

# Notice and Agenda United Counties of Leeds and Grenville Council Meeting

# Thursday, October 24, 2024 9:00 a.m. Council Chambers 25 Central Avenue West, Brockville, Ontario

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- 2. Call to Order
  - 2.1 Land Acknowledgement Statement
- 3. Warden's Remarks
- 4. Adoption of the Agenda
- 5. Disclosure of Pecuniary Interest and General Nature Thereof
- 6. Adoption of the Minutes of the Previous Council Session
  - 6.1 Meeting Minutes Dated September 19, 2024 and Special Meeting 1 18 Minutes Dated October 9, 2024
- 7. Delegation/Presentations Nil
- 8. Staff Reports
  - 8.1 Report No. CC-028-2024: Chief Administrative Officer Selection Process 19 24
- 9. Committee Reports/Draft Resolutions
  - 9.1 Committee of the Whole Report Dated October 9, 2024 25 38

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12.	Annou	nceme	nts	
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14.	Questions from the Public			
15.	Closed Meeting			
	15.1	North	ed Report No. CC-027-2024: Property Acquisition for Excess Land on neast Side of the Intersection of County road 29 and Kitley Line 3 in ownship of Elizabethtown-Kitley	

- 15.2 Closed Meeting Investigation Ombudsman's Preliminary Draft Report for Council Comment
- 15.3 Reporting Out from Closed Meeting

# 16. Confirmatory By-law

# 17. Adjournment

# The Corporation of the United Counties of Leeds and Grenville Council Minutes

# Thursday, September 19, 2024 9:00 a.m. Council Chambers 25 Central Avenue West, Brockville, Ontario

- Members Present: Nancy Peckford, Warden Brant Burrow, Mike Cameron, Tory Deschamps, Roger Haley, Arie Hoogenboom, Robin Jones, Herb Scott, Jeff Shaver, Corinna Smith-Gatcke
- Staff Present:Alison Tutak, Interim Chief Administrative Officer<br/>Kim Little, Director of Corporate Services<br/>Jeff Carss, Paramedic Service Chief<br/>Cathy Fisher, Maple View Landings Administrator<br/>Paul Darling, Deputy Treasurer<br/>Bill Guy, Manager of Engineering and Operations<br/>Cherie Mills, Manager of Planning Services<br/>Rick Purdy, Manager of Human Resources<br/>Geoff Clarke, Interim County Clerk/Manager of Legislative Services<br/>Andrea Bolton, Deputy Clerk (Recording Secretary)

#### **Others Present:** Tim Ruhnke

#### 1. O Canada

Recording Timestamp 00:00:01

#### 2. Call to Order

Recording Timestamp 00:01:33

The Warden called the meeting to order at 9:00 a.m.

#### 2.1 Land Acknowledgement Statement

Recording Timestamp 00:01:54

Warden Peckford acknowledged the meeting is held on lands that have been and continue to be cared for by indigenous people of Mohawk, Haudenosaunee/Rotinonhsho'n:ni and Algonquin Anishinaabe descent, noting the need to strengthen consultation and understanding with all First Nation and Metis people.

## 3. Warden's Remarks

Recording Timestamp 00:02:16

On behalf of Council, Warden Peckford acknowledged the passing of former Leeds and Grenville Chief Administrative Officer Raymond Callery. She noted Mr. Callery came to the United Counties in 2021 after a 30-year career as Chief Administrative Officer with Greater Napanee. Warden Peckford said Mr. Callery was a dedicated public servant, who cared deeply about his employees, in addition to being a devoted husband, father, and grandfather. She offered the condolences of Council to his family, friends, and all those who worked with Mr. Callery.

Council observed a moment of silence in recognition of Mr. Callery's passing.

#### 4. Adoption of the Agenda

Recording Timestamp 00:05:56

Mr. Scott requested a Notice of Motion be added to the Agenda.

Resolution No. CC-114-2024 Moved by Michael Cameron Seconded by Tory Deschamps THAT the Agenda for the September 19, 2024 meeting of the Counties Council be adopted with the following changes: <u>ADDITION</u>

- 15. Closed Meeting 15.3 Personal Matters About an Identifiable Individual
- **11.** Notice of Motion

CARRIED

#### 5. Disclosure of Pecuniary Interest and General Nature Thereof – Nil

Recording Timestamp 00:07:15

## 6. Adoption of the Minutes of the Previous Council Session

Recording Timestamp 00:07:28

#### 6.1 Meeting Minutes Dated July 25, 2024 and Special Meeting Minutes Dates August 12, 2024 and September 3, 2024

Resolution No. CC-115-2024 Moved by Robin Jones Seconded by Corinna Smith-Gatcke THAT the Minutes of the Meeting of the Counties Council held on July 25, 2024 and Special Meeting Minutes held on August 12, 2024 and September 3, 2024 be adopted as circulated.

CARRIED

#### 7. Delegation/Presentations – Nil

Recording Timestamp 00:08:02

#### 8. Staff Reports

## 8.1 Report No. CC-026-2024: Chief Administrative Officer Selection Process

Recording Timestamp 00:08:06

Warden Peckford suggested the first and third paragraphs of the recommendation, to use the search firm and to adopt the Terms of Reference for the CAO Selection Committee, be passed at this meeting, but that the naming of

the members to the Committee be undertaken at the Committee of the Whole meeting in two weeks.

Recording Timestamp 00:10:35

Mr. Hoogenboom agreed with the recommended the second paragraph of the recommendation be removed.

Recording Timestamp 00:12:23

Ms. Jones suggested the number of members of Council on the CAO Selection Committee be increased by one to permit the three possible candidates for Warden being named to the Committee. This would permit the election of an objective Chair and Vice Chair.

Recording Timestamp 00:14:09

Mr. Cameron suggested the Counties look internally for candidates before moving to an executive search firm and an external search. Ms. Little explained that the Counties' Hiring Policy requires an external recruiter be used for the CAO, Director, and Manager positions.

Recording Timestamp 00:19:42

Resolution No. CC-116-2024 Moved by Corinna Smith-Gatcke Seconded by Michael Cameron THAT second paragraph of the motion be amended to read "the Warden and other members of Council be appointed to the CAO Selection Committee at the Committee of the Whole meeting in October".

CARRIED

Recording Timestamp 00:21:44

Mr. Scott suggested an agreement be entered into with the successful CAO candidate that they stay employed with the municipality for a period of three to five years.

Recording Timestamp 00:28:29

Council Meeting Minutes September 19, 2024

> Resolution No. CC-117-2024 Moved by Arie Hoogenboom Seconded by Brant Burrow THAT the motion be further amended to remove the third paragraph of the recommendation.

> > CARRIED

Resolution No. CC-118-2024 Moved by Arie Hoogenboom Seconded by Tory Deschamps THAT the motion regarding CC-026-2024 be amended to read "that Council directs staff to invite the prequalified Executive Search Firms to provide a proposal for the provision of their services with respect to the hiring of a Chief Administrative Office; and THAT the Warden and other members of Council be appointed to the CAO Selection Committee at the Committee of the Whole meeting in October.

CARRIED

8.2 Report No. CC-023-2024: Approval of ATV Use on Designated County Road: Rideau Lakes ATV Club Request

Recording Timestamp 00:30:16

Resolution No. CC-119-2024

Moved by Herb Scott

Seconded by Corinna Smith-Gatcke

THAT the Council grant the Rideau Lakes ATV Club's request to permit All-Terrain Vehicles (ATVs) on the following County Roads:

- County Road 29 (Brockville Street) from Eric Hutcheson Road to south of Van Horne Avenue (Town of Smith Falls Limits), approximately 825m;
- County Road 17 (Jasper Road) from Kitley Line 1 to the Town of Smiths Falls Limits, approximately 4.9km; and

THAT the Council recommends that Schedule 'A' of By-Law No. 15-50 be amended to include the designated County Roads' sections for ATV use; and THAT recommendations for other road sections requested by the Rideau Lakes ATV Club be brought forward at a later date following the completion of assessments.

CARRIED

# 8.3 Report No. CC-024-2024: County Road 11 Speed Reduction (Jones Falls)

Recording Timestamp 00:31:16

Resolution No. CC-120-2024 Moved by Arie Hoogenboom Seconded by Brant Burrow THAT Council approves reducing the speed limit from 70 km/h to 60 km/h on County Road 11 (Jones Falls Road) between Highway 15 and Sand Lake Road in the Township of Rideau Lakes; and THAT the necessary by-law be prepared.

CARRIED

# 8.4 Report No. CC-022-2024: Summary of 2024 Planning Applications to June 30

Recording Timestamp 00:31:48

Recording Timestamp 00:32:06

Mr. Haley requested a report providing a summary of the upcoming changes to the Provincial Policy Statement.

#### 9. Committee Reports/Draft Resolutions

#### 9.1 Committee of the Whole Report Dated September 4, 2024

Recording Timestamp 00:35:01

Resolution No. CC-121-2024 Moved by Roger Haley Seconded by Michael Cameron THAT the Committee of the Whole Report dated September 4, 2024, be adopted as circulated.

CARRIED

Council Meeting Minutes September 19, 2024

# 9.2 Maple View Lodge Committee of Management Report Dated September 5, 2024

Recording Timestamp 00:35:39

Resolution No. CC-122-2024 Moved by Herb Scott Seconded by Tory Deschamps THAT the Maple View Lodge Committee of Management Report dated September 5, 2024 be adopted excluding the following recommendation, which will be addressed separately by Council: 6.2 Report No. MVL-033-2024: Adaptive Re-Use Detail Maple View Lodge 6.3 Report No. MVL-029-2024: GTFH TVs, Mounts, and Installation RFQ

CARRIED

9.2.1 Draft Resolution re: In Principle Adaptive Re-Use - Maple View Lodge

Recording Timestamp 00:37:25

Resolution No. CC-123-2024 Moved by Corinna Smith-Gatcke Seconded by Jeff Shaver THAT Council approve, in principle, the following adaptive re-uses of the existing Maple View Lodge:

- Dormitory style living
- Independent affordable senior living
- Licensed child care program, and

THAT staff be directed to proceed with the preliminary design process and obtain the cost estimates to support the recommended adaptive re-uses.

CARRIED

#### 9.2.2 Draft Resolution re: G. Tackaberry and Family Home Televisions, Mounts and Installation RFQ

Recording Timestamp 00:43:11

Resolution No. CC-124-2024 Moved by Arie Hoogenboom Seconded by Roger Haley Council Meeting Minutes September 19, 2024

> THAT Council approve the purchase and installation of 218 televisions for the G. Tackaberry and Family Home from Cycom Technology Solutions at a cost of \$164,848.00 plus taxes; and THAT the necessary by-law be prepared.

> > CARRIED

# 9.2.3 Turner & Townsend Financial Status Report - G. Tackaberry and Family Home - August 16, 2024

Recording Timestamp 00:43:50

#### **10.** Member Reports

Recording Timestamp 00:44:13

#### 11. By-laws/Notice of Motion

Recording Timestamp 00:44:19

- **11.1** By-law No. 24-69: A By-law to Establish a Supportive Housing Reserve Fund
- **11.2** By-law No. 24-70: A By-law to Adopt the Multi-Year Budget Policy
- **11.3** By-law No. 24-71: A By-law to Prescribe a Rate of Speed on County Road 11 (Jones Falls) in the Township of Rideau Lakes
- **11.4** By-law No. 24-72: A By-law to Prescribe a Rate of Speed on County Road 19 in the Municipality of North Grenville
- 11.5 By-law No. 24-73: A By-law to Amend Schedule "A" to By-law 15-50, Being a By-law to Regulate the Operation of All-Terrain, Multi-Purpose Off-Road Utility and Recreational Off-Road Vehicles on Roads Under the Jurisdiction of the UCLG
- **11.6** By-law No. 24-74: A By-law to Authorize the Purchase of Land from His Majesty the King in Right of Ontario as Represented by the

Minister of Natural Resources and Assume and Dedicate the Said Land for Road Purposes Being Described as 2721 County Road 43

- 11.7 By-law No. 24-75: A By-law to Authorize the Purchase of Land from Sean Garnet White Being Legally Described as 122 Brock Street, PT LTS 55 & 56 BLK 38 PL 67 BEING PTS 1, 2 & 3 PL 28R-14885; BROCKVILLE, PIN 44170-0049 (LT)
- 11.8 By-law No. 24-76: A By-law to Authorize the Purchase of Land from Sean Garnet White Being Legally Described as 109 Perth Street, LT 51-52 BLK 38 PL 67; Brockville PIN 44170-0080 (LT)
- 11.9 By-law No. 24-77: A By-law to Authorize the Execution of Contract No. RFQ IT-2024-03 for G. Tackaberry and Family Home Televisions, Mounts and Installation with Cycom Technology Solutions Inc.

Resolution No. CC-125-2024 Moved by Arie Hoogenboom Seconded by Jeff Shaver THAT By-laws numbered 24-69 to 24-77 be adopted and passed, be signed by the Warden and the County Clerk, sealed with the Seal of the Corporation and be recorded.

#### CARRIED

#### **11.10** Notice of Motion – Commencement of Work by Successful Bidders

Recording Timestamp 00:45:18

Mr. Scott gave notice of a motion for discussion at the next Committee of the Whole meeting to permit the successful bidders of construction projects at the Counties to begin work immediately following the award of the tender at the Committee of the Whole, and prior to the passing of the related by-law.

# 11.11 Notice of Motion – Changes to the Procedural By-law – Election of Warden

Recording Timestamp 00:46:54

Ms. Jones gave notice of a motion to amend the Counties' Procedural By-law, Election of Warden section, to amend the procedures in effect when there are multiple candidates for the position of Warden and no clear winner in the first round of voting.

#### 12. Announcements

Recording Timestamp 00:48:46

Mr. Deschamps congratulated the organizers and volunteers of the Spencerville Fair, which enjoyed another successful year.

Recording Timestamp 00:50:06

Ms. Smith-Gatcke noted the Turkey Fair takes place September 21<sup>st</sup> in Lyndhurst. She extended her thanks to the volunteers and organizers of the event.

Ms. Jones left the meeting at 9:50 a.m.

Recording Timestamp 00:50:34

Ms. Smith-Gatcke noted last week the Township of Leeds and the Thousand Islands held the OLG Celebration in recognition of the funds the Township and Town of Gananoque receive from the casino revenues. She noted a portion of the funds are reinvested in the community through grants to community organizations.

Recording Timestamp 00:51:36

Ms. Smith-Gatcke highlighted the food drive the Seeley's Bay Foodbank is conducting. She noted the growing need for foodbanks and urged members and the community to support their local food banks.

Recording Timestamp 00:52:17

Mr. Hoogenboom noted on September 27<sup>th</sup> and 28<sup>th</sup>, the third annual Delta's Got Talent Contest will take place at the Delta United Church. He noted the contest features local musicians, singers, and comedians who showcase their abilities.

Recording Timestamp 00:53:31

Mr. Haley thanked everyone who participated in the Paddle Poker Run September 14<sup>th</sup>. He noted the event had over 75 participants this year in kayaks, canoes, and swimming.

Recording Timestamp 00:53:50

Mr. Haley noted the fourth annual Agricultural Showcase will be held on October 6<sup>th</sup>, in conjunction with the Leeds County Federation of Agriculture. The event will feature pony rides, a bouncy castle, and displays, all in support of local farmers.

Recording Timestamp 00:54:25

Warden Peckford reported that she and Mr. Cameron, in their capacity as mayors, were interviewed regarding the Treasury Board's mandate to return federal employees to the office. She noted that many local workers have expressed interest in the proposal to establish Kemptville Campus as a federal government site in order to eliminate the commute.

#### 13. Questions from the Media

Recording Timestamp 00:57:10

There were no questions from the media.

#### 14. Questions from the Public

Recording Timestamp 00:57:17

There were no questions from the public.

#### 15. Closed Meeting

Council Meeting Minutes September 19, 2024

Recording Timestamp 00:57:22

Resolution No. CC-126-2024 Moved by Arie Hoogenboom Seconded by Corinna Smith-Gatcke

THAT the Council, as provided in Section 239 (2) of the Municipal Act, 2001 S.O. 2001, Chapter 25, move into a closed meeting at 9:58 a.m. to address matters pertaining to: personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations; Specifically:

- 15.1 Closed Report No. CC-025-2024: Upcoming Recruitment of Senior Leaders
- 15.2 Retirement Transition Program Verbal Update; and
- **15.3** Personal matters about an identifiable individual, including municipal or local board employees

#### CARRIED

Mr. Shaver, Ms. Little, Chief Carss, Ms. Fisher, Mr. Darling, Mr. Guy, Ms. Mills left the meeting at 9:58 a.m.

# 15.1 Closed Report No. CC-025-2024: Upcoming Recruitment of Senior Leaders

Council recessed at 9:58 a.m. and reconvened at 10:16 a.m.

Ms. Tutak left the meeting at 10:26 a.m. and rejoined the meeting at 11:09 a.m.

Ms. Jones returned to the meeting at 11:32 a.m.

#### **15.2 Retirement Transition Program - Verbal Update**

Council recessed at 11:33 a.m. and reconvened at 11:35 a.m.

Ms. Little joined the meeting at 11:35 a.m. and Ms. Tutak left the meeting.

Ms. Little and Mr. Purdy left the meeting at 11:46 a.m.

# 15.3 Personal matters about an identifiable individual, including municipal or local board employees

Resolution No. CC-127-2024 Moved by Corinna Smith-Gatcke Seconded by Roger Haley THAT the closed meeting adjourn and the open meeting of the Counties Council resume at 11:56 a.m.

CARRIED

## **15.4 Reporting Out from Closed Meeting**

Recording Timestamp 00:58:38

With respect to Item 15.1, Warden Peckford reported Council met in closed session to discuss matters about an identifiable individual and labour relations or employee negotiations, specifically regarding Closed Report No. CC-025-2024: Upcoming Recruitment of Senior Leaders. She noted Council would now consider a motion in open session.

