



**Township of Cramahe Special Council Meeting
Agenda**

Date: Friday, July 31, 2020, 3:00 p.m.
Location: Virtual Meeting

Pages

1. MEETING DETAILS

Meeting ID: 871 9290 1425

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

2. CALL TO ORDER

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

This territory is covered by the Williams Treaty.

3. RECORDING EQUIPMENT

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

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

4. 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. REPORTS OF MUNICIPAL OFFICERS

7.a Lakefront Utility Services Inc. Extension Agreement, PW-06-20

5

BE IT RESOLVED THAT Council receive Report PW-06-20 for information; and

THAT Council authorizes the Mayor and Clerk to enter into a one-year extension agreement with Lakefront Utility Services Inc. to operate, maintain and provide related services for the Township of Cramahe water supply and distribution system.

7.b Bill 197 Updates regarding Proxy Voting and Electronic Meetings, CLERKS-13-20

32

BE IT RESOLVED THAT Committee of the Whole receive Report CLERKS-13-2020 for information; and

THAT Committee of the Whole recommend to Council

8. NOTICE OF MOTION

8.a Request to Move Committee of the Whole Meeting to August 18, 2020

BE IT RESOLVED THAT Council move the August 11, 2020 Committee of the Whole to August 18, 2020 at 6PM to accommodate vacation schedules.

9. BY-LAWS, 2020-60

9.a 2020-60, Amend Procedure By-Law to include provisions relating to Bill 197

48

BE IT RESOLVED THAT Council approve By-Law 2020-60, being a By-law to Amend Procedure By-Law 20-2020 to include provisions relating to Bill 197, be read a first, second and third time, signed by the Mayor and the Clerk and entered into the By-Law Book.

9.b 2020-61 LUSI Extension Agreement

50

BE IT RESOLVED THAT Council approve By-Law 2020-61, being a By-law to Authorize the Execution of an Agreement with Lakefront Utility Services Inc. (LUSI) and the Township of Cramahe, read a first, second and third time, signed by the Mayor and the Clerk, sealed and entered into the By-Law Book.

10. 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.

11. CLOSED SESSION

BE IT RESOLVED THAT Council move into closed session at TIME to discuss Matters about an Identifiable Individual(s) - Fire Department Update ADMIN-08-2020; and
THAT CAO/Treasurer A. McNichol, Deputy Clerk H. Grant, and Clerk J. Hyde remain in attendance.

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

11.a Fire Department Update, ADMIN-08-20

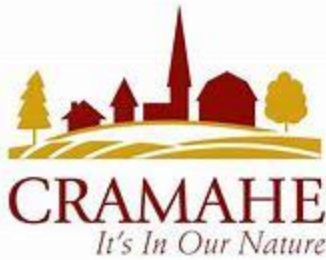
12. CONFIRMING BY-LAW

61

Be it resolved that Council approve By-law 2020-62, being a By-law to confirm the proceedings of the Corporation of the Township of Cramahe Special Council Meeting held on July 31, 2020, be read a first, second and third time, finally passed, signed by the Mayor and the Clerk, sealed and entered into the By-law book.

13. ADJOURNMENT

Be it resolved that Council adjourn the meeting at TIME.



REPORT

Transportation & Environmental Services

Meeting: Special Council Meeting

Date: July 31, 2020

Report No.: PW-06-20

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

Subject: Lakefront Utility Services Inc. Extension Agreement

Recommendation(s):

BE IT RESOLVED THAT Council receive Report PW-06-20 for information; and

THAT Council authorizes the Mayor and Clerk to enter into a one-year extension agreement with Lakefront Utility Services Inc. to operate, maintain and provide related services for the Township of Cramahe water supply and distribution system.

Background:

Lakefront Utility Services Inc. (LUSI) has provided the Township of Cramahe contracted services to operate, maintain and provide related services for its water supply and distribution system under a service agreement dated the 10th day of August, 2015.

On August 01, 2020 the existing 5 year agreement with (LUSI) will expire and the Township is required to either extend or renew the agreement.

Staff Comments:

The existing agreement is set to expire on August 01, 2020. The Township must also maintain its ongoing projects as well as a boil water advisory issued by Haliburton, Kawartha, Pine Ridge District Health Unit.

Staff have received legal advice that the best course of action is to grant a one year extension to LUSI to provide the services outlined in the proposed extension and amending agreement.

It is recommended that full tender be issued in the fall of 2020 to provide The Township of Cramahe with contracted service to operate, maintain and provide related services for its water supply and distribution.

The proposed new Extension and Amending Agreement and the expiring agreement dated 10th day August, 2015 are attached to this report.

Financial Implications:

As outlined in the existing agreement dated 10th day August, 2015 the total annual cost for the water system operations were \$258,190.00.

The proposed 2020 cost total annual cost for the water system operations are \$274,930.00 as outlined in the Extension and amending agreement.

This is a proposed increase of 6.48 % from the 2015 agreement.

Concluding Comments:

Staff are recommending that a one year service extension agreement be executed with LUSI.

Submitted by: _____

David MacPherson C.E.T.

Manager of Public Works and Environmental Services

Choose an item.

Reviewed by: _____

Arryn McNichol, CAO/Treasurer

Report Approval Details

Document Title:	LUSI Extension Agreement 2020.docx
Attachments:	- LUSI Cramahe Water Service Agreement Expires Aug 1 2020 (2).pdf - LUSI Cramahe Services Agreement - Extension and Amending Agreement V2 Jul-24-2020.pdf
Final Approval Date:	Jul 28, 2020

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

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

ARRYN MCNICHOL - Jul 28, 2020 - 4:41 PM

SERVICES AGREEMENT

THIS AGREEMENT made this 10th day of August, 2015

BETWEEN:

**THE CORPORATION OF THE
TOWNSHIP OF CRAMAHE**

hereinafter called "Cramahe"

of the FIRST PART

- and -

LAKEFRONT UTILITY SERVICES INC.

hereinafter called the "Contractor"

of the SECOND PART

WHEREAS Cramahe issued a Request for Proposals (the "RFP") to seek a firm to operate, maintain and provide related services for its water supply and distribution system;

AND WHEREAS the Contractor submitted a proposal in response to the RFP (the "Proposal") and has the requisite skills, personnel, and experience to perform the services required under the RFP;

AND WHEREAS the Contractor was selected by Cramahe as the preferred proponent, and now wishes to engage the Contractor to provide the Services as hereinafter defined, and the Contractor wishes to be so engaged;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements and for other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Services

Cramahe shall engage the Contractor to provide Cramahe with the services detailed in Schedule "A" attached hereto (the "Services"), as may be amended by written agreement of the parties from time to time. Such Schedule "A" becomes and forms part of this Agreement.

2. Additional Services

The parties acknowledge that the Contractor and Cramahe may agree to the provision of additional Services by the Contractor to Cramahe, which Services will be covered by the terms of this Agreement. In such event, the additional Services shall be set out in additional schedules and identified as to date. Upon execution by both parties of such additional schedules, the Services under such additional schedules shall be deemed to be included under this Services Agreement.

3. Payment

Cramahe agrees to compensate the Contractor for the Services as set out in Schedule "B" attached hereto.

4. Change Orders

Cramahe shall have the right to issue change orders from time to time affecting the Contractor's Services hereunder. If any such changes cause an increase or decrease in the cost of the Services, or the time required for performance, an equitable adjustment to the terms of this Agreement shall be made and agreed upon prior to the Contractor being required to honor the change order. Such change in Services, term and payment, shall be included as a further Schedule and executed by both parties to be effective.

5. Term of this Agreement

The engagement of the Contractor pursuant to this Agreement shall commence **August 1st, 2015** ("Commencement Date"). Unless terminated in accordance with Article 3 below, this Agreement shall expire Five (5) years from the Commencement Date.

6. Termination

- a) Either party may terminate the agreement within six (6) months written notice at no penalty or cost to the other party. In the interim the Contractor shall continue to operate the system as if the contract was not being terminated and shall cooperate fully throughout the notice period with Cramahe.
- b) Notwithstanding the provisions of Section 5 hereof, this Agreement may be terminated by Cramahe in the following manner and circumstances:
 - (i) In the event of a material default by the Contractor of its obligations hereunder, which default is not corrected within fifteen (15) days of notice by Cramahe to the Contractor, then Cramahe may immediately terminate the Agreement upon the delivery of written notice to the Contractor of said termination.

- (ii) Immediately on the giving of written notice to the Contractor in the event that the Contractor becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors; or a resolution or other proceeding is taken by or instituted against the Contractor for the dissolution or winding up of the Contractor.
- c) The termination of this Agreement shall not affect the liabilities of either party hereto for amounts due or accruing due to the other party at the date of termination, which debts shall continue to be binding and enforceable obligations. Furthermore, the indemnities herein provided for the benefit of Cramahe shall survive any termination of this agreement and shall continue in full force and effect for the benefit of Cramahe.
- d) In the event that termination occurs part way through this Agreement, then the Contractor shall be paid for all Services performed to the date of termination in accordance with the terms of this Agreement. This is without prejudice to any claim by Cramahe for damages in the event the Agreement is terminated due to the default of the Contractor.

7. Confidentiality

The Contractor agrees not to divulge to any third party or to use except in connection with the performance of Services hereunder:

- a) any confidential information of Cramahe's business learned by the Contractor or its workers in the course hereof;
- b) any confidential information contained in any documents provided by Cramahe to the Contractor.

This obligation shall not apply to any information which is already in the public domain, is already known to the Contractor, has been obtained by the Contractor from a third party without the violation of any duty to Cramahe or is not identified as confidential information by Cramahe.

8. Force Majeure

Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by Acts of God, strike, acts of war, or any other cause beyond the reasonable control of the said party at any time for performance of any Services or shall be extended by the period of such delay.

