-06-21

BE IT RESOLVED THAT Council accept the 2020 Annual Report for the Water Pollution Control Plant.

9.f. Keeler Centre Ice Installation September 2021. REC-06-21

BE IT RESOLVED THAT Council authorize staff to engage in a contract with Apple Country Thyme Jamboree for the September 2021 (Labour Day Weekend) event if COVID-19 gathering restrictions are lifted by July 30, 2021; and

THAT Council that staff install the Keeler Centre ice after the event.

9.g. Enterprise Software System Implementation Update, ADMIN-02-21

BE IT RESOLVED THAT Council receive Report ADMIN-02-21, for information.

9.h. 2020 Year End Reserve Contributions, FIN-16-21

BE IT RESOLVED THAT Council authorize the Treasurer to make the following contributions to reserves to be utilized in 2021, or future years:

1. \$35,000 to the COVID-19 Reserve;
2. \$5,000 to the Police Service Board Reserve;
3. \$285,000 to the Roads Equipment Reserve; and
4. \$2,000 to the Library Reserves.

9.i. Required Disclosure Regarding Budget Impacts per Ontario Regulation 284/09, FIN-17-21

BE IT RESOLVED THAT Council receive Report FIN-17-21, for information.

9.j. Additional Residential Units - Adjustments to Zoning By-Law Regulations, PLAN-15-21

BE IT RESOLVED THAT Council authorize Planning Staff to set a Public Meeting date of April 20, 2021 to consider amendments to Section 4.39.2 (Location) and 4.39.7(Floor Area) of Section 4.39 - Additional Residential Units.

9.k. D14-BOV-08-20 - Bellamy Road, PLAN-05-21

BE IT RESOLVED THAT Council consider approval of Zoning By-law Amendment 15-21.

9.l. D14-RUT-01-21 Zoning By-Law - Rutherford Ontario Street, PLAN-12-21

BE IT RESOLVED THAT Council consider approval of Zoning By-law Amendment 20-21.

9.m. D14-HOS-09-2, PLAN-07-21

BE IT RESOLVED THAT Council consider approval of Zoning By-Law Amendment 16-21.

9.n. Site Plan Approval for 2003603 Ontario Corporation (MacDonald Homes-12-Plex) Victoria Avenue, PLAN-13-21

BE IT RESOLVED THAT Council consider approval of a By-law Authorizing the Mayor and Clerk to Sign a Site Plan Agreement between 2003603 Ontario Corporation (MacDonald Homes) and the Township of Cramahe (D11-MAC-04-18) provided that the Letter of Credit and Insurance certificate are received prior to the March 16, 2021 Meeting of Council; and

THAT if the Letter of Credit and Insurance Certificate are not received prior to the March 16, 2021 Council Meeting, the Mayor and Clerk be authorized to sign the Site Plan Agreement once these documents are received by the Municipality.

9.o. D14-MAT-10-20 Zoning By-Law Amendment Hynes Road Consents, PLAN-17-21

BE IT RESOLVED THAT Council consider approval of By-law Amendment 19-21.

9.p. Building Permit Fee Review Report, PLAN-19-21

BE IT RESOLVED THAT Council approve the 2021 Proposed Building Permit Fee Increase as Schedule A to the Building By-law; and

THAT Council authorize the Chief Building Official to advertise and circulate the proposed fees as per Division C, Part 1, Sentence 1.9.1.2 (1) for purposes of a public meeting on April 13, 2021 at 5:00PM.

10. REPORTS OF MUNICIPAL OFFICERS

- 10.a. 2021-05 Tender Results for New 2 Ton Asphalt Hot Box, PW-10-21** 38
- BE IT RESOLVED THAT Council receive the 2021-05 Tender Results for a New 2 Ton Asphalt Hot Box Report for information; and
- THAT Tender 2021-05 be awarded to Cubbex Ltd. for the sum of \$44,938.00 plus HST
- 10.b. 2021-06 Tender Results for New Woodchipper, PW-11-21** 41
- BE IT RESOLVED THAT Council receive the 2021-06 Tender Results for a New Woodchipper Report for information; and
- THAT Tender 2021-06 be awarded to Allan Fyfe Equipment Ltd. for the sum of \$55,820.00 plus HST
- 10.c. 2021-03 Tender Results for Colborne Drinking Water System Well Upgrades, PW-08-21** 44
- BE IT RESOLVED THAT council receive the 2021-03 tender results for the Colborne Drinking Water System Well Upgrades Report for information; and
- THAT council awards tender 2021-03 to Peak Construction Group Ltd. For the sum of \$314,900.00 plus HST.
- 10.d. Results For Tender 2021-04, Little Lake Pit Aggregate Extraction, PW-09-21** 47
- BE IT RESOLVED THAT Council receive the 2021-04 Tender Results for the Little Lake Pit Aggregate Extraction Report for information; and
- THAT Council awards the tender to Gerald Finlay Construction Limited for the sum of \$124,300.00 plus HST.

11. BY-LAWS

- 11.a. By-Law to amend the Comprehensive Zoning By-law, BL-16-21** 50
- BE IT RESOLVED THAT Council approve By-Law 2021-16, being a By-Law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend By-law No. 08-18, the Comprehensive Zoning By-law of 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.
- 11.b. By-Law to amend the Comprehensive Zoning By-law, BL-19-21** 53
- BE IT RESOLVED THAT Council approve By-Law 2021-19, being a By-Law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend By-law No. 08-18, the Comprehensive Zoning By-law of 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.
- 11.c. By-Law to authorize the Execution of a Site Plan Agreement, BL-21-21** 56
- BE IT RESOLVED THAT Council approve By-Law 2021-21, being a By-Law authorize the Execution of a Site Plan Agreement between the Township of Cramahe and 2003603 Ontario Corporation o/a McDonald Homes, 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.
- 11.d. By-Law to amend the Comprehensive Zoning By-law, BL-20-21** 57
- BE IT RESOLVED THAT Council approve By-Law 2021-21, being a By-Law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend By-law No. 08-18, the Comprehensive Zoning By-law of 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.

- 11.e. By-Law to Regulate and Designate Responsibilities Relating to a Reduced Load Period, BL-23-21** 60

BE IT RESOLVED THAT Council approve By-Law 2021-23, being a By-Law to regulate and designate responsibilities relating to a reduced half load period affecting Highways 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.

- 11.f. By-Law to Authorize the Mayor and the Clerk to execute an agreement for the Safe Restart Agreement - Phase 2, BL-26-21** 65

BE IT RESOLVED THAT Council approve By-Law 2021-26, being a By-Law to Authorize the Mayor and the Clerk to execute an agreement for the Safe Restart Agreement - Phase 2, 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.

- 11.g. By-Law to amend the Comprehensive Zoning By-law, BL-24-21** 101

BE IT RESOLVED THAT Council approve By-Law 2021-24, being a By-Law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend By-law No. 08-18, the Comprehensive Zoning By-law of 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. MOTIONS TO RECEIVE COUNCIL INFORMATION PACKAGE

Be it resolved that Council receive the Council Information Package dated February 25, 2021, March 4, 2021 and March 11, 2021, for information.

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.

15. COUNTY REPORT

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News & Notices

16. CLOSED MEETING (IF REQUIRED)

Be it resolved that Council move into closed session at TIME to discuss the sale or disposition of land (PLAN-21-21 - Results of Appraisal - Cramahe Industrial Park Lands and ADMIN-03-21 - Closure of Unused Road Allowance); and THAT CAO/Treasurer A. McNichol, Manager of Planning & Development H. Sadler, Manager of Public Works D. MacPherson, Deputy Clerk H. Grant, and Clerk J. Hyde remain in attendance.

BE IT RESOLVED THAT Council come out of closed session at TIME.

16.a. Results of Appraisal – Cramahe Industrial Park Lands, PLAN-21-21

16.b. Closure of Unused Road Allowance, ADMIN-03-21

17. CONFIRMING BY-LAW, BL-25-21

105

Be it resolved that Council approve By-law 2021-25, being a By-law to confirm the proceedings of the Corporation of the Township of Cramahe Council Meeting held on March 16, 2021, 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.

18. ADJOURNMENT

Be it resolved that Council adjourn the meeting at TIME.

Rural Outreach Clinic Colborne

reducing barriers to care such as access, transportation and outreach challenges





Rural Outreach Clinic: Partnerships

- Township of Cramahe
- Community Care Northumberland
- The Community Health Centre of Northumberland
- Northumberland County
- Northumberland Hills Hospital
- Northumberland Family Health Team
- Lakeview Family Health Team
- Rebound Child & Youth Services
- Trent Hills Family Health Team





Year One Projects

- ▶ Volunteer Peer Support
- ▶ Rural Outreach Program
- ▶ Community Paramedicine
- ▶ Digital Health