Ms. Jones requested a Recorded Vote.

#### Resolution No. CC-128-2024

Moved by Brant Burrow

Seconded by Tory Deschamps

THAT the number of potential concurrent vacancies in the organization's senior management team is unprecedented; and

THAT the current hiring policies may be too restrictive to generate the best overall outcome in these specific circumstances; and

THAT the Council of the United Counties of Leeds and Grenville shall set aside its normal hiring policies in order to provide more flexibility with respect to filling Director level vacancies; and

THAT this scoped suspension of policy remain active for the next 180 days. CARRIED

MEMBER	YEA	NAY
BURROW, BRANT	X	
CAMERON, MICHAEL	X	
DESCHAMPS, TORY	X	
HALEY, ROGER		X
HOOGENBOOM, ARIE	X	

JONES, ROBIN		X
PECKFORD, NANCY	Х	
SCOTT, HERB	Х	
SHAVER, JEFF		
SMITH-GATCKE, CORINNA	Х	
TOTALS	7	2

Warden Peckford reported Council met in closed session under Item 15.2 to discuss matters pertaining to personal matters about an identifiable individual, including municipal or local board employees and labour relations; Specifically: Retirement Transition Program – Verbal Report. She noted Council provided instruction to staff.

Warden Peckford reported Council met in closed session under Item 15.3 to discuss matters pertaining to: personal matters about an identifiable individual, including municipal or local board employees. She noted Council took no formal action.

#### **16.** Confirmatory By-law

Recording Timestamp 01:04:35

Resolution No. CC-129-2024 Moved by Herb Scott Seconded by Corinna Smith-Gatcke THAT By-law Number 24-78 Being a By-law to Confirm the Proceedings of the Council of the United Counties of Leeds and Grenville at its meeting held on September 19, 2024, be adopted and passed, be signed by the Warden and the County Clerk, sealed with the Seal of the Corporation and be recorded.

CARRIED

#### 17. Adjournment

Recording Timestamp 01:05:01

#### Resolution No. CC-130-2024

# Moved by Arie Hoogenboom Seconded by Michael Cameron THAT the regular meeting of the Counties Council now adjourn at 12:03 p.m.

CARRIED

Nancy Peckford, Warden

Geoff Clarke, County Clerk

# The Corporation of the United Counties of Leeds and Grenville Special Council Minutes

# Wednesday, October 9, 2024 11:36 a.m. Council Chambers 25 Central Avenue West, Brockville, Ontario

- Members Present: Roger Haley, Past Warden Brant Burrow, Mike Cameron, Tory Deschamps, Arie Hoogenboom, Robin Jones, Jeff Shaver, Corinna Smith-Gatcke
- Staff Present:Rick Kester, Director of Public Works<br/>Kim Little, Director of Corporate Services<br/>Jeff Carss, Paramedic Service Chief<br/>Pat Huffman, Treasurer<br/>Ann Weir, Manager of Economic Development<br/>Geoff Clarke, Interim County Clerk/Manager of Legislative Services<br/>Andrea Bolton, Deputy Clerk (Recording Secretary)

#### 1. Call to Order

Recording Timestamp 00:00:01

Past Warden Haley called the meeting to order at 11:36 a.m. and stated the purpose of the Special Meeting was to consider a by-law to adopt a voluntary retirement transition program policy on a trial basis. He offered regrets on behalf of Warden Peckford and Mr. Scott.

#### 2. Adoption of the Agenda

Recording Timestamp 00:00:31

Resolution No. CC-131-2024 Moved by Michael Cameron Seconded by Arie Hoogenboom THAT the Agenda for the October 9, 2024 Special Meeting of the Counties Council be adopted as circulated.

#### CARRIED

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

Recording Timestamp 00:00:47

#### 4. By-laws

4.1 By-law No. 24-79: A By-law to Adopt a Voluntary Retirement Transition Program Policy on a Trial Basis

Recording Timestamp 00:00:57

Resolution No. CC-132-2024 Moved by Jeff Shaver Seconded by Tory Deschamps THAT By-law numbered 24-79 be adopted and passed, be signed by the Warden and the County Clerk, sealed with the Seal of the Corporation and be recorded.

CARRIED

#### 5. Questions from the Media

Recording Timestamp 00:01:30

There were no questions from the media.

#### 6. Questions from the Public

Recording Timestamp 00:01:35

There were no questions from the public.

#### 7. Closed Meeting – Nil

Special Council Meeting Minutes October 9, 2024

Recording Timestamp 00:01:39

#### 8. Confirmatory By-law

Recording Timestamp 00:01:41

Resolution No. CC-133-2024 Moved by Robin Jones Seconded by Jeff Shaver THAT By-law Number 24-80 Being a By-law to Confirm the Proceedings of the Council of the United Counties of Leeds and Grenville at its special meeting held on October 9, 2024 be adopted and passed, be signed by the Warden and the County Clerk, sealed with the Seal of the Corporation and be recorded.

CARRIED

#### 9. Adjournment

Recording Timestamp 00:02:11

Resolution No. CC-134-2024 Moved by Corinna Smith-Gatcke Seconded by Brant Burrow THAT the special meeting of the Counties Council now adjourn at 11:38 a.m. CARRIED

Nancy Peckford, Warden

Geoff Clarke, County Clerk

**OCTOBER 24, 2024** 

## **COUNCIL REPORT**

#### **REPORT NO. CC-028-2024**

## CHIEF ADMINISTRATIVE OFFICER SELECTION PROCESS

# KIMBERLY LITTLE DIRECTOR OF CORPORATE SERVICES

#### **RECOMMENDATIONS**

**THAT** Council provides staff with four (4) names from Council, along with the current Warden to serve as the CAO Selection Committee on behalf of Council; and

**THAT** the CAO Selection Committee provides several potential times for the CAO Selection Committee within ten (10) days to review; OR

**THAT** the CAO Selection Committee delegates the selection RFP tenders to Administration; and

**THAT** the Terms of Reference as attached to Report No. CC-028-2024 be adopted.

#### FINANCIAL IMPLICATIONS

Executive Search firm fees are typically calculated as either a percentage of the salary of the first-year base salary, with a range customarily in the twenty (20) to thirty (30) percent range (%), or a retainer fee plus expenses. The Chief Administrative Officer has a salary range of \$196,450 - \$233,760 per the 2024 Non-Union wage grid.

The estimated fees for this search are estimated to be within the range of \$39,450 to \$70,000 with the majority of costs being expected in 2025 at the conclusion of the selection process.

## **CLIMATE CHANGE IMPLICATIONS**

Where candidates for this search may reside in varying geographic locations, Administration suggests we offer virtual meeting options in the first round of selection to avoid environmental impacts of travelling in meeting with candidates.

# **ACCESSIBILITY CONSIDERATIONS**

As a sophisticated employer we are prepared and equipped to be able to respond to any requests or questions from candidates regarding any personal accommodations that may need to be considered as part of this process.

# **COMMUNICATIONS CONSIDERATIONS**

Regular updates will be made available through Council updates, and corporate communication activities will be utilized towards the end of the process in communicating the successful completion of the search.

# BACKGROUND

In August 2024, Council and Mr. Callery arranged through a mutually negotiated agreement to conclude to his term as Chief Administrative Officer (CAO) and opted to undertake a search for a new C.A.O. Ms. Tutak was appointed Interim CAO to fulfill the duties of CAO until such time as a permanent replacement is secured.

In late 2020 Council conducted a similar search to replace a departed CAO. A Selection Committee was created with three (3) members of Council being appointed and participating on behalf of Council. The Selection Committee, working with the search firm, reviewed and created a shortlist of nine (9) candidates for initial screening; with three (3) second round interviews being conducted with all of Council before ultimately deciding on a single candidate. The search firm was also responsible for negotiating the final terms of the compensation package and conducting the proper references.

# **DISCUSSION/ALTERNATIVES**

**Selection Committee.** With direction from Council, Administration is proposing the Selection Committee be established with the current Warden sitting as Chair, and four (4) other members being selected amongst Council, with one being appointed Deputy Chair of the committee.

**Vendor Selection.** Administration has received the Proposals from all five of the prequalified executive search firms, and is ready to share the packets with the Selection Committee to evaluate and determine the search partner in this recruitment. Alternatively, Council may choose to delegate this decision to Administration if it is deemed appropriate.

**Process Overview.** With the selection of an executive search firm, the following process is a generalized overview of an executive recruitment process:

- 1) <u>Screening Process</u>: Establish the steps within screening/selection procedure and codify the process with the search firm that will become the briefing document that will be shared in communicating to candidates.
- Long List Presentation: The search firm is then responsible for talent sourcing and screening of potential candidates to create a "long-list" of people to be presented to the Selection Committee for determining those selected for a first stage interview.
- <u>Short List Determination</u>: With the creation of a "short-list" of candidates to be interviewed formally and as determined by the Selection Committee, the Selection Committee will then need to build interview questions for meeting with candidates with the search firm.
- <u>1<sup>st</sup> Stage Meetings</u>: Conduct interviews and determine successful candidates for the next stage of the process.
- 5) <u>2<sup>nd</sup> Stage Meetings / Presentation</u>: This stage of interview is typically reduced to two (2) candidates but is not uncommon to include a third if warranted. This stage could be a second question and answer interview and or predetermined presentation topic to determine preferred candidate for final selection.

- 6) <u>References & Negotiations:</u> With the determination of the preferred candidate, it is recommended that Council enter into negotiations with the preferred candidate while conducting a simultaneous reference check using the search firm as the point of contact for both activities.
- 7) <u>Acceptance & Onboarding</u>: At the successful conclusion of the negotiations the transition process will be defined and the standard corporate processes for onboarding and communications will assume coordination of the onboarding and other technical details of beginning employment.
- 8) <u>Setting Objectives & Performance Evaluations</u>: Upon the start of employment of the new CAO it is customary to establish organizational goals and priorities that are codified within a document for transparency and accountability within the first months of the new role.

Due to the nature and scope of this position, it can be expected that this search could take between five (5) to seven (7) months from the time of initiating the interview process to the successful completion of the onboarding process.

# **ATTACHMENTS**

- A Terms of Reference, CAO Selection Committee
- B Scope of Work for Executive Search Firm

The report set out above has been reviewed and the information verified by the individuals listed below.

KIMBERLY LITTLE	OCTOBER 17, 2024
DIRECTOR OF CORPORATE SERVICES	DATE
PAT HUFFMAN	OCTOBER 17, 2024
TREASURER	DATE
ALISON TUTAK	OCTOBER 17, 2024
INTERIM CHIEF ADMINISTRATIVE OFFICER	DATE

# **Attachment A – Terms of Reference, CAO Selection Committee**

## Purpose of the Committee:

The purpose of the CAO Selection Committee is to ensure the efficient and effective recruitment and selection of a new Chief Administrative Officer for the United Counties of Leeds and Grenville.

## Membership:

Council shall appoint a CAO Selection Committee comprised of:

- The Warden and four (4) members of Counties Council
- If, upon the selection of the new Warden in December 2024, the newly elected Warden is not already a member of the Committee, they will become a member
- Members shall be appointed in accordance with the Counties approved procedures

#### **Meetings:**

The Committee will,

- appoint a Chair and Vice-Chair;
- meet as required to complete the CAO selection process; and
- follow accepted practices for municipal meetings as outlined in the Counties procedural by-law.

# **Duties of the Committee**

- 1. Review and evaluate Proposals for the selection of an Executive Search Firm and provide recommendation to Council on the engagement of the Firm.
- 2. Work with the Executive Search Frim to undertake a fulsome search for a new CAO, and provide direction as required.
- 3. With the assistance of the Executive Search Firm, short-list and interview candidates for the position of Chief Administrative Officer.
- 4. Recommend to Counties Council the top candidates for a final interview with full Counties Council.

# **Resources to the Committee**

The Manager of Human Resources will provide human resources advice to the Committee. The County Clerk or designated Deputy Clerk, will provide administrative and clerking responsibilities to the Committee.

## Attachment B – Scope of Work for Executive Search Firm

As a prequalified Executive Search firm for the Counties, you are invited to submit a brief proposal to provide the following services. Your proposal should not exceed five (5) pages in length.

The successful proponent will provide the following services:

- a) Provide a search strategy to identify and recruit a qualified and suitable candidate for the position of Chief Administrative Officer (CAO). The strategy will include:
  - A schedule for recruitment review, interview and selection;
  - A national search, including the preparation of a job announcement and application process, production of advertising materials, recruitment/candidate sourcing using a variety of appropriate resources including targeted, personal recruitment of potential candidates;
  - Review and screen applications, including verification of credentials, qualifications and recommendations.
- b) Work with a sub-committee of Counties Council, called the CAO Selection Committee.
- c) The CAO Selection Committee will review the successful proponent's initial list of candidates to be interviewed in order to develop a preferred "short list". The successful proponent must disclose any relationship with any candidate and any actual or perceived conflict of interest.
- d) Interviews will be conducted of the short-listed candidates by the CAO Selection Committee.
- e) All of Council will participate in the interview(s) of the candidates advancing from the short-listed interviews.
- f) The successful proponent will coordinate, participate in, and attend the interview process with both the Committee and Council, assist in preparing interview questions, provide coaching on recruitment and interviewing as well as other techniques to evaluate candidates.
- g) The successful proponent will conduct reference checks of Council's preferred candidate.
- h) The successful proponent will negotiate a job offer with Council's preferred candidate.
- i) The successful proponent will notify unsuccessful candidates.
- j) The successful proponent will prepare and provide background material for Reports to Council as required and requested.
- k) The proposed Job Description for the Chief Administrative Officer is attached hereto.

#### UNITED COUNTIES OF LEEDS AND GRENVILLE

#### COMMITTEE OF THE WHOLE REPORT

# To the Warden and Members of Council of the United Counties of Leeds and Grenville

#### Members, We, your Committee of the Whole, beg leave to report as follows:

The Committee of the Whole met October 9, 2024 at 9:00 a.m. in the Council Chambers, 25 Central Avenue West, Brockville.

Members Present:	Arie Hoogenboom, Chair Brant Burrow, Michael Cameron, Tory Deschamps, Roger Haley, Robin Jones, Jeff Shaver, Corinna Smith-Gatcke
Staff Present:	Rick Kester, Director of Public Works Kim Little, Director of Corporate Services Jeff Carss, Paramedic Service Chief Pat Huffman, Treasurer Cherie Mills, Manager of Planning Services Ann Weir, Manager of Economic Development Geoff Clarke, Interim County Clerk/Manager of Legislative Services Andrea Bolton, Deputy Clerk (Recording Secretary)

#### **Others Present:** Emily Conger

#### 1. Call to Order

Recording Timestamp 00:00:01

The Chair called the meeting to order at 9:00 a.m. and offered regrets on behalf of Warden Peckford and Mr. Scott.

#### 2. Adoption of the Agenda

Recording Timestamp 00:00:23

#### Resolution No. CW-131-2024

Committee of the Whole Meeting Minutes October 9, 2024

> Moved by Roger Haley Seconded by Tory Deschamps THAT the Agenda for the October 9, 2024 meeting of the Committee of the Whole be adopted as circulated.

> > CARRIED

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

Recording Timestamp 00:00:42

#### 4. Adoption of the Minutes of the Previous Meeting

#### 4.1 Meeting Minutes Dated September 4, 2024

Recording Timestamp 00:00:54

Resolution No. CW-132-2024 Moved by Michael Cameron Seconded by Robin Jones THAT the Minutes of the Committee of the Whole Meeting held on September 4, 2024 be adopted as circulated.

#### CARRIED

#### 5. Delegations/Presentations

#### 5.1 Emily Conger, Algonquin to Adirondacks Collaborative re: Road Ecology and the Right to Roam Report

Recording Timestamp 00:01:30

Ms. Conger explained the purpose of her delegation is to discuss the Algonquin to Adirondacks' (A2A) Right to Roam Report and the death of wildlife on roadways. Ms. Conger explained the importance of this area to wildlife migration patterns owing to the Frontenac Arch and the geology of the region. Ms. Conger noted one of the threats wildlife face is climate change and the lack of ice on the St Lawrence River. She pointed to another threat to wildlife, mortality from traffic on the roadways. She noted the Counties has taken important first steps in protecting wildlife on roadways in Leeds and Grenville, which includes evaluating the impact on turtles when developing or improving infrastructure in the Counties. Ms. Conger explained the request from the A2A is focused on the Highway 401, County Road 2 and the 1000 Islands Parkway and creating eco-passageways that permit wildlife to pass over or under roads safely; A2A is requesting the support of the Counties with respect to these overpasses and underpasses. She explained the A2A is working with the federal government and the State of New York to improve landscape connections to the Thousand Islands. She noted the A2A is asking Council to consider the recommendations in the Right to Roam Report that pertain to County Road 2, and to consider mitigation measures to enable wildlife migration around Charleston Lake on County Roads 3, 4, and 5.

Recording Timestamp 00:21:45

In response to a question by Mr. Burrow, Mr. Kester confirmed the Public Works Department is working toward protecting wildlife, and stated the information in the Report will help to inform their work.

Ms. Conger left the meeting at 9:27 a.m.

#### 6. Staff Reports - Action Reports

#### 6.1 Administration

## 6.1.1 Economic Development Quarterly Update - Ann Weir, Manager of Economic Development

Recording Timestamp 00:26:31

Ms. Weir provided the Committee with the Economic Development Quarterly Update, noting the Economic Development Summit will take place Friday, November 22<sup>nd</sup> and will feature the Minister of Energy and Electrification as the keynote speaker. She said the Bill Thake Memorial Economic Development Leadership Award will be announced October 15<sup>th</sup>. She explained the Ministry continues to review the Small Business Program and she met with the Assistant Deputy Minister in September to provide perspective as a new contract holder to the program. She noted there is no further discussion with Smiths Falls until more details are provided from the Province. Ms. Weir updated the Committee with respect to August cohort of Summer Company, and noted the next Starter Company Plus cohort will graduate in October in combination with Small Business Week. She noted the featured small businesses in the Smiths Falls Starter Company program is in the most recent eNewsletter.