9. Nature of Relationship

- a) The Contractor is an independent contractor and will not act as a Cramahe agent, nor shall it or its workers, employees, contractors, or agents be

deemed to be an agent, contractor, or employee of Cramahe for the purposes of any employee benefit program, income tax withholding, unemployment benefits, or otherwise.

- b) The Contractor shall assume full responsibility and liability for the payment of any taxes due on monies received from Cramahe and shall indemnify and hold Cramahe harmless from and against all claims or demands under the *Income Tax Act* of Canada and the Province of Ontario, for or in respect of withholding tax and any interest or penalties resulting thereto, or similarly with respect to the *Occupational Health and Safety Act*, *Workplace Safety & Insurance Act*, *Employment Insurance Act* or the *Canada Pension Plan Act* and any costs or expenses incurred in defending such claims or demands.
- c) Neither party shall incur any obligation on the other's behalf, nor commit the other in any manner without the other's prior written consent.

10. Supervision & Safety

The parties acknowledge and agree that responsibility for the safety, supervision, instruction, and evaluation of the workers providing the Services is the sole and exclusive responsibility of the Contractor. The Contractor is responsible for compliance with the *Workplace Safety and Insurance Act* and the *Occupational Health and Safety Act*, as those acts are amended from time to time, related to duties performed by the Contractor for Cramahe, and the costs of such compliance.

11. The Contractor's Representations, Warranties, and Covenants

- a) The Contractor represents and warrants that the Services will function, operate and perform in accordance with the specifications set out in Schedule "A" attached hereto (except to the extent such specifications are modified by the parties from time to time), the Proposal, and the RFP.
- b) The Contractor agrees that it will perform the Services in a competent manner, in accordance with this Agreement, all applicable laws, and industry standards.
- c) The Contractor represents that it is and shall continue to be a corporation duly incorporated, organized and subsisting under the laws of Ontario with good and sufficient power, authority and right to enter into and deliver this Agreement.
- d) The Contractor represents that it is operating and shall continue to operate in compliance with all applicable laws, rules, regulations, notices, approvals and orders of Canada and of the Province of Ontario and all municipalities thereof in which its business is carried on, including in compliance with all tax and employment laws.

12. Indemnity

The Contractor agrees to indemnify and save harmless Cramahe from any costs, losses, expenses, damages, lawsuits, claims, obligations, debts, liabilities or demands resulting from any negligent acts or omissions by the Contractor related to or arising from this Agreement, and from every manner of costs, damages or expenses incurred by or injury or damage to any person or persons or his, her or their property.

13. Insurance

The Contractor shall maintain, and provide to Cramahe proof of, insurance coverage relevant to the work to be performed by the Contractor for Cramahe, including but not limited to workers compensation insurance and public liability insurance, in a form and amount satisfactory to Cramahe.

14. Other Provisions

The parties agree that:

- a) All tools and furniture, *and* mobile equipment and vehicles belonging to the *Contractor* purchased at no direct cost to Cramahe shall remain property of *Contractor*.
- b) Any instrumentation, SCADA, software or similar installations installed by the *Contractor* become the property of Cramahe upon installation.
- c) Should the province or another government agency impose new statutes, regulation or guidelines or impose further requirements for operation through a change of licence or permit or by Director's Order or similar means which impose a direct or indirect cost on Contractor, then such costs will be reimbursed by mutual agreement of both Cramahe and *Contractor*.
- d) Cramahe retains the right to audit the operating procedures and records of *Contractor* by a party named by Cramahe. *Contractor* shall provide such within a reasonable time as requested by the party undertaking the audit on behalf of Cramahe.
- e) Should operating problems arise that are directly or indirectly the result of activities or actions of the *Contractor* which might place a liability on Cramahe, Council, on its officers shall cover all legal fees of the township, its councilors and officers.
- f) An "emergency" shall include, but is not limited to a situation where public health or safety is immediately endangered or where the public is inconvenienced to the extent that a residence or business cannot be fully used for its intended purpose.
- g) The Contractor will notify the township of changes to the contractor's Overall-Responsible-Operator and person designated being responsible for contract administration.

15. Resolution of Disagreements

In the event of disagreements that may arise, a mediator will be jointly appointed. In the event that such a joint appointment can't be made each party will name a person to a mediation panel and the two appointees will select a third member to chair the panel. The chair and other panel members shall vote on a decision. A simple majority shall be the decision of the panel. If the mediation is unsuccessful, the mediator shall be given the powers of an arbitrator under the *Arbitration Act*, Ontario, and the decision of the arbitrator shall be binding on both parties without appeal or other recourse.

16. Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. This Agreement shall enure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

17. Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered personally to any officer of the party being notified; or (ii) on the third business day after being sent by registered or certified mail, postage prepaid, facsimile, addressed as follows:

To Cramahe:
1 Toronto Street
PO Box 357
Colborne, ON K0K 1S0

To the Contractor:
207 Division St
PO Box 577
Cobourg, ON K9A 4L3

18. Governing Law

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

19. Amendments

No provision of this Agreement shall be amended, altered or waived except by a further written agreement between the parties. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

20. Agreement

The RFP and Proposal are incorporated by reference into this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement, the RFP and the Proposal, the provisions of this Agreement shall prevail, then the RFP, then the Proposal, with respect to the conflict. This Agreement, including the Schedules, RFP, and Proposal, constitute the entire agreement between the parties on the subject matter hereto.

21. General

- a) In the event any portion of this Agreement is deemed to be invalid or unenforceable, the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
- b) Time shall be of the essence in the performance of obligations pursuant to this Agreement.
- c) The headings in this Agreement are for convenience and reference only and shall not form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the 1st day of Aug, 2015.

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE



Per:
Authorized Signing Officer



Per:
Authorized Signing Officer

LAKEFRONT UTILITY SERVICES INC.



Per:
Authorized Signing Officer



Per:
Authorized Signing Officer

SCHEDULE "A"

SERVICES

Contractor agrees to provide the following services:

1. Amending the necessary documentation such as but not limited to the system operating licence and for installation of off-site on-line monitoring as deemed necessary by Contractor for a onetime fee.
2. All labour (including transportation of employees complete with hand tools) to operate and to perform routine maintenance of the facilities.
3. Operation of the noted facilities on a daily basis and there shall be no extra charges or work performed within the normal work day of eight (8) hours and on three (3) hours on weekends and holidays.
4. During the time that Contractor's employees are not present, there shall be an operator available on-site within 60 minutes for emergency response.
5. Use of Contractor's, equipment and transport, less heavy equipment such as excavators and dump trucks.
6. Preventative maintenance shall be to a standard practiced by competent operators in Ontario.
7. Review of engineering design by others.
8. Telephone and communication services.
9. Water service and water main installation/repair inspections to a commonly accepted standard in Ontario.
10. Locating services for water mains and water services.
11. Submission of reports as required by the Province of Ontario.
12. Liability insurance that of \$5,000,000 that includes naming Cramahe, its officers and employees as being covered for errors and omissions by or direct damages to property by the Contractor.
13. Maintenance records management.
14. Written monthly operating reports submitted to Cramahe.
15. Meetings with Cramahe's council on an as required basis.
16. Preparation of routine reports as could be reasonably be expected as currently required by regulation, guidelines and directives, less preparation of documentation for Licensing.
17. Preparation of financial reports to be given to Cramahe's Treasurer within 15 days of the previous month.
18. Provision of minor general supplies such as (but not limited to) cleaning agents, towels, light bulbs etc. from Contractor's warehousing/inventory.
19. Contractor will adhere to Cramahe's policies and bylaws for the purchase of supplies and services for work performed under this agreement.

SCHEDULE "B"

PAYMENT TERMS

1. Invoices to be forwarded before and effective the first day of each month to be paid by the 15th of the following month.
2. The township will directly pay all utility costs and chemical purchases.
3. Where major capital works and equipment replacement exceeding \$1,000 are involved, Cramahe and Contractor will need to agree prior to the start of work the method of work administration and oversight, design and payment arrangements.

Meter reading and Billing:

4. The following billing services shall be provided by Contractor at the following Rates
5. Administration of meter reading, billing, collection of associated revenues, reimbursement of the township of revenues received and detailed reporting of billings and receivables at a fixed rate of \$15,620.00 per year.
6. Meter reading and billing at \$3.00 per meter.
7. Where customers are billed on a fixed cost basis the above rate for meter reading shall apply.
8. Water meter installation and replacement shall be provided by Contractor at the cost plus 10% with costs billed directly to the customer.

Other Costs:

9. The following services shall be provided by Contractor at the request of Cramahe at the following rates, which are in addition to the annual fee set out in section 2:
10. Overtime based upon actual costs to the Contractor plus 10%.
11. Fire hydrant inspections, maintenance and reporting to meet Ontario Fire Code and American Water Works Association *Manual M17 Installation, Field Testing and Maintenance* based upon \$26.00/hydrant.
12. Rating of 20% of the hydrants annually based upon \$26.00/ hydrant.
13. Annual street valve operation at \$52.00/valve.
14. Equipment repair and replacement at cost plus 10%.

Basis for determining the overall annual costs of system operations by the Operating Authority:

Item	Units	Rate per Unit	Number of Units	Total Annual Cost
Annual Fee	each	\$119,750.00	1	\$119,750.00
Meter Reading and Billing Administration	each	\$15,600.00	1	\$15,600.00
Meter Reading and Billing	each	\$3.00	1025	\$36,900
Annual Hydrant Inspections	each	\$26.00	125	\$3250.00
Hydrant Rating	each	\$26.00	25	\$650.00
Valve operation	each	\$52.00	135	\$7020.00
Overtime ^{Note 1}	estimate			\$ 25,000
Contingences ^{Note 2}	estimate			\$ 50,000
Total				\$258,190.00

Notes

1. The amount of overtime shown is for budgeting purposes only. The township shall be made aware of emergency overtime in advance if possible and immediately at the start of the next working day if the emergency occurred outside of normal working hours. The township reserves the right to question the need for overtime.
2. Contingencies are included for budgeting purposes only by Cramahe and shall not be construed as funds to be received by Contractor unless so authorized by Cramahe.