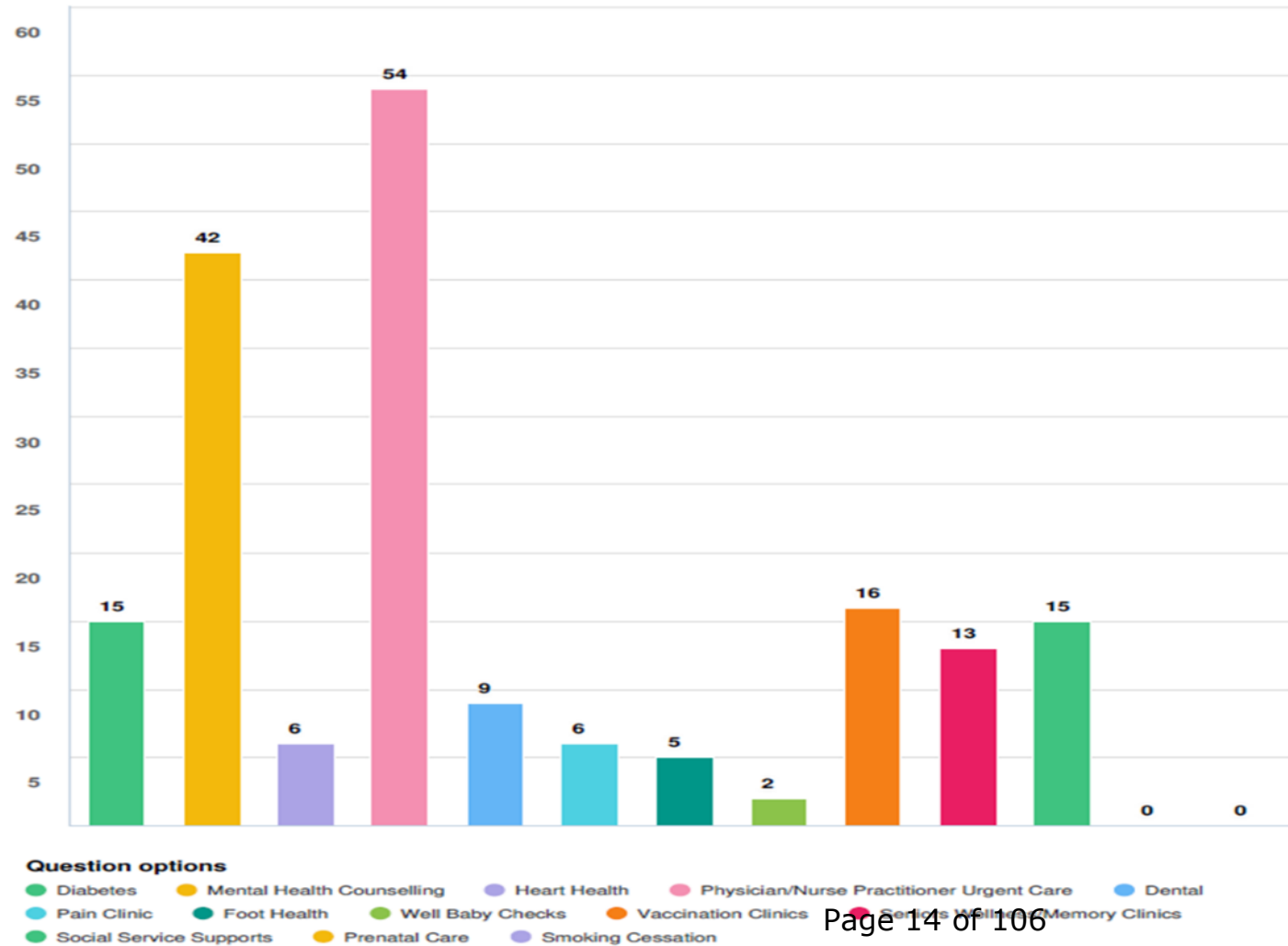


Rural Outreach Support

- ▶ Vision: Expand primary care and other health and social services to rural and isolated communities through remote clinics.
- ▶ Locations: Colborne, Roseneath to start
- ▶ Timelines: Colborne Site - End of March 2021
- ▶ Services



Community Engagement Survey Service Needs in Cramahe





Rural Outreach Clinic: Current State





Rural Outreach Clinic: Clinical Care Area





Rural Outreach Clinic: Foot Care Area





Rural Outreach Clinic: Counselling Rooms





Rural Outreach Clinics: Future work





Rural Outreach Clinics



Questions



**Township of Cramahe Council Meeting
Minutes**

February 16, 2021, 6:00 p.m.

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

Members Absent: Library CEO, M. Norton-Stack

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
Manager of Public Works & Environmental Services, D. MacPherson

1. MEETING DETAILS

Join Zoom Meeting: <https://us02web.zoom.us/j/88089177630>
Dial by your location: 1 647 374 4685 / 1 647 558 0588
Meeting ID: 880 8917 7630

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 6:05 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.

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4. STATUTORY PUBLIC MEETING

4.a D14-RUT-01-21

4.a.a Background

The lands subject to the proposed zoning by-law amendment are located in Concession 2 Pt Lot 33, at 1198 Ontario Street in the Township of Cramahe. [Planning Applications and Public Notices - Township of Cramahe](#)

4.a.b Purpose and Effect

This Zoning By-law Amendment is required as a condition of Provisional Approval of Consent to create two new lots

plus 1 retained lot (files D10-RUT-12-20 & D10-RUT-13-20). The subject lands are currently zoned the Rural Residential-41 (RR-41) Zone. The effect of the amendment will be to change the zoning on the property to the Rural Residential- Exception (RR- **) Zone on each of the three lots to allow for future development of single detached dwellings and to recognize the slightly reduced frontage of each lot.

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-notices.aspx>

Notice was circulated on January 27, 2021 to 120m area and posted on property.

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

No comments or Concerns

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

No Comments from Council

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

Len Patterson, Colborne - Questioned the limited amount of capacity at the sewer plant.

4.a.g Adjournment of Public Meeting at 6:10 p.m.

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.

Gritt Koehl, Grafton - Questioned the amounts given in the Water Rates and will they cover the expansion of the sewer plant.

6. CONFIRMATION OF AGENDA

Resolution No. Resolution No. 2021-36

Moved by Councillor Clark

Seconded by Councillor Gilligan

Be it resolved that Council approve the agenda.

CARRIED

7. DECLARATION OF PECUNIARY INTEREST

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

8. DELEGATIONS/PRESENTATIONS

None.

9. ADOPTION OF MINUTES

Resolution No. Resolution No. 2021-37

Moved by Deputy Mayor Arthur

Seconded by Councillor Van Egmond

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

CARRIED

9.a Council Minutes - January 19, 2021

10. RECOMMENDATIONS FROM STANDING COMMITTEES

Resolution No.

10.a 2020 Water System Annual Report, PW-02-21

Resolution No. Resolution No. 2021-38

Moved by Councillor Clark

Seconded by Deputy Mayor Arthur

BE IT RESOLVED THAT Council receive the 2020 Water System Annual Report for information; and

THAT Council accept the 2020 Water System Annual Report; and

THAT staff forward a copy of the resolution to Lakefront Utility Services Inc. (LUSI).

CARRIED

10.b General Report to Committee - Office of the Clerk - Update, CLERKS-01-21

Resolution No. Resolution No. 2021-39

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council receive Report CLERKS-01-21, for information.

CARRIED

10.c General Report to Council, REC-03-21

Resolution No. Resolution No. 2021-40

Moved by Councillor Van Egmond

Seconded by Councillor Clark

BE IT RESOLVED THAT Council receive Report REC-03-21 for information.

CARRIED

10.d Terms of Reference for the Water & Wastewater and Transportation Advisory Committee's, PW-03-21

Resolution No. Resolution No. 2021-41

Moved by Councillor Van Egmond

Seconded by Councillor Clark

BE IT RESOLVED THAT Council receive the Terms of Reference for the Water & Wastewater and Transportation advisory committee's Report PW-03-21, for information; and

THAT Council approve the Terms of Reference for the Water and Wastewater Advisory Committee, as amended to clarify members qualifications, and the recruitment process begin as soon as possible; and

THAT Council approve the Terms of Reference for the Transportation Advisory Committee and the recruitment process begin as soon as possible; and

THAT Council dissolve the existing Colborne Water Committee, effective immediately.

CARRIED

10.e Transfer Payment Agreement for Municipal Transit Enhanced Cleaning (MTEC), FIN-10-21

Resolution No. Resolution No. 2021-42

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

BE IT RESOLVED THAT Council receive Report FIN-10-21 for information; and

THAT Council authorize the Mayor and Clerk to enter into an agreement and sign the required letter of agreement, for the Municipal Transit Enhanced Cleaning Program through the Ministry of Transportation for public transportation.

CARRIED

10.f Municipal Act 284 (1) Disclosure, FIN-09-21

Resolution No. Resolution No. 2021-43

Moved by Councillor Van Egmond

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council receive Report FIN-09-21 for information.

CARRIED

10.g Gas Tax Funds for Public Transportation Program, FIN-11-21

Resolution No. Resolution No. 2021-44

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council receive Report FIN-11-21 for information; and

THAT Council authorize the Mayor and Clerk to enter into an agreement and sign the required letter of agreement, for the 2020/2021 Dedicated Gas Tax Funds for Public Transportation Program through the Ministry of Transportation for public transportation.

CARRIED

10.h By-Law - Jan 2021 Report, PLAN-10-21

Resolution No. Resolution No. 2021-45

Moved by Councillor Van Egmond

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council receive Report PLAN-10-21, for information.

CARRIED

10.i 2021 January Building Report, PLAN-09-21

Resolution No. Resolution No. 2021-46

Moved by Deputy Mayor Arthur

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council receive Report PLAN-09-21, for information.

CARRIED

10.j 2020 Year End Building Report, PLAN-06-21

Resolution No. Resolution No. 2021-47

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council receive Report PLAN-06-21, for information.

CARRIED

11. REPORTS OF MUNICIPAL OFFICERS

11.a Cramahe Fire Department 2020 Annual Review, FIRE-01-21

Resolution No. Resolution No. 2021-48

Moved by Deputy Mayor Arthur

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council receive Report FIRE-01-21 for information.

CARRIED

11.b 2020 Water Rate Report, FIN-13-21

Resolution No. Resolution No. 2021-49

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council receive Report FIN-13-21 for information; and

THAT Council approve the new Water Rates By-Law.

CARRIED

11.c 2020 Obligatory Reserve Continuity, FIN-12-21

Resolution No. Resolution No. 2021-50

Moved by Deputy Mayor Arthur

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council receive Report FIN-12-21 for information;

CARRIED

11.d Wastewater Rates 2021, FIN-14-21

Resolution No. Resolution No. 2021-51

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council receive Report FIN-14-21 for information; and

THAT Council approve the new Wastewater Rates By-Law.

CARRIED

11.e Public Sector Salary Disclosure Act – Report for 2020, FIN-15-21

Resolution No. Resolution No. 2021-52

Moved by Councillor Van Egmond

Seconded by Councillor Clark

BE IT RESOLVED THAT Council receive Report FIN-15-21 for information.