Ms. Weir outlined the talent attraction and workforce development activities of the Department, which include participating in Career and Training Expos and job fairs, which include promoting Maple View Lodge. Ms. Weir said staff are moving into a more proactive approach to advertisements as part of marketing and communications. She noted they have combined the Counties' eNewsletter with the Small Business Centre's eNewsletter, increasing the reach of both publications. Ms. Weir provided updated numbers and statistics related to the Business Directory, which features 4,535 businesses and includes health care and doctors, as well as coding to include grocery stores in the tourism section. She noted the success of the Adventures brochures and indicated there would be more available earlier in 2025. She explained Leeds and Grenville is now featured in the Edible Ottawa publication.

Ms. Weir noted 2025 marks the end of the Economic Development Strategic Areas of Focus. She concluded by noting that 99.45% of the companies in Leeds and Grenville are small businesses with either no employees, or with fewer than 99 employees, which is slightly higher than the provincial average. Going forward, Ms. Weir suggested that staff examine the growth that takes place at the five-year mark of businesses by utilizing focus groups based on geography and sector. She also stated staff would continue with the annual survey in 2025, and develop a business continuum strategy that moves through business start up, maturity to succession planning. Ms. Weir indicated continued support can be provided to businesses through an update of Summer Company and Starter Company Plus, a mentorship program, workshops for digital advancement and technology, and a business coach program.

Recording Timestamp 00:48:55

Mr. Haley asked if there was any discussion from the businesses with respect to the quality of broadband in Leeds and Grenville. Ms. Weir indicated she would include that in the annual business survey, saying that it has not been raised as a high priority item thus far.

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#### 6.1.2 Report No. CW-080-2024: 2025 Budget Timetable and Guidelines

Recording Timestamp 00:52:23

Recording Timestamp 00:53:32

Mr. Burrow suggested that in light of the increase in OPP costs municipalities are facing in 2025 and beyond, and given the surplus being projected at the Counties, the Committee consider forgoing the 2.5% toward the Maple View Lodge redevelopment and using the surplus in its place. Mrs. Huffman noted the amounts presented represent base budgeting and do not address service level improvements in Paramedic Service or staffing for the 192-bed G. Tackaberry and Family Home. She said the 2.5% is included to service the debt related to the construction of the G. Tackaberry and Family Home.

Resolution No. CW-133-2024 Moved by Roger Haley Seconded by Brant Burrow THAT the Committee of the Whole recommends that the 2025 Draft Budget Timeline presented in Report CW-080-2024 be approved; and THAT staff be directed to prepare a 2025 draft Operating Budget with a target increase of 3.15% on the general levy; and THAT the Operating Budget include an incremental increase of 2.5% towards the re-development of Maple View Lodge to help address future annual debenture costs and an incremental increase of 0.5% to the Dedicated Infrastructure Levy to help address the infrastructure deficit. CARRIED

#### 6.1.3 Report No. CW-079-2024: 2023 Consolidated Financial Statements

Recording Timestamp 01:18:29

Resolution No. CW-134-2024 Moved by Corinna Smith-Gatcke Seconded by Michael Cameron THAT the Committee of the Whole recommends that the 2023 Consolidated Financial Statements as attached to Report No. CW-079-2024 be approved. CARRIED

# 6.1.4 Report No. CW-077-2024: Operating Budget Projection Report as of August 2024

Recording Timestamp 01:19:15

Resolution No. CW-135-2024 Moved by Jeff Shaver Seconded by Roger Haley THAT the Committee of the Whole recommends that the Operating Budget Projection Report as of August 2024 as attached to Report No. CW-077-2024 be accepted.

CARRIED

# 6.1.5 Report No. CW-078-2024: Capital Budget Projection Report as of August 2024

Recording Timestamp 01:19:58

Recording Timestamp 01:24:33

Ms. Jones noted a decision has yet to be made with respect to the Andrewsville Bridge. She encouraged Council to find a resolution to this issue within this term of Council.

Resolution No. CW-136-2024 Moved by Tory Deschamps Seconded by Michael Cameron THAT the Committee of the Whole recommends that the Capital Budget Projection Report as of August 2024 as attached to Report No. CW-078-2024 be accepted.

CARRIED

#### 6.1.6 Report No. CW-085-2024: 2025 Regular Meeting Schedule

Recording Timestamp 01:33:43

Recording Timestamp 01:35:03

Committee of the Whole Meeting Minutes October 9, 2024

> Ms. Jones recommended Councillors book their hotels for the Rural Ontario Municipal Association (ROMA) Conference for the Saturday night to ensure they are able to take part in the Sunday morning events, giving them the best experience.

Council recessed at 10:36 a.m. and reconvened at 10:51 a.m.

Resolution No. CW-137-2024 Moved by Robin Jones Seconded by Brant Burrow THAT the Committee of the Whole recommends approval of the 2025 Regular Meeting Schedule as attached to Report No. CW-085-2024.

CARRIED

#### 6.2 Corporate Services

#### 6.2.1 Report No. CW-081-2024: Lease Agreement Extension - 32 Wall Street

Recording Timestamp 01:35:59

Resolution No. CW-138-2024

Moved by Brant Burrow

Seconded by Corinna Smith-Gatcke

THAT the Committee of the Whole recommends a fourth lease extension and amending agreement be entered with His Majesty the King in Right of Ontario as represented by Minister of Infrastructure for leased space on the second floor of 32 Wall Street in Brockville; and THAT the necessary by-law be prepared.

CARRIED

# 6.2.2 Report No. CW-083-2024: Voluntary Retirement Transition Program Policy

Recording Timestamp 01:36:46

Resolution No. CW-139-2024 Moved by Roger Haley Seconded by Jeff Shaver THAT Committee of the Whole recommends the adoption of the Voluntary Retirement Transition Program Policy on a trial basis to December 31, 2025; and

THAT the necessary by-law by prepared.

CARRIED

#### 6.3 Public Works

# 6.3.1 Report No. CW-072-2024: Award of Contract No. PW-2024-18 -Supply and Delivery of Sodium Chloride Brine Solution

Recording Timestamp 01:37:49

Resolution No. CW-140-2024

Moved by Roger Haley

Seconded by Michael Cameron

THAT the Committee of the Whole recommends Contract No. PW-2024-18 for the Supply and Delivery of Sodium Chloride Brine Solution be awarded to Road Maintenance Equipment & Services Inc. for a two (2) year term in the amount of \$122,040.00, excluding taxes; and

THAT the Committee of the Whole recommends, authorizing staff, upon satisfactory contractor performance, to exercise the option to extend Contact No. PW-2024-18 with Road Maintenance Equipment & Services Inc. for a period of up to two (2) additional one (1) year terms, based on budget, at their tendered bid prices of \$61,155.00 for Year Three and \$61,245.00 for Year Four, excluding taxes; and THAT the necessary by-law be prepared.

#### CARRIED

8

# 6.3.2 Report No. CW-084-2024: Lifting of Load Restrictions on Hyndman Bridge

Recording Timestamp 01:39:31

Recording Timestamp 01:40:08

Mr. Deschamps asked if the bridge was fully open. Mr. Kester noted work needs to be completed on the surface of the bridge and one lane is open. Mr. Deschamps encouraged the Public Works Department to communicate this

Committee of the Whole Meeting Minutes October 9, 2024

information to the School Boards and Agricultural community. Mr. Kester stated they would engage social media to share the information.

Resolution No. CW-141-2024 Moved by Tory Deschamps Seconded by Corinna Smith-Gatcke THAT the Committee of the Whole authorizes lifting the designated load restrictions limiting the weight of vehicles passing over Hyndman Bridge on County Road 22; and THAT the necessary by-law be prepared to repeal By-law No. 21-75, which designates a load restriction on Hyndman Bridge in the Township of Edwardsburgh/Cardinal.

CARRIED

## 7. Staff Reports - Information Reports

# 7.1 Report No. CW-082-2024: Provincial Planning Statement - Summary of Major Changes

Recording Timestamp 01:41:36

Ms. Mills presented a summary of the report, noting the changes to the Provincial Policy Statement (PPS), which is issued under the Planning Act, comes into effect October 20, 2024. Ms. Mills noted the Counties is now required to base population projections and employment growth based on Ministry of Finance projections, and the Official Plan can plan for at least 20 to no more than 30 years. She said this will impact the Counties' Growth Management Strategy, which has been updated, issued and posted online. Ms. Mills explained the new PPS focuses on complete communities, noting some communities in the Settlement Areas of the Counties meets the definition of complete communities.

Ms. Mills noted the PPS continues to promote housing, and has added a focus on underutilized commercial and institutional sites, in particular shopping malls and plazas. She stated the definition of housing types has been updated to include laneway housing, garden suites, and specifically listing new housing arrangements and forms such as multi-generational housing. She explained coordination with Housing Service Managers is now required to address the full range of housing options. With respect to Settlement Area, Ms. Mills emphasized they continue to remain a focus for growth and development within strategic growth areas, including the establishment of density targets. She said expansion of Settlement Areas are no longer restricted to the time of a comprehensive review, they can now occur at any time provided planning authorities consider seven criteria. She noted the new PPS did not make significant changes to the rural areas and rural lands in municipalities, but did not carry forward the idea of multi-lot residential lands.

Ms. Mills explained there is a focus on intensification of employment uses and support of complete communities to promote economic development, noting lands may be converted from employment areas at any time, subject to criteria. With respect to sewage, water, and stormwater, Ms. Mills said municipalities can now pass by-laws to allocate and reallocate unused municipal water and sewer capacity; it also allows for partial service provisions in some rural settlement area. Regarding Agriculture, Ms. Mills noted planning authorities are still required to protect prime agricultural lands using an agricultural system approach using provincial guidance. She noted the new PPS will make it easier to establish more housing on farms, permitting up to two additional residential uses on a farm, and saying the proposed severances on agricultural lands were not carried forward from the draft PPS. She concluded by noting that staff will be reviewing the Counties' Official Plan to ensure it complies with the new PPS. She noted they are required to undertake early engagement with indigenous communities, and collaborate with publicly-assisted post secondary institutions and school boards, as well as establishing minimum density targets for growth and development.

Recording Timestamp 01:59:04

With respect to split systems, Mr. Burrow asked if this extends to the ability to establish a Settlement Area where, in order to make it feasible, a partial service will be required; does this provide the municipality the ability to establish a split service. Ms. Mills indicated she would look into this and provide the answer to the Committee.

Recording Timestamp 02:04:18

Ms. Jones expressed concern regarding the growth study, encouraging staff to consult with the lower tier municipalities early in the process. With respect to engaging other groups such as indigenous groups, she encouraged meaningful consultation.

Recording Timestamp 02:07:35

Mr. Shaver recommended early consultation as well, noting how important it is for the Counties to avoid interfering with the momentum at the lower tier level regarding economic development and planning. He suggested if the Planning Department at the Counties requires additional resources, they should approach the Committee with that request.

Resolution No. CW-142-2024 Moved by Tory Deschamps Seconded by Robin Jones THAT the Information Report listed on the Committee of the Whole Agenda Dated October 9, 2024 be received and filed.

CARRIED

#### 8. Sub-Committee, Ad Hoc Committee, and Member Reports

#### 8.1 Eastern Ontario Wardens' Caucus Update - Warden Peckford

Recording Timestamp 02:10:35

Ms. Smith-Gatcke stated the Warden wished Council to know the next EOWC meeting she will attend will be held October 18<sup>th</sup>.

#### 8.2 AMO Board Update - Robin Jones

Recording Timestamp 02:11:01

Ms. Jones noted as President of the Association of Municipalities of Ontario (AMO) she is also on the Board of the Federation of Canadian Municipalities (FCM). She reported the FCM conducted a survey of 10,000 people across Canada and it confirmed their major concerns are homelessness, mental health, housing, and public safety. She confirmed the briefings the AMO Board is receiving are related to the first three concerns, indicating she hopes to have more information to share with the Committee soon. She noted the ROMA Conference is coming up in January.

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## 8.3 Leeds, Grenville and Lanark District Health Unit Update - Robin Jones and Tory Deschamps

Recording Timestamp 02:12:38

Mr. Deschamps reported the next meeting is the 17<sup>th</sup> of October. He noted the Finance Committee meetings were postponed because an item needed to be addressed in the audit; those documents have just become available.

Recording Timestamp 02:13:30

Ms. Jones stated there is not a lot to share with respect to the merger. She noted the timelines within which the Health Unit should have received the confirmation letter and budget from the Province have expired. She said the Transition Team have sent correspondence to the Minister, hand delivered by MPP Jordan and MPP Clark. She noted there are nine Boards of Health involved in merger discussions across Ontario and they have received no explanation for the delay. She said staff are involved in developing a budget for the new organization as well as for the existing Health Units in the event the January 1<sup>st</sup> deadline is not met. She concluded by noting the Health Units are committed to the merger, and believe this is the best path forward for the Lanark, Leeds and Grenville Health Unit. She noted the next meeting is October 10<sup>th</sup>.

#### 9. Information Items

#### 9.1 Information Items List Dated October 9, 2024

Recording Timestamp 02:15:55

This information item list was received and filed.

#### **10. Unfinished Business**

#### 10.1 CAO's Report - Policy and Action Requests

Recording Timestamp 02:16:06

#### **11.** Announcements

Recording Timestamp 02:16:22

#### 12. Notices of By-law/Notices of Motion

Recording Timestamp 02:16:33

- 12.1 A By-law to Authorize a Lease Agreement Extension with His Majesty the King in Right of Ontario as Represented by the Minister of Infrastructure for Leased Space at 32 Wall Street, Brockville
- 12.2 A By-law to Adopt a Voluntary Retirement Transition Program Policy on a Trial Basis to December 31, 2025
- 12.3 A By-law to Authorize the Execution of Contract No. PW-2024-18 with Road Maintenance Equipment & Services Inc. for Supply and Delivery of Sodium Chloride Brine Solution
- 12.4 A By-law to Repeal By-law No. 21-75 Being a By-law to Establish Load Restrictions on Hyndman Bridge in the Township of Edwardsburgh Cardinal

Recording Timestamp 02:16:52

Ms. Smith-Gatcke provided a Notice of Motion regarding the creation of a Finance Committee. She said this type of Committee could be of assistance in finding efficiencies and providing a Council perspective to the management of the budget.

#### **13.** Questions from the Media

Recording Timestamp 02:18:12

There were no questions from the media.

#### **14.** Questions from the Public

Recording Timestamp 02:18:16

There were no questions from the public.

#### 15. Closed Meeting – Nil

Recording Timestamp 02:18:20

#### 16. Adjournment

Recording Timestamp 02:18:27

Resolution No. CW-143-2024 Moved by Jeff Shaver Seconded by Tory Deschamps THAT the meeting of the Committee of the Whole adjourn at 11:35 a.m. CARRIED

All of which is respectfully submitted this 24<sup>th</sup> day of October, 2024.

#### UNITED COUNTIES OF LEEDS AND GRENVILLE

#### MAPLE VIEW LODGE COMMITTEE OF MANAGEMENT REPORT

### To the Warden and Members of Council of the United Counties of Leeds and Grenville

### Members, We, your Maple View Lodge Committee of Management, beg leave to report as follows:

The Maple View Lodge Committee of Management met October 10, 2024 at 9:00 a.m. in the Council Chambers, 25 Central Avenue West, Brockville.

<b>Members Present:</b>	Arie Hoogenboom, Vice Chair
	Michael Cameron, Roger Haley, Corinna Smith-Gatcke

- Staff Present:Kim Little, Director of Corporate Services<br/>Cathy Fisher, Maple View Landings Administrator<br/>Mario Garcia, Maple View Landings Construction Project<br/>Administrator<br/>Pat Huffman, Treasurer<br/>Geoff Clarke, Interim County Clerk/Manager of Legislative Services<br/>Andrea Bolton, Deputy Clerk (Recording Secretary)
- Others Present: Hazem Osman, Turner & Townsend

#### 1. Call to Order

Recording Timestamp 00:00:01

The Chair called the meeting to order at 9:00 a.m. and offered regrets on behalf of Warden Peckford and Mr. Scott.

#### 2. Adoption of the Agenda

Recording Timestamp 00:00:17

Resolution No. MVL-042-2024 Moved by Corinna Smith-Gatcke

#### Seconded by Michael Cameron

THAT the Agenda for the October 10, 2024 meeting of the Maple View Lodge Committee of Management be adopted with the following changes: <u>DELETIONS:</u>

- 6.2 Report No. MVL-034-2024: GTFH Television Service Contract
- 10.1 A By-law to Authorize the Execution of an Agreement with Bell Canada to Supply and Install Infrastructure for the Provision of Television Programming at the G. Tackaberry and Family Home

CARRIED

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

Recording Timestamp 00:01:06

#### 4. Adoption of the Minutes of the Previous Meeting

#### 4.1 Meeting Minutes Dated September 5, 2024

Recording Timestamp 00:01:21

Resolution No. MVL-043-2024 Moved by Roger Haley Seconded by Michael Cameron THAT the Minutes of the Maple View Lodge Committee of Management meeting held on September 5, 2024 be adopted as circulated.

CARRIED

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#### 5. Delegations/Presentations – Nil

Recording Timestamp 00:01:45

#### 6. Redevelopment

#### 6.1 Report No. MVL-037-2024: Maple View Landings Redevelopment Project Monthly Update

Recording Timestamp 00:01:48

Recording Timestamp 00:08:44

With respect to Ms. Smith-Gatcke's question regarding the funding related to the rurality score and funding relocation costs for Personal Support Workers, Ms. Fisher noted Maple View Lodge has received nothing in writing from the Province. Mr. Clarke said he will ensure the Committee of Management and the Counties receive confirmation of all that was promised by the Province in the recent meeting with the Ministry.

Recording Timestamp 00:10:33

Mr. Hoogenboom requested a high-level summary of what the funding can be used for and if there is a cap. Ms. Fisher said she would follow-up on this request. Mr. Hoogenboom requested information on how many people can be supported for relocation.