EXTENSION AND AMENDING AGREEMENT

This Extension and Amending Agreement is made this ____ day of _____, 2020

BETWEEN:

**THE CORPORATION OF THE
TOWNSHIP OF CRAMAHE**
hereinafter called "Cramahe"

of the FIRST PART

- and -

LAKEFRONT UTILITY SERVICES INC.
hereinafter called the "Contractor"

of the SECOND PART

WHEREAS Cramahe and the Contractor entered into a Services Agreement on August 10, 2015 (the "Services Agreement") and the Services Agreement expires on August 1, 2020;

AND WHEREAS Cramahe and the Contractor wish to extend the term of the Services Agreement and to amend the terms and conditions of the Services Agreement as provided herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements and for other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Extension of Term of Services Agreement

The term of the Services Agreement is extended for a one-year period, commencing August 1, 2020 and expiring August 1, 2021 (the "Extension Term").

2. Amendment of Services Agreement

The supplementary provisions set out below amend the terms and conditions of the Services Agreement (the "Supplementary Provisions"). In the event of a conflict or inconsistency between the existing terms and conditions in the Services Agreement and the Supplementary Provisions, the Supplementary Provisions shall take precedence.

2.1 Definitions

The following definitions are incorporated into and form part of the Services Agreement:

(a) "Abnormal Circumstances" means circumstances that are beyond the reasonable control of the Contractor (it being agreed that lack of financial resources does not constitute such a circumstance) and that are of a significant nature and continue for a period of time sufficiently long to disrupt the municipal drinking water system from operating in accordance with the Regulatory Requirements or to otherwise prevent or disrupt the ability of the Contractor to perform the Services in accordance with the terms of this Agreement, including circumstances resulting from:

- i. Change in Regulatory Requirements;
- ii. an Emergency; and
- iii. Events of Force Majeure;

(b) "Additional Services" means:

- i. Any short-term or temporary increase or alteration in the scope or cost of the Services; and
- ii. Any additional services not included in the Services required to be undertaken by the Contractor or requested by Cramahe;

Including without limitation as a result of:

- iii. An Abnormal Circumstance or Change in Regulatory Requirements;
- iv. A written request by Cramahe that the Contractor undertake services outside the Services including:
 - (A) Any assistance in connection with obtaining any Approvals not in place at the Commencement Date; and
 - (B) Maintenance and repairs having an aggregate cost in any contract year in excess of the sum of \$2,500;

(c) "Applicable Law" means the law applicable in Ontario including any federal, provincial or local statute, ordinance, law, regulation, policy, by-law, notification, directive, order, certificate, instruction, rule, code, license, consent, permit, authorization or other approval, including any conditions attached thereto, having the force of law and with which Cramahe or the Contractor is legally obligated to comply;

(d) "Approvals" means any consent, license, certificate, approval, permit, codes of practice or other authorization, including any conditions attached thereto, of whatever nature required to be granted in respect of the ownership or operation of the Colborne Water System or the performance of the Services, including the approvals granted under the SDWA;

(e) "Change in Applicable Law" means:

- i. Any enactment or issuance of any new Applicable Law;
- ii. Any change in the judicial interpretation or application of an existing Applicable Law;
- iii. Any enactment, alteration or modification of an existing Applicable Law; and
- iv. The repeal and reenactment of any existing Applicable Law;

(f) "Change in Approvals" means:

- i. The imposition of any additional material requirement in connection with either the issuance of an Approval or the renewal, extension or

- modification of any Approval after such Approval was issued, in either case subsequent to the Commencement Date;
 - ii. The imposition of a requirement for an Approval which did not exist on the Commencement Date; or
 - iii. The revocation or cancellation of any Approval after the Commencement Date;
- (g) "Change in Regulatory Requirements" means a Change in Applicable Law or a Change in Approvals;
- (h) "Commencement Date" means the commencement date of the Extension Term, which is August 1, 2020;
- (i) "Deficiency" means a deficiency as defined under the SDWA;
- (j) "Emergency" means a sudden event affecting the Colborne Water System or the Services that requires an immediate response in order to prevent damage or injury, including incidents affecting personal or public safety or which may cause violations of the Regulatory Requirements or other Applicable Law;
- (k) "Events of Force Majeure" means any event or circumstance that prevents or delays a party from performing any of its obligations under the Agreement within the time required for the performance of such obligation, but only to the extent that (i) the event is not reasonably within the control of the party (insufficiency of funds not being beyond the reasonable control of the Party) and (ii) despite the exercise of reasonable efforts, the event cannot be prevented, avoided or stopped by that party, and Events of Force Majeure may include the following: acts of God, strikes, wars, fire, earthquake, storms or other causes of the kind herein enumerated;
- (l) "OWRA" means *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40 and the regulations thereunder, as enacted at the Commencement Date;
- (m) "Regulatory Requirements" means any standards under Applicable Law that apply to the operation of the Colborne Water System including the SDWA, the OWRA, and which includes the Approvals;
- (n) 'SDWA' means the *Safe Drinking Water Act* 2002, S.O. 2002, c. 32, and the regulations thereunder, as enacted at the Commencement Date;
- (o) "Services" means the services as set out in the attached Schedule "A"

2.2 Force Majeure

Section 8 – Force Majeure of the Services Agreement is deleted in its entirety and replaced with the following:

Force Majeure and Abnormal Circumstances

- a) Neither party hereto shall be responsible for any losses or damages to the other party arising directly or indirectly as a result of the failure or

delay in the performance of any of said party's obligations (other than the obligation to make payments when due) when caused by Abnormal Circumstances, provided that the parties give notice of the Abnormal Circumstances in accordance with this section, provided that each party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may suffer as a result of the other party's non-performance of any obligation contained herein or breach of a representation or warranty contained herein.

- b) The Contractor shall immediately notify Cramahe after it becomes aware of any Abnormal Circumstances and in such notice or so soon after giving such notice is reasonably possible, the Contractor shall provide to Cramahe particulars of the Abnormal Circumstances sufficient to permit Cramahe to assess the gravity and impact of the Abnormal Circumstances as well as details of any action taken by the Contractor to mitigate same and the action proposed by the Contractor to mitigate and, to the extent reasonably possible, to prevent the recurrence of such Abnormal Circumstances in the future.
- c) Cramahe shall immediately notify the Contractor after it becomes aware of any Abnormal Circumstances of which the Contractor has not already notified Cramahe.
- d) If the Abnormal Circumstances constitute an Emergency, the Parties shall follow the Emergency Protocol set forth in Schedule "C".
- e) Provided that the Contractor gives notice to Cramahe of such Abnormal Circumstances as required by this section, the Contractor and Cramahe shall deal with any action required to be taken as a result of an Abnormal Circumstance as Additional Services.
- f) The Contractor shall, to the extent it is relying on the existence of an Abnormal Circumstance to excuse or delay performance:
 - i) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
 - ii) Expeditiously act to correct or cure the Abnormal Circumstances to the extent such action is within its power;
 - iii) Exercise all reasonable efforts to mitigate or limit damage to the Colborne Water System to the extent such action will not adversely affect its own interests; and
 - iv) Provide prompt notice to Cramahe of the cessation of the Abnormal Circumstances.

2.3 The Contractor's Representations, Warranties, and Covenants

Section 11 – The Contractor's Representations, Warranties, and Covenants of the

Services Agreement is deleted in its entirety and replaced with the following:

Contractor Representations, Warranties, and Covenants

- a) The Contractor covenants that it will perform the Services in accordance with the specifications set out in Schedule "A" attached hereto.
- b) The Contractor agrees that it will perform the Services and operate the Colborne Water System in a competent manner, in accordance with this Agreement, all Applicable Law, and industry standards, as at the Commencement Date.
- c) The Contractor shall undertake the Services using qualified personnel who have the appropriate certification in operation and maintenance of municipal drinking water systems.
- d) The Contractor represents and warrants that it is and shall continue to be during the term of this Agreement, a corporation duly incorporated, organized and subsisting under the laws of Ontario with good and sufficient power, authority and right to enter into and deliver this Agreement.
- e) Subject to Cramahe granting to the Contractor the right to access the Colborne Water System, and subject to the transfer of any personnel, facilities, materials and equipment from Cramahe to the Contractor contemplated hereunder, the Contractor represents and warrants that it has, directly or under contract, sufficient trained personnel, facilities, materials and equipment available to perform the Services.
- f) The Contractor represents and warrants that it is duly qualified under the SDWA, and skilled and knowledgeable in the management, operation and maintenance of municipal drinking water systems and has the expertise and skill required to discharge its obligations under this Agreement in accordance with its terms, the SDWA and all other Applicable Law.
- g) The Contractor represents and warrants that it is not a party to any legal, administrative, arbitral, investigatory or other proceeding or controversy pending, or, to the best of the Contractor's knowledge, threatened, that would have a material adverse effect upon the Contractor's or Cramahe's ability to perform their respective obligations under the Agreement.
- h) The Contractor shall abide by Cramahe's policies and by-laws for the purchase of supplies and services for work performed under this Agreement, as same are provided to the Contractor and provided same are consistent with industry standards.

