

## REGULAR COUNCIL AGENDA

**C-01/2020 - Regular Council**

**Monday, January 13, 2020**

**5:30 PM**

**Town of Pelham Municipal Office - Council Chambers**

**20 Pelham Town Square, Fonthill**

Doors will be open to the public at 5:15 pm. If you require any accommodation for a disability in order to attend and participate in meetings or events, please contact the Office of the Clerk at 905 892-2607, ext. 315 or 320. All cell phones, pagers, radios, etc. shall be switched off, set to non-audible, or muted upon entry to the Council Chamber. Taping and/or recording of meetings shall only be permitted in accordance with the Procedure By-law. Rules of Decorum apply to observers.

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	<b>Pages</b>
1. Call to Order and Declaration of Quorum	
2. Singing of National Anthem	
3. Approval of Agenda	
4. Disclosure of Pecuniary Interests and General Nature Thereof	
5. Hearing of Presentation, Delegations, Regional Report	
5.1 Presentations	
5.2 Delegations	
5.2.1 Fonthill and District Kinsmen Club	5 - 7
5.2.2 Tim Nohara - Cannabis Control Committee	8 - 16

### **5.2.3 Gayle Baltjes - Fonthill Bandshell**

- Appreciation to Jazz Up Peace Park Volunteers (No Council Action Requested)

## **5.3 Report of Regional Councillor**

## **6. Adoption of Minutes**

**6.1 C-21/2019 - Regular Council Minutes December 16, 2019 17 - 25**

**6.2 SC-41/2019 Special Council Minutes December 16, 2019 26 - 28**

## **7. Business Arising from Council Minutes**

## **8. Request(s) to Lift Consent Agenda Item(s) for Separate Consideration**

## **9. Consent Agenda Items to be Considered in Block**

**9.1 Presentation of Recommendations Arising from COW or P&P, for Council Approval 29 - 30**

1. COW-09/2019 - Committee of the Whole - December 16 2019

## **9.2 Minutes Approval - Committee**

**9.2.1 COW-09/2019 Committee of the Whole Minutes 31 - 35**  
**December 16, 2019**

## **9.3 Staff Reports of a Routine Nature for Information or Action**

## **9.4 Action Correspondence of a Routine Nature**

**9.4.1 ICIP Rural and Northern Stream – Transfer Payment 36 - 100**  
**Agreement**

## **9.5 Information Correspondence Items**

**9.5.1 Transfer of Ownership to Region of Niagara - Niagara 101 - 102**  
**Central Dorothy Rungeling Airport**

**9.5.2 Town of Amherstburg Support - Joint and Several 103 - 107**

## **Liability Consultation**

- 9.5.3 Thank You Letter - Emily Bonisteel** **108 - 108**
    - 9.6 Regional Municipality of Niagara - Action Items**
    - 9.7 Committee Minutes for Information**
      - 9.7.1 Mayors Youth Advisory Committee Minutes** **109 - 112**  
November 19, 2019
        - 9.7.2 Pelham Audit Committee Minutes** **113 - 130**  
July 15, 2019  
September 11, 2019  
October 16, 2019 + Revised Terms of Reference  
November 20, 2019
  - 10. Items for Separate Consideration, if Any**
  - 11. Presentation & Consideration of Reports**
    - 11.1 Reports from Members of Council:**
    - 11.2 Staff Reports Requiring Action**
  - 12. Unfinished Business**
  - 13. New Business**
  - 14. Presentation and Consideration of By-Laws** **131 - 170**
    - 1. By-law 4186(2020) - Being a by-law to provide for an interim tax levy for the year 2020.
    - 2. By-law 4187(2020) - Being a by-law to amend By-law No. 3728(2016) to establish 2020 Fees and Charges to be collected by the Corporation of the Town of Pelham, and to Repeal By-law No. 4088(2019).
    - 3. By-law 4188 (2020) Being a by-law authorizing the Mayor and Clerk or designate to enter into an agreement with Her Majesty The

Queen in Right of the Province of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream.

15. **Motions and Notices of Motion**
16. **Matters for Committee of the Whole or Policy and Priorities Committee**
17. **Matters Arising Out of Committee of the Whole or Policy and Priorities Committee**
18. **Resolution to Move in Camera**

Pursuant to the Municipal Act, 2001, Subsection 239(2):

- Subsection 239(2)(b) personal matters about an identifiable individual, including municipal or local board employees, 239(2)(e) litigation or potential litigation, and 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (1 item)

19. **Rise From In Camera**
20. **Confirming By-Law**
21. **Adjournment**

171 - 171





## Request to Appear Before Council for the Town of Pelham

Name: <u>DOUG FREELAND - Fonthill Kinsmen</u>	
Address: <u>634 SOUTH PELHAM</u>	
Postal Code: <u>L3C 3C8</u>	Telephone #: <u>905-321-7676</u>
Email Address: <u>mobilesigns@yahoo.ca</u>	
The Council Chambers is equipped with a laptop and projector. Please Check your audio/visual needs: <input type="checkbox"/> Laptop <input type="checkbox"/> Speaker <input type="checkbox"/> Internet Connection	

PLEASE INDICATE THE DATE OF THE COUNCIL MEETING YOU WISH TO ATTEND AS A DELEGATION:  
Regular Council: 1<sup>st</sup> and 3<sup>rd</sup> Monday of the month; 5:30 p.m. (except summer schedule)

DATE: JANUARY 13, 2020

Please identify the desired action of Council that you are seeking on this issue:

Support on recognition of our service clubs  
68 years of community service and to obtain a  
declaration of Kinsmen and Kinetic week in Pelham  
for February 16th to 22nd - with raising of the flag

I have never spoken on this issue before. Key points of my deputation are as follows:

**(Written presentation must accompany the request)**

- recognition of our community involvement in Pelham
- 68 years of community activities
- over 120,000 hours of projects and fundraising
- over 1 million dollars of donations in Pelham

In accordance with the Procedure By-law, Requests to Appear before Council with respect to a matter already on Council's Agenda shall submit a written request to the Clerk no later than 12:00 noon, eight business days prior to the meeting of Council. Delegation requests to address Council on matters not already on the Agenda of Council must be submitted at least fourteen (14) days before the date and time of the Meeting of Council. Delegations shall only be heard at regular Meetings of Council, unless specifically invited by Council to a Meeting of a Committee of Council.

**All requests must include a copy of the presentation materials as detailed in the deputation protocol. Failure to provide the required information on time will result in a deferral or denial. Delegations are limited to ten (10) minutes.**

I have read and understand the deputation protocol included with this form; and, that the information contained on this form, including any attachments, will become public documents and listed on Town Meeting Agendas and on the Town's website.

I also understand that presentation materials must be submitted with this deputation form. Electronic presentations must be e-mailed to [NJBozzato@pelham.ca](mailto:NJBozzato@pelham.ca) in accordance with the deadlines outlined above.

Signature

Date

## APPLICATION FOR PROCLAMATION

Organization			
Name:	The Kinsmen Club of Fonthill & District		
Contact Name:	Doug Freeland		
Address:	PO Box 906		
City:	Fonthill	Postal Code:	L0S1E0
Phone:	905-346-8288	Email:	mobilesigns@yahoo.ca
Proclamation Requested:	Kinsmen & Kinette Week in Pelham		
Dates of Proclamation:	<input checked="" type="checkbox"/> Day(s) Feb.16 to 22nd <input type="checkbox"/> Week <input type="checkbox"/> Month		
<i>Please check and insert dates</i>			
Purpose of Proclamation:	To recognize the services of our Kinsmen and Kinette Clubs servicing Fonthill and District Since 1951. Our organization is celebrating 100 Years f Service to Canada in February,2020 .		
Description of Organization:	We are Canada's only all Canadian Service organization with clubs in all 10 Provinces and 3 territories servicing our towns physical skills as well as millions of dollars in fundraising.		
<i>(Please include a brief description. Additional information may be attached to this form).</i>			
Has the same or a similar proclamation been requested of the Town of Pelham Council in past years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No         Date: Jan. 13, 2020		
You must provide the draft wording for your proclamation in order to receive an official signed proclamation from the Mayor.			
<b>To declare the week of Feb.16-22nd-" Kinsmen &amp; Kinette Week in Fonthill"</b>			
Personal information on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of processing your request. Questions about this collection should be directed to the Town Clerk, 20 Pelham Town Square, P.O.Box 400, Fonthill, ON L0S 1E0 905-892-2607, ext. 315.			
Signature:	Doug Freeland	Date:	Dec. 6th, 2019

Please complete and submit your completed form at least two weeks in advance of the occasion to:

Nancy J. Bozzato, Town Clerk  
 20 Pelham Town Square, PO Box 400  
 Fonthill, ON L0S 1E0

Email: [njbozzato@pelham.ca](mailto:njbozzato@pelham.ca) Phone: (905) 892-2607 ext. 315

From the Clerk's Department



**Administration  
Services**



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## Proclamation

### **Kinsmen and Kinette Week February 16<sup>th</sup> to 22<sup>nd</sup>, 2020**

**WHEREAS**, Kin Canada has been a vibrant, responsible, all-Canadian association for service clubs devoted to the concept of serving its communities throughout Canada since its founding in Hamilton, Ontario, on February 20, 1920;

**WHEREAS**, Kin Canada is celebrating 100 years of service to Canada in February, 2020;

**WHEREAS**, the Kinsmen and Kinette Clubs have raised and continue to raise millions of dollars in fundraising to support Canadian communities;

**WHEREAS**, the Fonthill and District Kinsmen and Kinette Clubs have serviced the Town of Pelham since 1951;

**THEREFORE, BE IT RESOLVED THAT** the Corporation of the Town of Pelham does hereby proclaim the week of February 16<sup>th</sup> to 22<sup>nd</sup>, 2020 as Kinsmen & Kinette Week, a celebration of Kinsmen and Kinettes in Canada.

**DATED AT** the Town of Pelham this 13<sup>th</sup> day of January, 2020.

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Mayor Marvin Junkin  
Town of Pelham

# REQUEST TO APPEAR BEFORE COUNCIL FOR THE TOWN OF PELHAM

NAME: Tim NOHARAADDRESS: PO Box 366, Fonthill, ONPOSTAL CODE: LOSLERTELEPHONE #: 905-329-1875E-MAIL ADDRESS: tnohara@accipiterra.com

The Council Chambers Is equipped with a laptop and projector. Please Check your audio/visual needs:

☒ Laptop
 ☒ Speaker
 ☐ Internet Connection

PLEASE INDICATE THE DATE OF THE COUNCIL MEETING YOU WISH TO ATTEND AS A DELEGATION:

Regular Council: 1<sup>st</sup> and 3<sup>rd</sup> Monday of the month; 5:30 p.m. (except summer schedule)DATE: 13 JANUARY 2020

Please identify the desired action of Council that you are seeking on this issue:

Receive Information - Cannabis Control Committee Update

I have never spoken on this issue before. Key points of my deputation are as follows:

(Written presentation must accompany the request)


Progress since last update 18 Nov 2019Revised PlanRegulatory Framework ForecastRevised ScheduleASSISTANCE needed from Council

In accordance with the Procedure By-law, Requests to Appear before Council with respect to a matter already on Council's Agenda shall submit a written request to the Clerk no later than 12:00 noon, eight business days prior to the meeting of Council. Delegation requests to address Council on matters not already on the Agenda of Council must be submitted at least fourteen (14) days before the date and time of the Meeting of Council. Delegations shall only be heard at regular Meetings of Council, unless specifically invited by Council to a Meeting of a Committee of Council.

**All requests must include a copy of the presentation materials as detailed in the deputation protocol. Failure to provide the required information on time will result in a deferral or denial. Delegations are limited to ten (10) minutes.**

I have read and understand the deputation protocol included with this form; and, that the information contained on this form, including any attachments, will become public documents and listed on Town Meeting Agendas and on the Town's website.

I also understand that presentation materials must be submitted with this deputation form. Electronic presentations must be e-mailed to [NJBozzato@pelham.ca](mailto:NJBozzato@pelham.ca) in accordance with the deadlines outlined above.

  
 Signature

30 Dec 2019  
 Date

# Presentation to Council

By Cannabis Control Committee (CCC)

Town of Pelham – 13 January 2020



# Agenda

- What has changed since our presentation to Council on 18 Nov 2019
- The Committee's Revised Plan
- Regulatory Framework Forecast with Revised Plan
- Revised Schedule for Revised Plan
- Assistance needed from Council

# What has changed since 18 Nov 2019

- We have received legal advice to assist our work.
- We have advanced our research.
- The Town has been challenged by three of our cannabis players either in Court or at LPAT, and the Committee hasn't even had any bylaws approved yet. This is to be expected. Our Revised Plan attempts to account for this.
- We have researched and debated various approaches.
- The Committee has unanimously decided to proceed with the Revised Plan that I will be discussing today.

# Our Revised Plan

- We use an Odourous Industries Nuisance bylaw in concert with an amended Zoning Bylaw (ZBL) ***for direct mitigation*** against adverse effects being experienced today.
- We also rely on Official Plan (OP) amendments and a small amendment to the Site Plan Control Bylaw, coupled with the previously approved Fence, Fortification, and Development Charges bylaws put forward by staff.
- The Mayor has attended a few of our meetings and in late November challenged us to complete our work early, by 31 March 2020. The Committee informally accepted that challenge and has been working even harder since then. I am happy to say, Mr. Mayor, that the schedule I will present meets your challenge.



# Regulatory Framework Forecast

- ✓ Direct Impact
- ✓ In-direct Impact

	Odour	Light	Traffic, Noise	Loss of Property Value	Loss of Precious Agricultural Lands	Adverse impacts including stormwater flow & contamination of ground (drinking) water and septic	Environmental Impacts including endangered species, habitat loss, agricultural co- existence & other ecological harm	Human Safety & Security (fire, police, ambulance)	Financial Costs to Community
Interim Control By-Law (4046) 2018 expiring 2020/07/15	<i>This chart forecasts the result our revised Plan hopes to achieve, builds on bylaws developed by staff and already passed by Council, and is informed by our research. Possible future legal challenges may weaken some of these.</i>								
Pelham Official Plan, 2014 as amended					✓		✓		
Zoning By-law 1136 (1987), as amended			✓	✓	✓	✓	✓		
Odourous Industries Nuisance By-Law	✓	✓	✓	✓					✓
Site Plan Control By- law 1118 (1987), as amended	✓	✓	✓	✓	✓	✓	✓	✓	✓
Site Plan Agreement	✓	✓	✓	✓	✓	✓	✓	✓	✓
Development Charges By-Law									✓
Fence/Fortification								✓	

# Revised Schedule

- The committee has worked hundreds of hours since ICBL extension
- Our work summary for the period ending 31 December 2019 is shown
- We have a revised Plan to execute in 2020.

Month 2019	Research	Work Product (updates)	Deliverables (Bylaws/OP)	Meetings
Sep	Cannabis Production <u>Odour</u> Monitoring/Mitigation Planning Law/Practices Environmental Issues Farming Compatibility Issues Sensitive Receptor Mapping	Facts Approach Regulation Package Work Plan Research Notes Town Maps	Development Charges  Interim Control Bylaw Extension  Council Presentation Fence, Fortification	CCC x2 Public Special Council
Oct	Cannabis Production <u>Odour</u> Monitoring/Mitigation Planning Law/Practices Environmental Issues Farming Compatibility Issues	Facts Regulation Package Work Plan Research Notes Legal Advice	Draft Cannabis Nuisance Draft <u>Odour</u> Comments from Staff Revisions	CCC x2 Council
Nov	<u>Odour</u> Monitoring/Mitigation Planning Law/Practices Environmental Issues Farming Compatibility Issues	Facts Regulation Package Work Plan Research Notes Legal Advice	Council Presentation 11/18  Cannabis & <u>Odour</u> Nuisance Bylaws undergoing further drafting following legal advice & comments from Enforcement & Staff	CCC x3 Council x1
Dec	Environmental Issues Farming Compatibility Issues	Facts Regulation Package Work Plan Research Notes	CCC & Staff investigated revised approaches to address concerns.  CCC has revised its go-forward Plan.  <b>The schedule that follows is for the CCC's revised Plan</b>	CCC x1

# Revised Schedule

- Our go-forward schedule is shown to the right.
- With Council and staff's help, we can have everything passed for 31 March 2020.