#### 6.2 Report No. MVL-034-2024: GTFH Television Service Contract

Recording Timestamp 00:11:57

This item was removed from the agenda.

#### 7. Staff Reports

#### 7.1 Report No. MVL-036-2024: Administrator's Report

Recording Timestamp 00:12:02

#### 7.2 Report No. MVL-035-2024: Maple View Lodge Financial Projection Report as of August 2024

Recording Timestamp 00:17:01

Ms. Smith-Gatcke asked whether the Counties should be pressing the Province with respect to re-examining funding formula for raw foods given the cost of food inflation.

Recording Timestamp 00:18:47

Mr. Hoogenboom suggested a delegation with the Minister at the Rural Ontario Municipal Association (ROMA) Conference would be appropriate, stating the background information could be provided by the Maple View Landings Administrator.

Recording Timestamp 00:20:00

Ms. Smith-Gatcke noted that Maple View Lodge is not the only long-term care facility that experiences this challenge. Mr. Hoogenboom suggested the delegation be coordinated with St. Lawrence Lodge, as that facility is likely experiencing the same challenges.

#### 8. Unfinished Business

Recording Timestamp 00:21:41

#### 9. Member Reports/Announcements

Recording Timestamp 00: 21:43

#### 10. Notice of By-law/Notice of Motion

Recording Timestamp 00:21:49

#### 10.1 A By-law to Authorize the Execution of an Agreement with Bell Canada to Supply and Install Infrastructure for the Provision of Television Programming at the G. Tackaberry and Family Home

This item was removed from the agenda.

#### **11.** Questions from the Media

Recording Timestamp 00:22:01

There were no questions from the media.

#### 12. Questions from the Public

Recording Timestamp 00:22:05

There were no questions from the public.

#### 13. Closed Meeting – Nil

Recording Timestamp 00:22:07

#### 14. Adjournment

Recording Timestamp 00:22:11

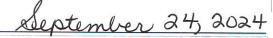
Resolution No. MVL-044-2024 Moved by Corinna Smith-Gatcke Seconded by Michael Cameron THAT the meeting of the Maple View Lodge Committee of Management adjourn at 9:22 a.m.

#### CARRIED

All of which is respectfully submitted this 24<sup>th</sup> day of October, 2024.



#### **Financials**



#### **Financial Commentary**

This cost plan will continue to be updated as the project progresses, and all remaining commitments and invoices are processed for the project As the project progresses the project forecast will be monitored and continue to be updated monthly The approved project forecast remained as the previous reporting period . The below construction cost is based on the GC contract value

Some fundraising items have been implemented in the change order. Other items are still under review and pricing

### 11







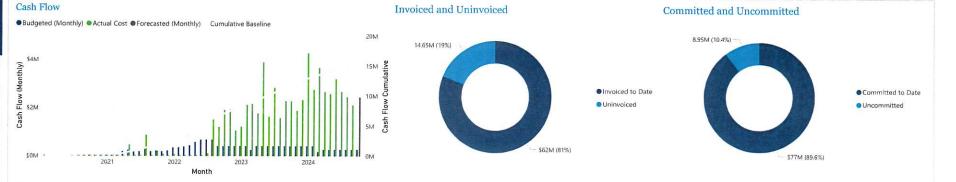
Financials

Change Control

Risk

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Consultation & Approvals	Cost Summary	Previous Budget	Budgeted Total Cost	Committed to Date	Current Forecast (incl HST)	Variance	Cost to Date (excl. HST)	Cost to Complete (excl. HST)
	Land Costs	\$93,500	\$97,145	\$97,145	\$97,145	\$0	\$63,720	\$33,425
100	Construciton Costs	\$47,737,044	\$71,843,457	\$72,319,022	\$72,420,547	\$577,090	\$58,386,355	
an in	FF&E Costs	\$3,588,728	\$4,122,215	\$0	\$4,122,215	\$0	\$0	\$4,122,215
28	Consultants Costs	\$3,745,121	\$4,209,099	\$4,248,050	\$4,216,786	\$7,687	\$3,608,377	\$608,409
Stakeholder	Fees and Petmits	\$814,000	\$289,000	\$252,922	\$289,000	\$0	\$253,449	\$35,551
Management	Miscellaneous Costs	\$1,227,462	\$1,275,555	\$219,593	\$1,275,555	\$0	\$171,213	
Management	Contingencies	\$6,297,070	\$4,249,532	\$0	\$3,664,754	(\$584,778)	\$0	\$3,664,754
	Total	\$63,502,925	\$86,086,003	\$77,136,731	\$86,086,003	(\$0)	\$62,483,114	
Warranties	1					The Constant of the Constant of States		
/References							Powered	y Turner & Townsend Digital Technolo

Powered by Turner & Townsend Digital Technology

#### UNITED COUNTIES OF LEEDS AND GRENVILLE

#### ACCESSIBILITY ADVISORY COMMITTEE REPORT

### To the Warden and Members of Council of the United Counties of Leeds and Grenville

### Members, We, your Accessibility Advisory Committee, beg leave to report as follows:

The Accessibility Advisory Committee met February 20, 2024 at 9:00 a.m. in the Council Chambers, 25 Central Avenue West, Brockville.

Members Present:	Dana Farcasiu, Chair Brant Burrow, Mike Emberson, Evelyn Pott, Jeff Shaver, Claire Smith, Bill Steenkamer, Calvin Turner, Rob Wright
Staff Present:	Geoff Clarke, Interim County Clerk Shannon Brown, Manager of Children's Services Sheri Getz, Policy Analyst Andrea Bolton, Deputy Clerk and Accessibility Coordinator (Recording Secretary)

#### Others Present: Sharon Steenkamer

#### 1. Call to Order

Recording Timestamp 0:00:02

Ms. Farcasiu called the meeting to order at 9:00 a.m.

#### 2. Adoption of Agenda

Recording Timestamp 0:00:28

#### **Resolution No. AAC-001-2024**

Accessibility Advisory Committee Report February 20, 2024

> Moved by Claire Smith Seconded by Calvin Turner THAT the Agenda for the February 20, 2024, meeting of the Accessibility Advisory Committee be adopted as circulated.

> > CARRIED

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

Recording Timestamp 0:01:48

#### 4. Adoption of the Minutes of the Previous Meeting

Recording Timestamp 0:02:15

#### 4.1 Meeting Minutes Dated November 21, 2023

Recording Timestamp 0:02:15

Resolution No. AAC-002-2024 Moved by Rob Wright Seconded by Jeff Shaver THAT the Minutes of the Accessibility Advisory Committee meeting held on November 21, 2023, be adopted as circulated.

#### CARRIED

#### 5. Delegations/Presentations

Recording Timestamp 0:03:08

## 5.1 Shannon Brown and Sheri Getz, Children's Services re: The Child Care and Early Years System

Recording Timestamp 0:03:08

Ms. Brown, Manager of Children's Services, introduced herself and Ms. Getz, the Policy and Review Analyst, and highlighted their roles in Children's Services. She

described the Children's Services Department as one of three departments within the Community and Social Services Division, primarily funded by the Ontario Ministry of Education but now requires municipal contributions. She pointed out some of the work being pursued by the Accessibility Advisory Committee aligns with some of the initiatives undertaken within the Children's Services Department. Ms. Brown wants to facilitate potential collaborative projects between the Committee and Children's Services to enhance accessibility in programs over the next couple of years. She emphasized the department's commitment to accessibility and invited feedback and partnership opportunities with the Accessibility Advisory Committee. Ms. Brown provided the Committee with a summary of what Children's services does in Leeds and Grenville and conveyed the Children's Services Department has grown significantly over the past six years, adding staff to support the roll-out of \$10 per day childcare and integrating Special Needs Resource Services in-house.

Ms. Brown announced the provincial and federal governments have introduced the Canada-Wide Early Learning and Child Care System (CWELCC) with the goal of establishing a national licensed childcare system across Canada. The plan includes an increase to the number of new spaces to 397 by the end of 2026, with a request for an additional 240 spaces pending approval. The focus is to provide these new spaces to underserved families, including those living in low-income households, children with special needs, francophone families, indigenous families, racial minority families, and new immigrants. The licensed childcare system is intended to offer a safe, high-quality environment for children while also serving as an early learning platform, the foundation of the education system. Ten communities have been identified to receive the (CWELCC) direct-togrowth strategy spaces, grouped into five different regions across the Counties. Ms. Brown explained communities were chosen based on data analysis, which identified significant populations of priority groups were underserved by existing childcare spaces. Ms. Brown highlighted the department's commitment to highguality, accessible, and inclusive early learning and childcare services across Leeds and Grenville. Ms. Brown expressed the department's desire to collaborate with the Accessibility Advisory Committee by visiting or looking at photos or videos of early learning spaces to enhance equity and accessibility in licensed childcare sites. The partnership aims to develop resources and consult on program site design during the construction phase, potentially creating tip sheets for partners.

Recording Timestamp 0:26:33

Mr. Steenkamer posed a question about the education and training required for staff working in the childcare programs, specifically regarding supporting individuals with disabilities. Ms. Brown said Registered Early Childhood Educators are required to have 2-year college diplomas covering areas like child development, mental health, and motor skills. The department also provides ongoing professional learning opportunities, including an annual conference and an upcoming on-demand training platform.

Recording Timestamp 0:30:54

Mr. Burrow asked if the Children's Services Department had ever received any feedback from the audience they serve regarding accessibility issues. Ms. Brown acknowledged they had not specifically asked for feedback broadly and saw it as an opportunity to look into developing key performance indicators around accessibility.

Recording Timestamp 0:32:32

Ms. Farcasiu asked if the Children's Services Department was responsible for identifying sites or assisting organizations with building new accessible playgrounds within the Counties. Ms. Brown explained while the Children's Services Department does not directly oversee or build public playgrounds, they are open to providing input on accessibility considerations and will be focusing on accessibility in the design of any new playgrounds associated with their childcare expansion projects.

Recording Timestamp 0:35:13

Ms. Farcasiu asked about the Forget-Me-Not flower which Ms. Brown had presented, and whether it was something the Committee could obtain to wear or use. Ms. Brown said the Forget-Me-Not flower graphic which represents the Children's Services Department's vision and principles, will be shared by Ms. Brown through Ms. Bolton as a way to further collaborate and show support by the members of the Accessibility Committee.

#### 6. Correspondence, Communications and Petitions – Nil

Recording Timestamp 0:36:39

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#### 7. Information Items – Nil

Recording Timestamp 0:36:48

#### 8. Staff Reports

#### 8.1 Report No. AAC-001-2024: National AccessAbility Week 2024

Recording Timestamp 0:36:55

Ms. Bolton noted National AccessAbility Week is May 26 to June 1, 2024. Ms. Bolton said in the past, the Accessibility Committee has used the Federal government's theme for the week and promoted it through social media and the website and there is a small budget available for promotions and advertising related to National AccessAbility Week. Ms. Bolton reported the City of Brockville, and the Township of Rideau Lakes Accessibility Advisory Committee are seeking to partner with other committees in Leeds and Grenville for this event. Ms. Bolton shared the recommendation from the report the Committee direct staff to contact the other Accessibility Advisory Committees in Leeds and Grenville to invite further discussion regarding plans for National AccessAbility Week 2024.

Resolution No. AAC-003-2024 Moved by Eve Pott Seconded by Brant Burrow THAT the Accessibility Advisory Committee directs staff to contact other Accessibility Advisory Committees in Leeds and Grenville to invite further discussion regarding National AccessAbility Week (NAAW) 2024.

#### CARRIED

Recording Timestamp 0:39:05

Mr. Wright requested clarification on which staff member was reaching out to other municipalities to prevent duplication of efforts. It was confirmed Ms. Bolton would lead the coordination of this outreach and planning.

Recording Timestamp 0:41:04

Ms. Bolton invited the Committee to share ideas for promoting National AccessAbility Week 2024. She expressed openness to receiving feedback and suggestions on how to effectively utilize the available promotional budget to raise awareness for National AccessAbility Week 2024 through collaboration with other local committees.

Recording Timestamp 0:41:17

Mr. Farcasiu responded to Ms. Bolton by asking if they should hold a general meeting where members from various Accessibility Advisory Committees could meet, share ideas, and discuss their work. This meeting would aim to identify ways to support each other. The Committee proposed inviting speakers from each committee to present their work and challenges, fostering collaboration. Members expressed that in-person discussions could lead to more productive brainstorming sessions compared to virtual meetings. Additionally, there was a question about the availability of funds to organize this meeting. It was noted that costs for remuneration and mileage could be covered by regular business operations, and there are extra budgeted meetings available however Ms. Bolton noted the tour of EarlyON facilities should be considered in the budget. The Committee agreed to consider planning for the next Committee meeting scheduled for April 23.

Recording Timestamp 0:45:02

The group discussed gathering information to prepare for the April meeting. Mr. Turner suggested prior to the meeting with the other committees, it would be helpful for each committee to prepare a temporary agenda or presentation outlining their specific concerns and opportunities. This could help identify common themes and opportunities for collaboration. Mr. Clarke, Ms. Bolton and Committee members discussed the importance of gathering feedback from the committees on accessibility issues in advance of the meeting for collaboration with the other Accessibility Advisory Committees.

Recording Timestamp 0:51:34

Mr. Wright cautioned for the initial meeting, they should focus on introductions and presentations. Mr. Clarke noted rather than jumping into breakout sessions

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right away, suggested the breakout sessions would be better suited for future meetings.

#### 9. Sub-Committee, Ad Hoc Committee and Member Reports – Nil

Recording Timestamp 0:54:36

#### **10. Unfinished Business**

### 10.1 Follow-up from November 21, 2023 Meeting, Committee Discussion re: Possible Accessibility Related Event

Recording Timestamp 0:54:56

At the previous meeting in November 2023, the Committee had discussed the possibility of organizing an accessibility-related event, potentially a "summit". Ms. Bolton provided some background, noting research had indicated the cost of organizing an event is approximately \$15,000, which is outside the Committee's current budget. Mr. Wright proposed that the Committee postpone the idea of a larger event for the time being and concentrate on the initial meeting with the regional Accessibility Advisory Committees, as previously discussed. Ms. Farcasiu recommended preparing for this event in 2025 by including it in the budget, and the group reached a consensus on this approach.

Recording Timestamp 1:01:09

Ms. Farcasiu asked about next steps for collaborating with the Children's Services Department, and it was agreed Ms. Bolton would work with Ms. Brown to arrange a site visit for the Committee to tour one of the EarlyON Centers and collaborate on future sites by viewing photographs.

#### 11. Announcements - Nil

Recording Timestamp 1:03:09

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#### 12. Notice of By-law/Notice of Motion

Recording Timestamp 1:03:21

#### **13.** Questions from the Media

Recording Timestamp 1:03:33

There were no questions from the media.

#### 14. Questions from the Public

Recording Timestamp 1:03:46

There were no questions from the public.

#### 15. Closed Meeting – Nil

Recording Timestamp 1:04:04

#### 16. Adjournment

Recording Timestamp 1:04:11

Ms. Farcasiu mentioned that the next meeting of the Accessibility Advisory Committee is scheduled for Tuesday, April 23, 2024. This meeting will be longer than usual, and it is strongly recommended that members attend in person.

Resolution No. AAC-004-2024 Moved by Claire Smith Seconded by Bill Steenkamer THAT the meeting of the Accessibility Advisory Committee adjourn at 10:05 a.m.

#### CARRIED

All of which is respectfully submitted this 24<sup>th</sup> day of October, 2024.

#### UNITED COUNTIES OF LEEDS AND GRENVILLE

#### ACCESSIBILITY ADVISORY COMMITTEE REPORT

#### To the Warden and Members of Council of the United Counties of Leeds and Grenville

#### Members, We, your Accessibility Advisory Committee, beg leave to report as follows:

The Accessibility Advisory Committee met April 23, 2024 at 9:00 a.m. in the Council Chambers, 25 Central Avenue West, Brockville.

Members Present:	Dana Farcasiu, Chair Brant Burrow, Evelyn Pott, Jeff Shaver, Claire Smith, Bill Steenkamer, Calvin Turner, Rob Wright
Staff Present:	Geoff Clarke, Interim County Clerk Andrea Bolton, Deputy Clerk and Accessibility Coordinator, Recording Secretary
Others Present:	Greg Bamber, City of Brockville Paula Banks, Councillor, Rideau Lakes Kimberly Brown, Member of the Accessibility Committee, Township of Rideau Lakes Tammy Day, Member of the Accessibility Committee, Township of Rideau Lakes Sheena Earl, Clerk, City of Brockville Mary Ann Greenwood, Co-Chair of BMAAC, City of Brockville Doug Hone, BMAAC, City of Brockville Janet Jones, Co-Chair of BMAAC, City of Brockville Lynn Murray, Deputy Clerk, City of Brockville Chloe Preston, Deputy Clerk, Municipality of North Grenville Louise Severson, Councillor, City of Brockville Sharon Steenkamer Mary Remmig, Deputy Clerk, Municipality of North Grenville Mary-Ellen Truelove, Clerk, Township of Rideau Lakes Lorie Truemner, Member of the Accessibility Committee, Township of Rideau Lakes

#### 1. Call to Order

Recording Timestamp 00:00:01

Ms. Farcasiu called the meeting to order at 9:00 a.m. and welcomes everyone to the United counties of Leeds and Greenville Accessibility Advisory Committee meeting. Ms. Farcasiu requests participants to introduce themselves, their municipality, and any specific roles they hold.

#### 2. Adoption of Agenda

Recording Timestamp 00:06:26

Resolution No. AAC-005-2024 Moved by Evelyn Pott Seconded by Bill Steenkamer THAT the Agenda for the April 23, meeting of the Accessibility Advisory Committee be adopted as circulated.