2.4 Insurance

Section 13 – Insurance of the Services Agreement is deleted in its entirety and replaced with the following:

Insurance

The Contractor shall obtain, maintain and pay for the following insurance:

- a) Workers' Compensation insurance as required under Applicable Law;
- b) All Risk Property Insurance insuring the Contractor's property to replacement value against physical loss or damage;
- c) Comprehensive general liability that will indemnify Cramahe against all claims for loss, damage, injury or death directly or indirectly arising from or as a consequence of or in any way relating to any act or omission of the Contractor or any officer, agent, servant, employee, workman, consultant, advisor or contractor of the Contractor from claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement, including but not limited to the maintenance or operation of the Colborne Water System and the following applies to the comprehensive general liability insurance:
 - i) The policy or policies of insurance shall name Cramahe as an Additional Insured and shall provide a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, death, and damage to property including the loss thereof;
 - ii) The policy or policies of insurance shall provide "occurrence type" coverage, that is to say, the policy(ies) will cover any claims which may be presented at any time (subject to the Statute of Limitations) arising from an occurrence that happened within the policy period;
 - iii) The policy or policies of insurance shall provide that Cramahe will be given 30 days prior written notice of any material change, lapse or cancellation that is applicable to Cramahe, which notice shall be by registered mail, identifying the Corporation and any other relevant identifier;
 - iv) The policy or policies of insurance will remain in full force and effect at all times during the term of this Agreement.
- d) The Contractor shall from time to time, at the request of Cramahe, furnish proof to Cramahe that all premiums on such policy or policies of insurance have been paid and that the insurance continues in full force and effect. In the event that any premium is not paid, Cramahe, in order to prevent the lapse of such policy or policies of insurance, may pay the premium or premiums and the Corporation shall reimburse Cramahe

within ten (10) days of written demand being given by Cramahe.

- e) The Contractor hereby covenants at its own expense, to obtain prior to the execution of this Agreement by Cramahe a letter from the Contractor's insurance company(ies) addressed to Cramahe certifying that the policy or policies of insurance provided pursuant to this Agreement are in full force and in accordance in all respects with the provisions of this Agreement.
- f) Contractor's Pollution Liability

The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2,000,000. The policy shall provide coverage on a gradual release for pollution conditions as a result of the operations performed at the job site. Coverage shall include bodily injury, property damage, clean-up and remediation costs. The Contractor shall purchase at minimum a 1 Year Extended Reporting Endorsement.

2.5 Schedule "A"

Schedule "A" – Services of the Services Agreement is deleted in its entirety and replaced with the new Schedule "A" - Services attached to this Agreement.

2.6 Schedule "B"

Schedule "B" – Payment Terms of the Services Agreement is deleted in its entirety and replaced with the new Schedule "B" – Payment Terms attached to this Agreement.

2.7 Schedule "C"

Schedule "C" – Emergency Protocols, as attached to this Agreement, is added to and becomes part of the Services Agreement.

3. Existing Terms and Conditions of Services Agreement

Except as expressly amended by the Supplementary Provisions set out in this Extension and Amending Agreement, all other terms and conditions of the Services Agreement remain unchanged.

4. Governing Law

This Extension and Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

5. Agreement Binding

This Extension and Amending Agreement shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts

This Extension and Amending Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one agreement.

IN WITNESS WHEREOF the parties hereto have executed this Extension and Amending Agreement effective as of the 1st day of August, 2020

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

Per: _____

Name:

Title:

Per: _____

Name:

Title:

LAKEFRONT UTILITY SERVICES INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE "A"

SERVICES

Cramahe is the "owner" as that term is defined in the *Ontario Water Resources Act*, R.S.O. 1990, c. 0.40 and the *Safe Drinking Water Act 2002*, ("SDWA") S.O. 2002, c. 32 of the Colborne Water System as described in this Schedule "A".

The Colborne Water System is a municipal drinking water system within Cramahe as defined in the SDWA.

Contractor is currently operating and has operated the Colborne Water System and has the requisite qualifications, skills, personnel, knowledge and experience to provide the services of the operating authority as defined under the SDWA to operate, maintain and provide related services for the Colborne Water System.

The Contractor agrees to provide the following Services:

1. Colborne Water System Operations and Maintenance to ensure compliance with and perform all duties required by the Regulatory Requirements, including but not limited to:
 - (a) Ensuring the duties set out in section 11 of the SDWA are carried out;
 - (b) Ensuring any operational plans are reviewed and revised in accordance with the SDWA;
 - (c) Conducting all sampling and preparing all reports required by the Regulatory Requirements;
 - (d) Ensuring the provision of adequate water treatment equipment; and
 - (e) Complying with all Regulatory Requirements in any event of a Deficiency;
2. Install off-site on-line monitoring as deemed necessary by Contractor.
3. Provide all labour (including transportation of employees complete with hand tools) to operate and to perform routine maintenance of the Colborne Water System.
4. Operate the Colborne Water System on a daily basis;
5. During the time that Contractor's employees are not present at the Colborne Water System, ensure an operator is available to be on-site within 60 minutes in the event of an Emergency;
6. Provide equipment and transport, less heavy equipment such as excavators and dump trucks.
7. Carry out preventative maintenance to a standard practiced by operating

authorities in Ontario.

8. Review of engineering design.
9. Carry out water service and water main installation/repair inspections to a commonly accepted standard in Ontario.
10. Provide locating services for water mains and water services.
11. Maintenance records management.
12. Written monthly operating reports submitted to Cramahe.
13. Attend meetings with Cramahe Council and the Colborne Water Committee on an as required basis.
14. Keep Cramahe updated on the names and contact information of the operators of the Colborne Water System and the Contractor's contract administrator.
15. Provide minor general supplies such as (but not limited to) cleaning agents, towels, light bulbs etc.
16. Be the "prime contractor" for the Services pursuant to the *Occupational Health and Safety Act*, as amended from time to time, provided that the Contractor may, with the prior written consent of Cramahe, such consent not to be unreasonably withheld, assign this obligation to a subcontractor having substantial responsibility for the Services being performed during the term of this Agreement;
17. Be responsible for compliance with all conditions and regulations under the *Workplace Safety and Insurance Act*, as amended from time to time, and for all assessments and levies which may be made thereunder;
18. Pay, as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required by the Contractor to be paid in respect of the Services;
19. Maintain complete and accurate accounting records using GAAP sufficient to substantiate all of the Contractor's invoices and retain those records for five (5) years following the date of the rendering of an invoice to Cramahe;
20. Assist Cramahe in the preparation of operating and capital budgets in respect of the Colborne Water System;

Communication Services:

21. Respond to customers who contact the Contractor directly with concerns, complaints and other observations regarding the Contractor's activities;
22. Receive and respond to emergency calls and inquiries;

23. When appropriate, pass calls to Cramahe;
24. Assist Cramahe in preparing applications for renewal or amendment of any Approvals required to be granted in respect of the ownership or operation of the Colborne Water System or the performance of the Services;

Meter reading and Billing:

25. Administer meter reading, billing, collection of associated revenues, reimbursement to Cramahe of revenues received and detailed reporting of billings and receivables;
26. Meter reading and billing;
27. Water meter installation and replacement as required;

Services as Requested:

28. Fire flow rating of firehydrants;
29. Provide Operating Authority oversight for regulatory compliance;
30. Equipment repair and replacement.

SCHEDULE "B"

PAYMENT TERMS

Services

1. Cramahe shall pay the Contractor in accordance with the fees set out in this Schedule "B".
2. The Contractor shall forward Invoices based on the fees set out in this Schedule "B" before and effective the first day of each month to be paid by the 15th of the following month.
3. Cramahe will directly pay all utility costs and chemical purchases.
4. Where customers are billed on a fixed cost basis the rate for meter reading shall apply.
5. Water meters, infrastructure replacement/repair materials and overtime costs provided by the Contractor shall be billed at actual cost plus 10%.

General Provision for Adjustment

1. If a permanent increase or alteration occurs in the scope and cost of the Services, the Contractor may give notice to Cramahe seeking an increase in the compensation payable for the Services, such additional compensation to include an increase in fees in the minimum amount of the actual cost or expenditure incurred by the Contractor as a result of the increase or alteration, as determined in accordance with GAAP. Any change in the compensation payable for Services shall be negotiated by the Parties within 30 days of the notice provided by the Contractor. If no agreement is achieved within such 30 day period, either Party may refer issues respecting the amount of such adjustment or whether or not a significant change has occurred warranting adjustment to the fee structure for resolution in accordance with the dispute resolution process.

SCHEDULE "B"

PAYMENT TERMS

Basis for determining the fees for Services by the Contractor:

Item	Units	Rate per Unit	Number of Units	Total Annual Cost
Annual Fee	each	\$132,200.00	1	\$132,200.00
Meter Reading and Billing Administration	each	\$17,200.00	1	\$17,200.00
Meter Reading and Billing	each	\$3.50	1025	\$43,050.00
Annual Hydrant Inspections	each	\$28.50	145	\$4,060.00
Hydrant Fire Flow Rating	each	\$75.00	As required	
Valve operation	each	\$57.50	20% of 300	\$3,420.00
Capitol Project Management (Operating Authority Oversight)	hourly		As required	
Contract Total				\$199,930.00
Overtime <small>Note 1</small>	estimate	-		\$25,000
Contingencies <small>Note 2</small>	estimate	-		\$50,000
Total				\$274,930.00

Notes

1. The amount of overtime shown is for budgeting purposes only. Cramahe shall be made aware of emergency overtime in advance if possible and immediately at the start of the next working day if the emergency occurred outside of normal working hours. Cramahe reserves the right to question the need for overtime. There shall be no extra charges for work performed within the normal workday and scheduled WTP routine checks on weekends and holidays.

2. Contingencies are included for budgeting purposes only by Cramahe and shall not be construed as funds to be received by the Contractor unless so authorized in writing by Cramahe.