Month 2020	Research	Work Product (updates)	Deliverables (Bylaws/OP)	Meetings
Jan	Environmental Issues Farming Compatibility Issues MPAC Update / Costs Analysis	Facts Regulation Package Work Plan Research Notes	<ul style="list-style-type: none"> <li>Council Presentation 01/13</li> <li>Cannabis Nuisances Recommendation Report</li> <li>Proposed <u>Odourous</u> Industries Nuisance Bylaw</li> <li>Proposed Site Plan Control Bylaw amendment</li> </ul>	CCC x3  Council
Feb	Complete Research	Facts Regulation Package Work Plan Research Notes Legal Advice	<ul style="list-style-type: none"> <li>Draft Planning Report from staff</li> <li>Policy &amp; Priorities presentation and review of <b>Cannabis Nuisances Recommendation Report</b> and proposed <b>Odorous Industries Nuisance Bylaw</b> &amp; proposed <b>amendment to Site Plan Control Bylaw</b></li> <li>Proposed Bylaws provided to Council for consideration &amp; approval</li> </ul>	CCC x3  Policy & Priorities  Council
Mar		Facts Regulation Package Work Plan Research Notes	<ul style="list-style-type: none"> <li>OP/ZBL Recommendation Report &amp; Proposed OP/ZBL Amendments</li> <li>Policy &amp; Priorities presentation and review of <b>OP/ZBL Recommendation Report</b> and proposed <b>OP/ZBL Amendments</b></li> <li>Proposed OP/ZBL Amendments provided to Council for consideration &amp; approval</li> </ul>	CCC x2  Policy & Priorities  Council
Apr		Regulation Package Work Plan	Tidy up work products and assemble archive for ultimate transfer to Town	CCC x2
May to Jun		Regulation Package Work Plan Legal Advice	Consider additional bylaws / amendments should <u>Odourous</u> Industries Nuisance Bylaw and/or OP/ZBL Amendments be challenged to LPAT or to Court	CCC x2 Council
Jul	ICBL Expires 15 July 2020		Could end ICBL early if there are no appeals	

# Assistance needed from Council

- Staff have many demands on their time. The Committee especially needs staff's draft Planning Report expected for the first week in February. Delays in receiving that Planning Report will negatively impact our very tight schedule.
- We most likely will need a little more legal advice and budget. Thank you for making legal advice available to the Committee.

## **REGULAR COUNCIL MINUTES**

**Meeting #:** C-21/2019 - Regular Council  
**Date:** Monday, December 16, 2019  
**Time:** 5:30 PM  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present:** Marvin Junkin  
Mike Ciolfi  
Lisa Haun  
Bob Hildebrandt  
Ron Kore  
Marianne Stewart  
John Wink

**Staff Present:** Nancy Bozzato  
Bob Lymburner  
Marc MacDonald  
Jason Marr  
Teresa Quinlin  
Vickie vanRavenswaay  
Barbara Wiens  
Holly Willford  
David Cribbs

**Other:** Recipients of Council Certificates as Listed in Minutes  
Del Leney  
Regional Councillor Huson  
Interested Citizens  
Media

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### **1. Call to Order and Declaration of Quorum**

Noting that a quorum was present, the Mayor called the meeting to order at approximately 5:30 p.m.

### **2. Singing of National Anthem**

The National Anthem was sung by those present to officially open the meeting. Following, a moment of silence was observed to honour the unexpected passing of a Port Colborne Councillor's daughter.

### **3. Approval of Agenda**

**Moved By** Bob Hildebrandt  
**Seconded By** Marianne Stewart

**BE IT RESOLVED THAT the agenda for the December 16th, 2019 Regular meeting of Council be adopted.**

**Carried**

**4. Disclosure of Pecuniary Interests and General Nature Thereof**

There were no pecuniary interests disclosed by any of the members present.

**5. Hearing of Presentation, Delegations, Regional Report**

**5.1 Presentations**

**5.1.1 2019 Christmas Card Presentation**

Individuals involved in the artistic work that formed the 2019 Town of Pelham Christmas cards were acknowledged, presented a certificate and a supply of cards to commemorate their efforts.

Serena Hounslow (cover of the card)

Mira Bussi

Lola Hughes

Evan LeMay

Lauren Letourneau

Kathleen Lowry

Ashley McWilliams

Isabella Moreno

Julia Policella

Emma Robinson

Charlotte Stone

Olivia Thiessen

**5.1.2 E. L. Crossley Secondary School**

Members and coaches from the E. L. Crossley Secondary School Senior Girls Volleyball team, having recently won the OFSSA Championship competition, were presented certificates on behalf of the Town.

Ontario Secondary School Championship Senior Volleyball Team

Emma Hilts

Jessica Konkle

Katherine Konkle

Mya Newton

Emma Brownlee

Grace Teal

Emma Wintle

Kayleigh Smith

Taylor Dellemonache

Hannah Nicholls

Mady Smith  
Sydney Grummett  
Pooja Senthil

Coaches: Jessica Kropac and Michelle Gibson

## **5.2 Delegations**

### **5.2.1 Del Leney - 1084 Quaker Road**

Ms. Leny presented information regarding their property known municipally as 1084 Quaker Road, seeking a zoning amendment to allow for their dwelling to continue to be used as a triplex and exempt them from the zoning amendment application process. The Mayor asked the Director of Community Planning and Development to explain the zoning provisions for the subject property. A copy of Ms. Leny's speaking notes is on file.

**Moved By** John Wink

**Seconded By** Bob Hildebrandt

**BE IT RESOLVED that Council receive the delegation by Del Leney regarding 1084 Quaker Road, for information.**

**Carried**

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

**THAT The agenda be amended to add an item for closed session at the end of the meeting, to obtain legal advice from the Chief Administrative Officer.**

**Carried**

## **5.3 Report of Regional Councillor**

**Moved By** Lisa Haun

**Seconded By** Ron Kore

**BE IT RESOLVED THAT the December 16, 2019 report submitted by Regional Councillor Huson, be received for information.**

**Carried**

## **6. Adoption of Minutes**

**Moved By** Ron Kore

**Seconded By** Lisa Haun

**BE IT RESOLVED THAT the following minutes be adopted as printed, circulated and read:**

- 1. SC-39/2019 - Special Council December 2, 2019**
- 2. C-20/2019 - Council December 2, 2019**
- 3. SC-40/2019 - Special Council December 5, 2019**

**Carried**

**7. Business Arising from Council Minutes**

None

**8. Request(s) to Lift Consent Agenda Item(s) for Separate Consideration**

No items were lifted.

**9. Consent Agenda Items to be Considered in Block**

**Moved By** Mike Ciolfi

**Seconded By** Ron Kore

**BE IT RESOLVED THAT the Consent Agenda items as listed on the December 16th, 2019 Council Agenda be received and the recommendations contained therein be approved, as applicable,**

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**9.1 Presentation of Recommendations Arising from COW or P&P, for Council Approval**

**BE IT RESOLVED THAT COUNCIL HEREBY approves the Recommendations Resulting from the following:**

- 1. P&P-09/2019 - Policy and Priorities Committee - December 2, 2019**

**9.2 Minutes Approval – Committee**

**BE IT RESOLVED THAT Council receive the Policy and Priorities Committee minutes, dated December 2, 2019 for information.**

**9.4 Action Correspondence of a Routine Nature**

**9.4.1 Proclamation Request - Crime Stoppers Awareness Month - January 2020**

**BE IT RESOLVED THAT the Corporation of the Town of Pelham hereby proclaim January 2020 as Crime Stoppers Awareness Month.**

**9.5 Information Correspondence Items**



**9.5.1 Niagara Peninsula Conservation Authority Board Minutes  
- November 20, 2019**

**9.7 Committee Minutes for Information**

**9.7.1 Mayors Youth Advisory Committee Minutes**

**BE IT RESOLVED THAT Council receive the Mayors Youth Advisory Committee minutes dated October 22, 2019, for information.**

**9.7.2 Cannabis Control Committee Minutes**

**BE IT RESOLVED THAT Council receive the Cannabis Control Committee minutes dated October 2, 2019 and October 30, 2019, for information.**

**9.7.3 Library Board Minutes**

**BE IT RESOLVED THAT Council receive the Pelham Library Board minutes dated October 23, 2019, for information.**

**9.7.4 Committee of Adjustment Minutes**

**BE IT RESOLVED THAT Council receive the Committee of Adjustment minutes dated August 13, 2019, for information.**

**Carried**

**10. Items for Separate Consideration, if Any**

None

**11. Presentation & Consideration of Reports**

**11.1 Reports from Members of Council:**

**11.2 Staff Reports Requiring Action**

**11.2.1 Proposed EarlyON Child and Family Centre - Old Pelham Town Hall , 2019-0156-Recreation**

The motion was divided.

**Moved By** Mike Ciolfi

**Seconded By** Ron Kore

BE IT RESOLVED THAT Council receive Report #2019-0156 and

THAT the EarlyOn Child and Family Centre program be welcomed to the Old Pelham Town Hall commencing January 6, 2020;

AND THAT the Director of Public Works be directed to initiate an RFP for the engineering of a septic holding tank to replace the existing septic system at the Old Pelham Town Hall

**Amendment:**  
**Moved By** Mike Ciolfi  
**Seconded By** Ron Kore

**BE IT RESOLVED THAT Council receive Report  
#2019-0156 and**

**THAT the EarlyOn Child and Family Centre program  
be welcomed to the Old Pelham Town Hall  
commencing January 6, 2020;**

**Carried**

**Amendment:**  
**Moved By** Mike Ciolfi  
**Seconded By** Ron Kore

THAT the Director of Public Works be directed to initiate an  
RFP for the engineering of a septic holding tank to replace  
the existing septic system at the Old Pelham Town Hall

**Amendment:**  
**Moved By** Bob Hildebrandt  
**Seconded By** Ron Kore

**THAT the report be referred back to the Director of  
Public Works to report back to Council in March 2020  
to provide more details regarding the replacement  
septic tank at Old Pelham Town Hall.**

**Carried**

**12. Unfinished Business**

None

**13. New Business**

None

**14. Presentation and Consideration of By-Laws**

**Moved By** Mike Ciolfi  
**Seconded By** Ron Kore

**BE IT RESOLVED THAT the Council of the Town of Pelham,  
having given due consideration to the following By-laws do  
now read a first, second and third time and do pass same, and**

**THAT the Mayor and Clerk be and are hereby authorized to sign  
and seal the by-laws:**

1. **By-law #4179(2019) - Being a by-law to amend By-law #3334(2013), being a by-law to adopt an Emergency Management Program, Emergency Management Plan and to Empower Mutual Assistance Agreements Governing Provision of Necessary Services During an Emergency.**
2. **By-law #4180(2019) - Being a by-law to authorize the Mayor and clerk to enter into an Agreement with The Herrington Group Ltd. for consulting services as per the Proposal to coordinate Accessibility for Ontarians with Disability Act compliance for the period February 1, 2020 to January 31, 2022, and to Repeal and Replace By-law #3574(2015).**
3. **By-law #4181(2019) - Being a by-law to assume the subdivision known as Cherry Ridge Extension Subdivision and to designate the streets within the subdivisions as a "public highway" in accordance with the Subdivision Agreement.**
4. **By-law 4182(2019) - Being a by-law to assume the subdivision known as Cherry Ridge Subdivision and to designate the streets within the subdivisions as a "public highway" in accordance with the Subdivision Agreements.**

**Carried**

**15. Motions and Notices of Motion**

None

**16. Matters for Committee of the Whole or Policy and Priorities Committee**

None

**17. Matters Arising Out of Committee of the Whole or Policy and Priorities Committee**

None

**18. Resolution to Move in Camera**

The meeting recessed until the conclusion of the Committee meeting and resumed immediately following.

**Moved By** Lisa Haun

**Seconded By** Ron Kore

**BE IT RESOLVED THAT Council recess the In Camera portion of the meeting and reconvene immediately following the Committee meeting scheduled for this evening.**

**Carried**

**Moved By** Lisa Haun  
**Seconded By** Ron Kore

**BE IT RESOLVED THAT the regular Council meeting of December 16th, 2019 do now reconvene to complete the agenda.**

**Carried**

**Moved By** Mike Ciolfi  
**Seconded By** Marianne Stewart

**THAT the Rules of Procedure as contained in the Town of Pelham Procedural By-law, be suspended;**

**AND THAT the specified meeting curfew time of 9:00 p.m. be and is hereby waived;**

**AND THAT the remainder of the business listed on the agenda for this meeting continue to be considered until all matter have been concluded**

**Carried**

**Moved By** Bob Hildebrandt  
**Seconded By** Marianne Stewart

**BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider a matter under Section 239 (2) of the Municipal Act, as follows:**

**Section 239(2) (b) - personal matters about an identifiable individual, including municipal employees; and Section 239 (2) (d) - labour relations or employee negotiations;**

**Section 239(2)(f) - advice subject to solicitor-client privilege including communications necessary for that purpose.**

**Section 239 (2) (f) - advice subject to solicitor client privilege including communications necessary for that purpose**

**Carried**

**19. Rise From In Camera**

**Moved By** Marianne Stewart  
**Seconded By** John Wink

**BE IT RESOLVED THAT Council adjourn the In Camera Session and that Council do now Rise, with report**

**Carried**

**Moved By** Marianne Stewart

**Seconded By** John Wink

**BE IT RESOLVED THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during the In Camera meeting of December 16, 2019.**

**Carried**

**20. Confirming By-Law**

**Moved By** John Wink

**Seconded By** Bob Hildebrandt

**BE IT RESOLVED THAT the following By-law be read a first, second and third time and passed:**

**Being a By-law No. 4184 (2019) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Regular Meeting held on the 16th day of December, 2019.**

**Carried**

**21. Adjournment**

**Moved By** John Wink

**Seconded By** Bob Hildebrandt

**BE IT RESOLVED THAT this Regular Meeting of Council be adjourned until the next regular meeting scheduled for January 13, 2020 at 5:30 pm.**

**Carried**

---

Mayor: Marvin Junkin

---

Town Clerk: Nancy J. Bozzato

## **SPECIAL COUNCIL MINUTES**

**Meeting #:** SC-41/2019 - Special Council  
**Date:** Monday, December 16, 2019, 4:30 pm  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present** Marvin Junkin  
Mike Ciolfi  
Lisa Haun  
Bob Hildebrandt  
Ron Kore  
Marianne Stewart  
John Wink

**Staff Present** David Cribbs  
Nancy Bozzato  
Bob Lymburner  
Jason Marr  
Teresa Quinlin  
Vickie vanRavenswaay  
Barbara Wiens  
Holly Willford

### **1. Call to Order and Declaration of Quorum**

Noting that a quorum was present, the Mayor called the meeting to order at approximately 4:30 p.m.

### **2. Approval of the Agenda**

**Moved By** Bob Hildebrandt

**Seconded By** Marianne Stewart

**BE IT RESOLVED THAT the agenda for the December 16, 2019 Special Meeting of Council be adopted as circulated.**

**Carried**

### **3. Disclosure of Pecuniary Interest and General Nature Thereof**

There were no pecuniary interests disclosed by any of the members present.

### **4. Resolution to Move in Camera**

**Moved By** Bob Hildebrandt

**Seconded By** John Wink

**BE IT RESOLVED THAT the next portion of the meeting be closed to the public in order to consider the following:**

**Pursuant to Municipal Act Section 239(2)(c) - proposed or pending disposition of land by the municipality and Section**

**239(2)(f) - advice subject to solicitor-client privilege, 1 item File L07-2019-01-S; and**

**Pursuant to Municipal Act Section 239(2)(b) - personal matters about an identifiable individual including municipal or local board employees, Section (d) - labour relations or employee negotiations, and Section 239(2)(f) - advice subject to solicitor-client privilege, 1 item.**

**Carried**

**5. Rise From In Camera**

**Moved By** Lisa Haun

**Seconded By** Ron Kore

**BE IT RESOLVED THAT Council adjourn the In Camera Session and that Council do now Rise with report**

**Carried**

**Moved By** Ron Kore

**Seconded By** Lisa Haun

**BE IT RESOLVED THAT the Chief Administrative Officer be and is hereby authorized to undertake the directions provided during the In Camera meeting of December 16, 2019.**

**Carried**

**6. Confirming By-law**

ciolfi; hildebrandt

**Moved By** Mike Ciolfi

**Seconded By** Ron Kore

**BE IT RESOLVED THAT the following By-law be read a first, second and third time and passed:**

**Being a By-law No. 4185(2019) to Adopt, Ratify and Confirm the proceedings of Council of the Town of Pelham at its Special Meeting held on the 16th day of December, 2019.**

**Carried**

**7. Adjournment**

**Moved By** Marianne Stewart

**Seconded By** John Wink

**BE IT RESOLVED THAT this Special Meeting of Council be adjourned.**

**Carried**

---

Mayor Marvin Junkin

---

Town Clerk, Nancy J. Bozzato



# Recommendations of the Committee of the Whole held December 16, 2019

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BE IT RESOLVED THAT COUNCIL HEREBY approves the following Recommendations Resulting from the COW-09/2019 Committee of the Whole of December 16, 2019:

1. **THAT the agenda for the December 16th, 2019 regular meeting of Committee be adopted.**
2. **THAT Committee of the Whole receive the Community Planning and Development September, October and November 2019 Report for information.**
3. **THAT Committee receive Report #2019-0155- Corporate Services and recommend to Council to adopt the 2020 User Fees and Charges and**

**THAT the necessary By-law be prepared for consideration at the next regular meeting.**

4. **TTHAT Committee receive Report #2019-0151-Corporate Services and recommend:**

**THAT Council approve the Reserve and Reserve Fund Policy and the Capital Financing and Debt Management Policy; and**

**THAT Council approve the wind-up of the Future Subdivision Projects Reserve, and transfer of its balance to the Roads Reserve, effective December 31, 2019.**

5. **T THAT Committee of the Whole receive the Fire and By-Law Services ~~September, October and November~~ (to July as presented) 2019 Report for information.**
6. **THAT COMMITTEE receive Report #2019-0147; and recommend that Council endorse the proposed landscaping improvements and allow staff to proceed with finalizing the landscaping plan to complete the works in 2020.**

## **Amendment:**

**THAT the motion include: "with the beautification committee"**

## **Main Motion as Amended:**

**THAT COMMITTEE receive Report #2019-0147; and recommend that Council endorse the proposed landscaping improvements and allow Staff to proceed with finalizing the landscaping plan with the Beautification Committee to complete the works in 2020.**