CARRIED

12. BY-LAWS

12.a Gas Tax Funding Agreement, BL-11-2021

Resolution No. Resolution No. 2021-53

Moved by Deputy Mayor Arthur

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council approve By-Law 2021-11, being a By-law to Authorize the Mayor and the Clerk to execute the Letter of Agreement Regarding the Dedicated Gas Tax Funds for Public Transportation Program between the Township of Cramahe and Her Majesty the Queen in the Right of the Province of Ontario, as represented by the Minister of Transportation, read a first, second and third time and passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

CARRIED

12.b Enhanced Public Transportation Agreement, BL-12-2021

Resolution No. Resolution No. 2021-54

Moved by Councillor Van Egmond

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council approve By-Law 2021-12, being a By-law to Authorize the Mayor and the Clerk to execute the Letter of Agreement Regarding the Transfer Payment For Municipal Transit Enhanced Cleaning, between the Township of Cramahe and Her Majesty the Queen in the Right of the Province of Ontario, as represented by the Minister of Transportation, read a first, second and third time and passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

CARRIED

12.c Appointment of a Deputy Fire Chief, BL-13-21

Resolution No. Resolution No. 2021-55

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council approve By-Law 2021-13, being a By-law to Appoint a Deputy Fire Chief, read a first, second and third time and passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

CARRIED

12.d Authorize the Mayor and the Clerk to execute and Agreement between the Township of Cramahe and the Federation of Canadian Municipalities (Asset Management), BL-14-21

Resolution No. Resolution No. 2021-56

Moved by Councillor Clark

Seconded by Councillor Gilligan

BE IT RESOLVED THAT Council approve By-Law 2021-12, being a By-law to Authorize the Mayor and the Clerk to execute an agreement between the Township of Cramahe and the Federation of Canadian Municipalities (Asset Management), read a first, second and third time and passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

CARRIED

12.e Impose a Wastewater Works Service Rate (Sewer) upon users of the sewer system to recover the capital and operating costs required to operate, maintain and expand the water systems in the Township of Cramahe., BL-2021-18

Resolution No. Resolution No. 2021-57

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

BE IT RESOLVED THAT Council approve By-Law 2021-18, being a By-law to Impose a Wastewater Works Service Rate (Sewer) upon users of the Sewer System to recover the capital and operating costs required to operate, maintain and expand the water systems in the Township of Cramahe, read a first, second and third time and passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

CARRIED

12.f Impose a Water Works Service Rate upon users of the water system to recover the capital and operating costs required to operate, maintain, and expand the water systems in the Township of Cramahe., BL-2021-17

Resolution No. Resolution No. 2021-58

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

BE IT RESOLVED THAT Council approve By-Law 2021-17, being a By-law to Impose a Waste Works Service Rate upon users of

the Water System to recover the capital and operating costs required to operate, maintain and expand the water systems in the Township of Cramahe, read a first, second and third time and passed, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

CARRIED

13. MOTIONS TO RECEIVE COUNCIL INFORMATION PACKAGE

Resolution No. Resolution No. 2021-59

Moved by Councillor Clark

Seconded by Councillor Van Egmond

Be it resolved that Council receive the Council Information Package dated February 4, 2021 and January 28, 2021, for information.

CARRIED

14. MOTIONS ARISING FROM COUNCIL INFORMATION PACKAGE

None.

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.

Len Patterson, Colborne - Sunshine list this year has three employees listed and 2021 will have more, is this a reflection of what is to come? Why do we have more people working and same population and amount of roads.

Gritt Koehl, Grafton - What are the amounts to be held in reserves for the Wastewater plant and the expansion of the plant. Replacement in 2025. Why are there no links on the Cramahe Township to "Lets Talk Cramahe" and Municipal Clerks Facebook page.

16. COUNTY REPORT

16.a County Report

17. COVID-19 UPDATES

18. CLOSED MEETING

None.

18.a Closed Session Minutes - January 19, 2021

19. CONFIRMING BY-LAW, BL-14-21

Resolution No. Resolution No. 2021-60

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

Be it resolved that Council approve By-law 2021-14, being a By-law to confirm the proceedings of the Corporation of the Township of Cramahe Council Meeting held on February 16, 2021, 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

20. ADJOURNMENT

Resolution No. Resolution No. 2021-61

Moved by Councillor Gilligan

Seconded by Councillor Van Egmond

Be it resolved that Council adjourn the meeting at 7:04 p.m.

CARRIED

Mayor

Clerk



**Township of Cramahe Special Council Meeting
Minutes**

February 23, 2021, 9:00 a.m.

- Members Present: Mayor Martin
Deputy Mayor Arthur
Councillor Gilligan
Councillor Clark
- Members Absent: Councillor Van Egmond
- 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
BARB WALDRON
- Others Present: John Mascarin, Integrity Commissioner
Tracey Vaughan, CAO Town of Cobourg
Brent Larmer, Clerk Town of Cobourg
Henderson, Mayor Town of Cobourg
Suzanne Seguin, Deputy Mayor Town of Cobourg
Bureau, Councillor Town of Cobourg
Charley, Councillor Town of Cobourg
Darling, Councillor Town of Cobourg
-

1. MEETING DETAILS

Meeting was called for the purposes of Training/Workshop for Council and Senior Staff

Join Zoom Meeting
<https://us02web.zoom.us/j/87223036099?pwd=dDZ2TnpwTjNDUIVQdXJOMFZHODJIdz09>

Meeting ID: 872 2303 6099
Passcode: 267658

Dial by your location
+1 647 374 4685 Canada
+1 647 558 0588 Canada

Meeting ID: 872 2303 6099

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 9:05 a.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. CONFIRMATION OF AGENDA

Resolution No. Resolution No. 2021-062

Moved by Councillor Clark

Seconded by Deputy Mayor Arthur

Be it resolved that Council approve the agenda, as presented.

CARRIED

5. DECLARATION OF PECUNIARY INTEREST

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

None

6. DELEGATIONS/PRESENTATIONS

6.a Council / Senior Staff Orientation Workshop - John Mascarin, Aird & Berlis regarding Council / Staff Orientation

Presentation will be delivered at the meeting. Copies will be made available online following the meeting.

Resolution No. Resolution No. 2021-064

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

BE IT RESOLVED THAT Council receive the 2021 Council / Senior Staff Orientation Workshop presentation from John Mascarin, Aird & Berlis, for information.

CARRIED

7. CONFIRMING BY-LAW

Resolution No. Resolution No. 2021-065

Moved by Councillor Clark

Seconded by Councillor Gilligan

Be it resolved that Council approve By-law 2021-03, being a By-law to confirm the proceedings of the Corporation of the Township of Cramahe Special Council Meeting held on February 23, 2021, 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

8. ADJOURNMENT

Resolution No. Resolution No. 2021-066

Moved by Deputy Mayor Arthur

Seconded by Councillor Clark

Be it resolved that Council adjourn the meeting at 1:20 p.m.

CARRIED

Mayor

Clerk



REPORT

Public Works

Meeting: Council

Date: March 16, 2021

Report No.: PW-10-21

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

Subject: 2021-05 Tender Results for New 2 Ton Asphalt Hot Box

Recommendation(s):

BE IT RESOLVED THAT Council receive the 2021-05 Tender Results for a New 2 Ton Asphalt Hot Box Report for information; and

THAT Tender 2021-05 be awarded to Cubbex Ltd. for the sum of \$44,938.00 plus HST

Background:

The purchase of a New 2 Ton Asphalt Hot Box was approved as part of the 2021 capital budget.

Staff Comments:

The 2021-05 tender for a New 2 Ton Asphalt Hot Box closed on Tuesday March 09 at 2:00 pm. Three (3) bids were received. The submissions were publicly opened by digital meeting held on March 09 at 3:45 pm.

The results of the tender are as follows:

Bidder	Sub Total	HST 1.13	Total	Budget Impact 1.0176
Cubex Ltd.	\$44,938.00	\$5,841.94	\$50,779.94	\$45,728.91
Alltrade Equipment Corp.	\$48,346.50	\$6,285.05	\$54,631.55	\$49,197.40
Johnstone Brothers Equipment Corp.	\$46,485.00	\$6,043.05	\$52,528.05	\$47,303.14

Financial Implications:

The approved Budget was \$50,000.00 to be funded by utilizing the roads equipment capital reserve

Concluding Comments:

Staff recommends to council the Tender 2021-05 be awarded to Cubbex Ltd. for the sum of \$44,938.00 plus HST

Submitted by: _____

Dave MacPherson, C.E.T., Manager of Public Works

Reviewed by: _____

Arryn McNichol, CAO/Treasurer

Report Approval Details

Document Title:	2021-05 Tender Results for New 2 Ton Asphalt Hot Box - PW-10-21.docx
Attachments:	
Final Approval Date:	Mar 10, 2021

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

JOANNE HYDE - Mar 10, 2021 - 9:47 AM

ARRYN MCNICHOL - Mar 10, 2021 - 12:28 PM



REPORT

Public Works

Meeting: Council

Date: March 16, 2021

Report No.: PW-11-21

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

Subject: 2021-06 Tender Results for New Woodchipper

Recommendation(s):

BE IT RESOLVED THAT Council receive the 2021-06 Tender Results for a New Woodchipper Report for information; and

THAT Tender 2021-06 be awarded to Allan Fyfe Equipment Ltd. for the sum of \$55,820.00 plus HST

Background:

Staff Comments:

The 2021-06 tender for a New Woodchipper closed on Tuesday March 09 at 3:00 pm. Only one (1) bid was received. The submissions were publicly opened by digital meeting held on March 09 at 4:15 pm.

The results of the tender are as follows:

Bidder	Sub Total	HST	Total	Budget Impact
		1.13		1.0176
Allan Fyfe Equipment Ltd.	\$55,820.00	\$7,256.60	\$63,076.60	\$56,802.43

Financial Implications:

The approved Budget was \$50,000.00 to be funded by utilizing the roads equipment capital reserve

In conversation with the CAO/Treasurer the additional \$6,802.43 is being proposed to be funded by cost saving on other capital projects.