SCHEDULE "C"

EMERGENCY PROTOCOL

The following protocol shall apply in the event of any Emergency affecting the Colborne Water System:

1. The Contractor shall promptly respond to the Emergency.
2. The Contractor shall promptly notify Colborne and where such Emergency may adversely affect the health of members of the public, then it shall forthwith notify the Ministry of the Environment and the local public health authority as to the extent and nature of the failure.
3. Should any Emergency place members of the public in immediate danger of adverse health effects then, in addition to the foregoing, the Contractor shall take all steps reasonably necessary to promptly notify such individuals of the nature of the risk and any prudent steps recommended to minimize or eliminate such risk, without regard to the time of day.
4. In all other circumstances, the Contractor shall promptly take all steps reasonably practicable to notify members of the public of any circumstances related to the operation of the Colborne Water System in which their health may be compromised and to advise of any known prudent steps which are recommended to be taken to minimize or eliminate such risk.
5. The Contractor shall give notice under the Regulatory Requirements and to Colborne, and in any event within 24 hours, after it becomes aware of any Emergency.
6. The Contractor shall, within a reasonable time, make recommendations to Colborne to restore normal service.



REPORT

Office of the Clerk

Meeting: August 11, 2020

Date: August 11, 2020

Report No.: CLERKS-13-20

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

Subject: Bill 197 Updates regarding Proxy Voting and Electronic Meetings

Recommendation(s):

BE IT RESOLVED THAT Committee of the Whole receive Report CLERKS-13-2020 for information; and

THAT Committee of the Whole recommend to Council

Background:

Bill 197, COVID-19 Economic Recovery Act, 2020, received Royal Assent on July 21, 2020. This Bill amended several Acts including the Municipal Act, 2001, S.O. 2001, c. 25 to allow a Member of Council, of a local board, or of a committee of either of them to participate electronically in a meeting, that is either open or closed to the public, on an ongoing basis. Bill 197 also introduced a permissive inclusion to allow proxy votes subject to certain rules. These provisions must also be included in Cramahe's Procedure By-law should Council wish to exercise them.

Prior to COVID-19 and this new Bill, the Municipal Act included provisions for electronic participation however, they were restrictive and were not utilized by many municipal councils. Due to the COVID-19 pandemic, in March 2020, through the enactment of the Municipal Emergency Act, 2020, the Municipal Act was amended to allow municipal councils and local boards to meet electronically during a period when an Emergency was declared by either the Province or the municipality under the Emergency Management and Civil Protection Act , R.S.O. 1990, c. E.9.

As the Province declared an emergency this past March, an amendment was adopted to the Procedure By-law to allow Committee and Council Meetings to be facilitated using a virtual meeting platform. Through this platform, meetings have been livestreamed to the public and posted to a newly created YouTube channel to ensure that the Township is fulfilling open meeting requirements under the Municipal Act. This also enables the public the opportunity to delegate to Council via audio connection.

This transition has been relatively successful and meetings have been carried out virtually in a manner that is as close as possible to in-person meetings. Since Council began hosting virtual meetings in March 2020, participation has ranged from a minimum of two (2) members of the public up to twenty eight (28) members of the public, which is something the Township has not seen during a regular in-person meeting. Staff responded quickly to the pandemic and Declaration of Emergency set out by the province and the various regulations limiting gatherings etc.

With the most recent amendments through Bill 197, electronic meetings can now continue on an on-going basis and the Township has an opportunity to lead and be more accountable to its public through a hybrid meeting approach which allows us to continue to record and post on YouTube without spending additional dollars.

Staff Comments:

Before the COVID-19 pandemic, Section 238 (3.1) of the Municipal Act included provisions for electronic participation, however, electronic participation was limited, to the extent that a member participating in this manner did not count toward quorum, and electronic participation was not permitted for in-camera meetings.

The Township of Cramahe adopted these provisions with its new procedure by-law passed in March 2020. Although Members of Council have participated in Committee and Council meetings in person until COVID-19, this posed a great opportunity for our Cramahe Council.

When the Provincial emergency was declared, the Province amended the Municipal Act to allow Councils to meet electronically in order to comply with the Provincial and Health Orders that had been implemented to address the pandemic. The speed with which the legislation was enacted was precedent setting, and it was done to ensure that Councils could continue to conduct business during the pandemic.

The amendments allowed Members of Council to participate in open and closed meetings electronically, and to be counted for the purposes of quorum, but they were tied to the declared emergency under the Emergency Management and Civil Protection Act.

In March 2020, Council adopted amendments to the Procedure By-law to allow for electronic participation at Committee and Council meetings, and meetings have been facilitated using the Zoom platform since that time.

As the pandemic has progressed and the Province has begun to move all Regions into Stage 3 of the Provincial Re-Opening Plan, further amendments to the Municipal Act were presented through Bill 197. The Bill received Royal Assent on July 21, 2020 and provides for further amendments to the Municipal Act to allow electronic participation for Council and Committee meetings on an ongoing basis.

The use of the provisions are no longer tied to the declaration of an emergency. Until such time that the social gathering and social distancing measures are lifted, the use of these provisions will provide the necessary flexibility so that we can continue to conduct the business of the municipality, while ensuring that the public has access to participate in a safe and responsible manner. The provisions will also provide flexibility for Members, should medical or health concerns prohibit them from attending a meeting in person.

The Act does not provide specific criteria for electronic participation. Instead, it allows these provisions to be included in the municipality's procedure by-law should Council so choose. To that end, amendments to the Procedure By-law are provided for Council's consideration. The previous amendments made in March no longer apply when the declaration of emergency is lifted.

The new provisions for electronic participation are proposed to be included under a section entitled "Electronic Participation". This section will provide the parameters for use of electronic participation by Council, staff and the public. It should be noted that COVID-19 has created a very unique circumstance for municipal councils, and most have been meeting electronically due to the Provincial Orders and efforts to control the spread of the virus. As the pandemic eases and we await a vaccine, there may still be situations that prohibit a Member from attending a meeting in person and will provide flexibility in such cases.

Therefore, it is recommended that the use of electronic participation, for Members of Council, be used only for medical reasons, illness or in the event of a situation or pandemic where physical distancing, limited gatherings or quarantine measures are required by local, provincial or federal public health agencies. Should Council wish to not limit the use of electronic participation, these provisions may be removed and electronic participation could be used under any circumstances.

There are no specific requirements under the legislation for the type of technology used for electronic participation. As noted earlier, the Township's electronic meetings have been facilitated for all committees and Council using Zoom, and that platform has proven reliable to effectively conduct Committee and Council meetings. When Council resumes in-person meetings, Zoom will no longer be used and council and committee meetings will no longer be recorded and uploaded to our YouTube channel.

It is recommended that a hybrid approach continue until such time that the social gathering and social distancing limitations are lifted and the public can physically attend meetings without restrictions. In order to comply with social gathering/physical

distancing restrictions, the capacity of the Council Chambers should be limited to no more than 10 seats, which include staff and council with 2 seats for the public. The Township's health and safety committee will be recommending that masks be worn in council chambers for all those in attendance to comply with other municipalities, such as Brighton, who have taken the advice and policy from our local health unit.

As Stage 3 progresses, and until such time that the restrictions are lifted and we fully reopen to the public to attend meetings at Town Hall, it is recommended that the virtual platform be used for all committee, council and statutory public meetings in the hybrid model form.

This new way of engaging the public has been widely accepted across Ontario during the COVID-19 pandemic and has proven to be effective in most situations. This has become 'the new normal' and our public expect council to continue with open decision making processes including the ability to participate electronically.

The Manager of Parks, Recreation and Facilities indicated that masks must be worn in a facility that is open to the public when dealing with the public in an unprotected space. So for instance when the town hall open to the public, the public must always wear a mask. This is somewhat problematic though due to the provinces rule around enforcement, a member of the public (or staff for that matter) can opt out of wearing a mask for various reasons and all we can do is ask them to wear one, if they say no we can't ask why or deny them service.

Staff will have to wear their mask when entering the facility but can remove it in their office or in as space that the public can't access and they can abide by the physical distancing rules, small board room for instance.

If Council meetings are going to be open to the public everyone must wear masks and physical distance. In that regards it might only mean we could allow 2 or 3 members of the public into Council Chambers by the time you get council and staff in there.

If Council wanted to hold meetings in Council Chambers without the public, staff would not be required to wear masks as it is considered our workplace, and would still be required to physically distance.

If Council wanted to hold Council meetings at the Keeler Centre we could move the sound equipment from Council Chambers as done prior during the renovation of the 2nd floor. Rotary Hall would certainly give Council more room for members of the public, and we could have 25-30 people excluding council and staff. J. Hoskin suggests this option council were going to have meetings in Rotary Hall for a few months as moving the sound equipment would have costs associated.

Some Members of Council have expressed their concerns in the past with regards to requiring face masks within the municipality, where others have had no issue with supporting that masks must be worn. So if council were to meet in person, we require a unanimous approach to require that masks be worn. Our Municipal Advisory

confirmed that Council members are not considered staff and would be required to wear masks just the same as the public would.

If Council wishes to have in person meetings, then a policy would need to be developed to determine how and who are able to enter into council chambers as it's not as easy to just re-open.

There are a number of items to consider:

1. If chambers is open, everyone, including staff, council and the public will be required to wear a mask
2. If chambers is open only to council and staff, council and staff may wear masks but are required to social distance.
3. If chambers is open to council and staff only, how is that perceived by the public when a council meeting is taking place with door closed.
4. If the Keeler Centre is used, there will be costs associated with setting it up as chambers, but staff, council and the public will all be required to wear masks.
5. If council decides on a hybrid option, some staff and council may participate virtually and any member of the public may also participate online. This option allows for the continuation of meetings to be video recorded and posted on YouTube at no extra cost.
6. If council decides to go back to full in person meetings, the public has come to appreciate that meetings are available online with the ability to participate electronically. Council will need to determine how to continue with this very important aspect to democratic accountability and openness and transparency in the decision making process.

The Northumberland area clerks met on July 29th, 2020 to discuss some options and look at ways to be consistent across the county regarding proxy voting and virtual participation. However, each municipality has different resources and Cramahe council needs to determine what works best for our municipality. Cramahe does not have the resources at the moment to live stream council meetings or video record and post without the use of a virtual meeting platform, like Zoom.