7. **THAT the Haist Street Chicane be removed within the next six months, regardless of any new policy being brought forward pertaining to traffic calming.**

## **Amendment:**

**AND to install a three-way stop at Haist Street Brewerton Boulevard**

## **Main Motion as Amended:**

**THAT the Haist Street Chicane be removed within the next six months, regardless of any new policy being brought forward pertaining to traffic calming;**

**AND to install a three-way stop at Haist Street Brewerton Boulevard**

8. **THAT Committee of the Whole receive the Public Works and Utilities September, October and November 2019 Report for information.**
9. **THAT Committee of the Whole receive the Recreation, Culture & Wellness September, October and November 2019 Report for information.**
10. **THAT THAT COMMITTEE receive Report #2019-0153 and recommend to Council:**

**THAT Council receive the update on the Thursday Night Experience; AND**

**THAT Council designate Pelham Supper Market, to be held on Thursdays June – September 2020 in Peace Park, as a Municipally Significant Event on the following dates:**

**June 4, 2020 – 4:00pm-11:00pm  
June 11, 2020 – 4:00pm-11:00pm  
June 18, 2020 – 4:00pm-11:00pm  
June 25, 2020 – 4:00pm-11:00pm  
July 2, 2020 – 4:00pm-11:00pm  
July 9, 2020 – 4:00pm-11:00pm  
July 23, 2020 – 4:00pm-11:00pm  
August 6, 2020 – 4:00pm-11:00pm  
August 13, 2020 – 4:00pm-11:00pm  
August 20, 2020 – 4:00pm-11:00pm  
August 27, 2020 – 4:00pm-11:00pm  
Sept 3, 2020 – 4:00pm-11:00pm  
Sept 10, 2020 – 4:00pm-11:00pm**

**AND THAT the Clerk be authorized to make an application for a Special Occasion Permit for Pelham Supper Market;**

**AND THAT Council approve road closures Thursday nights from June – September from 5pm – 9pm between 39 Pelham Town Square and 31 Pelham Town Square.**

11. **THAT Committee of the Whole receive the Clerk's September, October and November 2019 Report for information.**
12. **THAT this Regular Meeting of Committee be adjourned until the next regular meeting scheduled for January 13, 2020 following Council.**

## COMMITTEE OF THE WHOLE MINUTES

**Meeting #:** COW-09/2019 Immediately Following Council  
**Date:** Monday, December 16, 2019  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present:** Marvin Junkin  
Mike Ciolfi  
Lisa Haun  
Bob Hildebrandt  
Ron Kore  
Marianne Stewart  
John Wink

**Staff Present:** David Cribbs  
Nancy Bozzato  
Bob Lymburner  
Marc MacDonald  
Jason Marr  
Teresa Quinlin  
Charlotte Tunikaitis  
Vickie vanRavenswaay  
Barbara Wiens  
Holly Willford  
Barbara Wiens

**Other: Interested Citizens**

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### 1. Call to Order and Declaration of Quorum

Noting that a quorum was present, the Mayor called the meeting to order at approximately 7:10 p.m.

### 2. Adoption of Agenda

**Moved By** Bob Hildebrandt

**THAT the agenda for the December 16th, 2019 regular meeting of Committee be adopted.**

**Carried**

### 3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no pecuniary interests disclosed by any of the members present.

### 4. Department Reports

#### 4.1 Community Planning and Development

**4.1.1 Community Planning & Development Monthly Report, 2019-0154-Planning**

**Moved By** John Wink

**THAT Committee of the Whole receive the Community Planning and Development September, October and November 2019 Report for information.**

**Carried**

**4.2 Corporate Services**

**4.2.1 2020 User Fees and Charges, 2019-0155-Corporate Services**

**Moved By** John Wink

**THAT Committee receive Report #2019-0155-Corporate Services and recommend to Council to adopt the 2020 User Fees and Charges and THAT the necessary By-law be prepared for consideration at the next regular meeting.**

**Carried**

**4.2.2 Corporate Services Monthly Report, 2019-0159-Corporate Services**

**Moved By** John Wink

**THAT Committee of the Whole receive the Corporate Services September, October and November 2019 Report for information.**

**Carried**

**4.2.3 Policies for Reserves, Reserve Funds, Capital Financing and Debt, 2019-0151-Corporate Services**

**Moved By** Bob Hildebrandt

**THAT Committee receive Report #2019-0151-Corporate Services and recommend:**

**THAT Council approve the Reserve and Reserve Fund Policy and the Capital Financing and Debt Management Policy; and**

**THAT Council approve the wind-up of the Future Subdivision Projects Reserve, and transfer of its balance to the Roads Reserve, effective December 31, 2019.**

**Carried**

**4.3 Fire & By-law Services**

**4.3.1 Fire & By-Law Services Monthly Report, 2019-0148-Fire Dept**

**Moved By** Lisa Haun

**THAT Committee of the Whole receive the Fire and By-Law Services ~~September, October and November~~ (to July as presented) 2019 Report for information.**

**Carried**

**4.4 Public Works and Utilities**

**4.4.1 Public Realm Investment Program (PRIP) Grant Rice Road and Port Robinson Road, 2019-0147-Public Works**

**Moved By** Ron Kore

THAT COMMITTEE receive Report #2019-0147; and recommend that Council endorse the proposed landscaping improvements and allow staff to proceed with finalizing the landscaping plan to complete the works in 2020.

**Amendment:**

**Moved By** Mike Ciolfi

**THAT the motion include: 'with the beautification committee'**

**Carried**

**Moved By** Ron Kore

**THAT COMMITTEE receive Report #2019-0147; and recommend that Council endorse the proposed landscaping improvements and allow Staff to proceed with finalizing the landscaping plan with the Beautification Committee to complete the works in 2020.**

**Carried**

**4.4.2 Public Works Monthly Report, 2019-0158-Public Works**

**Moved By** Ron Kore

**THAT the Haist Street Chicane be removed within the next six months, regardless of any new policy being brought forward pertaining to traffic calming,**

**Amendment:**

**Moved By** John Wink

**AND to install a three-way stop at Haist Street Brewerton Boulevard**

**Carried**

**Moved By** Ron Kore

**THAT the Haist Street Chicane be removed within the next six months, regardless of any new policy being brought forward pertaining to traffic calming;**

**AND to install a three-way stop at Haist Street Brewerton Boulevard**

**Carried**

**Moved By** Ron Kore

**THAT Committee of the Whole receive the Public Works and Utilities September, October and November 2019 Report for information.**

**Carried**

#### **4.5 Recreation, Culture and Wellness**

##### **4.5.1 Recreation, Culture & Wellness Monthly Report, 2019-0157-Recreation**

**Moved By** Lisa Haun

**THAT Committee of the Whole receive the Recreation, Culture & Wellness September, October and November 2019 Report for information.**

**Carried**

##### **4.5.2 Thursday Night Experience 2019 Final Report, 2019-0153-Recreation**

**Moved By** Bob Hildebrandt

**THAT COMMITTEE receive Report #2019-0153 and recommend to Council:**

**THAT Council receive the update on the Thursday Night Experience; AND THAT Council designate Pelham Supper Market, to be held on Thursdays June – September 2020 in Peace Park, as a Municipally Significant Event on the following dates:**

**June 4, 2020 – 4:00pm-11:00pm**

**June 11, 2020 – 4:00pm-11:00pm**

**June 18, 2020 – 4:00pm-11:00pm**

**June 25, 2020 – 4:00pm-11:00pm**

**July 2, 2020 – 4:00pm-11:00pm**

**July 9, 2020 – 4:00pm-11:00pm**

**July 23, 2020 – 4:00pm-11:00pm**

**August 6, 2020 – 4:00pm-11:00pm**

**August 13, 2020 – 4:00pm-11:00pm**

**August 20, 2020 – 4:00pm-11:00pm**

**August 27, 2020 – 4:00pm-11:00pm**

**Sept 3, 2020 – 4:00pm-11:00pm**

**Sept 10, 2020 – 4:00pm-11:00pm**

**AND THAT the Clerk be authorized to make an application for a Special Occasion Permit for Pelham Supper Market;**

**AND THAT Council approve road closures Thursday nights from June – September from 5pm – 9pm between 39 Pelham Town Square and 31 Pelham Town Square.**

**Carried**

**4.6 Administration**

**4.6.1 Clerk’s Department Monthly Report, 2019-0126-  
Clerks**

**Moved By** John Wink

**THAT Committee of the Whole receive the Clerk's September, October and November 2019 Report for information.**

**Carried**

**7. Adjournment**

**Moved By** John Wink

**THAT this Regular Meeting of Committee be adjourned until the next regular meeting scheduled for January 13, 2020 following Council.**

**Carried**

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Mayor: Marvin Junkin

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Town Clerk: Nancy J. Bozzato

4<sup>th</sup> Floor  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tel: 1-877-424-1300  
Fax: 519 826-3398

4<sup>e</sup> étage  
1 Stone Road West  
Guelph (Ontario) N1G 4Y2  
Tél. : 1-877-424-1300  
Télec. : 519 826-3398



## Rural Programs Branch

December 18, 2019

Our File: 2019-04-1-1320457802

Jason Marr  
jmarr@pelham.ca

### Re: Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream – Transfer Payment Agreement

I am pleased to provide you with the attached copy of the transfer payment agreement for your approved Rural and Northern Stream Project as well as a summary document outlining important information about your Agreement. Please review both documents carefully. If changes to the Agreement are required, these should be made before the Agreement is executed. Please contact your Project Analyst immediately to discuss any required revisions.

It is recommended that your council meet as soon as possible to authorize execution of the Agreement. The Province must receive two original signed copies of the Agreement, as well as a by-law authorizing execution of the agreement by municipal council representatives by no later than **Friday January 31, 2020**.

The by-law should reference the Investing in Canada Infrastructure Program Rural and Northern Funding Stream, the project and include the names of the designated signatories for the Agreement.

The designated signatories should sign both copies of the Agreement on page 6. You will also need to insert the titles of the designated signatories and affix the corporate seal (if applicable) in the signature area.

Once completed, please return the two original signed and sealed copies along with a copy of the authorizing by-law via courier by no later than **Friday January 31, 2020** to:

Ministry of Agriculture, Food and Rural Affairs  
Rural Programs Branch  
1 Stone Road West, 4NW  
Guelph, ON  
N1G 4Y2

An original copy of the Agreement will be returned to you by mail following execution by the Province.





Should you have any questions, please do not hesitate to call your Project Analyst, Andrea Neill, at 226-979-6384 or [Andrea.Neill@ontario.ca](mailto:Andrea.Neill@ontario.ca).

Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,



Joel Locklin  
Manager, Infrastructure Renewal Programs  
Rural Programs Branch

Attachments: Agreement  
Important Information regarding your ICIP Agreement  
Aboriginal Consultation Requirements

## IMPORTANT INFORMATION REGARDING YOUR AGREEMENT

**Project Description** - Please ensure the description of your project noted in Schedule “C” is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. The description in your Agreement supercedes all prior information shared with the Province, and only the work described in the Agreement will be funded, subject to eligibility requirements being met. If changes to the project description noted in Schedule “C” are required, please contact your Project Analyst immediately to request a revision.

**Insurance** - Article A10 of Schedule “A” outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, OMAFRA does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

**Reporting** - Schedule “D” provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding. The Province will direct the format and timelines for reporting. Regular reporting must be completed within the Transfer Payment Ontario platform.

**Cost Eligibility** – Schedule “E” sets out the costs that are eligible and ineligible under this funding agreement. No costs incurred prior to the Federal Approval Date set out in the Agreement are eligible for reimbursement. In order to qualify for payment, costs must be incurred and paid and must be submitted by March 31 of the year following the Funding Year in which they were incurred. Note that any costs associated with underground infrastructure and recreational trails are not eligible for funding.

**Communications / Signage** - Schedule “G” outlines the communication requirements for the project. As noted in Schedule “G”, funding provided by both the provincial and federal government must be recognized in the format of project signage. The Province and Canada will provide further instruction regarding signage shortly. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor.

**Aboriginal Consultation** - Schedule “I” outlines the Aboriginal Consultation requirements for the project. As noted in Schedule “I” any required Aboriginal Consultation must be complete prior to the start of any project construction work. In addition, capital costs are not eligible for reimbursement and no site preparation, removal of vegetation or construction can occur until Canada has confirmed in writing that it is satisfied that all federal duty to consult and environmental assessment requirements have been met. More details on Aboriginal Consultation Requirements are set out in the attachment to this document.

## **ABORIGINAL CONSULTATION REQUIREMENTS**

In consideration of the financial support for the Project, if notified by Canada or the Province your community must engage and consult with Aboriginal Groups that may have a potential interest in the Project. The Province intends to rely on this consultation process as much as possible. As part of this process, your community must disclose that financial assistance for the project is being provided by Ontario. You must also provide your Project Analyst with a summary of communications with Aboriginal Groups, including any issues or concerns that may be raised by any Aboriginal Group and an indication of how your community has addressed or proposes to address those issues or concerns. This information may be provided in the form of the template consultation log and tracking chart provided by Canada (if applicable).

If in the future changes to the nature, scope, design or location of the Project are being considered, you must immediately notify your Project Analyst so that the Province may determine whether the proposed change impacts the duty to consult. Your community must also cease all construction activities if at any time during construction archaeological resources are found; other impacts that could affect Aboriginal or treaty rights emerge; or you are contacted by any Aboriginal Group expressing concerns about the project and potential impacts on rights.

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
RURAL AND NORTHERN STREAM**

**THIS TRANSFER PAYMENT AGREEMENT** for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of the Province of Ontario,**  
represented by the Minister of Agriculture, Food and Rural Affairs

(“**Ontario**” or the “**Province**”)

- and -

**THE CORP OF THE TOWN OF PELHAM**

*Otherwise known as  
The Corporation of the Town of Pelham*

**(CRA#108078627)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern

communities by responding to their specific needs.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a rural and northern stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as defined in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

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

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency;
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or
- (d) The Agreement and the *Rural and Northern Communities Funding Stream Ontario Program Guidelines* of March 2019 (“the Guidelines”), the Agreement will prevail.

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

**4.1 Amending the Agreement.** Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

**4.2 Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

## 5.0 ACKNOWLEDGEMENT

### 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) the Recipient has read and understood the Bilateral Agreement;
- (h) changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the Bilateral Agreement;
- (i) entering into of the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and
- (j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

### 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## **6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA**

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**



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

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF ONTARIO**, represented by the Minister of  
Agriculture, Food and Rural Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Ernie Hardeman  
Title: Minister of Agriculture, Food and Rural Affairs

AFFIX  
CORPORATE  
SEAL

**THE CORP OF THE TOWN OF PELHAM**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

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

### **A.1.0 INTERPRETATION AND DEFINITIONS**

#### **A.1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### **A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section 1.1.1 (Definitions).

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

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday;

Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

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

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

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

**“Eligible Expenditures”** means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

**“Evaluation”** means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiry Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved the Project

identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

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

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount set out Schedule “B” (Specific Information).

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

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or

agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

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

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Timelines”** means the Project schedule described in Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

**“Total Financial Assistance”** means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;
- (e) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the Guidelines, including the financial, contractual and reporting requirements; and
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

### A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with

the progress of the Project;

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
  - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
  - (ii) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and
  - (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada's failure to make payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Federal Approval Date;
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If the Province provides Funds before the Recipient's



immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.

**A.4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from the Funds;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds fifty percent of Total Eligible Expenditures (as identified in Schedule "C"), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce its contribution under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A.4.9 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain a maximum of 10% of the provincial funding in respect of the Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

## **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

**A.7.4 Records Review.** The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

**A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;

- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

**A.7.7 No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

**A.7.8 Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

**A.7.9 Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

**A.7.10 Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

**A.7.11 Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

**A.7.12 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

**A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

**A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

**A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

**A.9.4 Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 Proof of Insurance.** At the Province's request, the Recipient will:

- (a) provide to the Province, either:
  - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any



of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any costs for the Project without the Province's prior written consent;
- (b) cancel all further instalments of Funds;
- (c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) Subject to the limits of the Bilateral Agreement, determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and
  - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project or to discontinue the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient plus Interest Earned;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;

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

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

**A.14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

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

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.
- A.14.6 **Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

#### **A.15.0 NOTICE**

- A.15.1 **Notice in Writing and Addressed.** Notice will be:
- (a) in writing;
  - (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
  - (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.
- A.15.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
  - (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.
- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
  - (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

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

#### **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

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

#### **A.21.0 GOVERNING LAW**

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.22.0 FURTHER ASSURANCES**

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

- A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- A.24.2 **Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- A.25.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
  - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
  - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
  - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

#### **A.26.0 SURVIVAL**

- A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5

(Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012*;
  - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
  - (iii) other applicable agreements between Canada and Aboriginal Communities.