Concluding Comments:

Staff recommends to council the Tender 2021-06 be awarded to Allan Fyfe Equipment Ltd. for the sum of \$55,820.00 plus HST

Submitted by: _____
Dave MacPherson, C.E.T., Manager of Public Works

Reviewed by: _____
Arryn McNichol, CAO/Treasurer

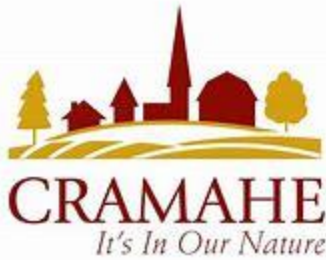
Report Approval Details

Document Title:	2021-06 Tender Results for New Wood Chipper - PW-11-21.docx
Attachments:	
Final Approval Date:	Mar 10, 2021

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

JOANNE HYDE - Mar 10, 2021 - 9:58 AM

ARRYN MCNICHOL - Mar 10, 2021 - 3:25 PM



REPORT

Transportation & Environmental Services

Meeting: Choose an item.

Date: March 16, 2021

Report No.: PW-08-21

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

Subject: 2021-03 Tender Results for Colborne Drinking Water System Well Upgrades

Recommendation(s):

BE IT RESOLVED THAT council receive the 2021-03 tender results for the Colborne Drinking Water System Well Upgrades Report for information; and

THAT council awards tender 2021-03 to Peak Construction Group Ltd. For the sum of \$314,900.00 plus HST.

Background:

In 2015 Well 1A was drilled. This well is a tubular gravel wall packed well drilled 73.7 m deep, with a 250 mm inner casing and a 400 mm outer casing, located approximately 15 m northwest of Well #1.

This tender includes the connection of Well #1A to the system including installation of a submersible well pump in Well #1A, extension of raw water piping (watermain) to the existing pumphouse, upgrades to the existing process piping system as well as associated electrical and control upgrades.

This tender also includes the decommissioning, removal, removal and capping of Well #1 including removal of the process piping and valves, staters, and electrical works.

Staff Comments:

The tender 2021-03 for the Colborne Drinking Water System Well Upgrades closed on Tuesday March 02 at 12:00 noon. Only one (1) bid was received. The submissions were publicly opened by digital meeting held on March 03 at 11:00 am.

The results of the tender are as follows:

Bidder	Sub Total	HST 1.13	Total	Budget impact 1.0176
Peak Construction Group Ltd.	\$314,900.00	\$40,937.00	\$355,837.00	\$320,442.24

Financial Implications:

The approved 2021 Budget the Colborne Drinking Water System Well Upgrades is \$275,000.00 this was fully funded using Water Reserve.

In consultation with the CAO/Treasurer, staff recommends total tender cost \$320,442.24 be fully funded using Water Reserve.

Concluding Comments:

Staff recommends the awarding Tender 2021-03 to Peak Construction Group Ltd. for the sum of \$314,900.00 plus HST

Submitted by: _____
Dave MacPherson, C.E.T., Manager of Public Works and Environmental Services

Reviewed by: _____
Arryn McNichol, CAO/Treasurer

Report Approval Details

Document Title:	2021-03 Tender Results for Colborne Drinking Water System Well Upgrades - PW-08-21.docx
Attachments:	
Final Approval Date:	Mar 10, 2021

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

JOANNE HYDE - Mar 10, 2021 - 8:52 AM

ARRYN MCNICHOL - Mar 10, 2021 - 3:29 PM



REPORT

Public Works

Meeting: Council

Date: March 16, 2021

Report No.: PW-09-21

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

Subject: Results For Tender 2021-04, Little Lake Pit Aggregate Extraction

Recommendation(s):

BE IT RESOLVED THAT Council receive the 2021-04 Tender Results for the Little Lake Pit Aggregate Extraction Report for information; and

THAT Council awards the tender to Gerald Finlay Construction Limited for the sum of \$124,300.00 plus HST.

Background:

The Little Lake Pit provides Cramahe Township with aggregates used for Winter Sand and Clear Stone for road surface treatment. Stockpiles will need to be renewed each year to provide adequate materials for the following year.

The 2021 Budget includes.

- 8000 tonnes Winter Sand
- Sand Dome filling
- 5700 tonnes Clear Stone for Surface Treatment

Staff Comments:

The 2021-04 tender for the Little Lake Pit Aggregate Extraction closed on Tuesday March 09 at 1:00 pm. Only one (1) bid was received. The submissions were publicly opened by digital meeting held on March 09 at 3:15 pm.

The results of the tender are as follows:

Bidder	Sub Total	HST	Total	Budget impact
		1.13		1.0176
Gerald Finlay Construction Construction Limited	\$124,300.00	\$16,159.00	\$140,459.00	\$126,487.68

Financial Implications:

The approved budget for winter sand and dome filling is \$60,000.00

The approved budget for Clear Stone is \$75,000.00

For a total of \$135,000.00

This tender is within budget.

Concluding Comments:

Staff recommends to council the Tender 2021-04 be awarded to Gerald Finlay Construction Limited for the sum of \$124,000.00 plus HST

Submitted by:

Dave MacPherson, C.E.T., Manager of Public Works

Reviewed by:

Arryn McNichol, CAO/Treasurer

Report Approval Details

Document Title:	2021-04 Tender Results, Little Lake Pit Aggregate Extraction - PW-09-21.docx
Attachments:	
Final Approval Date:	Mar 10, 2021

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

JOANNE HYDE - Mar 10, 2021 - 9:01 AM

ARRYN MCNICHOL - Mar 10, 2021 - 3:27 PM

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. BL-16-21

Being a By-law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend By-law No. 08-18, the Comprehensive Zoning By-law of the Township of Cramahe.

WHEREAS the Council of the Township of Cramahe deems it advisable to amend By-law No. 08-18 with respect to the lands described in this By-law;

AND WHEREAS Council has conducted a public meeting as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended;

AND WHEREAS the matters herein are in conformity with the provisions of the Official Plan of the Township of Cramahe, as amended;

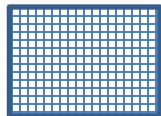
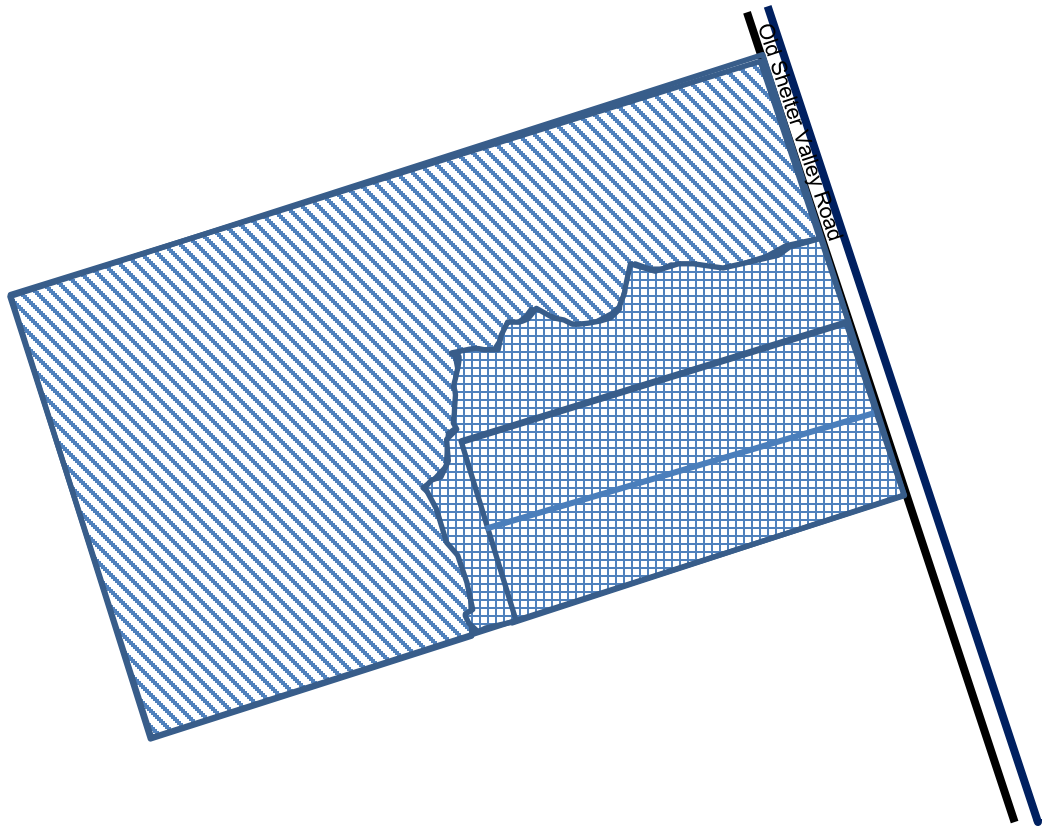
NOW THEREFORE the Council of the Corporation of the Township of Cramahe hereby enacts as follows:

1. That By-law No. 08-18, as amended, is hereby amended as follows:
 - (i) Schedule "A-Map 17" of By-law No. 08-18 is hereby amended by changing the zone category of certain lands located in Part Lot 35, Concession 6, in the Township of Cramahe, as follows:
 - I. Lands to be rezoned from the Rural (RU) Zone to the Rural Residential (RR) Zone, as shown on Schedule "A" to this By-law.
 - II. Lands to be rezoned from the Rural (RU) Zone to the Environmental Conservation (EC) Zone, as shown on Schedule "A" to this By-law.
2. This By-law shall become effective on the date it is passed by the Council of the Corporation of the Township of Cramahe, subject to the applicable provisions of the *Planning Act*, R.S.O. 1990, as amended.
3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the *Planning Act*, R.S.O. 1990, as amended.

READ a first time, second and third time and finally passed this 16th day of March, 2021 and given By-law No. 16-21.

Mandy Martin, Mayor

Joanne Hyde, Clerk



Land to be rezoned from the Rural (RU) Zone to the Rural Residential (RR) Zone



Lands to be rezoned from the Rural (RU) Zone to the Environmental Conservation (EC) Zone

**Schedule "A" to By-law
16-21**

Passed this _____ day
of March, 2021

Mayor

Clerk

Subject Property

Part Lot 35 Conc. 6

**390 Old Shelter Valley
Rd**

File No. D14-HOS- 09-20



THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. BL-19-21

Being a By-law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend By-law No. 08-18, the Comprehensive Zoning By-law of the Township of Cramahe.