#### CARRIED

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

Recording Timestamp 00:06:57

#### 4. Presentations - Accomplishments to Date, 2024 Goals, 2024 Challenges

Recording Timestamp 00:07:25

#### 4.1 Municipality of North Grenville Accessibility Advisory Committee

Recording Timestamp 00:08:53

Ms. Preston presented the accomplishments of the North Grenville Accessibility Committee, including the comprehensive renovation of the Municipal Center which has been recently completed to enhance accessibility, including the relocation of the reception hall to the main floor. Efforts also extend to the development of accessible park concepts, such as the addition of an accessible dock. Ms. Preston shared there is active engagement in consultations for Official Plan and Zoning By-law Amendments, particularly focusing on reviewing the requirements for accessible parking spaces and considering policy enhancements and expanded Accessibility for Ontarians with Disabilities Act (AODA) training for municipal employees. Ms. Preston shared the successful launch of the North Grenville transit expansion has been achieved, aiming to improve accessibility for both regular and accessible users. There is also ongoing work on a project to develop customized accessibility and customer service training for local businesses and exploring partnerships with AODA sports groups to increase awareness at community events. Challenges included funding, time, and resource constraints of accessible products. Ms. Preston explained the geographic scope and context of the North Grenville Accessibility Committee's work.

#### 4.2 Township of Augusta

Recording Timestamp 00:16:52

Mr. Shaver stated Augusta Township does not currently have an established Accessibility Committee, but he has had discussions with the CAO about developing one.

#### 4.3 Township of Rideau Lakes Accessibility Advisory Committee

Recording Timestamp 00:20:04

Ms. Brown from the Rideau Lakes Accessibility Committee provided an overview of Rideau Lakes, sharing it is home to about 10,000 people. The area includes rural, lake, and college communities, and its population is diverse, including seniors, families, and tourists. Ms. Brown conveyed the Committee has taken several initiatives to support local organizations in finding resources related to topics such as impaired vision and hearing impairment. This includes creating a list of outside agencies on their website. Additionally, they have collaborated with the fire department to develop a "vulnerable sector list," which enables the identification of residents with disabilities and their specific needs. To better understand residents' needs, the Committee designed an accessibility questionnaire. Also, they have conducted reviews and provided feedback on Township-owned properties, evaluating aspects such as paint colors, stairs, and elevators. The Committee has raised awareness about its goals by publishing an article in the local paper. Ms. Brown stated the Committee's goal is to keep reviewing public spaces, updating their multi-year accessibility plan, and increasing community engagement. Ms. Brown shared they have faced challenges in the geographic nature of the Township and communication, especially in

reaching seniors who may not use the internet, various levels of education, and in defining the Committee's role within the broader community. Following Ms. Brown's comments, the discussion emphasized the significance of understanding the diverse needs within the community, beyond just physical disabilities. There was consensus on the need to address the significant challenge of communication and outreach, especially to seniors and individuals with hidden disabilities. Ms. Farcasiu highlighted the importance of recognizing and addressing all types of disabilities, not just physical ones.

#### Recording Timestamp 00:26:44

Mr. Wright inquired about effective methods the Rideau Lakes Committee has used to gather community input and feedback. Ms. Truelove outlined the Committee's efforts, including distributing a community questionnaire via Facebook, their website, and local libraries and pharmacies, but noted a disappointing low response rate. She emphasized the difficulty in reaching the broader community, particularly seniors who may lack online access. Ms. Truelove proposed partnering with the local health center to gather more data on accessibility needs. Ms. Brown added that even if the questionnaire reached more people than expected, some, especially seniors, might still hesitate to self-identify their needs or disabilities. She explained there can be mental barriers to openly acknowledging and advocating for accessibility requirements. Ms. Brown suggested addressing these challenges through ongoing outreach and education.

#### Recording Timestamp 00:31:01

Ms. Truelove noted their Accessibility Advisory Committee had previously participated in a seniors' expo, but felt it lacked an accessibility focus. In response, they secured a grant to organize a targeted accessibility event aimed at connecting agencies and organizations that provide resources for seniors and people with disabilities. She proposed expanding this event into a county-wide expo to better serve the broader community. Ms. Brown agreed, highlighting that such an event could also attract summer tourists, emphasizing the need for accessibility accommodations for both residents and visitors. The discussion underscored challenges in communication and outreach, particularly to seniors and those with hidden disabilities, while recognizing the potential benefits of a centralized accessibility event. Ms. Smith pointed out that disabilities are not always visible, noting how perceptions of her changed once her condition became apparent, despite it being the same all along. Ms. Farcasiu stressed that the perception of disability as limited to older adults is inaccurate, advocating for awareness of the needs of younger individuals with disabilities. She emphasized the importance of empowering young people to advocate for themselves and combatting stigma and bullying.

#### 4.4 Brockville Municipal Accessibility Advisory Committee

Recording Timestamp 00:34:33

Ms. Jones invited anyone interested to attend the Brockville Municipal Accessibility Advisory Committee's (BMAAC) monthly meetings on the fourth Tuesday of each month. She highlighted the Committee's accomplishments and challenges, noting prior to the building code requirements, the Brockville Municipal Accessibility Advisory Committee did a lot of work measuring and assessing accessibility in buildings. They have contributed to several playground projects, including an accessible playground in Hardy Park in partnership with the May Court Club of Brockville. The Committee has also addressed accessible parking and picnic table requirements for wheelchair users and played a key role in transitioning Brockville's paratransit service to in-house operation, advising on necessary vehicle types. Ms. Jones identified providing accessible transit options after hours and on weekends as a major challenge, leaving those reliant on accessible features without transportation when the paratransit service is not operating. While the Committee explored accessible taxis to fill this gap, they found the costs prohibitively high for cab companies. They are seeking government funding or grants for subsidies but have yet to succeed. The Committee is also considering fundraising or partnerships with service clubs to secure at least one accessible taxi per company in Brockville. Additionally, Ms. Jones outlined ongoing barriers faced by the Committee, including difficulties in implementing improvements, attracting new members, and addressing funding and staffing constraints.

Recording Timestamp 00:39:07

Ms. Jones reported that to comply with AODA, BMAAC identified 32 priority locations for bus stop accessibility improvements, focusing on the top 5 this year. The Committee is studying accessibility design standards from Oshawa to potentially adopt or adapt them for Brockville's new developments and renovations. They aim to increase their involvement in reviewing site plans for new construction to ensure necessary accessible features, particularly in housing projects. With the AODA's 2025 deadline approaching, the Committee is committed to overcoming financial and practical challenges to achieve full accessibility. They are also updating past audits of municipal buildings to address barriers between recommendations and implementation. Overall, BMAAC is taking a proactive approach to improve accessibility through standards, site plan reviews, and updated assessments.

#### Recording Timestamp 00:55:48

Ms. Preston responded to Ms. Farcasiu's inquiry about available grants for North Grenville Transport, noting that while the initial accessible transit service was funded through extensive community fundraising, the expansion lacked specific funding. She added that sustaining both initiatives will be discussed moving forward. The group acknowledged the lack of accessible transit options after hours is a significant issue not only for Brockville but also for other municipalities, highlighting the need for a coordinated regional approach to address these challenges. Ms. Truelove informed the group about the Inclusive Community Grants available from the province of Ontario, which are currently accepting applications until May 22nd.

#### Recording Timestamp 01:01:27

Mr. Burrow compared the resources allocated to long-term care with the potential investment in accessible transit, suggesting the latter may offer a more efficient use of municipal funds. He requested county staff to initiate a broader discussion on accessible transportation that includes all municipalities. He also inquired if the Committee has data on the demand for an accessible transportation options in the region, noting that their high costs make them inaccessible for many individuals with disabilities. Ms. Greenwood noted under the AODA, the paratransit fare should be the same as the regular transit fare. However, the facility was telling residents they needed to approach the Township to get the paratransit service subsidized again. This was because the conventional bus service was still allowed to stop at Sherwood Park Manor, but the paratransit service was no longer subsidized for the residents. It prompted Mr. Burrow to commit to following up on the situation at Sherwood Park Manor.

#### Recording Timestamp 01:06:16

Mr. Turner suggested the fragmented nature of the municipal boundaries and funding sources may be hindering the ability to effectively address the shared accessibility issues across the broader area highlighting the potential need for greater inter-municipal collaboration and coordination when it comes to accessibility initiatives, especially around critical services like transportation. Mr. Burrow shared although the border between the municipalities may introduce additional complexities, he is committed to gaining a deeper understanding and will keep the Committee informed as more information is found out. Ms. Greenwood suggested Mr. Burrow work alongside the City of Brockville, since a significant portion of Sherwood Park Manor's residents are from Brockville, to find a solution to restore the paratransit subsidy and ensure accessible transportation options for those residents.

#### 4.5 Leeds and Grenville Accessibility Advisory Committee

Recording Timestamp 01:08:23

Mr. Clarke outlined potential next steps and goals. He emphasized the significance of the new Multi-Year Accessibility Plan, compliance with web accessibility standards, efforts related to Limerick Forest, and future programming. He noted promoting National Accessibility Week. Shifting focus to goals for 2024 and 2025, Mr. Clarke emphasized the importance of developing a strategy as they are halfway through 2024. He suggested themes for consideration, including grants and fundraising, improving communication among geographically diverse municipalities, providing guidance for starting Accessibility Advisory Committees, advocating for more resources through Association of Municipalities of Ontario (AMO) or Rural Ontario Municipal Association (ROMA) delegations, and addressing transit challenges. He acknowledged that establishing the right goals would require balancing resources and interests among the group. Mr. Clarke offered to facilitate further discussions on these topics and highlighted the need to identify speakers or experts to lead each discussion.

Recording Timestamp 01:13:53

Ms. Smith emphasized the group should leverage its collective expertise in accessibility more effectively. Ms. Farcasiu said the group needs to work on showing the broader community they are here to help. Ms. Pott then suggested a theme for the group could be actively engaging the community to encourage involvement with the Accessibility Advisory Committees.

Recording Timestamp 01:16:33

Ms. Smith asked if the Accessibility Advisory Committees would be allowed to have a presence at home shows and suggested this could be a good venue for Committees to provide information to the public as a means of increasing public awareness and engagement around accessibility issues and solutions.

#### Recording Timestamp 01:17:32

Ms. Truelove provided context on the Rideau Lakes Committee's plans to potentially host an accessibility-focused expo or trade show. She clarified that the initial idea was to organize a vendor-style event where companies, organizations, and agencies related to accessibility could gather in one location. The goal is for the public to explore different booths and learn about resources and services available to support individuals with disabilities. While the Committee initially referred to this as a "summit," Ms. Truelove emphasized it is more accurately a trade show, allowing direct engagement with accessibility providers. This initiative aims to better inform and connect the public with various accessibility-related supports in the community. Ms. Preston acknowledged the group was discussing two different approaches to the potential accessibility event or summit, one is an internal-facing event, focused on the Accessibility Advisory Committees themselves, where they could share information and collaborate. The other is a public-facing event, where businesses, organizations, and members of the broader community could attend to learn about accessibility resources and initiatives. Ms. Preston suggested these two approaches could potentially be accomplished through the same overall mechanism, just structured differently. Ms. Preston proposed the idea of having one day dedicated to the internal-facing Accessibility Advisory Committee meeting and discussions, followed by a second day which would be open to the public and businesses.

Recording Timestamp 01:19:20

Ms. Greenwood shared some of Brockville's past experiences trying to host accessibility awareness events during National Accessibility Week. Ms. Greenwood commented on the challenges faced with low turnout due to lack of accessible transportation for past Accessibility events and shared her endorsement of the home show idea as a potentially more effective way to engage the broader public and business community.

Recording Timestamp 01:20:51

Mr. Burrow proposed targeting home shows or trade shows could be a strategic and practical way for the Accessibility Advisory Committees to reach a key audience - homeowners and renovators - and start generating interest and awareness around accessibility features and solutions. Ms. Farcasiu suggested municipalities reach out to accessibility vendors to actively participate in home trade show events.

Recording Timestamp 01:22:31

Ms. Jones shared during Accessibility Week, the City of Brockville's Council officially proclaims the week. She also explained BMAC raises the flag they had designed a few years ago during this time. In addition, Ms. Jones said at the meeting of Council, BMAC presents three certificates to members of the community who have been recognized for their efforts in advancing accessibility. She emphasized these Council proclamations and certificate presentations are televised, raising awareness and fostering a greater understanding of the accessibility initiatives in the community. Ms. Jones proposed if other municipalities are unable to organize similar accessibility events for the beginning of June, they could still consider having their Council officially proclaim Accessibility Week and incorporate recognition of accessible champions.

Recording Timestamp 01:23:49

Mr. Turner suggested there appears to be a divisional or disconnected approach between municipalities when it comes to funding and providing accessible transportation services. Mr. Turner suggested improved coordination or cohesion between municipalities when it comes to accessing provincial funding and resources to address accessibility challenges, particularly around transportation.

#### Recording Timestamp 01:26:18

Ms. Steenkamer highlighted the challenges faced by residents of Sherwood Park Manor, a long-term care facility near Brockville. She proposed that closer collaboration among municipalities could enhance coordination in providing accessibility information and support, rather than redirecting residents based on boundaries.

Recording Timestamp 01:27:06

Ms. Greenwood illustrated this issue by describing how residents of Sherwood Park Manor required physical assistance to cross a highway to reach St. Lawrence Lodge in the next municipality, due to the lack of paratransit services in their own area.

#### Recording Timestamp 01:27:31

Ms. Farcasiu put forth a suggestion to establish a more formal, recurring meeting structure that would bring together all the various Accessibility Advisory Committees from the different municipalities. This would allow them to share information, learn from each other, and potentially coordinate their efforts in a more unified manner.

#### Recording Timestamp 01:28:08

Mr. Clarke expressed his support for pursuing both an internal committee meeting and an external public-facing accessibility event or conference. For the public-facing event, Mr. Clarke suggested there could be a conference or trade show, where vendors related to accessibility could set up booths. He then proposed the group could potentially leverage vendors to help offset the costs associated with organizing such an event. Regarding the transit challenges which had been discussed, Mr. Clarke suggested the idea of a "living classroom" concept, where the development of a transit system that works could be turned into an event in itself. Mr. Clarke emphasized the importance of educating and informing the broader community, in addition to the internal knowledge-sharing among the Committees and said he does not think a summit will be as daunting with the association of the agenda and the group should define the desired outcomes.

#### Recording Timestamp 01:30:49

Ms. Farcasiu inquired about the nature of the proposed summit, whether it would be an ongoing event or a one-time event. Ms. Preston asked if the group should form a working group with representatives from the various Accessibility Advisory Committees to bring back ideas for discussion. Mr. Clarke agreed creating an environment for such a group to germinate was a good idea, leaving the decision to the group.

Recording Timestamp 01:32:32

Mr. Bamber suggested using school buses to transport people to the event and proposed inviting various organizations, such as the Rick Hansen Foundation, and companies which could help with different disabilities. Mr. Clarke agreed and suggested forming a working group to address the summit's logistics and regular meetings for information exchange.

#### Recording Timestamp 01:33:57

Ms. Farcasiu summarized the meeting's objectives and suggested the first step is to start a working group to brainstorm and find information on organizing the summit. Ms. Farcasiu confirmed if everyone agrees to proceed with the summit by requesting those present to please raise your hand if you are in agreement in which there was unanimous support to move forward.

#### Recording Timestamp 01:34:24

Mr. Clarke suggested instead of immediately proposing a summit, the group could first recommend a structure by which all the Committees can come together on a regular basis for an information exchange. This process would involve the committees meeting regularly and then having a standalone summit or conference event. He proposed that the working group could first discuss what a regular meeting of this group might look like. Then, in the second half of the agenda, they could investigate the feasibility of a summit, including costs, venues, transit considerations, and other inputs provided during the meeting. Mr. Clarke suggested by presenting a few options, the group may be able to come up with a better hybrid approach they hadn't initially considered.

Recording Timestamp 01:35:05

Ms. Farcasiu agreed with Mr. Clarke's proposal to have a working group and the suggestion each municipality send two members to the working group and encouraged municipalities to inform Mr. Clarke of their chosen members. Ms. Farcasiu asked if the goal was to plan a summit for 2025. Mr. Clarke confirmed the working group would investigate and make recommendations regarding the summit, which would be discussed at future Committee meetings. He mentioned that a summit in fall 2025 is feasible but emphasized the need for reasonable expectations and timelines. Ms. Farcasiu suggested coordinating with North Grenville to leverage their expertise in organizing such events.

Recording Timestamp 01:39:16

Ms. Murray inquired about support and staff resources for the working group. Mr. Clarke said the group would first need to assess its requirements. Ms. Truelove asked whether the group would operate independently and who would provide oversight and resources. Mr. Clarke confirmed his willingness to coordinate the working group and requested municipalities to designate two members to join. He also recommended that the group propose a structure for regular Committee meetings and explore the feasibility of a summit.

Recording Timestamp 01:41:19

Mr. Wright suggested the group submit their top three objectives to be considered for the summit to enable the group to gather input from everyone before the working group's discussions and planning. Mr. Clarke will send out the request.

Recording Timestamp 01:43:20

Mr. Turner said the full group should meet, establish a clear agenda for the summit, and ensure all Committee members are informed and aligned, before moving forward with the more detailed planning of the summit. Mr. Clarke recommended the Committee meet again on October 22nd, as that date already had a scheduled meeting, and it would be a convenient and logistically simpler option for continuing the summit planning discussions.

#### 5. Meeting Dates

Recording Timestamp 01:12:45

#### 6. Summit 2025

#### 6.1 Ideas

Recording Timestamp 01:12:45

#### 6.2 Costing

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Recording Timestamp 01:12:45

#### 6.3 Agenda

Recording Timestamp 01:12:45

#### 7. Questions from the Media

Recording Timestamp 01:46:20

There were no questions from the media.

#### 8. Questions from the Public

Recording Timestamp 01:46:32

There were no questions from the public.