## **A.28.0 ABORIGINAL CONSULTATION**

**A.28.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

**A.28.2 Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal



Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

**A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

## **A.29.0 COMMITTEE**

**A.29.1 Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

**A.29.2 Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

## **A.30.0 DISPUTE RESOLUTION**

**A.30.1 Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

#### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
    - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
    - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
    - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
    - (iv) any other Reports requested by the Province in the format specified.
  - (b) prior to submitting a request for payment in respect of the Project under the Agreement,

- (i) the Recipient having provided the Province with written confirmation that:
  - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
  - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
  - c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

**[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

## SCHEDULE “B” SPECIFIC INFORMATION

### B.1.0 EXPIRATION DATE

**B.1.1 Expiration date.** The Expiration Date is March 31, 2028.

### B.2.0 MAXIMUM FUNDS

**B.2.1 Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

### B.3.0 ONTARIO’S MAXIMUM CONTRIBUTION

**B.3.1 Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$1,666,500.00, rounded to two decimal places.

### B.4.0 CANADA’S MAXIMUM CONTRIBUTION

**B.4.1 Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$2,500,000.00, rounded to two decimal places.

### B.5.0 ADDRESSEES

**B.5.1 Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p><b>Email:</b> ICIPRural@ontario.ca</p>
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<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> Town of Pelham PO Box 400, 20 Pelham Town Square Fonthill, Ontario L0S 1E0</p> <p>Attention: Jason Marr, Director Public Works</p> <p><b>Email:</b> jmarr@pelham.ca</p>
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**[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES  
AND PROJECT STANDARDS FOLLOWS]**

## SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

### C.1.0 PROJECT DESCRIPTION

This project will reconstruct approximately 3 kilometres of Pelham Street from Pelham Street South to the Pelham boundary with the City of Welland, approximately 150 metres south of Quaker Road. The project involves reconstruction of the roadway including the construction of concrete curb and gutter, concrete sidewalk, new pavement structure, vertical realignment, new granular base and asphalt pavement. New bike lanes, pedestrian crossings and street lighting will also be included in this project. Installation of storm sewers, watermain and landscaping/beautification work above pre-existing condition are ineligible costs.

### C.2.0 FINANCIAL INFORMATION

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means \$5,000,000.00, rounded to two decimal places.

**C.2.2 Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places.

**C.2.3 Percentage of Federal Support.** Percentage of Federal Support means 50%, rounded to two decimal places.

### C.3.0 TIMELINES

**C.3.1 Federal Approval Date.** Federal approval date means September 4, 2019.

### C.4.0 PROJECT STANDARDS

**C.4.1 Canada’s Requirements.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

**C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.5.2 Minor Changes to the Project Description, Financial Information, Timelines and Project Standards.** Subject to sections C.5.1 (Province's and Canada's Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule "C" (Project Description, Financial Information, Timelines and Project Standards).
- C.5.3 Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards.** Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

**D.1.1 Reporting Requirements.** Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.
- (b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

- (c) **Final Report.** The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.



The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

- (d) **Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:
- (i) Climate Change Resilience Assessments;
  - (ii) Greenhouse Gas Emissions Assessments; and
  - (iii) Community Employment Benefit Assessments.

## **D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)**

D.2.1 **Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) that, in the opinion of the Province, are minor.

D.2.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

## **D.3.0 COMPLIANCE AUDIT(S)**

D.3.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, the audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project’s progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**

## **SCHEDULE “E”**

### **ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

#### **E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province’s and Canada’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but include:

- a) Costs directly associated with joint communication activities that are set out in Schedule “G” (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
- b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- c) The incremental costs of the Recipient’s staff or employees provided that:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
  - ii. The arrangement is approved in advance in writing by the Province and Canada.
- d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

#### **E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts awarded or executed prior to the Federal Approval Date;

- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
  - i. Land,
  - ii. Buildings, or
  - iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Costs related to any underground infrastructure;
- l) Costs related to recreational trails;
- m) Real estate fees and related costs;
- n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;
- q) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;
- s) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- t) Taxes of any kind;
- u) Costs of relocating entire communities;
- v) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- w) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- x) Costs incurred contrary to Article 5 of Schedule “A” (Recipient’s Acquisition of Goods and Services and Disposal of Assets);
- y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.
- z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:
  - (i) Housing;
  - (ii) An early learning and childcare facility;
  - (iii) A health facility, or an education facility;
  - (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action, as approved by Canada;
  - (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or
  - (vi) Resource development infrastructure, notably industrial resource development access roads.

**[SCHEDULE “F” – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at



<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

### I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

**“Aboriginal Community”**, also known as “Aboriginal Group”, includes First Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

**“Section 35 Duty”** means any duty the Province and Canada may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

### I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

### I.3.0 PROVINCE’S ROLES AND RESPONSIBILITIES

The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

### I.4.0 RECIPIENT’S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the Recipient or the Province or Canada. Such notice must include language

- specifying that the Province and Canada are providing funding for the Project and that the Recipient is acting as the Province's and Canada's delegate for the purposes of the procedural aspects of consultation;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
  - (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
  - (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
  - (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
  - (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
  - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
  - (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
  - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
  - (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
  - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
  - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province's request;
  - (m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding

- the Project and reporting to the Province and Canada any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province and Canada during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province and Canada the results of such discussions prior to implementing any applicable accommodation measures;
  - (o) Complying with the Province's or Canada's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province or Canada or both may require; and
  - (p) In Contracts, expressly securing the Recipient's right to respond to directions from the Province or Canada or both as the Province or Canada or both may provide.

#### **I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.**

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province and Canada, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province and Canada with complete and accurate copies of such records upon request;
- (c) Provide the Province and Canada with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province and Canada of any contact by any Aboriginal Groups regarding the Project of any nature and provide copies to the Province and Canada of any documentation received from Aboriginal Groups;
- (e) Advise the Province and Canada immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes so aware;
- (f) Immediately notify the Province and Canada if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province and Canada with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province or Canada; and
- (h) If applicable, advise the Province and Canada if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**I.6.0 ASSISTING THE PROVINCE AND CANADA.**

The Recipient shall, upon request, lend assistance to the Province and Canada by filing records and other appropriate evidence of the activities undertaken both by the Province, Canada and the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province or Canada and by the Recipient, to the relevant regulatory or judicial decision-makers.

**I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS**

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or Canada or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

**I.8.0 NO SUBSTITUTION**

This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province and Canada is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, Canada and provincial and federal ministries, boards, agencies and other regulatory decision-makers.

**I.9.0 NOTICES IN RELATION TO THIS SCHEDULE**

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule “B” of this Agreement.

**[SCHEDULE “J” – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES  
FOLLOWS]**



## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule “A” (Final Payment).

### **J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

### **J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
- (b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
- (c) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (d) such other information as the Province may request.

#### **J.4.0 PAYMENTS**

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
  - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
  - (d) compliance with all applicable audit requirements under the Agreement; and
  - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 of this Schedule “J” (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
  - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

**J.6.1 Final Reconciliation and Adjustments.** For the Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

**J.7.1 Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.8.0 FINAL PAYMENT**

**J.8.1 Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## SCHEDULE “K” COMMITTEE

### K.1.0 ESTABLISHMENT OF COMMITTEE

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

### K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

#### K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

#### K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
BY-LAW #4188 (2020)

**Being a by-law authorizing the Mayor and Clerk or designate to enter into an agreement with Her Majesty The Queen in Right of the Province of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream**

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into an Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs (the Minister), for the purposes of reconstructing approximately three (3) kilometres of Pelham Street from Pelham Street South to approximately 150 metres south of Quaker Road;

AND WHEREAS the Minister has approved a contribution for the Corporation of the Town of Pelham for the reconstruction of Pelham Street, as detailed in the Agreement appended hereto;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Agreement attached hereto and made part of this by-law between the Corporation of the Town of Pelham and the Minister be and the same is hereby approved.
- (2) THAT the Mayor and Clerk or designate be and are hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Agreement and the Clerk or designate is hereby authorized to affix the Corporate Seal thereto.
- (3) THAT this by-law shall come into force and take effect immediately upon passing.

ENACTED, SIGNED AND SEALED THIS  
13<sup>th</sup> DAY OF JANUARY, 2020 A.D.

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MAYOR MARVIN JUNKIN

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CLERK NANCY J. BOZZATO





December 13, 2019

David Cribbs, CAO  
Town of Pelham  
20 Pelham Town Square  
Fonthill ON  
L0S 1E0

Dear Mr. Cribbs;

In 2016, following the motions of current airport owner municipalities to explore transfer of ownership of the airport(s), Niagara Regional Council approved in principle to adopt sole responsibility of both the Niagara District Airport (NDA) and the Niagara Central Dorothy Rungeling Airport (NCDRA) subject to the completion of a Phase 2 Environmental Assessment (EA) on each airport. In 2018 the results of the Phase 2 EAs indicated that further tests were required, but that there were no soil or groundwater impacts identified requiring immediate action or remediation.

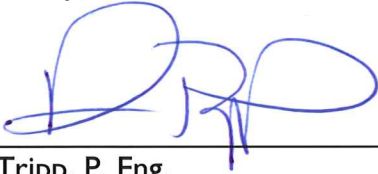
In May 2019, Regional Council was given an update on the project, and made a motion to move forward with developing a terms of transfer of ownership and a full cost assessment that could be considered by Regional Council in making a further decision. The terms of transfer were created by a representation of CAOs from current owner, non-owner municipalities and the Region which comprise the airport CAO taskforce. The terms of transfer were brought back to Regional Council as a unified position of the CAO taskforce, to be the starting point for the transfer of ownership. In September of 2019, Regional Council passed the following motions:

That Report CSD 62-2019, dated September 11, 2019, respecting Airport Project Update – Terms of Transfer Negotiations, **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That Regional Council **APPROVE** the transition to sole ownership of NDA based on the Terms of Transfer outlined in Appendix I of Report CSD 62-2019, to be amended to include governance structure, master plans and a proposed transfer date of January 1, 2021 with consideration of Regional staff additions, and subject to 2021 budget approval;
2. That Regional Council **APPROVE** the transition to sole ownership of NCDRA based on the Terms of Transfer in Appendix I of Report CSD 62-2019, to be amended to include governance structure, master plans and a proposed transfer date of January 1, 2021 with consideration of Regional staff additions, and subject to 2021 budget approval;
3. That Airport Operations **BE REFERRED** for consideration as part of the 2021 budget process; and
4. That, pending approval of recommendations 1 and 2, staff will conduct the necessary due diligence to inform a formal transfer of assets and the results will **BE REFERRED** to Council for information

The next steps in this project are to bring forward to Regional Council a consultant's report that was commissioned by the Region's Economic Development division. The objective of this report was to identify the potential business opportunities for each airport and the corresponding estimated investments required. Regional Council has identified the need for a Master plan on both airports, which will be initiated in 2020, and a preferred governance model will be developed. All of these items will be brought forward to Regional Council to obtain their final decision on whether or not to move forward with taking ownership of the airport(s). The approximate timelines for this final decision is estimated for the summer of 2020, to will align with the proposed January 1, 2021 transfer of ownership date.

Respectfully,



Ron Tripp, P. Eng.  
Acting Chief Administrative Officer



# The Corporation of The Town of Amherstburg

November 25, 2019

VIA EMAIL

Ministry of the Attorney General  
McMurtry-Scott Building  
720 Bay St., 11<sup>th</sup> Floor  
Toronto, ON  
M7A 2S9

**Re: Joint and Several Liability Consultation – Town of Amherstburg Support**

At its meeting of October 15<sup>th</sup>, 2019, Amherstburg Town Council supported the Township of Springwater's Resolution regarding Joint and Several Liability Consultation ***with the exception of Section 2e – Law Society of Ontario Charges***; the Town of Amherstburg does not support this section.

cc:  
Doug Ford, Premier of Ontario  
Association of Ontario Municipalities (AMO)  
Ontario Municipalities  
Taras Natyshak, MPP, Essex  
Chris Lewis, MP, Essex

Encl: Correspondence – Joint and Several Liability Consultation – Township of Springwater

Regards,

Tammy Fowkes  
Deputy Clerk  
[tfowkes@amherstburg.ca](mailto:tfowkes@amherstburg.ca)

September 26, 2019

Ministry of the Attorney General  
McMurtry-Scott Building  
720 Bay Street, 11th Floor  
Toronto ON, M7A 2S9

**Re: Joint and Several Liability Consultation**

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Please be advised that in response to your letter dated July 12, 2019, the Township of Springwater provides the following comments in regards to Joint and Several Liability.

***1. Please describe the nature of the problem as you see it?***

In response to the Province's request for consultation, the Township has a significant issue with Joint and Several Liability (JSL) and the impact it has on the municipality.

***a. No Requirement of Proof***

JSL is a tool that is used by the legal industry without any discretion to the point that this municipality feels that its use is negligent and in fact unethical. Most law suits that municipalities see are frivolous and vexatious as lawyers cast their nets wide and attempt to use shotgun justice for their clients that are more than often the sole cause of a claim. A statement of claim does not require any proof that there is fault. A plaintiff only has to state who they think is involved and a significant amount of court time is spent determining who should be a party to the legal claim.

***b. No Consequence for Being Wrongly Identified in a Statement of Claim***

To add to this, there is no consequence that lawyers and their clients face for submitting a claim against a municipality when it is clear that a municipality is not involved. Municipalities incur significant administrative costs in managing these claims and the municipalities and their insurers pay significant costs to go through a lengthy process to prove that a claim was made in error (intentionally) only to find that a judge sees no reason to compensate a municipality for cost for incorrectly being named in a lawsuit by a plaintiff. Municipalities are seen as having deep pockets by the legal industry as well as the judicial system that makes decisions on these claims. Proof of innocence is often furnished to the plaintiff and lawyer by a municipality immediately upon notification of a pending legal action of statement of claim. This information is ignored by the plaintiff's lawyer. A plaintiff and their lawyer should have to reimburse a municipality for

all administrative and legal costs when the municipality is cleared of liability. Judges rarely compensate municipalities for being wrongly named in a legal action.

A recent example from 2019 occurred when a statement of claim was made against the Township of Springwater for an accident on a County Road (not the jurisdiction of Springwater). After legal and administrative costs totaling more than \$5,000, Springwater was dismissed from the claim. Unfortunately no costs were assigned to the plaintiff for wrongly naming Springwater in the statement of claim. The current system is broken and Springwater tax payers are left paying the bill.

## ***2. What are the problems that you need addressed to benefit your community?***

### ***a. Ethical Standard of Due Diligence Required Before Submitting a Legal Action***

Lawyer's representing plaintiff's should be required to submit documentation that provides significant research into why a claim is being made and a municipality is being named in a law suit. The claim should clearly prove authority and responsibility. The current practice of naming every party under the sun in a legal claim is negligent and unethical.

### ***b. Frivolous and Vexatious Suits are Costing Taxpayers***

The Township of Springwater is seeing a significant waste of administrative time and cost in managing legal claims against the municipality that are predominantly frivolous and vexatious due to JSL. Over the last seven years, the municipality has had 55 claims made against the municipality. These claims range from trips/falls resulting in broken eyeglasses to cases that unfortunately involve loss of life. The Township has no problem dealing with claims that the municipality is responsible for; however the Township does have a problem dealing with claims it does not have any responsibility for. Of the 55 claims against the municipality, 42 of these claims are frivolous and vexatious. Claims that the municipality has no responsibility for. Over the past 7 years, Springwater has paid more than \$100,000 on these frivolous and vexatious claims as they work themselves through the legal process. Many of these files are still open. This does not include additional costs paid by Springwater's insurance company that are beyond the municipality's deductible.

### ***c. Negligent Legal Actions (Beyond Frivolous and Vexatious)***

The Township of Springwater is currently named in 4 legal actions and an additional legal action (recently abandoned) for claims that occurred in another municipality (no where near Springwater). The Township is currently named in 3 claims that occurred in the Township of Clearview west of Stayner and one claim in the Township of Brock that have nothing to do with the Township. Springwater was named in a claim that occurred

in Wasaga Beach that was abandoned recently. All of these claims cost the Springwater taxpayer in administrative and legal costs as they work their way through the process.

*d. Triage System for Claims*

Before a claim makes it to a court date, the file should be triaged. It is at this stage that negligent of frivolous and vexatious claims will be filtered or thrown out. This process will trigger the reimbursement of costs to municipalities by unethical law firms.

*e. Law Society of Ontario Charges*

Lawyers that use JSL in an unethical way should be charged by the Law Society of Ontario. If a lawyer names a municipality in a legal action that should not be named, these lawyers should be suspended and potentially lose their license to practice law. There is a significant commonality when comparing frivolous and vexatious claims and the law firms/lawyers that submit them. The current code of ethics of the Law Society of Ontario should be updated by the Province to reprimand lawyers and law firms that negligently use JSL. The Province of Ontario should be involved in creating a new Code of Ethics for Ontario's legal industry.

**3. Is it increased premiums? Rising deductibles?**

A recent survey by CAO's in Simcoe County shows that insurance premiums are going up between 10% at the lowest to 59% being the highest in 2019. The Township of Springwater experienced a 10.8% increase in its 2019 insurance renewal. The area that typically sees an annual increase is related to the Municipal General Liability and Excess Liability lines of the business. The municipality was advised by its insurance broker that "over the past several years, insurance companies' appetite for Municipal Insurance has remained fairly stable. Insurance rates across all lines have seen only modest increases intended to simply keep pace with inflation and the rising cost of claims. Larger rate increases have been reserved for those accounts experiencing adverse claims development; either in frequency or severity (or both). However, starting in June 2018, the insurance market as a whole has shown clear signs of "hardening". Insurance companies for all sectors are putting stricter rules in place regarding the amount and breadth of coverage they will provide, and to which clients. Since the overall insurance supply is being reduced, the demand for insurer capacity is increasing, and as such, prices are elevating."