WHEREAS the Council of the Township of Cramahe deems it advisable to amend By-law No. 08-18 with respect to the lands described in this By-law;

AND WHEREAS Council has conducted a public meeting as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended;

AND WHEREAS the matters herein are in conformity with the provisions of the Official Plan of the Township of Cramahe, as amended;

NOW THEREFORE the Council of the Corporation of the Township of Cramahe hereby enacts as follows:

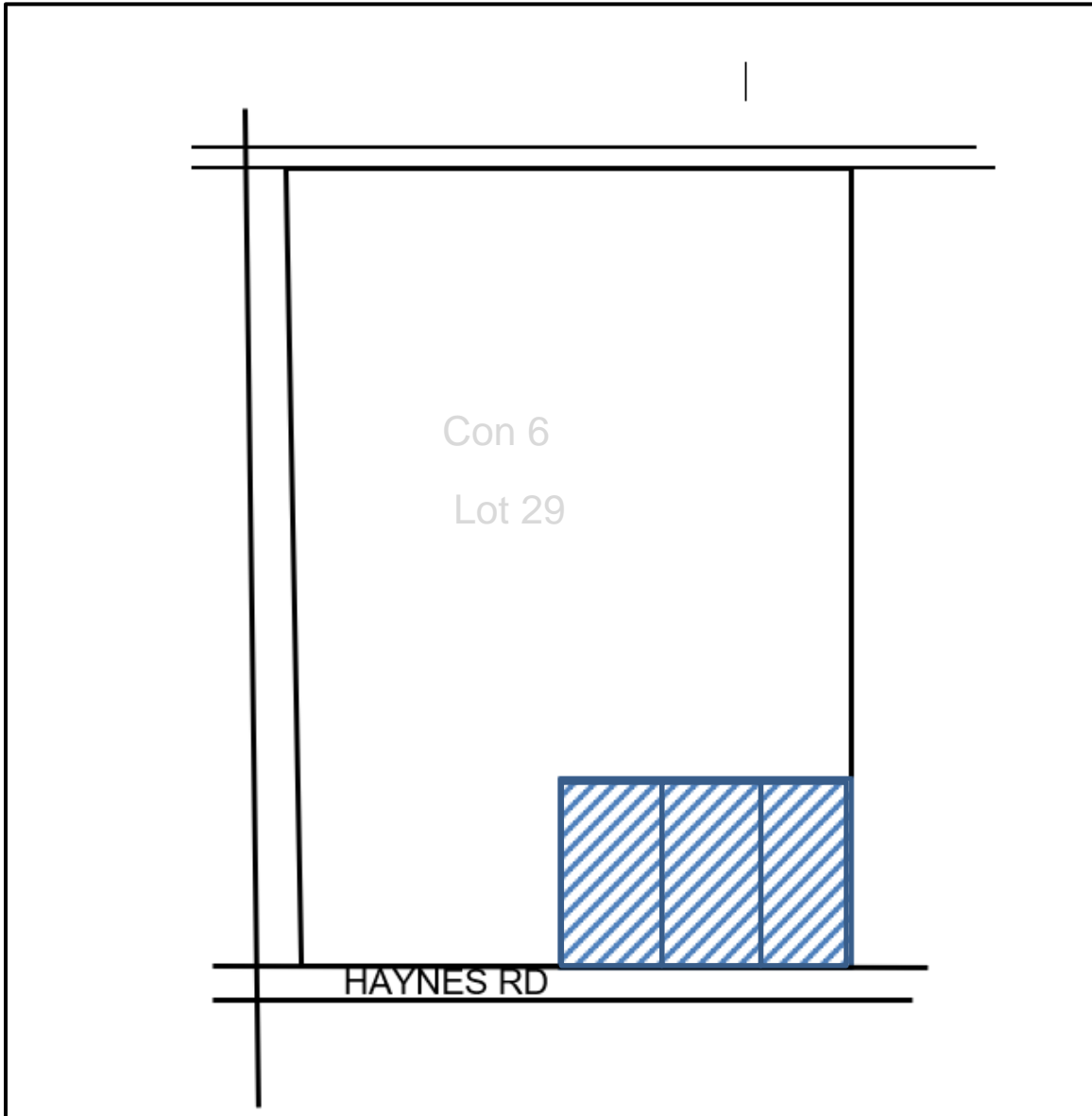
1. That By-law No. 08-18, as amended, is hereby amended as follows:
 - (i) Schedule "A-Map 18" of By-law No. 08-18 is hereby amended by changing the zone category of certain lands located in Part Lot 29, Concession 6, in the Township of Cramahe, as follows:
 - I. Lands to be rezoned from the Rural (RU) Zone to the Rural Residential (RR) Zone, as shown on Schedule A to this By-law.
2. This By-law shall become effective on the date it is passed by the Council of the Corporation of the Township of Cramahe, subject to the applicable provisions of the *Planning Act*, R.S.O. 1990, as amended.
3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the *Planning Act*, R.S.O. 1990, as amended.

READ a first time, second and third time and finally passed this 16th day of March, 2021 and given By-law No. 19-21.


Mandy Martin, Mayor

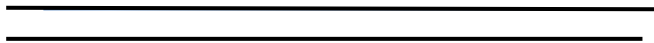
Joanne Hyde, Clerk

Schedule "A" to Zoning By-law 19-21



Lands to be rezoned from the Rural (RU) Zone to the Rural Residential (RR) Zone

<p>Schedule "A" to By-law 19-21</p> <p>Passed this ____ day of March, 2021.</p> <p>_____</p> <p>Mayor</p> <p>_____</p> <p>Clerk</p>	<p><u>Subject Property</u> 456 Haynes Road Con 6 Pt Lot 29</p> <p>File D14-MAT-10-20</p>	 <p>CRAMAHE <i>It's In Our Nature</i></p>
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THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. BL-21-21

Being a By-law to authorize the Execution of a Site Plan Agreement between the Township of Cramahe and 2003603 Ontario Corporation o/a McDonald Homes.

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 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 Township of Cramahe Site Plan Control Area By-law 07-113, as amended; 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 2003603 Ontario Corporation o/a McDonald Homes 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 is has been signed by all parties; and
4. That this by-law shall be deemed to be in force and effect as of March 16th 2021.

Read a first, second and third time and finally passed this 16th day of March, 2021

Mandy Martin, Mayor

Joanne Hyde, Clerk

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. BL-20-21

Being a By-law under the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend By-law No. 08-18, the Comprehensive Zoning By-law of the Township of Cramahe

WHEREAS the Council of the Township of Cramahe deems it advisable to amend By-law No. 08-18 with respect to the lands described in this By-law;

AND WHEREAS Council has conducted a public meeting as required by Section 34(12) of the *Planning Act*, R.S.O. 1990, as amended;

AND WHEREAS the matters herein are in conformity with the provisions of the Official Plan of the Township of Cramahe, as amended;

NOW THEREFORE the Council of the Corporation of the Township of Cramahe hereby enacts as follows:

1. That By-law No. 08-18, as amended, is hereby amended as follows:

(i) Schedule "A-Map 5" of By-law No. 08-18 is hereby amended by changing the zone category of certain lands located at 1198 Ontario Street in Part Lot 33, Concession 2 in the Township of Cramahe, as follows:

I. Lands to be rezoned from the Rural Residential – 41 (RR-41) Zone to the Residential 1- 29 (R1-29) Zone, as shown on Schedule "A" to this By-law.

(ii) Section 8.4 is amended by the addition of Section 8.2.29, which shall read as follows:

"8.4.29 Residential 1 – 29 (R1-29) -Part Lot 33 Concession 2

Notwithstanding the minimum lot frontage requirement to the contrary, within the Residential 1- 29 (R1-29) Zone the following shall apply:

(a) Minimum Lot Frontage 14.62 metres (47.96 feet)
(For a lot serviced by a public water system and a sanitary sewer system)"