#### 9. Adjournment

Recording Timestamp 01:47:04

Ms. Farcasiu proposed that the group write a letter to the province addressing transportation issues for people with disabilities and requesting support for rural municipalities. Mr. Burrow expressed hesitation, noting that the province already has policies and funding for transit, and he was unclear on the specific advocacy focus. Mr. Burrow said the solutions may be more of a local organizational challenge, and the group should work through those first, but acknowledged they could advocate to the province later if clear gaps are identified. He offered to discuss current advocacy efforts with his colleague, the chair of ROMA, who is running for president of AMO, and report back.

Recording Timestamp 01:51:40

Mr. Burrow recommended adding an "information item" category to the group's agendas, allowing automatic inclusion of each Committee's meeting minutes in their agenda packages. This would provide members with access to all

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Committee minutes efficiently, enhancing communication and coordination among the groups.

Recording Timestamp 01:52:04

Ms. Farcasiu suggested cross posting the minutes and agendas of various Accessibility Advisory Committees on their websites, along with links to each other's sites and meeting schedules.

Resolution No. AAC-006-2024 Moved by Rob Wright Seconded by Brant Burrow THAT the meeting of the Accessibility Advisory Committee adjourn at 10:57 a.m.

CARRIED

All of which is respectfully submitted this 24<sup>th</sup> day of October, 2024.



### BY - LAW No. 24-81

### The Corporation of the United Counties of Leeds and Grenville

A BY-LAW TO AUTHORIZE THE EXECUTION OF A LEASE EXTENSION AND AMENDING AGREEMENT BETWEEN THE UNITED COUNTIES OF LEEDS AND GRENVILLE AND HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE FOR LEASED SPACE ON THE SECOND FLOOR OF 32 WALL STREET IN BROCKVILLE

**WHEREAS** Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25 states a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**WHEREAS** Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 states a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**WHEREAS** it is desirable for the United Counties of Leeds and Grenville to enter into a fourth lease extension and amending agreement with His Majesty the King in Right of Ontario as represented by the Minister of Infrastructure for leased space on the second floor of 32 Wall Street, Brockville; and

**WHEREAS** the term of the lease agreement is from September 1, 2024 to August 31, 2029; and

**WHEREAS** the Corporation of the United Counties of Leeds and Grenville and Leeds, Grenville and the Minister of Infrastructure have agreed to the rents, covenants, obligations, and agreements contained in the lease agreement for the aforementioned premises.

# NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE HEREBY ENACT AS FOLLOWS:

By-law No. 24-81: Authorize the Execution of a Lease Extension and Amending AgreementPage 2Between the UCLG and His Majesty the King in Right of Ontario as Represented by theMinister of Infrastructure for Leased Space on the Second Floor of 32 Wall Street in Brockville

- 1. **THAT** the Warden and County Clerk are hereby authorized to execute the attached lease agreement for the leased space on the second floor of 32 Wall Street, Brockville, between the Corporation of the United Counties of Leeds and Grenville and His Majesty the King in Right of Ontario as represented by the Minister of Infrastructure.
- 2. **THAT** this agreement be in effect from September 1, 2024 to August 31, 2029.
- 3. **THAT** the attached Schedule A Lease Agreement forms part of this by-law.
- 4. **THAT** the Warden and County Clerk be authorized to execute any other documents, instruments, and do any other things necessary to complete the lease agreement for the said premises.
- 5. **THAT** any by-laws or parts of by-laws contrary to or inconsistent with this by-law are hereby repealed.

By-law read a first, second and third time, and finally passed this 24<sup>th</sup> day of October, 2024.

Nancy Peckford, Warden

Geoff Clarke, County Clerk

#### FOURTH LEASE EXTENSION AND AMENDING AGREEMENT

**THIS AGREEMENT** made in duplicate as of September 1, 2024.

#### **BETWEEN**:

#### THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

#### (the "Landlord")

- and -

#### HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE

(the "Tenant")

#### WHEREAS:

- A. By a lease dated September 1, 2004 (the "**Original Lease**"), the Landlord leased to Her Majesty, the Queen in right of Ontario as represented by the Chair of the Management Board of Cabinet (the "**Chair**") the premises more particularly described as the entire second (2<sup>nd</sup>) floor, comprising a rentable area of approximately three thousand, six hundred (3,600) square feet (the "**Rentable Area of the Premises**"), in the building municipally known as 32 Wall Street (the "**Building**"), in the City of Brockville, in the Province of Ontario, as more particularly described in Schedule "A" attached thereto and hatched on the plan attached to the Original Lease as Schedule "B" thereto (the "**Premises**") for a term of five (5) years, commencing on September 1, 2004 and expiring on August 31, 2009 (the "**Original Term**"), in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original Lease, the Chair was entitled to extend the Original Term for one (1) additional term of five (5) years.
- C. By Order in Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties assigned by law to the Chair in respect of the acquisition and disposition of real property, or interests therein, by any means and the holding and management of real property, or interests therein, were assigned to the Minister of Public Infrastructure Renewal ("MPIR").
- D. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to Minister of Energy and Infrastructure ("**MEI**").
- E. The MEI exercised its right to extend the Original Term by a lease extension and amending agreement dated September 1, 2009 (the "**First Lease Extension and Amending Agreement**") with an extension term commencing on September 1, 2009 and expiring on August 31, 2014 (the "**First Extension Term**"), in addition to other terms and conditions as set out therein.
- F. Pursuant to the terms of the First Lease Extension and Amending Agreement, the MEI was entitled to extend the Original Term for three (3) additional terms of five (5) years each.
- G. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the <u>Ministry of Government Services Act</u>, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure ("MOI").
- H. Ontario Infrastructure and Lands Corporation ("**OILC**") has been delegated MOI's authorities and responsibilities with respect to real property in the name of MOI subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the <u>Ministry of Infrastructure Act</u>, 2011, S.O. 2011, c. 9, Sched. 27.

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- I. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI's portfolio.
- J. The MOI exercised its first right to extend the First Extension Term by a second lease extension and amending agreement dated September 1, 2014 (the "Second Lease Extension and Amending Agreement") with an extension term commencing on September 1, 2014 and expiring on August 31, 2019 (the "Second Extension Term"), in addition to other terms and conditions as set out therein.
- K. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure ("**MEDEI**").
- L. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the MOI.
- M. By Order in Council No. 1152/2018, approved and ordered October 22, 2018, certain responsibilities in respect of government property under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MOI to the Minister of Government and Consumer Services ("MGCS").
- N. The MGCS exercised its right to extend the Second Extension Term by a third lease extension and amending agreement dated September 1, 2019 (the "**Third Lease Extension and Amending Agreement**") with an extension term commencing on September 1, 2019 and expiring on August 31, 2024 (the "**Third Extension Term**"), in addition to other terms and conditions as set out therein.
- O. Pursuant to the terms of the Third Lease Extension and Amending Agreement, the MGCS was entitled to extend the Original Term for one (1) additional term of five (5) years.
- P. By Order in Council No. 1198/2022, approved and ordered August 29, 2022, certain responsibilities in respect of Government property under the <u>Ministry of Infrastructure Act</u>, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MGCS to the MOI.
- Q. By a letter dated February 29, 2024, the Tenant exercised its right to extend the Original Term, as amended and extended, in accordance with the terms of the Original Lease, as amended and extended by the First Lease Extension and Amending Agreement, the Second Lease Extension and Amending Agreement and the Third Lease Extension and Amending Agreement (the "**Subsequent Agreements**"), with a fourth extension term commencing on September 1, 2024 and expiring on August 31, 2029 (the "**Fourth Extension Term**"), in addition to other terms and conditions as set out herein.
- R. The Original Lease, as amended and extended by the Subsequent Agreements, provides that any extensions shall be upon the same terms and conditions of the Original Lease, as amended and extended, except for the amount of the Base Rent, which shall be determined by mutual agreement.
- S. The Landlord and the Tenant have agreed on the amount of the Base Rent for the Fourth Extension Term.
- T. The Original Lease, the Subsequent Agreements, and this fourth lease extension and amending agreement (the "Fourth Lease Extension and Amending Agreement") are hereinafter collectively referred to as the "Lease", except as specifically set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

#### 1. CONFIRMATION OF RECITALS

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

#### 2. EXTENSION OF LEASE

The parties hereto agree that:

- (a) The Lease is hereby extended for the Fourth Extension Term.
- (b) The Fourth Extension Term shall commence on September 1, 2024 and expire on August 31, 2029.

#### 3. RENT FOR THE FOURTH EXTENSION TERM

- (a) The Annual Rent payable for the period from September 1, 2024 up to and including August 31, 2025 shall be Sixty-Four Thousand, Four Hundred Seventy-Six Dollars (\$64,476.00) per annum based on an annual rate of Seventeen Dollars and Ninety-One Cents (\$17.91) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Nine Dollars and Ninety-Three Cents (\$9.93) for each square foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Three Hundred and Seventy-Three Dollars (\$5,373.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2024.
- (b) The Annual Rent payable for the period from September 1, 2025 up to and including August 31, 2026 shall be Sixty-Five Thousand, One Hundred Ninety-Six Dollars (\$65,196.00) per annum based on an annual rate of Eighteen Dollars and Eleven Cents (\$18.11) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Thirteen Cents (\$10.13) for each square foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Four Hundred and Thirty-Three Dollars (\$5,433.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2025.
- (c) The Annual Rent payable for the period from September 1, 2026 up to and including August 31, 2027 shall be Sixty-Five Thousand, Nine Hundred Fifty-Two Dollars (\$65,952.00) per annum based on an annual rate of Eighteen Dollars and Thirty-Two Cents (\$18.32) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Thirty-Four Cents (\$10.34) for each square foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Four Hundred and Ninety-Six Dollars (\$5,496.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2026.
- (d) The Annual Rent payable for the period from September 1, 2027 up to and including August 31, 2028 shall be Sixty-Six Thousand, Six Hundred Seventy-Two Dollars (\$66,672.00) per annum based on an annual rate of Eighteen Dollars and Fifty-Two Cents (\$18.52) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Fifty-Four Cents (\$10.54) for each square foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Five Hundred and Fifty-Six Dollars (\$5,556.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2027.
- (e) The Annual Rent payable for the period from September 1, 2028 up to and including August 31, 2029 shall be Sixty-Seven Thousand, Four Hundred Twenty-Eight Dollars (\$67,428.00) per annum based on an annual rate of Eighteen Dollars and Seventy-Three Cents (\$18.73) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Ten Dollars and Seventy-Five Cents (\$10.75) for each square

foot for the Base Rent, Seven Dollars and Ninety-Eight Cents (\$7.98) for each square foot for the estimated Base Operating Costs, payable in equal monthly installments of Five Thousand, Six Hundred and Nineteen Dollars (\$5,619.00), each on the first day of each month of the said period, the first of such monthly installments to be due and payable on September 1, 2028.

(f) The base year for the purpose of calculation of the Operating Costs in accordance with Schedule D attached to the Original Lease shall be the calendar year 2022.

#### 4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Fourth Lease Extension and Amending Agreement is subject to all the covenants and conditions contained in the Original Lease, as amended, renewed and extended by the Subsequent Agreements from time to time, save and except that:

- (a) The Tenant shall pay to the Landlord all applicable Sales Taxes assessed on the Rent payable by the Tenant to the Landlord under the Lease. The Sales Taxes shall not be deemed to be Additional Rent under the Lease, but may be recovered by the Landlord as though they were Additional Rent.
- (b) The Landlord and the Tenant agree that the Tenant shall be granted one (1) further option to extend the term of the Lease for five (5) years (the "Further Extension Term"). The Further Extension Term shall be upon the same terms and conditions of the Original Lease, as extended, renewed or amended by the Subsequent Agreements, as the case may be, except that there shall be no further right of extension beyond the Further Extension Term except for the Base Rent, which shall for the Further Extension Term be based upon: (i) the Rentable Area of the Premises, and (ii) the Market Rental as of the date which is six (6) months prior to the commencement of the Further Extension Term. The Base Rent for the Further Extension Term or failing such agreement, by arbitration in accordance with Section 6.14 of the Original Lease.

The Tenant shall give written notice to the Landlord of its extension of the Lease at least six (6) months prior to the end of the Fourth Extension Term.

The Landlord and Tenant acknowledge and agree that the extension rights granted in subsection 4(b) of this Fourth Lease Extension and Amending Agreement shall be granted in addition to the extension rights remaining in the Third Lease Extension and Amending Agreement and the extension rights remaining in the Third Lease Extension and Amending Agreement shall continue to survive and remain in full force and effect.

For greater clarity, the Tenant now has two (2) total options to extend the term for five (5) years each.

- (c) The Original Lease is amended as follows:
  - (i) Paragraph (f) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Landlord for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease:

The Corporation of the United Counties of Leeds and Grenville 25 Central Avenue West, Suite 100 Brockville, ON K6V 4N5 Attention: Kimberly Little, Director Corporate Services Fax: (613) 342-2101 Email: <u>Kimberly.Little@uclg.on.ca</u>

(ii) Paragraph (g) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Tenant for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease:

Ontario Infrastructure and Lands Corporation 343 Preston Street, 3<sup>rd</sup> Floor, Suite 320 Ottawa, Ontario K1S 1N4

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Attention: Vice President, Real Estate Operations Fax: (613) 738-4106 Email: <u>REOpsnotices@infrastructureontario.ca</u>

With a copy to:

Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Director, Legal Services (Leasing and Contract Management) Fax: (416) 327-3376 Email: LeasingNotices@infrastructureontario.ca

And an additional copy to:

Ontario Infrastructure and Lands Corporation c/o BGIS 4175 14th Avenue Markham, Ontario L3R 0J2 Attention: IO Lease Administration Fax: (416) 860-3462 Email: IOLleaseAdmin@bgis.com

(iii) The following definitions shall be inserted into the Definitions section of the Original Lease:

""Appurtenant Lands" means that portion of the Lands which are directly adjacent to the Building and which are reasonably appurtenant to the Building. The portion of the Lands included in this description should be reasonable in relation to the Building and, in any case, may not exceed in area ten percent (10%) of the Rentable Area of the Building.

"Non-Appurtenant Lands" means that portion of the Lands which are directly adjacent to the Building and which are not reasonably appurtenant to the Building.

Notwithstanding anything to the contrary in this Lease, the Tenant shall not be responsible – either directly or indirectly – for any costs or expenses whatsoever relating to the Non-Appurtenant Lands (whether in the nature of Realty Taxes, Operating Costs, or otherwise).".

- (iv) Section 4.14 shall be amended by adding at the end of the paragraph the words "This Section 4.14 is subject to the terms of the *Financial Administration Act*, R.S.O. 1990, c. F.12 (as amended or replaced from time to time).".
- (v) The definition of "**Environmental Contaminant**" in Section 5.16, Warranty is hereby deleted and replaced with the following:

**"Environmental Contaminant"** means any substance present within the Building or Premises, or residing in the soil and groundwater associated with the Lands, or residing under the Building or Premises that: (1) may pose a hazard to occupants or workers within the Building, Premises or their exterior locations; or (2) attract extraordinary costs and the requirement for personal protective equipment or other protective measures during leasehold construction, renovations or repairs. Environmental Contaminants include, but are not limited to: (i) asbestos, lead, mould, and other hazardous or toxic substances and materials identified under regulations associated with the *Occupational Health and Safety Act*; and (ii) those identified and exceed the criteria presented for the applicable land use in the Soil, Groundwater, and Sediment standards for Use Under Part XV.1 of the *Environmental Protection Act*; and (3) those contaminants present in the drinking water at the Premises which exceed the criteria identified in the regulations

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associated with the *Safe Drinking Water Act* (as such statutes, regulations and guidelines may be amended or replaced from time to time)."

(vi) Section 5.3(c), Thermal Conditions and Air Quality, shall be deleted in its entirety and replaced with the following:

#### "(c) Thermal Conditions and Air Quality

A heating, ventilation and air-conditioning (including humidification) system which is satisfactory for the Tenant's purposes, as more particularly set out in Schedule I attached hereto.

In addition, at the Tenant's request, and such request to made no more than biannually, the Landlord shall provide to the Tenant, as an Additional Service, a written report from qualified consultants that the HVAC system has been properly maintained and is in good working order in compliance with current standards for HVAC systems from time to time, together with such other information as Tenant reasonably requests, from time to time, on a form provided by the Tenant.

The Tenant may perform an inspection or audit of the HVAC system serving the Premises (or, at Tenant's option, from time to time, the HVAC system serving the Building generally) from time to time at its cost and the Landlord will provide access and documentation as reasonably required by the Tenant to properly perform such inspection/audit. If the Tenant discovers inadequacies in such equipment or system, the Landlord shall remedy any inadequacies forthwith after notice and delivery to the Landlord of a written inspection/audit report.

The Landlord shall make capital repairs or replacements as suggested by any inspection/audit done by the Tenant forthwith after receipt of the report and the Tenant shall reimburse the Landlord for a portion of such costs (amortized on a straight line basis over the useful life of the item repaired or replaced) based on the amortized costs that would be accruing over the remainder of the Term. (For example, if there are 3 years left in the Term and a capital replacement is made to an item with a 20 year life span, the Tenant would be obligated to pay 1/20th of its Proportionate Share of the costs of making the replacement for the remaining 3 years of the Term as Additional Rent, provided that if the HVAC equipment or system is solely serving the Premises, the Tenant would pay 1/20th of such costs each year for the remainder of the Term and not its proportionate share of same).

The Landlord reserves the right to seek a secondary inspection/audit to confirm the reasonableness and urgency of any capital repairs or replacements suggested by any inspection/audit undertaken by the Tenant. If the parties disagree with the findings of the Landlord's inspection/audit, the parties will submit the matter to arbitration in accordance with Section 6.14 of the Original Lease."

(vii) Section 5.3(g), Life Safety, shall amended by adding Section 5.3(g)(i) and 5.3(g)(ii):

"(i) The Landlord will work collaboratively with the Tenant to incorporate, implement and establish any building related protocols as indicated as necessary and appropriate to the specific nature of the Health Emergency and in support of the Tenant's Health Emergency Plan at the time of declaration of a Health Emergency by a Health Authority. Recognizing that appropriate building protocols may vary by the nature of the Health Emergency, the Landlord will prepare a Building Health Emergency Plan promptly upon the declaration of a Health Emergency necessitating the establishment of building protocols to support the health and safety of those using and/or visiting the building and provide a copy to the Tenant, upon receiving the Tenant's written request, within five (5) Business Days.