The table below provides at a high level (includes all lines of coverage) the Township's annual insurance premiums over the past five years.



2015	2016	2017	2018	2019
\$234,942	\$247,262	\$254,388	\$274,936	\$304,688

The Township continues to consult with its insurance broker in an effort to ensure that Springwater's constituents are receiving the best value for their tax dollar; however, the rising costs of insurance are not sustainable over the long run. Staff and its insurance broker have looked at increasing our deductibles in an effort to reduce the overall premium; however this has led to minimal reductions in the overall annual premium to the Township.

#### ***4. Being unfairly named in lawsuits?***

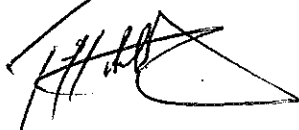
As detailed above, Springwater continues to be unfairly named in legal actions. Issues here range from a complete absence of research by legal firms on causality to the municipality being named in legal action in completely separate jurisdictions (other municipalities).

#### ***5. Feeling you cannot offer certain services because of liability risks?***

More recently, with the advice of the Township's insurance broker, the Township has changed the way in which it delivers some of its recreational programs/services, especially as it relates to children's programs/activities. For example, the Township in partnership with its Community Recreation Associations will host a number of community based events throughout the year, which includes children's activities. In order to allow inflatable Bouncy castles at community events, the Township now requires the service provider to indemnify the Township and to also provide staff to monitor the safety of participants while in the inflatable Bouncy castle. Some vendors are reluctant to take on this risk.

Thank you for allowing the Township to participate in this consultation. We are open to further dialogue should you feel it necessary.

Yours truly,



Jeff Schmidt, CPA, CGA, B.A.S.  
Chief Administrative Officer

Cc: Ontario Municipalities

Dear Mrs. Bozzato,

Thank you so much for the  
generous Town of Pelham Scholarship.

I will be attending Brock next year  
for a bachelor of science in  
kinesiology. I will also be participating  
in the Med Plus Program. The  
financial assistance you have  
provided will greatly help me to pay  
for expenses that arise as I  
continue my education!

Thank you so much for your generosity!

With sincere gratitude  
and appreciation.

Sincerely,  
Emily Bonisteel



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**MAYOR'S YOUTH ADVISORY COUNCIL  
MINUTES**

**MEETING DATE:** Tuesday, November 19, 2019  
4:15 p.m.  
Meridian Community Centre

**Attendance:** Sofia Labricciosa (Prime Minister),  
Ava Colangelo (Secretary),  
Ben Bonisteel (Promotions Minister),  
Natalie Anderson (Communications Officer),  
Parker Triano (Deputy Prime Minister),  
Olivia Warankie,  
Abbey Rittner,  
Mia Colangelo,  
Tyler Anderson,  
Adam Kleinsmith,  
Laura Tremeer,  
Merek Triano,  
Jenna Diab,  
Miria Diab,  
Emma Worrall,  
Aaron Bourdages,  
Kaitlyn Palmateer,  
Jessica Sung

**Absent:** Liam MacRae, Matthew Iannizzi, Mackenna Belding, Megan Metler, Ayden Mooney

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1. Declaration of Quorum and Call to Order

The Prime Minister, Sofia Labricciosa, declared a quorum and welcomed everyone to the meeting.

2. Adoption of the Agenda

Moved by: Ben Bonisteel



MINUTES – NOVEMBER 19 2019

Seconded by: Adam Kleinsmith

THAT the Agenda for the November 19, 2019 Pelham Mayor's Youth Advisory Council meeting be approved.

CARRIED

3. Approval of Minutes

THAT the Minutes for October 22, 2019 Pelham Mayor's Youth Advisory Council meeting be approved.

Moved by: Oliva Wrankie

Seconded by: Laura Tremeer

CARRIED

4. Halloween Skate Debrief

- MYAC felt that this event was overall, successful
- approximately 120 people attended the skate
- Sofia spoke about MYAC member commitment and emphasized the need for attendance at MYAC run events

5. Brock Study and Pizza

- Sofia expressed her gratitude for the amount of surveys brought in by MYAC members.
- pizza/snacks as a reward for doing the survey will be at the December meeting

6. Social Media Contest

- Lauren Gallant from REACT Niagara spoke about the components of a successful social media/ online giveaways

7. Sub Committees

- informed that an outdoor rink already existed at the fenwick fire hall, so MYAC decided to change their previous long term goal for an ice rink to a short term goal. This committee will take part in the pre-existing Ice rink.
- MYAC then agreed on chairs for the subcommittees.
- coffee house
  - Sofia
  - Ava
  - \*\*ADD NATALIE AS MEMBER



Mayor's Youth Advisory Council

MINUTES – NOVEMBER 19 2019

- Youth Forum
  - Olivia
  - Kaitlyn
- Ice Rink
  - Ben
  - Jenna

Moved by: Ben Bonisteel  
Seconded by: Jenna Diab

THAT the above members are assigned as MYAC's chairs for the sub-committees of the 2019-2020 term.

8. Christmas Parade

- Costumes: Adam (Olaf), Jenna (Elsa), Ben (Kristof), Olivia (Anna)
- Candy: Ava, Abbey, Aaron, Tyler, Miria, Merek, Mia, Laura

9. Christmas Market

- MYAC members are no longer needed as volunteers, but are welcome to attend

10. Remind code & Sign up

- MYAC members were invited to join a Remind messaging system for notifications and reminders for MYAC events.
- Anyone who was not at the meeting or who did not sign up are to email Natalie or Sofia for the phone number and code.

11. Tie-dye at Next Meeting

- MYAC was reminded to dress accordingly for this activity at the December meeting

12. Other Business

- Let Brittany know if you were on a Town Sub Committee last year and no longer wish to attend the meetings, for email purposes. Otherwise, members are welcome to continue attending the meetings but are reminded that they no longer have a vote.
- Follow and share the MYAC Social Media Pages
  - **Instagram:** Pelham\_MYAC
  - **Facebook:** PMYAC
  - **Facebook:** PMYAC

11. Next Meeting



Mayor's Youth Advisory Council

MYAC Regular Meeting scheduled for Tuesday, December 17<sup>th</sup>, 2019 at 4:15 p.m.

## 12. Adjournment

Moved by: Kaitlyn Palmateer

Seconded by: Emma Worrall

THAT the meeting of the Pelham Mayor's Youth Advisory Council November 19th, 2019 is now adjourned.

CARRIED

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## Other Information

### Upcoming Meeting Dates & Events:

- MYAC Executive Meeting TBD @ 4:15pm in the Boardroom at MCC
- MYAC Regular Meeting December 17, 2019 @ 4:15pm in Kinsmen Room at MCC



Mayor's Youth Advisory Council

**Pelham Audit Committee**

**Minutes**

**Meeting #:** PAC-02/2019  
**Date:** Monday, July 15, 2019  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present** John Wink, Chair  
Marianne Stewart  
Ron Kore  
Michael Cottenden

**Regrets** Bill Crumm

**Staff Present** Teresa Quinlin  
Charlotte Tunikaitis  
Holly Willford

**Other** Bea Clark and other interested parties

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**1. Call to Order and Declaration of Quorum**

Noting that a quorum was present, the Chair called the meeting to order at approximately 3:32 p.m.

**2. Approval of Agenda**

**Moved By** Marianne Stewart  
**Seconded By** Ron Kore

**THAT the agenda for the July 15th, 2019 regular meeting of the Pelham Audit Committee be adopted, as circulated.**

**Carried**

**3. Declaration of Pecuniary Interest and General Nature**

None.

**4. Approval of Minutes**

**Moved By** Marianne Stewart

**Seconded By** Ron Kore

**THAT the minutes of the May 13, 2019, Pelham Audit Committee be approved.**

**Carried**

**5. Business Arising From Minutes**

none.

**6. New Business**

**6.1 Review Terms of Reference**

Chair Wink welcomed and introduced Bea Clark to the Committee. Mrs. Clark stated she has been invited to help the Committee review its' Terms of Reference and help develop goals and priorities.

Through discussion it was determined the Committee would like to:

- Provide oversight
- Review Town finances
- Simplify Town financial information
- Assist in selecting an auditor
- Review the yearly audit
- Review risk management
- Review and provide input into Town financial policies

**Moved By** Ron Kore

**Seconded By** Marianne Stewart



**THAT the Committee delegate Bea Clark and Michael Cottenden to review and propose revisions to the Terms of Reference; and**

**THAT the proposed revised Terms of Reference be presented to the Committee for review at the next scheduled meeting**

**Carried**

**Moved By Marianne Stewart**

**Seconded By: Michael Cottenden**

**THAT the Committee recommend the Pelham Audit Committee be renamed to the Pelham Finance and Audit Committee**

**Carried**

## **6.2 2019-2022 Meeting Schedule**

Through discussion it was determined the up-coming meeting agenda templates should include a section for: audit, operating financial report, capital report, MCC operating financial report, reserves, and transit operating financial report.

**Moved By Ron Kore**

**Seconded By Michael Cottenden**

**THAT the Pelham Audit Committee meet once in September, October and November; and**

**THAT the Committee will revisit the Meeting Schedule for 2020.**

**Carried**

## **6.3 Development of Committee's Goals and Priorities**

Through discussion it was determined the Committee would develop goals and priorities at the next meeting.

**Moved By Ron Kore**

**Seconded By Marianne Stewart**



**THAT the creation of the Pelham Audit Committee's Goals and Priorities are deferred until the next meeting**

**Carried**

**7. Unfinished Business**

None.

**8. Adjournment**

**Moved By:** Michael Cottenden

**Seconded By** Ron Kore

**THAT this Regular Meeting of the Pelham Audit Committee be adjourned.**

**Carried**

  
Chair, John Wink  
Deputy Clerk, Holly Willford





**Pelham Audit Committee**

**Minutes**

**Meeting #:** PAC-03/2019  
**Date:** Wednesday, September 11, 2019  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present** John Wink, Chair  
Marianne Stewart  
Ron Kore  
Michael Cottenden  
Bill Crumm

**Staff Present** David Cribbs  
Teresa Quinlin  
Charlotte Tunikaitis  
Holly Willford

**Other** Bea Clark and other interested parties

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**1. Call to Order and Declaration of Quorum**

Noting that a quorum was present, Chair Wink called the meeting to order at approximately 4:00 p.m.

**2. Approval of Agenda**

**Moved By** Ron Kore

**Seconded By** Bill Crumm

**THAT the agenda for the September 11th, 2019 regular meeting of the Pelham Audit Committee be adopted, as circulated.**

**Carried**

**3. Declaration of Pecuniary Interest and General Nature**

None.

**4. Approval of Minutes**

**Moved By** Marianne Stewart

**Seconded By** Michael Cottenden

**THAT the minutes of the July 15th, 2019, Pelham Audit Committee be approved.**

**Carried**

**4.1 PAC-02/2019 Audit Committee Minutes of July 15, 2019**

**5. Business Arising From Minutes**

None.

**6. Audit**

None.

**7. Operating Financial Report**

The Committee reviewed the Operating Financial Report dated July 31<sup>st</sup>, 2019.

The Committee requested further explanation regarding supplemental tax bills and other tax revenue. David Cribbs, CAO and Teresa Quinlin, Treasurer explained the supplemental tax bill process to the Committee and how the Town receives tax revenue from new development.

Through discussion, the Committee requested the Treasurer provide a separate Grant Report to be brought to the Committee for review.

**8. MCC Operating Financial Report**

The Committee reviewed the Meridian Community Centre ("MCC") Financial Report dated July 31<sup>st</sup>, 2019.

Teresa Quinlin, Treasurer indicated the MCC utilities expenses are currently under budget and the Town received a credit in the amount of \$66,000.00 from Hydro One.

The Committee discussed Development Charges (“DC”) and the role in which DC are going to assist in paying down the Town’s debt. David Cribbs, CAO explained to the Committee the Province is changing how DC may be collected by the municipality. Community Benefit Charges may be collected instead of DC.

Member, Crumm left the meeting.

**9. Transit Operating Financial Report**

The Committee reviewed the Transit Operating Financial Report dated July 31<sup>st</sup>, 2019.

The Committee discussed briefly how the Town of Pelham transit system operates and that the Town will be tendering for a second bus in the near future.

**10. Capital Report**

The Committee reviewed the 2019 Capital Projects – Second Quarter Report to the end of June, 2019. Teresa Quinlin, Treasurer indicated the majority of the 2019 projects have been procured (only three (3) projects currently going through the procurement process) or deferred.

**11. Reserves**

The Committee requested information regarding the Reserves for the next meeting.

**12. New Business**

None.

**13. Unfinished Business**

**13.1 Review Terms of Reference**

Bea Clark indicated her and Michael Cottenden reviewed Committee’s current Terms of Reference and revised the Terms of Reference to be shorter and more concise. Ms. Clark indicated the review focused primarily on the Committee’s mandate.

**Moved By** Marianne Stewart

**Seconded By** Michael Cottenden





**THAT the Committee recommend the revised Terms of Reference be adopted by Council**

**Carried**

**13.2 Development of Committee's Goals and Priorities**

Bea Clark suggested she come back to the next meeting to discuss the Committee's Goals and Priorities.

**Moved By Marianne Stewart**

**Seconded By Ron Kore**

**THAT the creation of the Pelham Audit Committee's Goals and Priorities are deferred until the next meeting**

**Carried**

**14. Next Meeting**

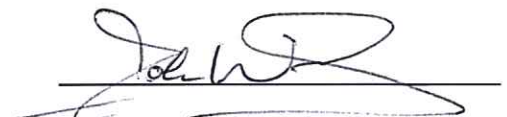
**15. Adjournment**

**Moved By Michael Cottenden**

**Seconded By Marianne Stewart**

**THAT this Regular Meeting of the Pelham Audit Committee be adjourned.**

**Carried**

  
Chair, John Wink

  
Deputy Clerk, Holly Willford

## **PELHAM AUDIT COMMITTEE MINUTES**

**Meeting #:** PAC-04/2019  
**Date:** Wednesday, October 16, 2019  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present:** John Wink, Chair  
Marianne Stewart  
Ron Kore  
Bill Crumm  
Michael Cottenden

**Staff Present:** Teresa Quinlin,  
Charlotte Tunikaitis  
Holly Willford

**Other:** None

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### **1. Call to Order and Declaration of Quorum**

Noting that a quorum was present, Chair Wink called the meeting to order at approximately 4:00 p.m.

### **2. Approval of Agenda**

Through consensus, it was determined item 13.1 Development of Committee's Goals and Priorities would be deferred to a future meeting when Ms. Bea Clark is available to facilitate the discussion.

The Committee requested a separate grant summary report and a debenture report. Through discussion, it was determined an additional Committee Meeting in December would be required to discuss financial reports. Staff was directed to poll the Committee Members and to organize a December 2019 meeting date.

**Moved By Michael Cottenden**

**Seconded By Bill Crumm**

**THAT the agenda for the October 16th, 2019 regular meeting of the Pelham Audit Committee be adopted, as amended.**

**Carried**

**3. Declaration of Pecuniary Interest and General Nature**

None.

**4. Approval of Minutes**

The Committee discussed further revising the Terms of Reference to ensure the Committee is required to review all debentures prior to Council approval, include the risk management framework plan and that Council may direct the Committee to review and report back on any financial matter.

**Moved By Bill Crumm**

**Seconded By Michael Cottenden**

**THAT the Terms of Reference be revised to include language that indicates the Committee is required to review all debentures prior to Council approval, include the risk management framework plan and that Council may direct the Committee to review and report back on any financial matter**

**Carried**

**Moved By Ron Kore**

**Seconded By Marianne Stewart**

**THAT the minutes of the September 11th, 2019, Pelham Audit Committee be approved.**

**Carried**

**5. Business Arising From Minutes**

None.

**6. Audit**

None.



**7. Operating Financial Report**

The Committee reviewed the Operating Financial Report dated August 31<sup>st</sup>, 2019.

The Committee discussed the various line numbers, with one member suggesting the miscellaneous item be broken down. In response, the Treasurer indicated the miscellaneous category mostly represented tax certificates.

**8. MCC Operating Financial Report**

The Committee reviewed the Meridian Community Centre ("MCC") Financial Report dated August 31<sup>st</sup>, 2019.

The Committee discussed development charges and the role of land sales to offset the cost of the MCC. In addition, the Committee discussed the two ice pads at the MCC and the potential of summer ice rentals.

**9. Transit Operating Financial Report**

The Committee reviewed the Transit Operating Financial Report dated August 31<sup>st</sup>, 2019.

Teresa Quinlin, Treasurer and Director of Corporate Services indicated the Niagara Region will present to Council a potential partnership for 'transit on demand'. Ms. Quinlin indicated the potential partnership would not affect the Town's grant.

The Committee also discussed ridership and pricing.

**10. Capital Report**

None.

**11. Reserves**

The Committee reviewed the Reserves and Reserve Funds 2020 Budget materials.

The Committee discussed the reserves and potential reserve targets. The Treasurer and Deputy Treasurer indicated their Department is currently working on a Reserve Policy, which will be presented to the Committee prior to Council Consideration.

**12. New Business**

None.

**13. Unfinished Business**

**13.1 Development of Committee's Goals and Priorities**

Development of Committee's Goals and Priorities will be deferred until Ms. Bea Clark is available to facilitate the discussion.