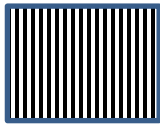
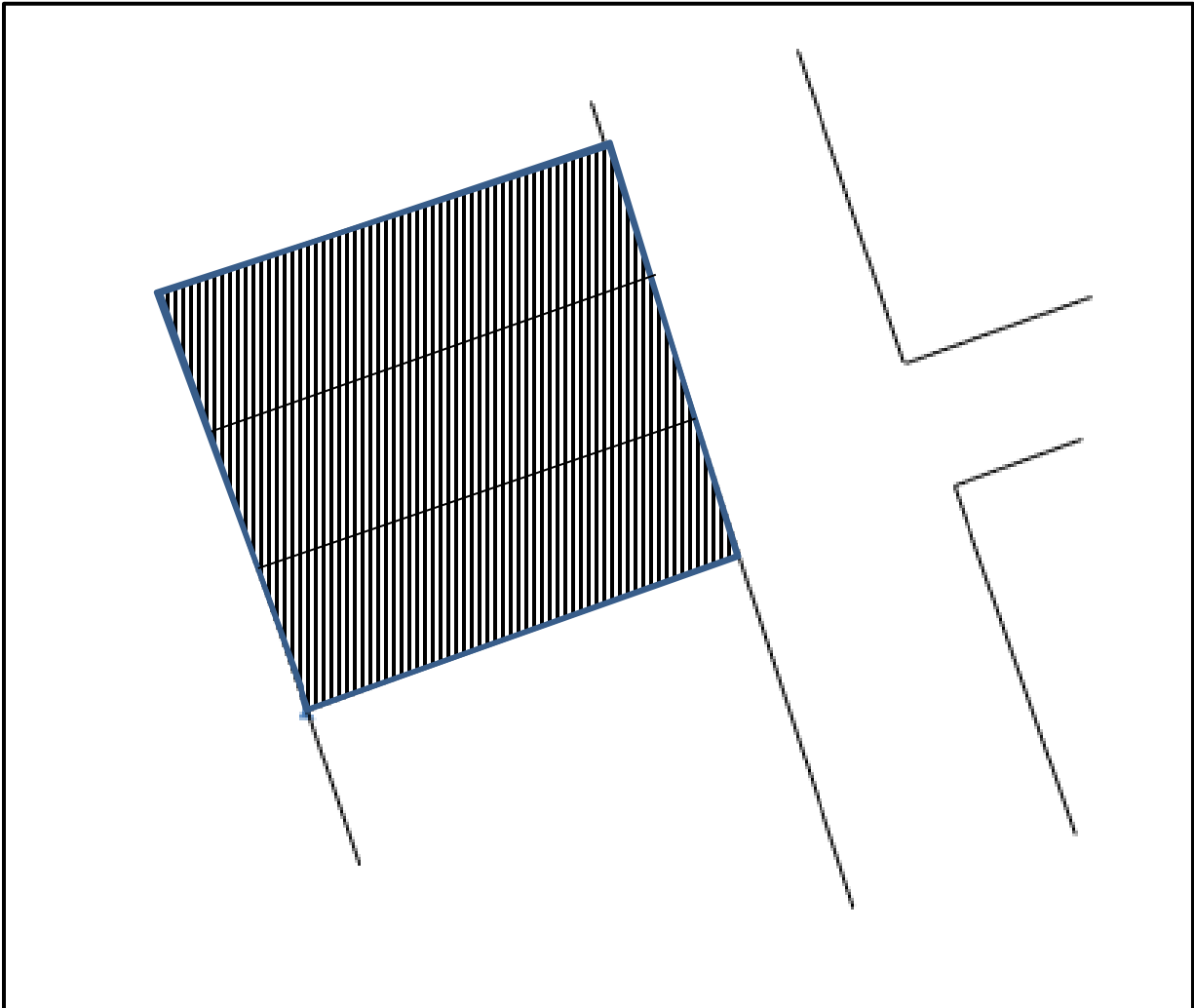
2. This By-law shall become effective on the date it is passed by the Council of the Corporation of the Township of Cramahe, subject to the applicable provisions of the *Planning Act*, R.S.O. 1990, as amended.

3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the *Planning Act*, R.S.O. 1990, as amended.

READ a first time, second and third time and finally passed this 16th day of March, 2021 and given By-law No. 20-21.

Mandy Martin, Mayor

Joanne Hyde, Clerk



Lands to be Rezoned from the Rural Residential (RR-41) to the Residential 1- 29 (R1- 29) Zone

Schedule "A" to By-law 20-21

Passed this ____ day of
March, 2021

Mayor

Clerk

Subject Property

1198 Ontario Street
Part Lot 33 Conc. 2

File No.
D14-RUT-01-21



THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. BL-23-21

Being a By-law to Regulate and Designate Responsibilities Relating to a Reduced Load Period Affecting Highways in the Township of Cramahe

Whereas Subsection 122(7) of the Highway Traffic Act, R.S.O. 1990, Chapter 8 provides that the municipal corporation or other authority having jurisdiction over a highway may by by-law designate the date on which a reduced load period shall start or end and the highway or portion thereof under its jurisdiction to which the designation applies; and

Whereas it is deemed necessary for a reduced load requirement on certain highways or portions therein in the Township of Cramahe for the protection of said highways; and

Whereas Highways 2, 21, 22, 25, 27, 31 are designated highways to the County of Northumberland and covered under the County of Northumberland Half Load By-law No. 2020-12;

Whereas the reduced load period shall commence on the 1st day of March each year and end on the 31st day of May each year in order to protect the road infrastructure within the Township of Cramahe; and

Whereas Section 23.1 and 23.2 of the Municipal Act, 2001, as amended, authorizes a municipality to delegate certain powers and duties; and

Whereas enforcement of this By-Law shall be pursuant to the Highway Traffic Act, R.S.O, 1990, c.H.8, as amended; and

Whereas the amount of fines, demerit points and CVOR points imposed upon conviction shall be set fines as prescribed by the Province of Ontario; and

Whereas the reduced load period may be extended or reduced, as required, to protect the road infrastructure within the Township of Cramahe at the discretion of the Manager and is hereby given that authority; and

Whereas Section 23(1) of the Municipal Act, 2001, S.O. 2001 c.25 as amended, allows Council to delegate its powers and duties,

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

Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

“Commercial Motor Vehicle” means a motor vehicle with a permanently attached truck or delivery body. The definition includes: ambulances, hearses, casket wagons, fire apparatus, buses and tractors used for hauling purposes on the highways;

“Council” means the municipal council for the Township of Cramahe;

“designated highway” means a highway which has been posted for load restrictions in accordance with Section 2.02 of this by-law.

“Manager of Public Works and Environmental Services” or “Manager” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“gross weight” means the combined weight of a vehicle and its load;

“highway” includes: a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, and part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines of the road allowance;

“Police Officer” means a chief of police or any other police officer in a police service that is appointed for enforcing or carrying out the provisions of this by-law;

“road-building machine” means a self-propelled vehicle of a design commonly used in the construction or maintenance of highways, including, but not limited to,

- a) asphalt spreaders, concrete paving or finishing machines, motor graders, rollers, tractor-dozers and motor scrapers;
- b) tracked and wheeled tractors of all kinds while equipped with mowers, post-hole diggers, compactors, weed spraying equipment, snow blowers and snow plows, front-end loaders, back-hoes or rock drills; and
- c) power shovels on tracks and draglines on tracks, but not including a commercial motor vehicle;

“Township”, “The Township of Cramahe” means The Corporation of the Township of Cramahe and includes its entire geographic area;

“trailer” means a vehicle that is at any time drawn upon a highway by a motor vehicle, except an implement of husbandry, a mobile home, another motor vehicle or any device or apparatus not designed to transport persons or property, temporarily drawn, propelled or moved upon a highway, and except a side car attached to a motorcycle, and shall be

considered a separate vehicle and not part of the motor vehicle by which it is drawn;

“**vehicle**” includes: a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle and any vehicle drawn, propelled or driving by any kind of power, including muscular power, but does not include a motorized snow vehicle or a street car.

1.02 Interpretation Rules:

(a) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 Statutes: References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

1.04 Severability: If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Reduced Load Period and Restrictions during that time

2.01 Period: The reduced load period shall commence on the 1st day of March each year, until the 31st day of May each year or as required to protect the road infrastructure in the Township of Cramahe at the discretion of the Manager, as delegated under Section 23.1 and 23.1 of the Municipal Act

2.02 Requirement to Designate by Signage: the reduced load period applies only on highways where the manager has caused reduced load signs to be posted.

2.03 Maximum Weight: During the reduced load period, no person shall operate, draw or haul a commercial motor vehicle or trailer, other than a public vehicle referred to in Section 1.01 upon any designated highway, where the weight upon any one axle of the vehicle exceeds five thousand (5000 kg) kilograms.

Section 3.00: Delegation of Authority to the Manager of Public Works and Environmental Services

3.01 Designated Highway(s): The Manager of Public Works and Environmental Services is hereby granted the authority to consider the structure on the highways in The Township of Cramahe and determine which, if any, should be restricted to reduced loads during the reduced load periods declared in Section 2.00 of this by-law. The reduced load period may be extended or reduced, as required, to protect the road infrastructure within the Township of Cramahe.

- 3.04 **Designates for the Manager:** the manager may designate any staff person her or she deems appropriate to fulfil his or her delegated duties pursuant to this by-law.

Section 4.00: Exemptions

- 4.01 **Exemptions:** Section 2.00 of this by-law does not apply to:
- a) vehicles operated by or on behalf of the municipality or other authority having jurisdiction and control of a highway, where the vehicles are engaged in highway maintenance, including the carriage and application of abrasives or chemicals to the highway, the stock piling of abrasives or chemicals for use on a highway, or the removal of snow from a highway;
 - b) vehicles used exclusively for the transportation of milk;
 - c) fire apparatus;
 - d) vehicles operated by or on behalf of the municipality collecting and/or transporting waste; or
 - e) public utility vehicles.
 - f) Heavy Truck used exclusively for the transportation of livestock, feed, live poultry, agricultural trucks hauling produce, fertilizer and grains.
 - h) Heavy Trucks used exclusively for the transportation of liquid or gaseous heating fuel.

Section 5.00: Highway Damage

- 5.01 **Liability:** Any person who contravenes any provision of this by-law is liable for the damages caused to the highway as a result of that contravention.

Section 6.00: Enforcement and Penalties

- 6.01 **Offence and Penalty:** Every person who commits an offence pursuant to this by-law is liable upon conviction to the fines prescribed in the Highway Traffic Act , R.S.O. 1990, c.H.8, and in accordance with the provisions of the Provincial Offences Act, 1990, c.P.33 and to any other applicable penalty.
- 6.02 **Enforcement:** shall be pursuant to the Highway Traffic Act, R.S.O, 1990, c.H.8, as amended.
- 6.03 **Penalties:** the amount of fines, demerit points and CVOR points imposed upon conviction shall be set fines as prescribed by the Province of Ontario.

Section 7.00: Administration and Effective Date

7.01 **Administration of the By-law:** The Manager of Public Works and Environmental Services is responsible for the administration of this by-law.

7.02 **Effective Date:** this by-law shall be deemed to be in force and effect as of March 16, 2021.

Read a first, second and third time and finally passed this 16th day of March 2021

Mandy Martin, Mayor

Joanne Hyde, Clerk

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. BL-26-21

Being a By-law to Authorize the Mayor and the Clerk to execute an agreement for the Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding

Whereas Section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to delegate its powers and duties to a person or body subject to certain restrictions; and

Whereas Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act, 2001, or any other Act,

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

1. **That** the Mayor and Clerk are hereby authorized on behalf of The Corporation of the Township of Cramahe, to execute an agreement for the Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding as Attached as Schedule A; and
2. **That** this by-law shall be deemed to be in force and effect as of March 16, 2021.