However, notwithstanding the foregoing or anything to the contrary, the Landlord shall always: (A) provide for at least one (1) elevator serving the Premises to remain operational and free for use by the Tenant and its employees at all times; (B) ensure the Tenant and its employees have access to and egress from the Premises and the

Building; and (C) ensure that key common areas and access points remain open and free for use by the Tenant and its employees at all times.

**"Building Health Emergency Plan**" means a workable health emergency plan for managing the Building in response to a Health Emergency or a Health Order, as the same may be amended from time to time.

**"Tenant's Health Emergency Plan"** means a workable health emergency plan for managing the Premises in response to a Health Emergency or a Health Order, as the same may be amended from time to time.

(ii) the Landlord agrees to provide to the Tenant, upon written request from the Tenant when such Health Emergency has been declared, a copy of its vaccination policies, which may include, without limitation, providing a written attestation in a form required by the Tenant signed by a senior officer of the Landlord with authority to bind the Landlord."

(viii) Section 6.17, Notices, shall be deleted in its entirety and replaced with the following:

#### "Section 6.17 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing addressed in the case of notice to the Landlord to the address set out in Paragraph (f) of the Summary and in the case of notice to the Tenant to the address set out in Paragraph (g) of the Summary, and delivered by prepaid courier or by facsimile or by email or mailed by registered mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered mail shall be conclusively deemed to be the fifth  $(5^{th})$  Business Day after the day of such mailing. Such notice, if delivered by courier or if delivered by facsimile or by email, shall be conclusively deemed to have been given and received at the time of such delivery during normal business hours or on the next business day following if delivered outside of normal business hours in Ontario. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the Electronic Commerce Act, 2000, S.O. 2000, c.17, as amended or replaced from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Lease or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 6.17.

Notwithstanding the foregoing or anything to the contrary in this Lease, any notice delivered by the Landlord to the Tenant relating to a default by the Tenant under this Lease must be delivered by prepaid courier or by registered mail postage prepaid (while a copy of such notice may be delivered by facsimile or email, delivery by such method(s) alone will not be considered sufficient notice hereunder).

Either party may at any time during the Term by giving notice to the other party (in the manner provided above) change the address of the party giving such notice, and thereafter the address as set out in Paragraph (f) or (g) of the Summary, as the case may be, shall be deemed to be the address so changed."

(ix) Section, Health Emergency, shall be inserted as follows:

#### "Section 6.31 Health Emergency

Notwithstanding anything in this Lease to the contrary, if a Health Emergency or Health Order exists, the Landlord and the Tenant covenant and agree as follows:

(A) the Landlord shall take such actions as may be necessary in order to comply with the public health requirements and recommendations of the Health

Authority and with all Health Orders so that the Tenant may continue to use and operate its business from the Premises;

- (B) notwithstanding anything to the contrary in this Lease, the Tenant shall be entitled to close all or any part of the Premises without such closure being mandated by a Health Authority or for a period longer than the period mandated or recommended by a Health Authority if the Tenant determines that such closure is in the best interest of protecting the health and safety of the Tenant's employees; and
- (C) if a Health Order or Health Emergency occurs at or near the end of the Term and as a result the Tenant is prevented from removing its fixtures and equipment from the Premises and completing the work necessary to return vacant possession of the Premises to the Landlord in the condition required by this Lease, the Tenant shall be deemed not to be overholding in the Premises nor required to pay overholding rent, provided that the Tenant shall act diligently and provide vacant possession of the Premises to the Landlord as soon as reasonably possible after the end of the Health Order or Health Emergency, as the case may be.

""Health Authority": means a public health or other Authority, and includes any party authorized or directed to act for such Authority."

**"Health Emergency**": means a situation in which a Health Authority declares a public health emergency, a general state of emergency or any analogous direction, pertaining to an imminent danger from a pathogen, disease, virus, bacteria, or other biological or physical agent that may be detrimental to human health or safety and may impact the occupants, tenants, invitees, guests, employees or contractors working in the Building, including, without limitation and by way of example only, Ebola Virus Disease and other hemorrhagic fevers, COVID-19, SARS-CoV-2, SARS Severe Acute Respiratory Syndrome, SAR-CoV, and Influenza virus A, B and C strains and their subtypes such as Avian Flu (H5N1)."

**"Health Order**": means an order, directive, direction, policy, notice or similar such thing issued by a Health Authority in respect of, related to or impacting the Building.""

#### 5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Fourth Extension Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Lease, as amended and extended hereby.
- (b) The Lease shall be binding upon and enure to the benefit of the parties and hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (c) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Lease, as amended and extended by the Subsequent Agreements.
- (d) The provisions of this Fourth Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.
- (e) The parties agree that this Fourth Lease Extension and Amending Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Fourth Lease Extension and Amending Agreement by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within a reasonable period of the facsimile or electronic

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transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Fourth Lease Extension and Amending Agreement.

(f) The Landlord acknowledges that the Lease and any information contained herein, may be required to be released pursuant to the provisions of the <u>Freedom of Information and</u> <u>Protection of Privacy Act</u>, R.S.O. 1990, c.F.31 and the Digital and Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Lease or of any information or documents.

**"Digital and Data Directive"** means the Management Board of Cabinet Directive issued under subsection 3(3) of the *Management Board of Cabinet Act*, as amended or replaced from time to time.

**EXECUTED** by each of the parties hereto under seal on the date written below.

SIGNED,	<b>SEALED</b>	AND	DELIV	VERED
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Dated this	day of	, 2	0	•

THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

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

Authorized Signing Officer

By: \_\_\_\_ Name:

Title:

Authorized Signing Officer

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE, AS REPRESENTED BY ONTARIO INFRASTRUCTURE AND LANDS
INFRASTRUCTURE, AS REPRESENTED BY ONTARIO
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
INFRADINUCIURE AND LANDS
CORPORATION

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

Authorized Signing Officer

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## BY - LAW No. 24-82

#### The Corporation of the United Counties of Leeds and Grenville

### A BY-LAW TO AUTHORIZE THE EXECUTION OF CONTRACT NO. PW-2024-18 WITH ROAD MAINTENANCE EQUIPMENT & SERVICES INC. FOR SUPPLY AND DELIVERY OF SODIUM CHLORIDE BRINE SOLUTION

**WHEREAS** under Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

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

**WHEREAS** Council deems it prudent to award Contract No. PW-2024-18 to Road Maintenance Equipment & Services Inc. for the supply and delivery of sodium chloride brine solution in the amount of \$122,040.00 excluding taxes for a two-year term; and

**WHEREAS** it is deemed prudent, upon satisfactory contractor performance and based on budget, that Contract No. PW-2024-18 with Road Maintenance Equipment and Services Inc. be extended for a period of up to two additional one-year terms in the amount of \$61,155.00 excluding taxes for year three, and \$61,245.00 excluding taxes for year four; and

WHEREAS both parties have agreed to the terms in the Form of Agreement.

## NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE HEREBY ENACTS AS FOLLOWS:

**1. THAT** the Council of the United Counties of Leeds and Grenville approves the awarding of Contract No. PW-2024-18 to Road Maintenance Equipment & Services Inc. for supply and delivery of sodium chloride brine solution for a two-year period in

By-law 24-82: A By-law to Authorize the Execution of Contract No. PW-2024-18 With Road Maintenance Equipment & Services Inc. for Supply and Delivery of Sodium Chloride Brine Solution

the amount of \$122,040.00 excluding taxes, as per the Form of Agreement attached hereto as Schedule "A" and forming part of this by-law.

- 2. THAT the Council of the United Counties of Leeds and Grenville approves, upon satisfactory contractor performance and based on budget, that Contract No. PW-2024-18 with Road Maintenance Equipment and Services Inc. be extended for a period of up to two additional one-year terms in the amount of \$61,155.00 excluding taxes for year three, and \$61,245.00 excluding taxes for year four.
- **3. THAT** the Warden and County Clerk be authorized to execute all things, papers, and documents necessary to the execution of such Contract.
- **4. THAT** any by-laws or parts of by-laws contrary to or inconsistent with this By-law are hereby repealed.
- 5. THAT this By-law shall come into force and take effect on the date of its passing.

By-law read a first, second and third time, and finally passed this 24<sup>th</sup> day of October, 2024.

Nancy Peckford, Warden

Geoff Clarke, County Clerk

#### FORM OF AGREEMENT

**BETWEEN:** 

#### THE UNITED COUNTIES OF LEEDS AND GRENVILLE

(referred to as the "Counties")

AND:

#### **ROAD MAINTENANCE EQUIPMENT & SERVICES INC.**

(referred to as the "Supplier")

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

#### 1. Contract Documents

The contract between the parties in respect of:

#### PW-2024-18 - Supply and Delivery of Sodium Chloride Brine Solution

is comprised of the following documents, which are collectively referred to as the "Contract":

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the PW-2024-18 Supply and Delivery of Sodium Chloride Brine Solution RFQ, including any addenda, (the "Solicitation Document"); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

#### 2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

#### 3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

#### THE UNITED COUNTIES OF LEEDS AND GRENVILLE

Signature:	Signature:		
Name: Geoff Clarke	Name: Nancy Peckford		
Title: Interim County Clerk	Title: Warden		
Date of Signature: October 24, 2024	Date of Signature: October 24, 2024		
I have the authority to bind the Counties.	I have the authority to bind the Counties.		

**ROAD MAINTENANCE EQUIPMENT & SERVICES INC.** 

Signature: *JenRussell* Name: JenRussell

Title: Office Manager Date of Signature: OCH 16, 2024

I have the authority to bind the Supplier.

#### Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

#### A. Description of Deliverables

Please refer to the PW-2024-18 Solicitation Document.

#### B. Rates and Disbursements

#### B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Counties to the Supplier under the Contract shall not exceed two hundred forty-four thousand four hundred forty dollars (\$244,440.00), inclusive of Optional Years 3&4 (pending CPI), plus HST, based on the estimated quantities. Cost could vary depending on actuals.

#### B.2 Personnel and Rates

Please refer to the PW-2024-18 Supplier's Submission for Unit Prices.

#### C. Payment Terms

The payment terms for the Contract are as follows:

The Contractor shall submit an invoice to the Counties on a monthly basis on or before 5<sup>th</sup> day of every month for the work completed up until the last day of the previous month.

All the invoices shall be sent to <u>AccountsPayable@uclg.on.ca</u> by email or, to the following address by mail:

Accounts Payable, United Counties of Leeds and Grenville 25 Central Ave W, Suite 100 Brockville, ON K6V 4N6

#### D. Counties and Supplier Representatives

The Counties Representative and contact information for the Contract is:

Bill Guy, Manager of Engineering and Operations, Public Works Phone: 613-342-3840 x 2426 E-mail: <u>bill.guy@uclg.on.ca</u>

The Supplier Representative and contact information for the Contract is:

Jen Russell Road Maintenance Equipment and Services Inc. 106 Buchanan St. Coburg, ON, K9A 1Z1 Phone: (905) 372-1124 Email: jrussell@rmes.ca

#### E. Term of Contract

The Contract shall take effect on the <u>1<sup>st</sup> Day of November 2024</u> (the "Effective Date") and shall be in effect for a period of <u>two (2) years</u> from the Effective Date, with an option by mutual agreement by both parties to extend the term for additional periods of <u>up to two (2) years</u>, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

#### F. Specific Provisions

Not applicable.



# BY - LAW No. 24-83

## The Corporation of the United Counties of Leeds and Grenville

## A BY-LAW TO REPEAL BY-LAW 21-75 BEING A BY-LAW TO ESTABLISH LOAD RESTRICTIONS ON HYNDMAN BRIDGE IN THE TOWNSHIP OF EDWARDSBURGH CARDINAL

**WHEREAS** Section 123(2) of the Highway Traffic Act, RSO 1990, Chapter H.8 provides that the municipality or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or class thereof passing over such bridge, and the requirements of subsection (1) with respect to the posting up of notice apply thereto; and

**WHEREAS** under Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**WHEREAS** it is deemed desirable to lift the designated load restrictions limiting the weight of vehicles passing over Hyndman Bridge on County Road 22 in the Township of Edwardsburgh Cardinal.

## NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE HEREBY ENACT AS FOLLOWS:

- 1. **THAT** By-law 21-75, Being a By-law to Establish Load Restrictions on Hyndman Bridge in the Township of Edwardsburgh Cardinal be repealed in its entirety.
- 2. **THAT** any by-laws or parts of by-laws contrary to or inconsistent with this bylaw are hereby repealed.
- 3. **THAT** this by-law shall come into force and take effect on the date of its passing.

By-law No. 24-83: A By-law to Repeal By-law 21-75 Being a By-law to Establish Load Restrictions on Hyndman Bridge

By-law read a first, second and third time and finally passed this 24<sup>th</sup> day of October, 2024.

Nancy Peckford, Warden

Geoff Clarke, County Clerk



# BY - LAW No. 24-84

## The Corporation of the United Counties of Leeds and Grenville

## A BY-LAW TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE UNITED COUNTIES OF LEEDS AND GRENVILLE AND THE MARCH OF DIMES CANADA FOR LEASED SPACE AT 55 REYNOLDS DRIVE, BROCKVILLE

**WHEREAS** Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25 states a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**WHEREAS** Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 states a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**WHEREAS** it is desirable for the United Counties of Leeds and Grenville to enter into a lease agreement with the March of Dimes Canada for leased space at 55 Reynolds Drive, Brockville; and

**WHEREAS** the term of the lease agreement is from January 1, 2025 to December 31, 2027; and

**WHEREAS** the Corporation of the United Counties of Leeds and Grenville and Leeds, Grenville and the March of Dimes Canada have agreed to the rents, covenants, obligations, and agreements contained in the lease agreement for the aforementioned premises.

# NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE HEREBY ENACT AS FOLLOWS:

1. **THAT** the Warden and County Clerk are hereby authorized to execute the attached lease agreement for the leased space on at 55 Reynolds Drive,

Brockville, between the Corporation of the United Counties of Leeds and Grenville and the March of Dimes Canada.

- 2. **THAT** this agreement be in effect from January 1, 2025 to December 31, 2027.
- 3. **THAT** the attached Schedule A Lease Agreement forms part of this by-law.
- 4. **THAT** the Warden and County Clerk be authorized to execute any other documents, instruments, and do any other things necessary to complete the lease agreement for the said premises.
- 5. **THAT** any by-laws or parts of by-laws contrary to or inconsistent with this by-law are hereby repealed.

By-law read a first, second and third time, and finally passed this 24<sup>th</sup> day of October, 2024.

Nancy Peckford, Warden

Geoff Clarke, County Clerk



#### LEASE

made effective the first (1<sup>st</sup>) day of January, 2025 in duplicate between

THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE hereinafter called "The Counties"

OF THE FIRST PART

#### AND

## MARCH OF DIMES CANADA

hereinafter called the "March of Dimes"

OF THE SECOND PART

**WHEREAS** the March of Dimes wishes to assist persons who require support services in the areas of health needs, personal care and essential homemaking services (hereinafter "Support Services"), and to obtain rental accommodation in premises which are suitable to special needs;

**AND WHEREAS** the Corporation of the United Counties of Leeds and Grenville is the owner of the subject housing units referred to in Subsection 1(b) of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the rents, covenants, obligations, and agreements contained herein, the parties hereby agree as follows:

#### 1. **INTERPRETATION**

#### a. Definitions under the Act and Regulations

In this Agreement, unless there is something in the subject-matter or context inconsistent therewith, terms and expressions used in this Agreement that are defined terms and expressions under the *Act* or Regulations shall have the same meaning as in the *Act* or Regulations.

#### b. Definitions under this Agreement

"Act" means the Arbitration Act, 1991.

"Agreement" means this Service Agreement, as may be amended from time to time.

"Building" means 55 Reynolds Drive in Brockville, Ontario.

"CMHC" means the Canada Mortgage and Housing Corporation.

"Designated unit" means the one (1) one-bedroom unit located at Unit 212, 55 Reynolds Drive in Brockville, Ontario.

"FIPPA" means Freedom of Information and Protection of Privacy Act.

"Guidelines" means all written policies, procedures, guidelines and directives of The Corporation of the United Counties of Leeds and Grenville relating to this Agreement, as it may be established amended or replaced from time to time.

"Land" means the lands and premises described as 55 Reynolds Drive, Brockville, Ontario (Municipal Address); Block P, Plan 250 (Legal Description).

"Landlord" means The Corporation of the United Counties of Leeds and Grenville.

"March of Dimes" means the March of Dimes Canada.

"MFIPPA" means the Municipal Freedom of Information and Protection Privacy Act.

"MOH" means the Ministry of Housing.

"PIPEDA" means the Personal Information Protection and Electronics and Document Act, S.C. 2000.

*"PIPEDA Protected Information"* means any "personal information" or "personal health" information, as defined by PIPEDA.

"Premises" means the apartment municipally known as 55 Reynolds Drive, Unit 212, Brockville, Ontario and located on the Land.

"Project" means The Corporation of the United Counties of Leeds and Grenville public housing project, Brockville OH 2, consisting of forty-two (42) apartments, located on the Land.

"RTA" means the Residential Tenancy Act, 1997.

"Schedule A" is the schedule entitled "Schedule A" attached to and forming part of this Agreement, as amended from time to time by addendum duly signed by both parties.

"Tenant" means the March of Dimes Canada.

"Term" means the term of the Service Agreement.

"The Counties" means the Corporation of the United Counties of Leeds and Grenville.