**14. Next Meeting**

The Committee will meet on November 20, 2019 and staff will conduct a poll and schedule a December 2019 meeting date.


**15. Adjournment**

**Moved By** Bill Crumm

**Seconded By** Michael Cottenden

**THAT this Regular Meeting of the Pelham Audit Committee be adjourned.**

**Carried**

  
Chair, John Wink  
Deputy Clerk, Holly Willford



**TERMS OF REFERENCE****PELHAM FINANCE & AUDIT COMMITTEE****STRATEGIC GOAL: ENHANCE THE QUALITY OF LIFE IN OUR TOWN****DEPARTMENTAL REPORTING: ADMINISTRATION DIVISION, CHIEF ADMINISTRATIVE OFFICER****PURPOSE**

A committee of Council which provides oversight, advice and guidance to Council and Town staff regarding: the selection of auditors, the annual audited financial statement, financial policies and reporting practices, and risk management considerations.

**MANDATE:**

The Finance and Audit Committee will provide oversight of and make recommendations as required for:

1. The Audit Function, including
  - Selection and appointment of auditors
  - Audit results and the management letter
2. Financial Reporting, including
  - Regular financial reports, related to operations, capital, assets, reserves and transit
3. Risk Management Considerations, including
  - Policies governing risk management
  - The Town's major risk exposures and mitigation options
  - Review all debentures prior to Council approval
  - Review the risk management framework plan
4. Provide Guidance to Council and Town staff regarding financial controls
  - Council may direct the Committee to review and report back to Council on any financial matter

**Membership**

The Finance and Audit Committee is an advisory committee of Council and is comprised of three Councillors, Town of Pelham and two citizen representatives.

The citizen representatives must meet the following criteria to be eligible for appointment:

**Administration  
Services**



- Satisfactory police check
- Resident of the Town of Pelham
- Possess a Chartered Professional Accountant (CPA) designation in good standing and a graduate of a recognized postsecondary institution
- Be independent and willing to challenge Council and Town staff when necessary
- Have an aptitude for complex organizational effectiveness and governance and an awareness of the Town's operations
- Have a general understanding of the Town's major economic, operating and financial risks
- Understand the difference between the oversight function of the Committee and the decision-making function of Council and Town staff
- Must sign a confidentiality agreement

The following Meeting Protocols shall apply:

- Quorum for meetings of the committee shall be determined according to the Town's Procedural By-law, and declared by the chair. Approval of any motion shall require 50% plus one of the voting members in attendance at the meeting.
- If quorum is not attained within 15 minutes of the scheduled start time of the meeting, no actions or recommendations emanating from a meeting have any force or effect.
- Minutes shall be recorded and retained by the staff designate, and copies shall be forwarded to Town Council for information after committee approval.
- The Committee reports directly to the Town Council via minutes of its meetings, presentations as requested and/or as deemed necessary, and through the provision of a quarterly report to Town Council.
- The committee will appoint a chair who will serve throughout the appointment term.
- Recommendations for Council shall be forwarded in resolution form, under the signature of the Chair.
- Meeting protocols shall be conducted in accordance with the Municipal Act.
- All meetings shall be open to the public and closed session meetings shall only be permitted under the provisions of the Municipal Act, and if so convened shall not be held in the absence of the staff appointee. Meeting dates shall be posted on the Town's website.
- Sub-Committees may be formed as necessary and will determine their own meeting times and dates.

## **PELHAM AUDIT COMMITTEE MINUTES**

**Meeting #:** PAC-05/2019  
**Date:** Wednesday, November 20, 2019  
**Location:** Town of Pelham Municipal Office - Council Chambers  
20 Pelham Town Square, Fonthill

**Members Present:** John Wink, Chair  
Marianne Stewart  
Ron Kore  
Bill Crumm  
Michael Cottenden

**Staff Present:** Teresa Quinlin,  
Charlotte Tunikaitis  
Holly Willford,

**Other:** None

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### **1. Call to Order and Declaration of Quorum**

Noting that a quorum was present, Chair Wink called the meeting to order at approximately 4:25 p.m.

### **2. Approval of Agenda**

**Moved By** Bill Crumm  
**Seconded By** Michael Cottenden

**THAT the agenda for the November 20th, 2019 regular meeting of the Pelham Audit Committee be adopted, as circulated.**

**3. Declaration of Pecuniary Interest and General Nature**

There were no pecuniary interests disclosed by any of the members present.

**4. Approval of Minutes**

None.

**5. Business Arising From Minutes**

None.

**6. Audit**

None.

**7. Operating Financial Report**

None.

**8. MCC Operating Financial Report**

None.

**9. Transit Operating Financial Report**

None.

**10. Capital Report**

None.

**11. Reserves**

None.

**12. New Business****12.1 Draft Debt and Reserve Policies**

Chair Wink commenced the discussion with an appreciative thanks to both Teresa Quinlin, Treasurer, and Charlotte Tunikaitis, Deputy Treasurer, for their hard work and dedication on the quality of the drafted policies.

Ms. Tunikaitis provided each member with a package of supporting documents, which included charts and graphs. Ms. Tunikaitis reviewed and explained each document.



Through discussion and consensus, the Committee directed Ms. Tunikaitis to revise the draft policies, as follows:

**Reserve and Reserve Fund Policy**

- Phase in reserve targets based on percentage

**Capital Financing and Debt Management Policy**

- FIR reference for L/T Liabilities should be SLC 70 2699 01 instead of SLC 70 2610 01
- Do we want a Debt to Reserve Ratio benchmark? A suggestion would be:
  - Low risk – less than or equal to 1
  - Moderate risk – 1 to 1.25
  - High risk – higher than 1.25
- Reserves and Reserve Funds as a % of Operating Expenditures – change the benchmarks
  - Greater than 40% - low risk
  - 20-40% - medium risk
  - Lower than 20% - high risk
- Take out reference to Niagara Region Draft Debt Risk Management Framework since it was not approved

**Moved By Michael Cottenden**

**Seconded By Bill Crumm**

**THAT the Committee direct staff to revise the policies presented pursuant to the Committees consensus as recorded by the Deputy Treasurer;**

**AND THAT the Committee recommend to council to approve the draft policies as revised**

**Carried**

**13. Unfinished Business**

None.

**14. Next Meeting**

The Chair noted the next scheduled meeting is for December 12, 2019.

**15. Adjournment**

**Moved By** Michael Cottenden

**Seconded By** Bill Crumm

**THAT this Regular Meeting of the Pelham Audit Committee be adjourned.**

**Carried**

  
\_\_\_\_\_  
Chair, John Wink  
\_\_\_\_\_  
Deputy Clerk, Holly Willford

THE CORPORATION OF THE  
TOWN OF PELHAM  
BY-LAW #4186 (2020)

**Being a by-law to provide for an interim tax levy for the year  
2020.**

WHEREAS Section 317 of the *Municipal Act*, Chapter 25, S.O. 2001, provides that a local municipality, before the adoption of the estimates for the year under section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes ;

AND WHEREAS the council of this municipality deems it appropriate to provide such interim levy on the assessment of property in this municipality;

AND WHEREAS BY-LAW 4061(2019) is no longer deemed to be in force and effect and can thereby be repealed;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

In this by-law, the following words shall be defined as:

“COLLECTOR” shall mean the Municipal Tax Collector.

“MINISTER” shall mean the Minister of Finance.

“MPAC” shall mean the Municipal Property Assessment Corporation.

1. The amounts shall be levied as follows:

1.1 For the residential, Pipeline, Farmland and Managed Forest property classes, there shall be imposed and collected an interim levy of:

(A) the percentage prescribed by the Minister under Section 317 (3) of the *Municipal Act*; or,

(B) 50%, if no percentage is prescribed.

of the total taxes for municipal and school purposes levied in the year 2019.

1.2 For the Multi-Residential, Commercial and Industrial property classes, there shall be imposed and collected an interim levy of:

(A) the percentage prescribed by the Minister under Section 317 (3) of the *Municipal Act*; or,

(B) 50%, if no percentage is prescribed.

of the total taxes for municipal and school purposes levied in the year 2019.

The amounts shall be levied on the assessment according to the Assessment Roll, as returned by MPAC.

2. For the purpose of calculating the total amount of taxes for the year 2019 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2019 because assessment was added to the collector's roll during 2019, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

3. The provisions of this by-law apply in the event that assessment is added for the year 2020 to the Collector's Roll after the date this by-law is passed and an interim levy shall be imposed and collected.

4. All taxes levied and collected under this by-law shall be payable into the Office of the Treasurer or Collector, or any financial institution within the Town of Pelham. Payment must be received at Town Hall on or before the due dates in accordance with the provisions of this by-law.

5. The interim tax levy imposed by this by-law shall be paid in two instalments due on the following dates:
  - 5.1 One-Half ( $\frac{1}{2}$ ) thereof on the **28<sup>th</sup> Day of February, 2020**
  - 5.2 One-Half ( $\frac{1}{2}$ ) thereof on the **30<sup>th</sup> Day of April, 2020**Non-payment of the amount on the dates stated above shall constitute default and any subsequent instalments shall forthwith become payable.
6. The Collector may mail or cause to be mailed to the address of the residence of place of business of each person taxes under this by-law, a notice specifying the amount of taxes payable.
7. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Collector's Roll under Section 340 of the *Municipal Act*.
8. The final levy for the year 2020 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
9. The provisions of Section 317 of the *Municipal Act* apply to the by-law with necessary modifications.
10. The Treasurer and the Collector shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable in respect of non-payment or late payment of any taxes or any instalment of taxes.
11. Nothing in this by-law shall prevent the Collector from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
12. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
13. BY-LAW 4061(2019) be and is hereby repealed.
14. This by-law shall come into force and take effect on the date of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME  
AND FINALLY PASSED BY COUNCIL THIS  
13<sup>th</sup> DAY OF JANUARY, 2020 A.D.

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MAYOR MARVIN JUNKIN

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NANCY J. BOZZATO, TOWN CLERK



THE CORPORATION OF THE  
T O W N O F P E L H A M  
BY-LAW 4187(2020)

**Being a by-law to amend By-law No. 3728(2016) to  
establish 2020 Fees and Charges to be collected by the  
Corporation of the Town of Pelham, and to Repeal By-  
law No. 4088(2019).**

WHEREAS the *Municipal Act, 2001, S.O 2001, c.25*, provides that a municipality may pass by-laws imposing fees or charges on any class of persons; and,

WHEREAS the *Planning Act, Chapter P. 13 R.S.O., 1990* as amended , provides that Council may prescribe a tariff of fees for the processing of applications made in respect of planning matters; and,

WHEREAS pursuant to the *Building Code Act, 1992, S.O 1992 c 23* as amended, Council may require the payment of fees on applications for and issuance of building permits and prescribing the amounts thereof, and,

WHEREAS pursuant to the *Line Fences Act, R.S.O., 1990 c. L. 17*, Council may fix its reasonable administrative fees to be paid to the municipality in relations to the proceedings of the Act; and,

WHEREAS the Corporation of the Town of Pelham deems it expedient to consolidate and update the fees and charges to be collected by the various departments of the Corporation of the Town of Pelham.

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT Council hereby establishes the fees and charges for 2020 as set out in the Schedule to this by-law for The Corporation of the Town of Pelham (Pelham). The 2020 fees and charges will be subject to Harmonized Sales Tax (HST) and Retail Sales Tax (RST), where applicable.
- (2) THAT By-law No. 4088(2019) is hereby repealed and replaced.

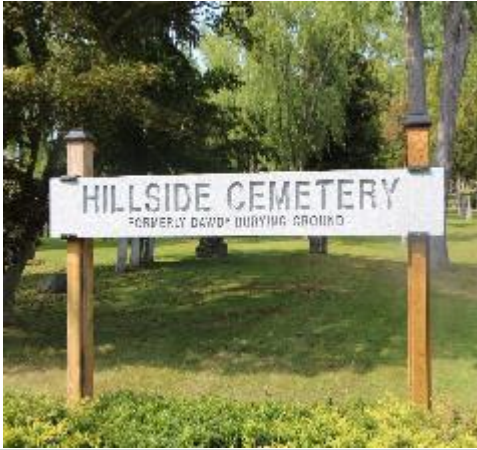
ENACTED, SIGNED AND SEALED THIS  
13<sup>th</sup> DAY OF JANUARY, 2020 A.D.

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MAYOR MARVIN JUNKIN

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CLERK NANCY J. BOZZATO



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## Overview

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An experience at a summer camp or swim program,  
a requirement to obtain duplicate billing information or  
a new beginning obtaining a house permit,  
all of these experiences and more are realized within this guide.

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User fees and charges are established to ensure that services specific to individuals are not subsidized by all ratepayers within the Town of Pelham

The Town of Pelham is proud to offer the experiences outlined in this guide at a minimal cost to the community members that require them.

The user fees and charges outlined in this document are regulated by By-law 3728(2016).

### **Disclaimer**

Where it is found that a fee in this schedule is different than an approved bylaw or policy, the latter shall prevail.

All fees and charges do not include applicable taxes. Where fees and charges are subject to taxes, they will be added at point of sale.

### **Contact**

For more information about content found within this guide, please contact:

Teresa Quinlin,  
Treasurer and Director of Corporate Services, MBA, CPA, CA  
905-892-2607 ext. 327



# Index



Clerk’s Department



Corporate Services



Fire & By-Law Services



Planning & Development Services



Recreation & Cultural Services



Public Works



## Clerk's Department

	2020
<b>Business Licensing</b>	
Itinerant Seller, Hawker, Peddler, Door to Door Seller	\$200.00
Refreshment Vehicle & Food Vending Vehicle	\$250.00
<b>Affidavits/Commissioner of Oath</b>	
Signature for municipal documents	No fee
Completion of Pension Forms	No fee
Signature for all other documents – first document	\$10.00
Signature for all other documents – each additional document	\$5.00
Registrar statement/Travel letter – first letter	\$20.00
Registrar statement/Travel letter – each additional letter	\$5.00
Burial Permits/Death Registrations	\$10.00
Burial Permits/Death Registrations – After hours	\$100.00
Photocopies per page	\$0.25
Retrieval of Archived Records from Off-Site Storage	\$11.00
<b>Lottery Licensing</b>	
Bingo License % of prizes not exceeding \$5,500.00	3%
Raffle Lotteries % of prizes not exceeding \$50,000.00	3%
Bazaar Lotteries % of prizes not exceeding \$500.00	3%
Bazaar Lotteries – per wheel	\$10.00
Break Open Ticket (Nevada) Lottery % of prizes each occasion	3%
Break Open Ticket (Nevada) Lottery Home Base % of total prizes	2.25%
<b>Line Fences Administrative Fee</b>	<b>\$250.00</b>



## Clerk's Department

	2020
<b>Marriage Licensing</b>	
License Fee	\$130.00
Ceremony Fee – On Site	\$200.00
Ceremony Fee – Off Site (Plus Expenses)	\$300.00
Rehearsal Fee	\$75.00
Witness Fee – Municipal Staff – Normal <b>Business</b> Hours – Each	\$25.00
Cleaning Fees	\$100.00
*Use of Peace Park Pavilion must be reserved	
<b>Municipal Property Damage</b>	Full Cost Recovery
<b>Freedom of Information</b>	
Application Fee	\$5.00
Photocopies – per page	\$0.20
Manual search, each 15 minutes	\$7.50
Preparation of record for disclosure – each 15 minutes	\$7.50
Retrieval of Archived Records in Off-Site Storage	\$11.00





## Corporate Services

	2020
<b>General Tax Services Fees</b>	
Statement of Tax Account	\$7.00
Reprint of Tax Bill	\$7.00
Tax Certificate – Mailed	\$45.00
Tax Certificate – Verbal	\$25.00
Interest on Accounts Receivable	1.25%
Interest on Tax arrears	1.25%
NSF Charge	\$30
<b>Tax Registration Fees</b>	
Tax Sale Administration Fee	\$525.00
POA add to taxes	\$50.00



## Corporate Services

	2020
<b>Water Rates</b>	
Metered Rates	
Bi-Monthly Base Charge (up to 19mm Meter)	\$26.53
Bi-Monthly Base Charge (25mm Meter)	\$53.04
Bi-Monthly Base Charge (37mm Meter)	\$74.27
Bi-Monthly Base Charge (50mm Meter)	\$106.08
Bi-Monthly Base Charge (75mm Meter)	\$265.22
Bi-Monthly Base Charge (100mm Meter)	\$442.18
Bi-Monthly Base Charge (150mm Meter)	\$884.12
Bi-Monthly Base Charge (200mm Meter)	\$1,414.96
Rate per cubic meter	\$1.534
<b>Wastewater Rates</b>	
Metered Rates	
Bi-Monthly Base Charge (up to 19mm Meter)	\$32.53
Bi-Monthly Base Charge (25mm Meter)	\$65.05
Bi-Monthly Base Charge (37mm Meter)	\$91.08
Bi-Monthly Base Charge (50mm Meter)	\$130.09
Bi-Monthly Base Charge (75mm Meter)	\$325.25
Bi-Monthly Base Charge (100mm Meter)	\$542.27
Bi-Monthly Base Charge (150mm Meter)	\$1,084.23
Bi-Monthly Base Charge (200mm Meter)	\$1,735.22
Rate per cubic meter	\$1.094
Bi-Monthly Base Charge	\$32.53
Flat rate per annum	\$670.86