Bill 197 also includes a permissive provision regarding the use of proxy votes. This provision allows a Member of Council to appoint another Member of the same Council as a proxy to act in their place when they are absent, subject to specific rules and in accordance with a process that is to be included in the Procedure By-law. Currently no such provisions are contained in the By-law, and with the implementation of electronic participation and the flexibility that this will provide to Members, proxy votes may not be needed at this time. The Clerk does not recommend the use of proxy voting at this time as it may be seen as circumventing the democratic process where the member providing a proxy vote is perceived to have made a decision prior to a meeting where a report is discussed. This is also problematic for closed session as any item in closed session is not permitted to be discussed outside of closed session.

Should Council wish to include proxy voting in the Procedure By-law, staff can bring forward another report and proposed amendments to the Procedure By-law for Council's consideration at a future meeting. Due to the enactment of Bill 197 and the potential need to continue to meet electronically, including the hybrid electronic meeting approach, staff are recommending that the proposed changes to the Procedure By-law.

The Clerk and the CAO/Treasurer have also discussed the option to record closed session meetings in response to some of the concerns raised at other municipalities, which will coincide with the Closed Meeting Protocol passed earlier this year.

Financial Implications:

There will be financial implications when choosing an option for in-person meeting to ensure health and safety measures are covered as well as ensuring that the facilities are cleaned more frequently.

Concluding Comments:

Staff are recommending a hybrid approach to council and committee meetings to continue engagement from the public through virtual means.

Submitted by:

Joanne Hyde, Clerk

Reviewed by:

Arryn McNichol, CAO/Treasurer

Report Approval Details

Document Title:	Bill 197 Updates regarding Proxy Voting and Electronic Meetings.docx
Attachments:	<ul style="list-style-type: none">- Northumberland County Bill 197 Governance Guideline letter - English .pdf- Information sheet - Proxy Voting for Municipal Council Members - July 2020.pdf- Information sheet - Electronic Participation in Municipal Meetings - July 2020.pdf
Final Approval Date:	Jul 28, 2020

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

ARRYN MCNICHOL - Jul 28, 2020 - 4:43 PM

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Municipal Affairs
and Housing**

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July 22, 2020

Dear Northumberland County CAOs and Clerks:

I am writing to inform you of recent changes to the *Municipal Act, 2001* to provide municipalities with new permissive authority.

The Government has made changes to expand the authority for municipalities to amend their procedure by-law to provide that electronic participation in open and closed municipal meetings may count towards quorum beyond times when an emergency declaration is in place. Extending the ability for municipalities to hold electronic meetings responds to feedback we have heard from municipalities that the ability to participate electronically in municipal meetings during the past months has been beneficial to continue the important work that municipalities do and has led to increased engagement with members of the public.

In addition, the Government has also passed changes to the legislation to give municipalities the authority to amend their procedure by-law to allow members of council who are unable to attend a meeting to appoint a proxyholder to act on their behalf, subject to certain limitations.

For more information on these amendments, please see the attached information sheets.

Both of these initiatives are optional, and it is up to your municipality to decide whether to provide for electronic participation in meetings and/or proxy appointments and what arrangements are suitable for your municipality.

If you have questions regarding these new provisions, please let me know.

Kind Regards

A handwritten signature in black ink, appearing to read "A. Fath-York".

Alison Fath-York
Manager, Local Government & Housing
Municipal Services Office – Eastern Region



Proxy Voting for Municipal Council Members

July 2020

This document is intended to give a summary of complex matters. It does not include all details and does not take into account local facts and circumstances. This document refers to or reflects laws and practices that are subject to change. Municipalities are responsible for making local decisions that are in compliance with the law such as applicable statutes and regulations. This document applies only to those municipalities whose meeting rules are governed by the Municipal Act, 2001.

This document, as well as any links or information from other sources referred to in it, should not be relied upon, including as a substitute for specialized legal or other professional advice in connection with any particular matter. The user is solely responsible for any use or application of this document.

Overview

The province is providing municipalities with the flexibility to choose to allow proxy votes for municipal council members who are absent. This power helps ensure continuing representation of constituents' interests on municipal councils when a member is unable to attend in person due to, for example, illness, a leave of absence, or the need to practice physical distancing.

Municipalities that wish to allow proxy voting must amend their procedure bylaws to allow a member of council to appoint another member of the same council to act in their place when they are absent.

Optional and Flexible

Allowing proxy voting is optional and it is up to each municipality to determine whether to allow proxies for council and under what circumstances. If a municipal council chooses to allow proxy voting, it is up to each member to decide whether they wish to appoint a member of that council as a proxy or not if they are to be absent.

Municipalities have the flexibility to determine the scope and extent of proxy appointments including, for example, any local rules or limitations, the process for appointing or revoking a proxy, and how proxyholders may participate in meetings. Municipalities may wish to consider:

- how proxies may be established and revoked;
- circumstances where proxies may or may not be used; and
- how a proxyholder may participate in a meeting including voting, speaking, or asking questions on behalf of the appointing member.

If a municipality chooses to allow proxy voting, it would be the role of the municipal clerk to establish a process for appointing and revoking proxies. Municipalities may also wish to consider addressing proxy voting in their code of conduct or other local policies to help ensure that votes are appropriately cast and that the local process is followed.

Once a proxy has been appointed, the appointing member could revoke the proxy using the process established by the municipal clerk.

Limitations

Limits to the proxy appointment process are set out in legislation. These include:

- A proxyholder cannot be appointed unless they are a member of the same council as the appointing member:
 - For upper-tiers, this means that a proxyholder has to be a member of the same upper-tier council as the appointee, regardless of lower-tier membership;

- A member cannot act as a proxyholder for more than one other member of council at a time;
- An appointed proxy is not counted when determining if a quorum is present;
- A member appointing a proxy shall notify the municipal clerk of the appointment in accordance with a local process established by the clerk; and
- When a recorded vote is taken, the clerk shall record the name and vote of every proxyholder and the name of the member of council for whom the proxyholder is acting.

Council member absence rules still apply. This means that a member's seat would become vacant if they are absent from the meetings of council for three successive months without being authorized to do so by a resolution of council.

Accountability and Transparency

Members appointing proxies or acting as proxyholders are required to follow existing accountability and transparency requirements. For example, a member may not appoint a proxy or serve as a proxyholder on a matter in which they have a pecuniary interest under the *Municipal Conflict of Interest Act*. Municipalities may also want to consider transparency measures such as:

- communicating to the public who has appointed a proxy and who is serving as a proxy;
- publishing meeting agendas in advance so that proxies can be appointed, if needed, and potential conflicts of interest can be identified; and
- allowing members to participate electronically when not able to attend meetings in person rather than appointing a proxy.

For more information about existing accountability and transparency requirements, including the Municipal Conflict of Interest Act, codes of conduct and the role of the local integrity commissioner, please see the [Municipal Councillor's Guide](#).

Contact

If you have questions regarding how these new provisions may impact your municipality, contact your local Municipal Services Office with the Ministry of Municipal Affairs and Housing.

- **Central Municipal Services Office**
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**
Telephone: 705-564-0120 or 1-800-461-1193
- **Northern Municipal Services Office (Thunder Bay)**
Telephone: 807-475-1651 or 1-800-465-5027
- **Western Municipal Services Office**
Telephone: 519-873-4020 or 1-800-265-4736

Additional Resources

- Municipal Act, 2001: <https://www.ontario.ca/laws/statute/01m25>
- The Ontario Municipal Councillor's Guide: <https://www.ontario.ca/document/ontario-municipal-councillors-guide-2018>



Electronic Participation in Municipal Meetings

July 2020

This document is intended to give a summary of complex matters. It does not include all details and does not take into account local facts and circumstances. This document refers to or reflects laws and practices that are subject to change. Municipalities are responsible for making local decisions that are in compliance with the law such as applicable statutes and regulations. This document applies only to those municipalities whose meeting rules are governed by the Municipal Act, 2001.

This document replaces previous guidance released in March 2020 regarding electronic participation in municipal meetings during emergencies.

This document, as well as any links or information from other sources referred to in it, should not be relied upon, including as a substitute for specialized legal or other professional advice in connection with any particular matter. The user is solely responsible for any use or application of this document.

Overview

The province has made changes to the *Municipal Act* to allow members of councils, committees and certain local boards who participate in open and closed meetings electronically to be counted for purposes of quorum (the minimum number of members needed to conduct business at a meeting).

These provisions are optional. Municipalities continue to have the flexibility to determine if they wish to use these provisions and incorporate them in their individual procedure bylaws.

Municipalities may wish to review their procedure bylaws to determine whether to allow members to participate in meetings electronically, and whether to take advantage of the new provisions based on their local needs and circumstances.

What a municipality can do

A municipality can choose to hold a special meeting to amend their procedure bylaw to allow electronic participation. During this special meeting, members participating electronically can be counted for the purposes of quorum.

Municipal councils, committees and boards can choose to amend their procedure bylaws to:

- allow the use of electronic participation at meetings
- state whether members can participate in both open meeting and closed meetings
- state whether members participating electronically count towards quorum

It is up to municipalities to determine:

- whether to use these provisions
- the method of electronic participation
- the extent to which members can participate electronically (for example, it is up to municipalities to decide whether all council members participate electronically or whether some still participate when physically present in council chambers)

Technology to use for electronic meetings

Municipalities, their boards and committees can choose the technology best suited to their local circumstances so:

- their members can participate electronically in decision-making
- meetings can be open and accessible to the public

Municipalities may want to engage with peers who have electronic participation in place to find out about best practices as they revise their procedure bylaws. Some municipalities may choose to use teleconferences while others may use video conferencing.

Open meeting requirements

If a municipality chooses to amend their procedure bylaw to allow people to participate electronically, meetings would still be required to follow existing meeting rules, including that the municipality:

- provides notice of meetings to the public
- maintains meeting minutes
- continues to hold meetings open to the public ([subject to certain exceptions](#))

The *Municipal Act* [specifies requirements for open meetings](#) to ensure that municipal business is conducted transparently, and with access for and in view of the public. There are limited circumstances under the *Municipal Act* when municipal meetings can be conducted in closed session.