Read a first, second and third time and finally passed this 16th day of March 2021

Mandy Martin, Mayor

Joanne Hyde, Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE SAFE RESTART AGREEMENT (SRA) –
PHASE 2 MUNICIPAL TRANSIT FUNDING**

THIS TRANSFER PAYMENT AGREEMENT for the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding (the “Agreement”) is effective as of the Effective Date.

B E T W E E N:

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

(the “**Province**”)

- and -

The Corporation of the Township of Cramahe

(the “**Recipient**”)

BACKGROUND:

The Government of Canada (“Canada”) announced, on July 16, 2020, \$1 billion in federal funding under the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures in order to help the province restart the economy, while making Canada more resilient to possible future waves of the COVID-19 pandemic.

Under the SRA, the Province of Ontario has agreed to provide up to \$1 billion to cost-match the federal funding for a total of up to \$2 billion in funding to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures.

The Province has provided SRA funding to the Recipient in September 2020 (Phase 1) and will provide the remainder of the Recipient’s allocated SRA funding in Phase 2.

The funding for Phase 1 was intended to offer the Recipient immediate assistance towards additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

The funding for Phase 2, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the Financial Impacts (as defined in section 1.2 (Definitions)) the Recipient has incurred during the Eligibility Period (as defined in section A1.2 (Definitions)).

CONSIDERATION:

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

1.0 ENTIRE AGREEMENT

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

Schedule "A" - General Terms and Conditions

Schedule "B" - Contact Information and Authorized Representatives

Schedule "C" - Eligible Expenditures and Ineligible Expenditures

Schedule "D" - Claim and Attestation Submission, Supporting Documentation and Payment Procedures

Sub-schedule "D.1" - Claim and Attestation Form.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

(a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency; or

(b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

3.0 COUNTERPARTS

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

3.2 **Electronic Execution and Delivery of Agreement.**

(a) The Agreement may:

- (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
- (a) the Funds are to assist the Recipient with the Financial Impacts of the COVID-19 pandemic on the Recipient's transit system and not to provide goods or services to the Province;
 - (b) the Province is not responsible for the Recipient's transit system, including any Financial Impact; and
 - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

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

Date

Name: Caroline Mulroney
Title: Minister

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

Date

Name: Mandy Martin
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Arryn McNichol
Title: CAO/Treasurer

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

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

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement, entered into between the Province and the Recipient, all of the schedules and the sub-schedule listed in section 1.1 (Schedules and Sub-schedule to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system, any Financial Impact, or the Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials in respect of the Agreement.

“Effective Date” means the date of signature by the last signing Party to the Agreement.

“Eligible Expenditures” means the costs of the Financial Impacts that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

“Eligibility Period” means the period starting on or after October 1, 2020 and ending on or before March 31, 2021.

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means March 31, 2022.

“Financial Impacts” means the net revenue losses and additional net operating and capital costs the Recipient has incurred in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

“Low-performing Route” means any bus route deemed by a Recipient as not meeting service objectives or where service has been reduced or cancelled for not meeting service objectives.

“Maximum Funds” means \$30,216.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

“On-demand Microtransit” means small scale, flexible transportation services where rides are ordered on-demand.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

“SRA Phase 1 Contribution” means the funding for the SRA Phase 1 the Province provided to the Recipient in September 2020 and that is further described in the 4th paragraph of the Background to the Agreement.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient’s transit system, Financial Impacts, and the Funds;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and

- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures within the Eligibility Period, all in a timely manner;
- (c) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default).

A4.0 FUNDS

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions);
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of one or more of the following events:
 - (i) of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission); and
 - (ii) the SRA Phase 1 Contribution funding provided to the Recipient exceeds the additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

A4.3 Use of Funds. The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 **SRA Phase 1 Contribution, Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual losses or costs to the Recipient for the Financial Impacts, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, SRA Phase 1 Contribution, a rebate, credit or refund.

A4.5 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 **Disposal.** The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement or the Financial Impacts and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (a) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Eligible Expenditures claimed under the Agreement, the Financial Impacts or the use of the Funds.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (a) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties; and
- (b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.2 Request from the Province in Respect of Communications Activities. The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Financial Impacts or the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

A12.5 When Termination Effective. Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and SRA Phase 1 Contribution and related interest remaining in its possession or under its control.

A14.0 DEBT DUE AND PAYMENT

A14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or SRA Phase 1 Contribution, or an amount equal to any Funds or SRA Phase 1 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A14.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Contact Information and Authorized Representatives).

A14.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A15.0 NOTICE

A15.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (SRA Phase 1 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

A27.0 SPECIAL CONDITIONS

A27.1 Special Conditions. The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
 - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iii) the reporting form required for Phase 1 with the details on the use of the SRA Phase 1 Contribution and a forecast of Eligible Expenditures for the Eligibility Period; and
- (b) the Recipient, together with its claim for payment and to promote ridership growth and transit sustainability objectives, providing the Province with an attestation that the Recipient:

- (i) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
- (ii) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes or cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
- (iii) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
- (iv) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
- (v) has requested in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A27.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A12.4 (Recipient Not Remediating).

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8</p> <p>Attention: Kevin Dowling, Manager, Strategic Investments Office</p> <p>Phone: (416) 859-7912 Email: kevin.dowling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Address: 1 Toronto Street, PO Box 357 Colborne, ON K0K 1S0</p> <p>Attention: Arryn McNichol, CAO/Treasurer</p> <p>Phone: (905) 355-2821 Email: amcnichol@cramahetownship.ca</p>
<p>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</p>	<p>Address: 1 Toronto Street, PO Box 357 Colborne, ON K0K 1S0</p> <p>Attention: Arryn McNichol, CAO/Treasurer</p> <p>Phone: (905) 355-2821 Email: amcnichol@cramahetownship.ca</p>
<p>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Director, Municipal Programs Branch, Ministry of Transportation</p>
<p>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Clerk</p>

SCHEDULE “C”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

C1.0 Definitions. In this Schedule “C” (Eligible Expenditures and Ineligible Expenditures), the following terms will have the following meanings:

“**MTEC**” means the Municipal Transit Enhanced Cleaning (MTEC) funding provided to Ontario municipalities for costs incurred related to the enhanced cleaning of transit vehicles and any other public and non-public facing transit assets resulting from the COVID-19 pandemic.

“**Operating Budget**” means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001*.

C2.0 ELIGIBLE EXPENDITURES

C2.1 Scope of Eligible Expenditures. Eligible Expenditures include, at the Province’s sole discretion, the following Financial Impacts incurred during the Eligibility Period:

Revenue Losses

- (a) The following revenue losses measured against the Operating Budget (i.e., (revenue amount in the Operating Budget minus the actual revenue amount during the Eligibility Period) minus the non-COVID-19 pandemic revenue amount = the eligible revenue loss amount), that, in the opinion of the Province, the Recipient properly and reasonably incurred as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) farebox revenue losses;
 - (ii) advertising revenue losses;
 - (iii) parking revenue losses;
 - (iv) contract revenue losses; and
 - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Operating Costs

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
 - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
 - (iii) costs associated with vehicle maintenance;
 - (iv) costs associated with transit facilities;
 - (v) costs resulting from existing contracts with expanded scope/new contracts;
 - (vi) employee related costs (i.e., salaries, wages, benefits);
 - (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
 - (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
 - (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Capital Costs

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
- (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
 - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and

- (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

C3.0 INELIGIBLE EXPENDITURES

C3.1 Scope of Ineligible Expenditures. Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C2.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C2.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) costs for which MTEC funds have been provided or claimed;
- (f) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (g) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (h) refundable Harmonized Sales Tax or other refundable expenses; and
- (i) any other cost which is not specifically listed as an Eligible Expenditure under section C2.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

**SCHEDULE “D”
CLAIM AND ATTESTATION SUBMISSION,
SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES**

D1.0 CLAIM AND ATTESTATION

D1.1 Claim and Attestation from the Recipient’s Senior Financial Official. The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

D2.0 SUPPORTING DOCUMENTATION

D2.1 Report on Expenditures and Additional Report and Information. The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:

- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
- (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

D3.0 PAYMENT PROCEDURES

D3.1 Submission of Claim for Payment and Required Documentation. The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives).

D3.2 Claim Payments. Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

D3.3 No Interest. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives), or both.

**SUB-SCHEDULE “D.1”
CLAIM AND ATTESTATION FORM**

TO: Ministry of Transportation
Transportation Programs Office

Attention: Manager, Transportation Programs Office

Email: MTO-COVID_Transit_Funding@ontario.ca

FROM: **[Insert name of Recipient]**

Attention: **[insert name and title of Recipient senior official]**

Telephone No.: **[insert telephone number of Recipient senior official]**

RE: Safe Restart Agreement – Phase 2 Municipal Transit Funding

In the matter of the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[insert the name and title of the Recipient’s senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

On the date set out below:

- 1) all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct.
- 2) the Recipient is in compliance with all the terms and conditions of the Agreement.;
- 3) the information in respect of the Eligible Expenditures that is contained in the attached Appendix A (Report on Expenditures) is true and correct.
- 4) the Eligible Expenditures claimed in the attached Appendix A (Report on Expenditures) have:
 - (a) in respect of the losses, been incurred during the Eligibility Period;

- (b) in respect of the operating and capital costs, been incurred during the Eligibility Period;
 - (c) have only been expended on Financial Impacts as defined in section A1.2 (Definitions) of the Agreement;
 - (d) have not been and will not be funded or reimbursed through any other funding program; and
 - (e) have not replaced the budgeted subsidy that the Recipient provides to transit operations.
- 5) the Recipient has not received and will not receive SRA Phase 1 Contribution, a rebate, credit or refund for any Eligible Expenditures claimed or, if it did, those were deducted from the Eligible Expenditures claimed.
- 6) the Recipient is in compliance with all of the reporting requirements of the Agreement.
- 7) the Recipient:
- (a) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
 - (b) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
 - (c) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
 - (d) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
 - (e) has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

By signing below, I hereby claim payment in the amount of \$ _____, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the Agreement.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A
FORM OF REPORT ON EXPENDITURES
TO
SUB-SCHEDULE "D.1" (CLAIM AND ATTESTATION FORM)**

Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Expenditure Report for the Eligibility Period	
Date:	
Recipient's Name:	
Total Funds Allocated:	
Total Funds Claimed:	
Remaining Allocation:	

<i>See Schedule "C" (Eligible Expenditures & Ineligible Expenditures, including Articles C2.0 (Eligible Expenditures) & C 3.0 (Ineligible Expenditures) for details on Eligible Expenditures & Ineligible Expenditures</i>		October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	[Note: If the Eligibility Period is extended pursuant to section 1.2 (Definitions) of the Agreement, add a new column for each additional month]	Total
Revenue Losses	Farebox								
	Advertising								
	Parking								
	Contracts (e.g., school)								
	Other Revenue ¹								
Operating Costs	Vehicle Cleaning ²								
	Changes in Fuel Consumption								
	Vehicle Maintenance								
	Transit Facilities								
	Existing Contracts with Expanding Scope/New Contracts								
	Employee								
	Employee PPE								

	Communications								
	Other Operating Costs ³								
Capital Costs	Driver Protection								
	Passenger Protection								
	Other Capital Costs ⁴								
Net Monthly Impact - Pressure/(Savings):									
Cumulative Impact - Pressure/(Savings):									

¹Other revenue impacts beyond those listed above

²Cleaning costs beyond costs reimbursed through Municipal Transit Enhancement Cleaning funding

³Additional COVID related operating costs beyond those listed above

⁴See workbook tab and/or comments for details

The Recipient attests to the following conditions from the drop-down menu, as outlined in Schedule A (General Terms and Conditions), paragraph 27.1(b) of the Transfer Payment Agreement,

Condition	Select
Has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items.	
Has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve low-performing, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews.	

<p>Has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient.</p>		
<p>Has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience.</p>		
<p>Has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.</p>		

Results Achieved with Provincial Funding:

Additional Comments:

Conclusion:

Recommended for payment:

Date:

Recommended for payment:

Date:

**[insert/print the name and title of the Recipient's
authorized representative]**

**[insert/print the name of the
Director]
Director, Ministry of Transportation**

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. BL-24-21

Being a By-law to under the provisions of Section 34 of the Planning Act, R.S.O. 1990, to amend By-law No. 08-18, the Comprehensive Zoning By-law of the Township of Cramahe

WHEREAS the Council of the Township of Cramahe deems it advisable to amend By-law No. 08-18 with respect to the lands described in this By-law;

AND WHEREAS Council has conducted a public meeting as required by Section 34(12) of the Planning Act, R.S.O. 1990, as amended;

AND WHEREAS the matters herein are in conformity with the provisions of the Official Plan of the Township of Cramahe, as amended;

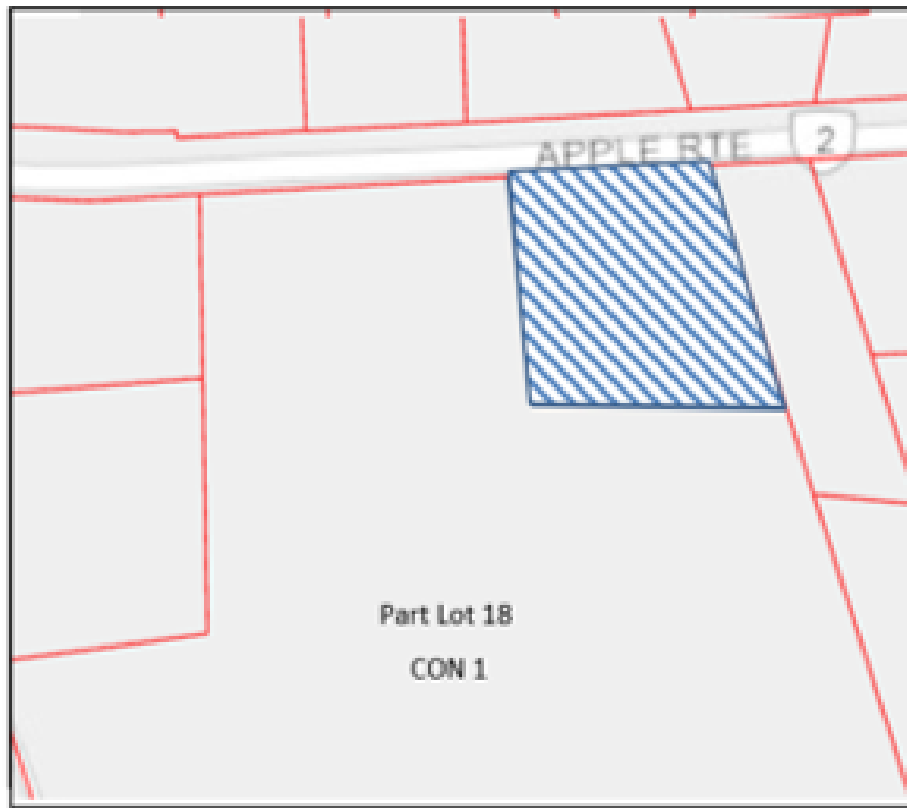
NOW THEREFORE the Council of the Corporation of the Township of Cramahe hereby enacts as follows:

1. That By-law No. 08-18, as amended, is hereby amended as follows:
 - (i) Schedule "A-Map-07" of By-law No. 08-18 is hereby amended by changing the zone category of certain lands located in Part Lot 18, Concession 1, in the Township of Cramahe, as follows:
 - I. Lands to be rezoned from the Rural 41 (RU-41) Zone to the Rural Residential (RR) Zone, as shown on Schedule A to this By-law.
2. This By-law shall become effective on the date it is passed by the Council of the Corporation of the Township of Cramahe, subject to the applicable provisions of the Planning Act, R.S.O. 1990, as amended.
3. The Clerk is hereby authorized and directed to proceed with the giving of notice under Section 34(18) of the Planning Act, R.S.O. 1990, as amended.

Read a first, second and third time and finally passed this 16th day of March 2021

Mandy Martin, Mayor

Joanne Hyde, Clerk



Lands to be rezoned from the Rural -41 (RU-41) Zone
to the Rural Residential (RR) Zone

Schedule A to By-law No. 24-21

Passed this 16 day of March 2021

Mayor

Clerk

Subject Property

Part Lot 18
Concession 1
Township of Cramahe

File No.
(D14-BCV-08-20)



**Updates from Northumberland County
March 15-26, 2021**

- **Local municipalities welcome the launch of mass immunization clinics in Northumberland:** The seven mayors of Northumberland County welcomed the March 10 announcement by the HKPR District Health Unit that COVID-19 vaccinations for the general public would begin on March 16, starting with residents aged 80 years and older who currently have a local primary health care provider. Residents in this age group who do not currently have a local primary health care provider – or who have not heard from their local provider – can book a vaccination appointment directly through the Province’s registration system as of Monday, March 15.

Local municipalities have been supporting the community collaboration to plan for and open two mass vaccination clinics in Northumberland, the first one launching at the Cobourg Community Centre on March 16, with a second clinic under development for the Trent Hills Emergency Services Base in Campbellford. These two sites were identified based on linkages to local health care hubs including the community hospitals, in order to maximize system capacity. The Health Unit has plans to add mobile and drive-through clinics to the distribution network as rollout progresses. For more information about the local rollout of COVID-19 vaccines, please visit the HKPR District Health Unit website at hkpr.on.ca.

- **Ontario Health Team of Northumberland set to open Rural Outreach Clinic in collaboration with Cramahe Township:** Health care providers affiliated with the Ontario Health Team of Northumberland (OHT-N) are preparing to open the region’s first Rural Outreach Clinic on Tuesday, April 6 at 34 Victoria Street, Colborne, thanks to a unique collaboration with Cramahe Township. One of three priority projects undertaken by the OHT-N, the aim of the Rural Outreach Clinic effort is to bring services to rural community locations in Northumberland, and help reduce barriers to care experienced by patients in small, rural areas, such as access, transportation and outreach challenges. The Colborne clinic will offer appointment-based services such as mental health counselling, primary care for patients without a local provider, foot care and more. For more about this clinic, and for contact information, visit OHTNorthumberland.ca.

- **Upcoming virtual consultations regarding Natural Heritage System amendments to County Official Plan:** County Council has endorsed an Enhanced Natural Heritage System for Northumberland. Required under provincial legislation, the Natural Heritage System will preserve and enhance significant natural features and areas across the County such as wetlands, woodlands and watercourses. Proposed Natural Heritage System mapping and policy changes to Northumberland County's Official Plan will be presented at a virtual open house on March 29 and a virtual public meeting on April 7. To learn more about the amendment and for event details, visit [JoinIn.Northumberland.ca](https://www.joinin.northumberland.ca).
- **Notice of Filing of Addendum - Campbellford Bridge/ Trent River Crossing & Arterial Road Network Municipal Class Environmental Assessment:** In 2016, Northumberland County completed the Campbellford Bridge/Trent River Crossing & Arterial Road Network Municipal Class Environmental Assessment. The County is now proposing to change the road improvements on the western side of the proposed crossing from a signalized intersection to a roundabout at Alma Street and Grand Road. A review of the proposed changes is now available for feedback until April 4 in an Addendum to the original Environmental Study Report (ESR) at [CampbellfordBridge.ca](https://www.campbellfordbridge.ca).
- **Household Hazardous Waste:** Due to the ongoing COVID-19 pandemic, the seasonal Cobourg and Seymour Household Hazardous Waste Depots will be closed for the 2021 season. However, you can drop off Household Hazardous Waste year-round at the Bewdley Community Recycling Centre on Tuesdays, Thursdays and Saturdays, and at the Brighton Community Recycling Centre on Mondays, Wednesdays and Saturdays. For facility hours and information, visit [Northumberland.ca/CRC](https://www.northumberland.ca/CRC).

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. BL-25-21

Being a By-law to Confirm the Proceedings of Council at its Council Meeting (Electronic) held on March 16, 2021

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 March 16, 2021 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 16th day of March 2021

Mandy Martin, Mayor

Joanne Hyde, Clerk