## Corporate Services

	2020
<b>Water Loading Station Rates</b>	
Per cubic meter	\$1.7688
<b>Water for Construction Rates</b>	
Residential Flat Rate (up to 3 months)	\$125.00
***After 3 Months the account is set up for billing	
Commercial Flat Rate (up to 3 months)	\$200
<b>General Water Services Fees</b>	
Administration Charge (account set up fee)	\$15.00
Interest on water arrears	1.25%
Water Certificate – mailed	\$45.00
Water Certificate – verbal	\$25.00
NSF Charges	\$30.00
Statement of Water Account	\$7.00



## Corporate Services

	2020
<b>Water Meters</b>	
<b>On and Off Charges</b>	
Monday to Friday – 7:00am to 3:30pm flat rate (excluding holidays)	\$70.00
Monday to Friday – 3:30pm to 7:00am flat rate (excluding holidays)	Full Cost Recovery
Saturdays, Sundays & Holidays – 12:01am to midnight	Full Cost Recovery
<b>Meter Testing</b>	
5/8" meter at owners expense	\$90.00
<b>Water Meter and Remote</b>	
Tapping Fees	\$200.00
<b>Water Meter Equipment</b>	Full Cost Recovery
<b>Municipal Property Damage</b>	Full Cost Recovery



## Fire & By-Law Services

	2020
<b>Prevention, Protection and Inspection Fees</b>	
File Search	\$75.00
Request for Reports/Copies	\$75.00
Photographs	\$10.00
<b>Fireworks Permits</b>	
Sales	\$100.00
Storage	\$100.00
Display	\$100.00
<b>Fire Route Application</b>	
Administration Fee	\$100.00
<b>Residential Requests</b>	
Mortgage Clearance	\$100.00
Change of Ownership	\$100.00
Multi residential after two units (each)	\$25.00
Burn Permit (annual)	\$20.00
Burn Permit (new requiring an inspection)	\$50.00
<b>Commercial &amp; Industrial Requests</b>	
First 2000 square meters	\$200.00
Each additional 100 square meters (each)	\$50.00
Tenant Space Individual (each)	\$50.00



## Fire & By-Law Services

	2020
<b>Prevention, Protection and Inspection Fees (continued)</b>	
<b>L.L.B.O. Licenses Requests</b>	
Premises	\$100.00
Patio (each)	\$50.00
Special Occasions (each)	\$50.00
<b>Hotels-Motels Requests</b>	
1-10 units	\$200.00
Over 10 units (per unit)	\$10.00
<b>Day Care Requests</b>	
Day Nurseries/Home Day Care Licenses	\$150.00
<b>Fire Safety Plans</b>	
Approvals	\$50.00
<b>Inspection for Trade Shows</b>	
Home Shows/Special Functions	\$150.00
Installation of Rural 911 Sign	\$100.00
<b>Issuance of Occupant</b>	
Loads sign – 60 persons or less	\$50.00
	\$100.00



## Fire & By-Law Services

		2020
<b>Prevention, Protection and Inspection Fees (continued)</b>		
Accreditation Inspections		
Nursing Homes		\$100.00
Rest Homes		\$100.00
Seniors Apartments		\$100.00
Care Facilities		\$100.00
<b>Fire Drills</b>		
Fire drill observation by (an) inspector(s) assigned by the chief fire official of any subsequent fire drill within the same calendar year		\$500.00
<b>Municipal Property Damage</b>		Full Cost Recovery
Discretionary Fees		
Equipment, Labour and/or Materials used at an incident		Full Cost Recovery
False Alarm Response		
Per hour per Fire Department Vehicle		\$510.00
Per additional ½ hour per Fire Department Vehicle		\$255.00
<i>Note: False Alarm Fees will only be implemented when it is determined by the Fire Chief that the false alarm was preventable or the fire alarm system was improperly installed, maintained or resulted from a malicious act by an individual. See By-Law 3085(2010) for details.</i>		
Response to an unauthorized Open Air Burn		
Per hour per Fire Department Vehicle		\$510.00
Per additional ½ hour per Fire Department Vehicle		\$255.00





## Fire & By-Law Services

2020

### Municipal Property Damage (continued)

#### Motor Vehicle Fires and Collisions – Non Resident

Per hour per Fire Department Vehicle	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00

#### Fail to Comply with an Ontario Regulation causing an Emergency Response OR 210/01

Per hour per Fire Department Vehicle	\$510.00
Per additional ½ hour per Fire Department Vehicle	\$255.00

*Note: Motor Vehicle fires and Collisions – Non Resident MAY be charged where the Pelham Fire Department has responded to an emergency situation, including motor vehicle accidents and fire, in which a non-resident person is involved.*

### Sign Fees

Ground Signs up to 50 square feet	\$100.00
Ground Signs over 50 square feet	\$150.00
Portable Ground Signs (1-60 days)	\$100.00
Pole Signs	\$150.00
Roof Signs	\$150.00
Wall Signs	\$100.00
Temporary Special Event Signs	\$100.00
Projecting Signs	\$150.00

### Applications and Permits for Signs requiring Council Approval

Applications to Council for variance	\$250.00
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## Fire & By-Law Services

	2020
<b>Property Standards &amp; Clean Yard (default not remedied)</b>	
Administrative Fee	\$175.00
Initial Inspection Fee	\$95.00
Re-Inspection Fee	\$95.00
Mailing Fee	\$25.00
<b>Fencing</b>	
Application to Council for Fencing Variance	\$150.00
Kennel License	\$100.00



## Planning & Development Services

	2020
<b>Planning Fees</b>	
Draft Plan of Subdivision	\$8,981.00
Resubmission of Draft Plan Prior to Approval	\$1,061.00
Modification to Draft Plan of Subdivision	\$5,613
Extension to Approval of a Draft Plan of Subdivision	\$899.00
Final Approval of a Draft Plan of Subdivision	\$1,685.00
Subdivision Agreement	*
Amendment to a Subdivision Agreement	\$843.00
Draft Plan of Condominium	\$4,492.00
Resubmission of Draft Plan of Condominium Prior to Approval	\$1,061.00
Modification to Approval of a Draft Plan of Condominium	\$2,247.00
Extension to Approval of a Draft Plan of Condominium	\$899.00
Town Consultant Review Fee	Full Cost Recovery
Condominium Agreement	*
Amendment to Condominium Agreement	\$843.00
Development Agreement Application	*or**
Town Consultant Review	Full Cost Recovery
Amendment to Development Agreement	\$843.00
Release of Development Agreement	\$1,012.00
Site Plan Approval Application **Note: There is a separate fee for the agreement	\$3,929.00
Resubmission of Site Plan Prior to Approval	\$796.00
Site Plan Approval for Minor Development, ie farm help house, triplex, building addition <100m <sup>2</sup> etc.	\$750.00
Town Consultant Review Fee	Full Cost Recovery
Site Plan Amendment **Note: There is a separate fee for the agreement	\$2,809.00
Release of Site Plan Agreement	\$1,012.00
*Subdivision Agreements, Site Plan Agreements and Development Agreements requiring the extension of municipal services (see pg. 16)	





## Planning & Development Services

	2020
<b>Planning Fees (continued)</b>	
Garden Suite Agreement	\$1,623.00
Encroachment Agreement	\$312.00
Zoning By-Law Amendment	\$4,492.00
APO Zoning By-Law Amendment	\$2,809.00
Official Plan Amendment	\$5,613.00
Combined Zoning By-Law & Official Plan Amendment	\$8,981.00
Extension of a Temporary Use By-Law	\$2,809.00
Removal of Holding Symbol	\$561.00
Town Consultant Review Fee	Full Cost Recovery
Repeal of Interim Control By-Law	\$1,122.00
Deeming By-Law	\$561.00
Lifting of Inhibiting Order	\$561.00
Lifting of One Foot Reserve	\$561.00
Removal of Part Lot Control	\$1,122.00
Communication Towers and Renewable Energy Application	\$1,122.00
Property Standards Appeal	\$561.00
Aggregate Application Fees	Full Cost Recovery
Real Estate Compliance Letters	\$137.00
* Subdivision Agreements, Site Plan Agreements and Development Agreements requiring the extension of municipal services	
\$10,790.00 where the cost of construction of all Work is less than \$100,000.00;	
\$10,790.00 plus 4.0% of the costs between \$100,000.00 and \$400,000.00;	
\$23,438.00 plus three and one-half percent (3.5%) of the costs exceeding four hundred thousand dollars (\$400,000.00);	



## Planning & Development Services

2020	
<b>Planning Fees (continued)</b>	
** Site Plan Agreements; and, Development Agreements where municipal services are not required to be extended \$2,700.00	
*** Shall be paid in addition to the Official Plan Amendment, Zoning By-Law Amendment and other planning application fees	
Agreements for temporary Second Dwelling Units	
Zoning Compliance Letter	\$102.00
Consent	\$1,500.00
Request for Change in Conditions	\$550.00
Rescheduling Fee	\$250.00
Final Certification	\$395.00
Recirculation Due to Change in Application	\$250.00
Special Hearing Fee (In Addition to Application Fee)	\$550.00
Minor Variance	\$1,100.00
Rescheduling Fee	\$250.00
Recirculation Due to Change in Application	\$250.00
Special Hearing Fee (In Addition to Application Fee)	\$550.00
<b>Building Permit Fees</b>	
Minimum Permit Fee unless otherwise stated	\$255.00
<b>Class A New Construction &amp; Additions</b>	
<b>Assembly Occupancies – Group A – per square meter</b>	
School, church, restaurant, theatre, educational or recreational facility and similar occupancies	\$18.85
Preparation of record for disclosure – each 15 minutes	\$7.50



## Planning & Development Services

	2020
<b>Class A New Construction &amp; Additions (continued)</b>	
<b>Institutional Occupancies – Group B – per square meter</b>	
Hospital, nursing home, reformatory, prison and similar occupancies	\$19.00
<b>Residential Occupancies – Group C – per square metre</b>	
Single Family Dwelling, Semi-detached dwelling & duplex dwelling	\$16.00
Multiple unit dwelling, apartment dwelling, townhouse dwelling, hotels, motels, other residential buildings or parts thereof	\$16.00
Residential additions other than accessory building & structures	\$14.00
<b>Business/Personal Services Occupancies – Group D – per square metre</b>	
Office, bank, medical office/clinic and similar occupancies	\$19.00
<b>Mercantile Occupancies – Group E – per square metre</b>	
Store, Shopping mall/plaza, shop, market, retail outlet and similar	\$19.00
<b>Industrial Occupancies – Group F - per square metre</b>	
Industrial mall, plaza, garage, plant, factory, warehouse, manufacturing building and similar occupancies	\$18.00
<b>Special Occupancies/Categories per square metre</b>	
<b>Farm Buildings</b>	
New Farm Buildings	\$5.21
Additions or alterations for farm buildings	\$2.89
Tents – per tent	\$260.00



## Planning & Development Services

	2020
<b>Special Occupancies/Categories per square metre (continued)</b>	
Park model trailer, mobile home, air supported structure and similar buildings	
Per Unit	\$260.00
<b>Accessory Buildings/Structures</b>	
Garage/carport, deck/porch/patio, sunroom/solarium, shed or other accessory building per square metre	\$260.00 plus \$9.26 > 27.8m <sup>2</sup>
<b>Private Swimming Pool – per pool</b>	
Private Swimming Pool – per pool	\$260.00
Public Swimming Pool – per pool	\$780.00
<b>Designated Buildings/Structures</b>	
Communication tower, retaining wall, pedestrian bridge, wind turbine, crane runway and similar buildings/structures – based on estimated value of construction	\$520.00
<b>Class B Alterations &amp; Repairs</b>	
<b>Interior Alterations/Repairs/Tenant Improvements</b>	
Assembly occupancies per square metre gross floor area	\$4.44
Institutional, Business/Personal Service and Mercantile occupancies per square metre	\$4.44
Residential occupancies per square metre gross floor area	\$3.36
Industrial occupancies per square metre gross floor area	\$4.44
Alter/replace roof structure per square metre	\$4.44
Fireplace, woodstove, insert, chimney and similar construction	\$260.00





## Planning & Development Services

	2020
<b>Class C Demolition</b>	
Buildings/structures Part 9	\$260.00
Other	\$780.00
<b>Class D Miscellaneous</b>	
Permit for partial occupancy of a building prior to being fully completed per	\$260.00
Permit for the change of use of a building or part thereof	\$260.00
Transfer of a permit to a new owner	\$260.00
Request for deferral of permit revocation	\$260.00
Permit to move a building/structure	\$260.00
Conditional Permit	\$624.00
Conditional Permit Agreement	\$260.00
Permit Renewal Per Year	\$114.00
Photocopying & printing per page	\$0.26
Clearance Letter	\$78.00
Building Code Order Compliance Letter	\$156.00
Hourly Rate	\$67.00
Re-inspection Feel Flat Rate	\$78.00
Alternate solution application fee PLUS any additional fees incurred in the evaluation process such as third party testing/independent consulting review	
<b>Class E Partial Permit/Staged Construction</b>	
Building Foundation – complete to grade level (plus plumbing)	15%
Building Shell	75%
Building Completion	10%



## Planning & Development Services

2020

### ***Class F Plumbing***

For plumbing work not included in any of the above classes of permit

First 6 fixtures	\$260.00
Each additional	\$10.40

### ***Class G Refund of Permit Fees***

Where only administrative functions have been completed (application received and cost analysis complete)	90%
Where only administrative and zoning functions have been completed	80%
Where administrative, zoning and plans examination functions have been	60%
Where the permits has been issued and no field inspections have been performed subsequent to permit issuance	50%
Deduction for each field inspection performed subsequent to permit issuance	5%
No fees shall be refunded after twelve (12) months from the date of permit issuance	

### ***Class H Construction Prior to Permit Issuance***

Where construction has commenced prior to the issuance of a permit for any class of permit described herein. All applicable fees shall be doubled and the minimum permit fee.	\$520.00
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### **Municipal Property Damage**

Full Cost Recovery



## Recreation & Cultural Services

2020	
<b>Arena Rentals</b>	
Ice Time – per hour (50min)	
Prime Time - Weekdays 4pm – midnight & weekends	\$207.00
Prime Time - Youth (PMHA & PFSC)	\$148.00
Non-Prime Time – Weekdays prior to 4pm	Youth \$87.00- Adult \$114.00
Prime Time Last Minute Ice (less than 24hrs)	\$114.00
Summer Ice (April 15 – August 15) – Non Prime Time \$112.00   Prime Time - Youth \$148.00- Adult \$179.00	
<b>Corporate Sponsor Free Skate Rates</b>	
Prime Time Friday Skate Sponsorship per occurrence	\$266.00
Prime Time Sunday Skate Sponsorship per occurrence	\$306.00
Non-Prime Public Skate Sponsorship per occurrence	\$148.00
<b>Public Skating</b>	
Adults	\$3.54
Students/Seniors	\$3.10
Child	\$3.10
Family (up to 5 members)	\$10.62
Preschool Skate	\$3.10
Non Profit Organized Group Rate	\$26.55
Children's Birthday Party (Under 14 yrs, Max 15 children)	\$113.00
- 2 hour hall + public skate or 1 hour gym	\$113.00
- + theme party (decorations)	\$136.00
- +specialty party (staff led options – tea party/craft/gym activities)	\$217.00
- Photo booth with props (no camera)	\$18.00



## Recreation & Cultural Services

<b>Arena Rentals (continued)</b>		<b>2020</b>
Special Skating		
Shinny Hockey Drop-In		\$5.31
Women's Hockey – Learn To Play Drop-In		\$5.31
Women's Hockey – Learn To Play Program + Shinny Combo (12 weeks)		\$88.50
Adult Learn To Skate (10 classes)		\$61.95
Ticket Ice		\$5.31
<b>Summer Floor Rates – hourly</b>		
Hourly - Adult		\$54.00
Hourly – Youth		\$35.00
Daily Event		\$527.00
Daily - Youth		\$343.00
Event Electrical System Includes ESA inspection		\$1000.00
<b>Old Pelham Town Hall</b>		
Monday – Thursday (Daily Rental)		\$133.00
Monday – Thursday (Hourly Rental)		\$33.00
Friday – Sunday & Holidays (Daily Rental)		\$237.00
Friday – Sunday & Holidays (Hourly Rental)		\$49.00
Youth/Multiple Use Rate (5+) (Daily Rental Monday to Thursday)		\$106.00
West Lounge		\$35.00
Stage Rental		\$200 per set up
Refundable Security Deposit (taxes not applicable)		\$100.00
SOCAN fee – without dancing per event		Full Cost Recovery
SOCAN fee – with dancing per event		Full Cost Recovery