Rules for local boards

Local boards subject to the meeting rules in the *Municipal Act* include:

- municipal service boards
- transportation commissions
- boards of health
- planning boards
- many other local boards and bodies

Some local boards may not be covered. For example, police services, library and school boards have different rules about their meetings, which are found in other legislation.

Municipalities are best positioned to determine whether a local entity is considered a local board. If in doubt whether a local entity is covered under these rules, municipalities can seek independent legal advice regarding the status of local entities and whether these new provisions would apply to them.

Contact

If you have questions regarding how these new provisions might impact your municipality, contact your [local Municipal Services Office](#).

- **Central Municipal Services Office**
Telephone: 416-585-6226 or 1-800-668-0230
- **Eastern Municipal Services Office**
Telephone: 613-545-2100 or 1-800-267-9438
- **Northern Municipal Services Office (Sudbury)**
Telephone: 705-564-0120 or 1-800-461-1193
- **Northern Municipal Services Office (Thunder Bay)**
Telephone: 807-475-1651 or 1-800-465-5027
- **Western Municipal Services Office**
Telephone: 519-873-4020 or 1-800-265-4736

Additional Resources

- Municipal Act, 2001: <https://www.ontario.ca/laws/statute/01m25>
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THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2020-60

Being a By-law to Amend Procedure By-Law 20-2020 to include provisions relating to Bill 197

Whereas on July 21, 2020, Bill 197, COVID-19 Economic Recovery Act, 2020, an Act that in part, amended the Municipal Act, 2001, S.O. 2001, c. 25, received Royal Assent to provide the ability for a member of council, of a local board or of a committee of either of them, to participate electronically in a meeting to the extent and in the manner set out in the Procedure By-law; and

Whereas electronic meetings may be used for all, or some Members of Council, staff and the public where in-person meetings are not possible; And Whereas in order to be able to implement these provisions, Council must amend Procedure By-law 2020-29;

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

That Section 10.5 of Procedure By-law 2020-29, as amended, be amended to include the following:

10.5 Electronic Participation Meetings:

- i) or at the Keeler Centre, 80 Division Street, Colborne, Ontario;
- iii) remove entire clause.
- iv) remove entire clause.
- v) remove entire clause.
- vi) remove “but shall not be counted towards quorum”.
- vii) remove entire clause.

10. 7 Electronic Participation of Members of Council:

A Member of Council may participate electronically in a Meeting that is either open or closed to the public should they be unable to participate in person for medical reasons, illness or in the event of a situation or pandemic in which physical distancing, limited gatherings or quarantine measures are required by local, provincial or federal public health agencies, and in doing so may be counted in

determining whether or not a quorum of members is present at any point in time and shall have all the rights of any other Member who is participating in person.

10.8 Electronic Participation of Advisory Committee or Board Member

A Member of an Advisory Committee or Board may participate electronically in a Meeting that is either open or closed to the public and in doing so may be counted in determining whether or not a quorum of members is present at any point in time and shall have all the rights of any other Member who is participating in person.

10.9 Electronic Participation of Staff

The Clerk may provide for electronic participation of staff at any Meeting, including the Clerk/Deputy Clerk or their Designate.

10.10 Electronic Participation by Delegations

A member of the public may delegate via electronic participation due to a situation or pandemic in which physical distancing, limited gatherings or quarantine measures are required by local, provincial or federal public health agencies.

The Clerk shall arrange for such delegations, and any members of the public who wish to make a verbal delegation to a Committee or Council via electronic participation shall register with the Clerk by noon on the business day prior to the Meeting for items listed on an agenda and ten (10) days in advance of the Meeting date for items not listed on an agenda. Delegations who have not registered by the deadline will not be permitted to delegate.

Members of the public may also submit written comments in addition to, or in lieu of, a verbal delegation, by noon on the business day prior to the meeting.

Read a first, second and third time and finally passed this 31st day of July

Mandy Martin, Mayor

Joanne Hyde, Clerk

SERVICES AGREEMENT

THIS AGREEMENT made this 10th day of August, 2015

BETWEEN:

**THE CORPORATION OF THE
TOWNSHIP OF CRAMAHE**

hereinafter called "Cramahe"

of the FIRST PART

- and -

LAKEFRONT UTILITY SERVICES INC.

hereinafter called the "Contractor"

of the SECOND PART

WHEREAS Cramahe issued a Request for Proposals (the "RFP") to seek a firm to operate, maintain and provide related services for its water supply and distribution system;

AND WHEREAS the Contractor submitted a proposal in response to the RFP (the "Proposal") and has the requisite skills, personnel, and experience to perform the services required under the RFP;

AND WHEREAS the Contractor was selected by Cramahe as the preferred proponent, and now wishes to engage the Contractor to provide the Services as hereinafter defined, and the Contractor wishes to be so engaged;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements and for other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Services

Cramahe shall engage the Contractor to provide Cramahe with the services detailed in Schedule "A" attached hereto (the "Services"), as may be amended by written agreement of the parties from time to time. Such Schedule "A" becomes and forms part of this Agreement.

2. Additional Services

The parties acknowledge that the Contractor and Cramahe may agree to the provision of additional Services by the Contractor to Cramahe, which Services will be covered by the terms of this Agreement. In such event, the additional Services shall be set out in additional schedules and identified as to date. Upon execution by both parties of such additional schedules, the Services under such additional schedules shall be deemed to be included under this Services Agreement.

3. Payment

Cramahe agrees to compensate the Contractor for the Services as set out in Schedule "B" attached hereto.

4. Change Orders

Cramahe shall have the right to issue change orders from time to time affecting the Contractor's Services hereunder. If any such changes cause an increase or decrease in the cost of the Services, or the time required for performance, an equitable adjustment to the terms of this Agreement shall be made and agreed upon prior to the Contractor being required to honor the change order. Such change in Services, term and payment, shall be included as a further Schedule and executed by both parties to be effective.

5. Term of this Agreement

The engagement of the Contractor pursuant to this Agreement shall commence **August 1st, 2015** ("Commencement Date"). Unless terminated in accordance with Article 3 below, this Agreement shall expire Five (5) years from the Commencement Date.

6. Termination

- a) Either party may terminate the agreement within six (6) months written notice at no penalty or cost to the other party. In the interim the Contractor shall continue to operate the system as if the contract was not being terminated and shall cooperate fully throughout the notice period with Cramahe.
- b) Notwithstanding the provisions of Section 5 hereof, this Agreement may be terminated by Cramahe in the following manner and circumstances:
 - (i) In the event of a material default by the Contractor of its obligations hereunder, which default is not corrected within fifteen (15) days of notice by Cramahe to the Contractor, then Cramahe may immediately terminate the Agreement upon the delivery of written notice to the Contractor of said termination.

- (ii) Immediately on the giving of written notice to the Contractor in the event that the Contractor becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors; or a resolution or other proceeding is taken by or instituted against the Contractor for the dissolution or winding up of the Contractor.
- c) The termination of this Agreement shall not affect the liabilities of either party hereto for amounts due or accruing due to the other party at the date of termination, which debts shall continue to be binding and enforceable obligations. Furthermore, the indemnities herein provided for the benefit of Cramahe shall survive any termination of this agreement and shall continue in full force and effect for the benefit of Cramahe.
- d) In the event that termination occurs part way through this Agreement, then the Contractor shall be paid for all Services performed to the date of termination in accordance with the terms of this Agreement. This is without prejudice to any claim by Cramahe for damages in the event the Agreement is terminated due to the default of the Contractor.

7. Confidentiality

The Contractor agrees not to divulge to any third party or to use except in connection with the performance of Services hereunder:

- a) any confidential information of Cramahe's business learned by the Contractor or its workers in the course hereof;
- b) any confidential information contained in any documents provided by Cramahe to the Contractor.

This obligation shall not apply to any information which is already in the public domain, is already known to the Contractor, has been obtained by the Contractor from a third party without the violation of any duty to Cramahe or is not identified as confidential information by Cramahe.

8. Force Majeure

Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by Acts of God, strike, acts of war, or any other cause beyond the reasonable control of the said party at any time for performance of any Services or shall be extended by the period of such delay.

9. Nature of Relationship

- a) The Contractor is an independent contractor and will not act as a Cramahe agent, nor shall it or its workers, employees, contractors, or agents be

deemed to be an agent, contractor, or employee of Cramahe for the purposes of any employee benefit program, income tax withholding, unemployment benefits, or otherwise.

- b) The Contractor shall assume full responsibility and liability for the payment of any taxes due on monies received from Cramahe and shall indemnify and hold Cramahe harmless from and against all claims or demands under the *Income Tax Act* of Canada and the Province of Ontario, for or in respect of withholding tax and any interest or penalties resulting thereto, or similarly with respect to the *Occupational Health and Safety Act*, *Workplace Safety & Insurance Act*, *Employment Insurance Act* or the *Canada Pension Plan Act* and any costs or expenses incurred in defending such claims or demands.
- c) Neither party shall incur any obligation on the other's behalf, nor commit the other in any manner without the other's prior written consent.

10. Supervision & Safety

The parties acknowledge and agree that responsibility for the safety, supervision, instruction, and evaluation of the workers providing the Services is the sole and exclusive responsibility of the Contractor. The Contractor is responsible for compliance with the *Workplace Safety and Insurance Act* and the *Occupational Health and Safety Act*, as those acts are amended from time to time, related to duties performed by the Contractor for Cramahe, and the costs of such compliance.