## Recreation & Cultural Services

<b>Meridian Community Centre Gymnasiums</b>		<b>2020</b>
Full size gymnasium rental (hourly) Licensed Users-Youth Rate		\$21.00
½ gymnasium rental (hourly) Licensed Users-Youth Rate		\$11.00
Full size gymnasium rental (hourly)		\$42.00
½ gymnasium rental (hourly)		\$21.00
Custodial Charge (hourly)		\$36.00
Team Chairs (per event)		\$100.00
Set up & Use of Nets & Standards (Volleyball, Badminton, Pickleball)		\$10.00 per court rental
Equipment Rental (Volleyball; Badminton Racquet w shuttle; Pickleball Racket w ball)		\$2.00/per
<b>Meridian Community Centre – Kinsmen Community Room</b>		
<b>FULL ROOM</b>		
Daily – Monday to Thursday		\$133.00
Hourly – Monday to Thursday		\$33.00
Daily – Friday to Sunday & Holidays		\$237.00
Hourly – Friday to Sunday & Holidays		\$49.00
<b>HALF ROOM</b>		
Daily – Monday to Thursday		\$66.00
Hourly – Monday to Thursday		\$17.00
Daily – Friday to Sunday & Holidays		\$119.00
Hourly – Friday to Sunday & Holidays		\$25.00
<b>Meridian Community Centre – Dr. Gary &amp; Mall Accursi</b>		
<b>Multipurpose Community Room</b>		
<b>FULL ROOM</b>		
Daily – Monday to Thursday		\$198.00
Hourly – Monday to Thursday		\$50.00



## Recreation & Cultural Services

Meridian Community Centre – Dr. Gary & Mall Accursi (continued)	2020
<b>Multipurpose Community Room- FULL ROOM</b>	
Daily – Friday to Sunday & Holidays	\$356.00
Hourly – Friday to Sunday & Holidays	\$73.00
<b>HALF ROOM</b>	
Daily – Monday to Thursday	\$132.00
Hourly – Monday to Thursday	\$33.00
Daily – Friday to Sunday & Holidays	\$237.00
Hourly – Friday to Sunday & Holidays	\$49.00
<b>Special Functions Area</b>	
Hourly	\$21.00
Daily	\$83.00
Daily (with rental of Dr. Gary & Mall Accursi Multipurpose Community Room)	\$52.00
<b>Community room – Kitchen</b>	
Daily (with rental of Dr. Gary & Mall Accursi Multipurpose Community Room)	\$52.00
<b>Atrium</b>	
Town of Pelham Facility User Groups – 8' space 1 table + 2 chairs per day per booth	\$25.00
<b>MCC – Small Meeting Room</b>	
Monday to Thursday (Daily)	\$50.00
Friday to Sunday & Holidays (Daily)	\$80.00
Monday to Thursday (Hourly)	\$10.00
Friday to Sunday & Holidays (Hourly)	\$16.00
<b>Miscellaneous</b>	
Refundable Security Deposit (taxes not applicable)	\$100.00
SOCAN fee-without dancing per event	Full Cost Recovery



## Recreation & Cultural Services

	2020
SOCAN fee – with dancing per event	Full Cost Recovery
Stage Rental per set up	\$100.00
Portable Bar per rental	\$100.00
Serving Fee per event	\$100.00
Linen Rental Fees	\$10.00/per item
<b>Summer Field Rate Schedule</b>	
<b>Ball Diamonds</b>	
Level “A” groomed and lined	\$25.00
Level “A” youth	\$18.00
Level “C” no service	\$15.00
Level “C” youth	\$11.00
Diamond Lights (per hour)	\$13.00
<b>Tournaments &amp; Special Events</b>	
Level “A” groomed and lined	\$198.00
Level “A” youth	\$141.00
Level “C” no service	\$119.00
Level “C” youth	\$85.00
<i>Note: Fees do not include use of lights – apply per hour light fee if required</i>	
<b>Soccer Fields per hour</b>	
Adult	\$24.00
Minor	\$19.00
Soccer Lights (per hour)	\$30.00
<b>Soccer Tournament and Special Events</b>	
Adult	\$189.00
Minor	\$147.00



## Recreation & Cultural Services

	2020
<b>Park Pavilions: Centennial Park &amp; Harold Black Park</b>	
Park Pavilion	\$35.00
<b>Passive Areas: Centennial Park, Harold Black Park</b>	
Permit Fee	\$29.00
<b>Peace Park including Bandshell</b>	
Pavilion Rate + Passive Area Rate (under 100 people)	\$67.00
Pavilion Rate + Passive Area Rate (over 100 people)	\$135.00
Per Hour Rate	\$14.00
SOCAN fee	Full Cost Recovery
Town Staff fee (per hour)	\$37.00
<b>Tennis Courts</b>	
Tennis lights per season	Full Cost Recovery
<b>Storage Space Per Year</b>	
Youth Organization Storage	\$500.00
Centennial/ H.B. Park	\$50.00
<b>Supply Rentals (Daily Fee with Facility Rental)</b>	
Picnic Table/Folding Table	\$20.00
Folding Cruiser Table	\$10.00
10 x 10 Tents with Weights	\$25.00
Kids Folding Table	\$10.00
Refundable Equipment Deposit (taxes not applicable)	\$100.00





## Recreation & Cultural Services

	2020
<b>Aquatic Rates</b>	
Swimming Lessons	
Parent & Tot 1, 2, 3	\$69.00
Preschool A-E	\$80.00
Swimmer 1, 2	\$80.00
Swimmer 3, 4, 5, 6	\$86.00
Patrol (Rookie, Ranger, Star)	\$89.00
Private Lessons (10)	\$169.00
Semi Private Lessons (10)	\$142.00
Stroke Builder Lessons (10)	\$86.00
Bronze Star	\$82.00
Bronze Medallion/Emergency First Aid CPR (material extra)	\$145.00
Bronze Cross	\$123.00
Bronze Cross Recertification	\$56.00
Swim Team	\$115.00
<b>Facility Charges</b>	
Pool Rental per hour	\$62.00
Lifeguard fee per hour	\$26.00
<b>Public Swim Rates</b>	
Adult	\$3.98
Child/Senior	\$3.54
Family	\$11.95
Swim Pass – Single	\$55.75
Swim Pass - Family	\$101.77



## Recreation & Cultural Services

	2020
<b>Camp Rates</b>	
<b>March Break Camp</b>	
Single Week	\$185.00
Single Day Registration	\$65.00
Family Weekly Registration Discount Each Child after 2 <sup>nd</sup> Child	(\$45.00)
Extended Care per week	\$38.00
Extended Care per day	\$8.50
Lunch per week	\$31.00
Lunch per day	\$6.50
Leaders in Training Program	\$110.00
Refund Administration Fee	\$10.00
<b>Summer Camp</b>	
Single Day Registration	\$65.00
Single TRIP Day Registration	\$65.00
Single Week Registration	\$180.00
Multiple Week Registration discount each week after 2 weeks	(\$10.00)
Family Day Registration (max 3)	N/A
Family TRIP Day Registration (max 3)	N/A
Family Weekly Registration Discount Each Child after 2 <sup>nd</sup> Child	25%
Extended Care per week	\$38.00
Extended Care per day	\$8.50
Extended Care Multiple weeks (3 weeks or more)	\$33.00



## Recreation & Cultural Services

Specialty Programs/Camps	2020
Single Week Registration	\$195.00
Family Weekly Registration Discount Each Child after 2 <sup>nd</sup> Child	25%
Extended Care per week	\$38.00
Extended Care per day	\$8.50
Extended Care Multiple weeks (3 weeks or more)	\$33.00
Ballroom Dance Lessons (10 Classes)	\$71.00
Ballroom Social Tickets	\$9.00
Improv Classes (10 Classes)	\$9.00
Triathlon Club Monthly	\$65.00
Triathlon Club with Swim Team membership Summer	\$225.00
Activity Drop in Fee Adult	\$5.31
Activity Punch Pass (20) Adult	\$70.80
Activity Drop in Fee Youth	\$3.10
Activity Punch Pass (25) Youth	\$70.80
Seniors Social Membership Fee - Annual	\$36.00
P.D Camp Registration (includes lunch)	\$45.00
Holiday Workshop Registration (includes dinner)	\$25.00
<b>Municipal Property Damage</b>	Full Cost Recovery
<b>Pelham Transit</b>	
Standard Bus Fare	\$3.00
Bus Ticket Pack (11 Tickets)	\$30.00
Bus Pass Monthly	\$80.00

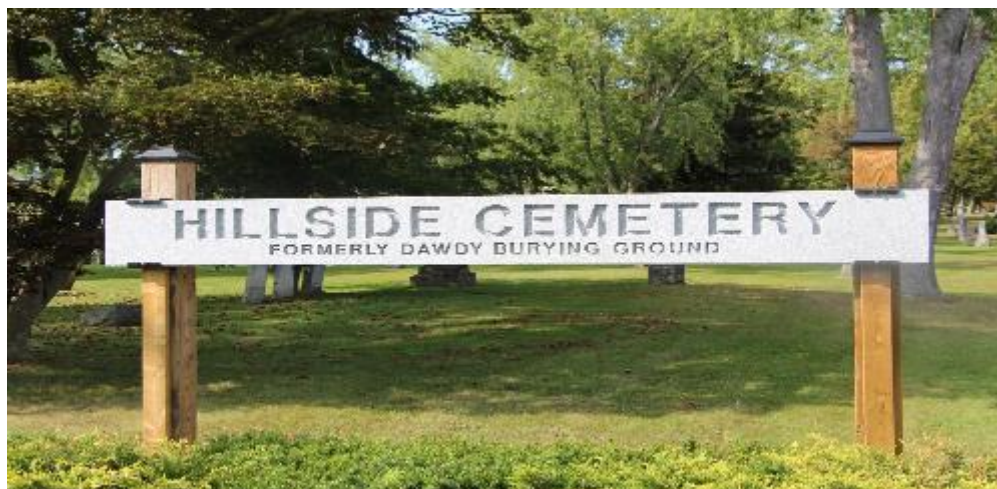


## Public Works

	2020
<b>Culvert Fees</b>	
250 mm – 9 Metre Culvert	\$1,700.00
300 mm – 9 Metre Culvert	\$1,800.00
375 mm – 9 Metre Culvert	\$1,910.00
450 mm – 9 Metre Culvert	\$2,050.00
525 mm – 9 Metre Culvert	\$2,240.00
600 mm – 9 Metre Culvert	\$2,400.00
*** larger or off sizes will be charged as per occurrence	
<b>Cemeteries*</b>	
<b>Resident Rates</b>	
Land Acquisition per grave lot	
Adult Grave	\$1,025.00
<b>Columbarium niche*</b>	\$2,346.00
<b>Perpetual Care for niche (15%)*</b>	\$414.00
<b>Non-Resident Rates*</b>	
Land Acquisition per grave lot	
Adult Grave	\$1,625.00
<b>Columbarium niche*</b>	\$2,932.50
<b>Perpetual Care for niche (15%)*</b>	\$517.50

\*Report to council in January 2020 will provide recommendation for cemetery fee increases.





## Public Works

	2020
<b>Interment Fees*</b>	
Standard Burial	
Adult	
Opening and Closing Weekdays (**additional Administration Fee will be added)	\$620.00
Opening and Closing Saturday morning (**additional-Administration Fee will be added)	\$891.00
Opening and Closing Saturday afternoon (**additional Administration Fee will be added)	\$935.50
***Administration Fee	\$12.00
Infant	
Weekdays (**additional Administration Fee will be added)	\$291.50
Saturday (**additional Administration Fee will be added)	\$594.00
***Administration Fee	\$12.00
<b>Cremated Remains*</b>	
Weekdays	\$230.00
Saturday	\$451.00
Columbarium Weekday	\$275.00
Columbarium Saturday	\$460.00
***Administration Fee	\$12.00
<b>Mausoleum*</b>	
Weekdays	\$307.00
Saturday	\$460.00

\*Report to council in January 2020 will provide recommendation for cemetery fee increases.



## Public Works

	2020
<b>Interment Fees (continued)*</b>	
<b>Disinterment Charges</b>	
Adult/Child disinterment only	\$940.00
Adult/Child disinterment & re-interment	\$1,570.00
Infant/Stillborn disinterment only	\$312.00
Infant/Stillborn disinterment & re-interment	\$522.00
Cremains disinterment only	\$680.00
Cremains disinterment & re-interment	\$1,050.00
Columbarium	\$275.00
<b>Foundation Charges*</b>	
Foundation charge per cubic foot	\$39.40
Markers	\$89.30
Cornerstones	\$94.56
<b>Administration Fees</b>	
Interment Rights Transfer	\$52.53
Interment Rights Exchange	\$52.53
Interment Rights Replacement/Duplicate	\$31.52
Cemetery Records Search – per hour	\$26.27
<b>Marker Perpetual Care and Maintenance</b>	
Upright marker four feet or less in height and four feet or less in length	\$100.00
Upright marker more than four feet or less in height and four feet or less in length	\$200.00
Flat Marker over 172 square inches	\$50.00
*Report to council in January 2020 will provide recommendation for cemetery fee increases.	



## Public Works

	2020
<b>Foundation Charges (continued)*</b>	
<b>Other Fees</b>	
Columbarium Plate Engraving to Town specifications for font/size/style (at time of need). Actual cost of engraving plus \$75 administration fee to cover internal costs and shipping.	\$75.00 + Actual Cost of Engraving
Overtime Rate per hour	\$270.00
Archaeological Dig – per hour	\$85.00
<b>Permit Fees</b>	
Special Event Permits (includes administration, site inspection and traffic plan review)	\$150.00
Driveway Entrance Permit and Inspection Fee (includes one Inspection)	\$150.00
<b>Road Closure/Open Fees</b>	
Closure/Open (4 hours max)	\$230.00
Overtime – Closure/Open (4 hours max)	\$285.00
Double Time Sunday and Holidays – Closure/Open (4 hours max)	\$350.00
<b>Barricade/Cone/Barrel Deposit – refundable</b>	
Under 10 Units	\$100.00
10 – 20 Units	\$200.00
Over 20 Units	\$500.00
<b>Municipal Property Damage</b>	Full Cost Recovery
<b>Development Inspection per diem</b>	Full Cost Recovery
<b>Unopened Road Allowance Application Fee</b>	\$1,200.00
<b>Closed Road Allowance Disposal Charges</b>	Full Cost Recovery

\*Report to council in January 2020 will provide recommendation for cemetery fee increases.



**Community Planning  
& Development**



**Fire & By-Law  
Services**



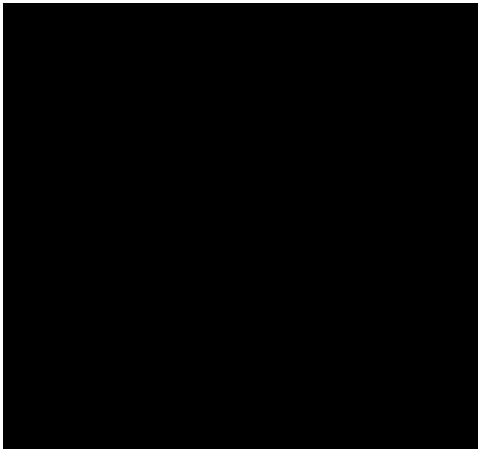
**Public Works**



**Recreation, Culture  
& Wellness**



**Corporate Services**



**Administration  
Services**

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
BY-LAW #4188 (2020)

**Being a by-law authorizing the Mayor and Clerk or designate to enter into an agreement with Her Majesty The Queen in Right of the Province of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream**

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into an Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs (the Minister), for the purposes of reconstructing approximately three (3) kilometres of Pelham Street from Pelham Street South to approximately 150 metres south of Quaker Road;

AND WHEREAS the Minister has approved a contribution for the Corporation of the Town of Pelham for the reconstruction of Pelham Street, as detailed in the Agreement appended hereto;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Agreement attached hereto and made part of this by-law between the Corporation of the Town of Pelham and the Minister be and the same is hereby approved.
- (2) THAT the Mayor and Clerk or designate be and are hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute the said Agreement and the Clerk or designate is hereby authorized to affix the Corporate Seal thereto.
- (3) THAT this by-law shall come into force and take effect immediately upon passing.

ENACTED, SIGNED AND SEALED THIS  
13<sup>th</sup> DAY OF JANUARY, 2020 A.D.

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MAYOR MARVIN JUNKIN

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CLERK NANCY J. BOZZATO



THE CORPORATION OF THE  
T O W N O F P E L H A M  
BY-LAW #4189(2020)

**Being a by-law to adopt, ratify and confirm the actions of  
the Council at its regular meeting held on the 13th day of  
January 2020.**

WHEREAS Section 5 (3) of the Municipal Act, S.O. 2001, Chapter M.25, as amended, provides that, except if otherwise authorized, the powers of Council shall be exercised by by-law;

AND WHEREAS it is deemed desirable and expedient that the actions of the Council as herein set forth be adopted, ratified and confirmed by by-law;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

- (1) (a) The actions of the Council at its meeting held on the 13th day of January, 2020, including all resolutions or motions approved, are hereby adopted, ratified and confirmed as if they were expressly embodied in this by-law.  
(b) The above-mentioned actions shall not include:
  - (I) any actions required by law to be taken by resolution, or
  - (II) any actions for which prior Ontario Municipal Board approval is required, until such approval is obtained.
- (2) The Mayor and proper officials of the Corporation of the Town of Pelham are hereby authorized and directed to do all things necessary to give effect to the above-mentioned actions and to obtain approvals where required.
- (3) Unless otherwise provided, the Mayor and Clerk are hereby authorized and directed to execute and the Clerk to affix the seal of the Corporation of the Town of Pelham to all documents necessary to give effect to the above-mentioned actions.
- (4) THAT this by-law shall come into force on the day upon which it is passed.

READ, ENACTED, SIGNED AND SEALED  
THIS 13th DAY OF JANUARY 2020 A.D.

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MAYOR MARVIN JUNKIN

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TOWN CLERK, NANCY J. BOZZATO