11. The Contractor's Representations, Warranties, and Covenants

- a) The Contractor represents and warrants that the Services will function, operate and perform in accordance with the specifications set out in Schedule "A" attached hereto (except to the extent such specifications are modified by the parties from time to time), the Proposal, and the RFP.
- b) The Contractor agrees that it will perform the Services in a competent manner, in accordance with this Agreement, all applicable laws, and industry standards.
- c) The Contractor represents that it is and shall continue to be a corporation duly incorporated, organized and subsisting under the laws of Ontario with good and sufficient power, authority and right to enter into and deliver this Agreement.
- d) The Contractor represents that it is operating and shall continue to operate in compliance with all applicable laws, rules, regulations, notices, approvals and orders of Canada and of the Province of Ontario and all municipalities thereof in which its business is carried on, including in compliance with all tax and employment laws.

12. Indemnity

The Contractor agrees to indemnify and save harmless Cramahe from any costs, losses, expenses, damages, lawsuits, claims, obligations, debts, liabilities or demands resulting from any negligent acts or omissions by the Contractor related to or arising from this Agreement, and from every manner of costs, damages or expenses incurred by or injury or damage to any person or persons or his, her or their property.

13. Insurance

The Contractor shall maintain, and provide to Cramahe proof of, insurance coverage relevant to the work to be performed by the Contractor for Cramahe, including but not limited to workers compensation insurance and public liability insurance, in a form and amount satisfactory to Cramahe.

14. Other Provisions

The parties agree that:

- a) All tools and furniture, *and* mobile equipment and vehicles belonging to the *Contractor* purchased at no direct cost to Cramahe shall remain property of *Contractor*.
- b) Any instrumentation, SCADA, software or similar installations installed by the *Contractor* become the property of Cramahe upon installation.
- c) Should the province or another government agency impose new statutes, regulation or guidelines or impose further requirements for operation through a change of licence or permit or by Director's Order or similar means which impose a direct or indirect cost on Contractor, then such costs will be reimbursed by mutual agreement of both Cramahe and *Contractor*.
- d) Cramahe retains the right to audit the operating procedures and records of *Contractor* by a party named by Cramahe. *Contractor* shall provide such within a reasonable time as requested by the party undertaking the audit on behalf of Cramahe.
- e) Should operating problems arise that are directly or indirectly the result of activities or actions of the *Contractor* which might place a liability on Cramahe, Council, on its officers shall cover all legal fees of the township, its councilors and officers.
- f) An "emergency" shall include, but is not limited to a situation where public health or safety is immediately endangered or where the public is inconvenienced to the extent that a residence or business cannot be fully used for its intended purpose.
- g) The Contractor will notify the township of changes to the contractor's Overall-Responsible-Operator and person designated being responsible for contract administration.

15. Resolution of Disagreements

In the event of disagreements that may arise, a mediator will be jointly appointed. In the event that such a joint appointment can't be made each party will name a person to a mediation panel and the two appointees will select a third member to chair the panel. The chair and other panel members shall vote on a decision. A simple majority shall be the decision of the panel. If the mediation is unsuccessful, the mediator shall be given the powers of an arbitrator under the *Arbitration Act*, Ontario, and the decision of the arbitrator shall be binding on both parties without appeal or other recourse.

16. Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. This Agreement shall enure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

17. Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered personally to any officer of the party being notified; or (ii) on the third business day after being sent by registered or certified mail, postage prepaid, facsimile, addressed as follows:

To Cramahe:
1 Toronto Street
PO Box 357
Colborne, ON K0K 1S0

To the Contractor:
207 Division St
PO Box 577
Cobourg, ON K9A 4L3

18. Governing Law

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

19. Amendments

No provision of this Agreement shall be amended, altered or waived except by a further written agreement between the parties. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

20. Agreement

The RFP and Proposal are incorporated by reference into this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement, the RFP and the Proposal, the provisions of this Agreement shall prevail, then the RFP, then the Proposal, with respect to the conflict. This Agreement, including the Schedules, RFP, and Proposal, constitute the entire agreement between the parties on the subject matter hereto.

21. General

- a) In the event any portion of this Agreement is deemed to be invalid or unenforceable, the parties agree that the remaining portions of this Agreement shall remain in full force and effect.
- b) Time shall be of the essence in the performance of obligations pursuant to this Agreement.
- c) The headings in this Agreement are for convenience and reference only and shall not form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the 1st day of Aug, 2015.

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE


Per: _____
Authorized Signing Officer


Per: _____
Authorized Signing Officer

LAKEFRONT UTILITY SERVICES INC.


Per: _____
Authorized Signing Officer


Per: _____
Authorized Signing Officer

SCHEDULE "A"

SERVICES

Contractor agrees to provide the following services:

1. Amending the necessary documentation such as but not limited to the system operating licence and for installation of off-site on-line monitoring as deemed necessary by Contractor for a onetime fee.
2. All labour (including transportation of employees complete with hand tools) to operate and to perform routine maintenance of the facilities.
3. Operation of the noted facilities on a daily basis and there shall be no extra charges or work performed within the normal work day of eight (8) hours and on three (3) hours on weekends and holidays.
4. During the time that Contractor's employees are not present, there shall be an operator available on-site within 60 minutes for emergency response.
5. Use of Contractor's, equipment and transport, less heavy equipment such as excavators and dump trucks.
6. Preventative maintenance shall be to a standard practiced by competent operators in Ontario.
7. Review of engineering design by others.
8. Telephone and communication services.
9. Water service and water main installation/repair inspections to a commonly accepted standard in Ontario.
10. Locating services for water mains and water services.
11. Submission of reports as required by the Province of Ontario.
12. Liability insurance that of \$5,000,000 that includes naming Cramahe, its officers and employees as being covered for errors and omissions by or direct damages to property by the Contractor.
13. Maintenance records management.
14. Written monthly operating reports submitted to Cramahe.
15. Meetings with Cramahe's council on an as required basis.
16. Preparation of routine reports as could be reasonably be expected as currently required by regulation, guidelines and directives, less preparation of documentation for Licensing.
17. Preparation of financial reports to be given to Cramahe's Treasurer within 15 days of the previous month.
18. Provision of minor general supplies such as (but not limited to) cleaning agents, towels, light bulbs etc. from Contractor's warehousing/inventory.
19. Contractor will adhere to Cramahe's policies and bylaws for the purchase of supplies and services for work performed under this agreement.

SCHEDULE "B"

PAYMENT TERMS

1. Invoices to be forwarded before and effective the first day of each month to be paid by the 15th of the following month.
2. The township will directly pay all utility costs and chemical purchases.
3. Where major capital works and equipment replacement exceeding \$1,000 are involved, Cramahe and Contractor will need to agree prior to the start of work the method of work administration and oversight, design and payment arrangements.

Meter reading and Billing:

4. The following billing services shall be provided by Contractor at the following Rates
5. Administration of meter reading, billing, collection of associated revenues, reimbursement of the township of revenues received and detailed reporting of billings and receivables at a fixed rate of \$15,620.00 per year.
6. Meter reading and billing at \$3.00 per meter.
7. Where customers are billed on a fixed cost basis the above rate for meter reading shall apply.
8. Water meter installation and replacement shall be provided by Contractor at the cost plus 10% with costs billed directly to the customer.

Other Costs:

9. The following services shall be provided by Contractor at the request of Cramahe at the following rates, which are in addition to the annual fee set out in section 2:
10. Overtime based upon actual costs to the Contractor plus 10%.
11. Fire hydrant inspections, maintenance and reporting to meet Ontario Fire Code and American Water Works Association *Manual M17 Installation, Field Testing and Maintenance* based upon \$26.00/hydrant.
12. Rating of 20% of the hydrants annually based upon \$26.00/ hydrant.
13. Annual street valve operation at \$52.00/valve.
14. Equipment repair and replacement at cost plus 10%.

Basis for determining the overall annual costs of system operations by the Operating Authority:

Item	Units	Rate per Unit	Number of Units	Total Annual Cost
Annual Fee	each	\$119,750.00	1	\$119,750.00
Meter Reading and Billing Administration	each	\$15,600.00	1	\$15,600.00
Meter Reading and Billing	each	\$3.00	1025	\$36,900
Annual Hydrant Inspections	each	\$26.00	125	\$3250.00
Hydrant Rating	each	\$26.00	25	\$650.00
Valve operation	each	\$52.00	135	\$7020.00
Overtime ^{Note 1}	estimate			\$ 25,000
Contingences ^{Note 2}	estimate			\$ 50,000
Total				\$258,190.00

Notes

1. The amount of overtime shown is for budgeting purposes only. The township shall be made aware of emergency overtime in advance if possible and immediately at the start of the next working day if the emergency occurred outside of normal working hours. The township reserves the right to question the need for overtime.
2. Contingencies are included for budgeting purposes only by Cramahe and shall not be construed as funds to be received by Contractor unless so authorized by Cramahe.

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2020-61

**Being a By-law to Authorize the Execution of an
Agreement with Lakefront Utility Services Inc. (LUSI) and the
Township of Cramahe**

WHEREAS a Council has the authority under the Municipal Act, 2001, as amended, to sign and execute an Agreement; and

Whereas the Council of the Corporation of the Township of Cramahe deems it advisable to sign and execute an Agreement with Lakefront Utilities Services Inc. (LUSI),

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 the Clerk are hereby authorized to sign the Agreement, attached as Schedule A and forming part of this by-law, on behalf of The Corporation of the Township of Cramahe and to affix its corporate seal thereto.

Read a first, second and third time and finally passed this 28th day of July, 2020

Mandy Martin, Mayor

Joanne Hyde, Clerk

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2020-62

being a By-law to Confirm the proceedings of the Corporation of the Township of Cramahe Special Meeting (Electronic) held Tuesday July 31, 2020

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 Bill 187 – The Municipal Emergency Act, 2020, allows for electronic participation during a local or provincial Declaration of Emergency; 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 special meeting held on July 31st, 2020 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law; 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 the 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, finally passed this 31st day of July 2020.

Mandy Martin, Mayor

Joanne Hyde, Clerk