#### c. Miscellaneous

- i. The laws of the Province of Ontario shall apply to the interpretation of this Agreement and any reference to a statute in this Agreement includes any subsequent amendments or replacement and substitution of that statute.
- ii. Whenever used in this Agreement, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
- iii. The titles in this Agreement have been inserted for convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.
- iv. Where the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine.
- v. All information that is provided to, collected or maintained by The Counties is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, ("MFIPPA").
- vi. Any such notice, consent or approval, required or permitted to be given pursuant to this Agreement, shall be in writing and shall be delivered by personal service or ordinary mail, to the March of Dimes or The Counties, as the case may be, at such address as the parties may designate, in writing, from time to time.
- vii. Any such notice, consent or approval, shall be deemed to have been delivered on the date of such personal service, or, if mailed, on the fifth (5<sup>th</sup>) day after the day on which it was mailed.
- viii. Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided herein.

#### 2. AGREEMENT AND LIMITATIONS

a) The Landlord shall rent the Premises to the Tenant, for the Term, at the rent, subject to the terms and conditions, and in accordance with the covenants, obligations and agreements contained in this Agreement.

#### 3. TERM, TERMINATION AND RENEWAL

- a. The term of this Agreement shall commence on the 1<sup>st</sup> day of January, 2025 and terminate the 31<sup>st</sup> day of December, 2027.
- b. The Counties may terminate this Agreement, on a minimum of ninety (90) days prior written notice to the March of Dimes, in the event the March of Dimes is in breach of its obligation under this Agreement, and the breach is not remedied to the reasonable satisfaction of The Counties, within thirty (30) days of a written notice of the breach being delivered to the March of Dimes.
- c. The March of Dimes, at its option, may terminate this Agreement, on a minimum of ninety (90) days prior written notice to The Counties, in the event:
  - i. the building or the designated units are not maintained in a good state of repair, fit for habitation, and do not comply with health, safety, housing and maintenance standards; or
  - ii. the Ministry of Health, or its designate, discontinues funding for the Support Services provided to the tenants by the March of Dimes; or
  - iii. The Counties is in breach of its obligations under this Agreement, and the breach is not remedied to the reasonable satisfaction of the March of Dimes, within thirty (30) days of a written notice of the breach being delivered to The Counties; or
  - iv. the service contract with the Tenant(s) in the designation unit(s) is at an end.

#### 4. RENT, TAXES, UTILITIES, PARKING AND OTHER SERVICES

- a) The Counties shall make available the one (1) one-bedroom unit (the "designated units") at its location at 55 Reynolds Drive in Brockville, Ontario (the "building"), Unit 212, exclusively to the March of Dimes for office space. All rents with respect to this unit shall be calculated and administered by The Counties in accordance with the guidelines established by The Counties. The Tenant covenants to pay rent as per Schedule "A".
- b) The Landlord and the Tenant agree that the Market Rent as set out in Schedule "A" shall constitute the lawful rent for the Premises pursuant to the *Residential Tenancy Act* as at the commencement of the term of the Agreement. Notwithstanding the agreement in Schedule "A", the Landlord shall be entitled to increase the Market Rent payable by the guidelines determined under Section 129 of the *RTA* or the regulations made thereunder. Effective as of the date of each such increase, the amount payable by the Tenant to the Landlord shall be the Market Rent as so increased.
- c) The Landlord shall pay the utility charges as per Schedule "A".
- d) The Landlord shall provide, operate and maintain:
  - i) a heating system sufficient to maintain a reasonable temperature (20 to 23 degrees Celsius) in the Premises during the heating season (September 15 to May 15), and at any other time of the year, if required for comfortable occupancy.

- ii) a water system capable of supplying hot and cold water to the washrooms servicing the Premises
- e) The Landlord shall permit the Tenant to effect the installation of telephone and inter-communication equipment in the Premises.
- f) The Landlord shall permit the Tenant's employees access to parking as per Schedule "A".

#### 5. USE AND MAINTENANCE OF THE PREMISES

- a) The Tenant shall use the Premises for the purpose outlined in the Supportive Housing Program Proposal – Support Services for Disabled Adults and Seniors (November 1999). No other use of the Premises shall be permitted without prior written consent of the Landlord. The Premises are to be a satellite office for the Tenant. The Tenant's main office is located at 6 Glenwood Place, Unit 6, Brockville, Ontario.
- b) The Tenant shall maintain the Premises in good order, condition and repair, during the Term, including the lighting, heating, ventilation, wiring, and plumbing fixtures and equipment in the Premises, except for:
  - i) reasonable wear and tear.
  - ii) damage by lightning, tempest or other peril normally insured against by a prudent owner.
  - iii) structural damage to the Premises, including the roof, roof membrane, foundation bearing walls, exterior walls and other structural elements of the Premises.
- c) The Tenant shall not assign this Agreement, nor sub-let, nor part with possession of the whole or any part of the Premises, except with the prior written consent of the Landlord, which consent may not be unreasonably withheld.
- d) If the Landlord performs the Tenant's maintenance and makes the Tenant's repairs, pursuant to Paragraph 5(i), the Tenant shall pay to the Landlord the cost of performing the maintenance and making the repairs, as additional rent, within thirty (30) days of presentation of a bill.
- e) The Tenant shall perform any maintenance and make any repairs it is required to do pursuant to Paragraph 5(b) and for which it has received the Landlord's permission, in a good and workmanlike manner, using materials of and so that the workmanship conforms to the type and quality which exists in the rest of the Premises.
- f) The Tenant shall notify the Landlord immediately of any accident to or defect in the lighting, heating or ventilation system or any other systems as part of the Premises.
- g) The Tenant shall provide competent janitorial and cleaning services and shall keep and maintain the Premises in a neat, clean, sanitary and attractive condition and shall not permit refuse, garbage, waste or other loose or objectionable material to accumulate on or about the Premises.
- h) If the Project, or any part thereof, is damaged or destroyed, through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees, invitees or licensees, the Tenant shall pay to the Landlord, promptly on demand, the expense of any necessary repairs, replacements, restorations, reconstructions or alterations.

- i) If, at any time during the Term, the Premises are wholly or partially destroyed or damaged by any cause, the Landlord shall repair, replace, reconstruct or restore the Premises to their condition prior to the occurrence of the damage or destruction. If the Premises are so badly damaged that they cannot be restored to tenantable condition within one hundred and twenty (120) days, then the Landlord or the Tenant may terminate this tenancy, within thirty (30) days of such damage or destruction, upon written notice to the other party. If the Landlord does not begin to restore the Premises within thirty (30) days of the occurrence of damage or having commenced the restoration of the Premises, does not proceed to complete it with reasonable dispatch, the Tenant may terminate this tenancy upon fourteen (14) days written notice to the landlord.
- j) Nothing in Paragraph 5(i) releases the Tenant of his obligations under Paragraph 5(d) to pay for repairs to the Premises.
- k) The Tenant shall release to the Landlord, any insurance proceeds payable under the policy of Insurance required to be maintained by the Tenant pursuant to Paragraph 6(h) of this Agreement, which may be payable as the result of any damage or destruction of the Premises.
- I) The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises or the fixtures and equipment, or permit any overloading of the floors.
- m) The Tenant shall not keep any inflammable liquids or materials within or adjacent to the Premises, except for small quantities, in proper containers, of items required for normal cleaning, nor shall the Tenant allow any activity or permit any condition to exist on the Premises that may create a fire hazard.
- n) The Tenant shall comply with the provisions of all laws, including, without limitation, all federal and provincial or municipal regulations which relate to the use and occupation of the Premises or to the making of any repairs, replacements, additions, alterations, decorations, changes, substitutions or improvements, of or to the Premises.

## 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS

- a) The Tenant shall not make or cause to be made, any alteration, addition or improvement to the Premises, without prior written consent of the Landlord. The Tenant shall submit to the Landlord, the plans and specifications of any proposed alteration, addition, improvement or any request for consent.
- b) The Tenant shall cause all work in connection with any alteration, addition or improvement to be done promptly and in a good and workmanlike manner, and in accordance with the plans and specifications approved by the Landlord.
- c) Any alteration, addition, or improvement made by the Tenant pursuant to this Agreement, shall become and remain property of the Landlord upon termination of this Agreement or any renewal, provided that the Tenant shall, if requested by the Landlord, remove all alterations, additions or improvements and restore the Premises to the condition they were in before the alterations, additions or improvements were made, or pay the Landlord the cost of removal and restoration.
- d) The Tenant may, with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, shall, at any time during the Term, remove any fixtures installed by the Tenant in the Premises, and the Tenant shall compensate the Landlord for any damage caused to the Premises by the removal.

- e) The Tenant may, with prior written consent of the Landlord, may erect any signs on the Premises it considers necessary for the proper conduct of its business. All signs shall be removed from the Premises at the end of the Term, and the Tenant shall compensate the Landlord for any damage caused to the Premises by the removal of the signs.
- f) The Tenant shall not suffer or permit any construction lien or other liens for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated, to attach to or be registered against the Land, the Premises or the Project. Whenever and so often as a lien shall attach or be registered or claim shall be filed, the Tenant shall, within thirty (30) days after the Tenant has notice of the claim or lien, procure the discharge of the lien, by payment or by giving security or in such other manner as is or may be required or permitted by law. The tenant further covenants that whenever and so often as a certificate of action is registered relating to any lien, the Tenant shall, within thirty (30) days after the Tenant has been given notice of the registration of a certificate of action, have it vacated.
- g) The Tenant shall not alter the locking system on any door giving entry to the Premises or cause the locking system to be altered during the Tenant's occupancy of the Premises, without the prior written consent of the Landlord.
- h) The tenant shall during the currency of this Agreement and renewals thereof, maintain and ensure that the March of Dimes and any contractor engaged by it to act on its behalf, obtains and maintains in full force and effect a policy of Comprehensive General Liability Insurance, in which the limits of liability shall not be less than two million dollars (\$2,000,000) per occurrence. The policy shall name Her Majesty the Queen in Right of Ontario, and the Corporation of the United Counties of Leeds and Grenville as additional insured and shall contain a cross-liability clause endorsement, as well as a clause that the March of Dimes shall not cancel the Insurance without giving thirty (30) days prior written notice. The March of Dimes shall deliver a Certificate of Insurance to The Counties on execution of this Agreement, and thereafter, from time to time, upon request.
- i) The tenant shall indemnify and save harmless Her Majesty the Queen in Right of Ontario, as represented by the MOH for the Province of Ontario, The Counties, their respective officers, employees and agents, under their respective successors and assigns, from and against any and all claims, including, without limiting the generality of the foregoing, all claims for bodily injury or property damage arising from, or out of, or incidental to any occurrence in, upon or at the premises of The Counties or the designated units or the conduct of any work or by or to any act or omission of the March of Dimes or any assignee, agent, contractor, servant, employees, invitees or licensees of the March of Dimes and from and against all costs, counsel fees, expenses and liabilities incurred in or about any claim, action or proceeding.

#### 7. LIMITATIONS OF THE LANDLORD'S LIABILITIES

- a) Except to the extent provided in this Agreement, the Landlord shall be liable or responsible in any way for any loss, damage or injury, that may be suffered or sustained to any persons or property, and in particular, without limiting the generality of the foregoing, the Landlord shall not be liable for any loss, damage or injury, to any person or property:
  - i) resulting from any defect in the Premises.
  - ii) resulting from the condition or arrangement or from the interruption or breakdown of any mechanical or electrical equipment or of any water, gas, sewage, electrical power or other utility in the Premises.
  - iii) by reason of failure to supply adequate drainage.
  - iv) by reason of steam, water, snow or other substances leaking, issuing, flowing or escaping into any part of the Premises.
  - v) resulting from anything done or omitted to be done by the Landlord, its servants, employees, agents, contractors, invitees or licensees, by other tenants of the Project, persons in the Premises, occupants of adjacent property or the public.

#### 8. <u>ACCESS</u>

- a) The Landlord shall permit the Tenant, its servants, agents, employees, licensees and invitees, in common with other persons, to have access, during normal business hours, to the entrance of the Project, and the stairways and passages within the Project, for the purpose or ingress and egress form the Premises.
- b) The Tenant shall permit the Landlord to enter the Premises, at any reasonable time, on twenty-four (24) hours prior written notice, except in cases of emergency, for the purpose of inspecting the Premises and making necessary repairs to the Premises. In cases of emergency, of which the Landlord shall be the sole judge, the Landlord may enter the Premises, at any time, without notice to the Tenant.

#### 9. LANDLORD'S REMEDIES

- a) If:
  - i) all or part of the rent shall be in arrears; or
  - ii) the Premises are not used for the purposes for which they were rented, or
  - iii) the Tenant is in default in the observance or performance of any of the Tenant's covenants or agreements

then the Landlord may give the Tenant written notice requiring the Tenant to pay the arrears or remedy the default within fourteen (14) days of receipt of the notice. If the Tenant fails to pay the arrears or remedy the default within that period, the Landlord may terminate this tenancy by giving the Tenant written notice thirty (30) days prior to the date the tenancy is to terminate, and the Landlord may re-enter the Premises and take possession of the Premises on that date, and the Term shall be terminated.

#### 10. <u>GENERAL PROVISIONS</u>

- a) In the event that Landlord shall be delayed or hindered in or prevented from the performance of any act required to the Landlord in this Agreement, by reason of strikes, lockouts, labour trouble, civil commotion, riots, insurrection, war, inability to procure labour, materials or services, acts of God, weather, power failure, restrictive laws or regulations, or any other reason beyond the reasonable control of the Landlord, then performance of the act shall be excused for the period of the delay and the time allotted for performance of the act shall be extended for the period of time equal to the period of the delay.
- b) The Landlord covenants with the Tenant for quiet enjoyment.
- c) All of the provisions of this Agreement shall be construed as covenants and agreements, as though the words importing such covenants and agreements were used in each paragraph. There are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement, except as are expressly set out in this Agreement, and this Agreement constitutes the entire agreement between the Landlord and the Tenant and may not be modified, except as provided or except by subsequent written agreement, of equal formality to this Agreement, executed by the Landlord and the Tenant.
- d) No condoning, excusing or over-holding by either party of any default, breach or non-observance by the other party, at any time or times, in respect of any covenant, proviso or condition contained in this Agreement, shall operate as a waiver at that party's rights under this Agreement, in respect of any continuing or subsequent default, breach or non-observance, so as to defeat or affect in any way, the rights of that party, and no waiver shall be inferred from or implied by anything done or omitted by that party, except an express written waiver. All rights and remedies of the Landlord contained in this Agreement shall be cumulative and not alternative.
- e) Where the Landlord's consent is required by this Agreement to any act of the Tenant, the consent, if given, shall be communicated to the Tenant within thirty (30) days of receiving the request for the consent.

#### 11. ARBITRATION

- a. In the event the parties are unable to resolve a dispute, difference of opinion or question relating to this Agreement within ninety (90) days, despite their best efforts at negotiations in good faith, the parties shall submit the matter to arbitration by a single arbitrator, chosen by the parties, who shall be a member in good standing of the Law Society of Upper Canada.
- b. The provisions of the *Arbitration Act, 1991, S.O. 1991, c.17*, shall apply to the arbitration and the award of the arbitrator shall be final and binding upon the parties.
- c. Each party shall pay its own costs and one-half (1/2) of the fees and expenses of the arbitrator.
- d. Except as otherwise provided for in this section, the arbitration shall proceed in accordance with the *Arbitration Act*, 1991

#### 12. <u>GENERAL</u>

#### d. Notice

Any notice required or permitted to be given under this Agreement to either party shall be sufficiently given if it is in writing and delivered by hand or mailed to the parties at the address:

#### March of Dimes Canada

#### Attention: Claire Macgregor, Associate Director of Corporate Services 10 Overlea Blvd. Toronto, ON M4H 1A4 Telephone: 1-800-263-3463

#### The Corporation of the United Counties of Leeds and Grenville

Attention: Chris Morrison, Housing Manager Community and Social Services 200 – 25 Central Avenue West Brockville, ON K6V 4N6 Telephone: 613-342-3840

If any notice so given, it shall be deemed to have been received on the date of delivery if delivered by hand, or on the fifth (5<sup>th</sup>) business day following the date of mailing.

Any party may from time to time by notice given as provided above, change its address for the purposes of this section. In the event of an actual or threatened postal disruption, notice hereunder shall not be given by mail but shall be given by fax or personal delivery. Notice with respect to matters dealing with PIPEDA Protected Information may not be given by fax.

#### b. Amendments

No modification or amendment to this Agreement shall be made unless agreed to by the parties in writing.

#### c. Successors/Change of Ownership

The terms of this Agreement shall constitute part of any agreement whereby the ownership of the building would change and that the terms in any offer to purchase the building shall include assumption of this Agreement and all associated responsibilities by the new owners.

#### d. Assignment

The March of Dimes shall not transfer title to any unit which is subject to the Program without first obtaining the written acknowledgment of the transferee to be bound by the terms hereof.

#### e. Further Assurances

The March of Dimes shall execute and deliver all such further documents and do such further acts and things as The Counties may reasonably request from time to time to give full effect to this Agreement.

#### f. Waivers and Consents

No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent shall be in writing and signed by an authorized member or staff of the party claimed to have waived or consented. No consent by a part to, or waiver of, a breach under this Agreement shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach.

#### g. Invalidity

If any part of this Agreement is held or rendered invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement continues to apply.

h. Time

Time shall be of the essence of this Agreement.

#### IN WITNESS WHEREOF, the parties have duly executed this Agreement under seal.

#### FOR: March of Dimes Canada

Name and Title of Authorized Signing Officer (Please Print)	Name and Title of Authorized Signing Officer (Please Print)		
Signature of Authorized Signing Officer	Signature of Authorized Signing Officer		
Date	Date		
<b>SIGNED, SEALED, AND DELIVERED</b> in the presence of:	<b>SIGNED, SEALED, AND DELIVERED</b> in the presence of:		
Name and Title of Witness (Please Print)	Name and Title of Witness (Please Print)		
Signature of Witness	Signature of Witness		
Date	Date		

## FOR: THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

## Geoff Clarke, Interim County Clerk and Manager of Legislative Services

The United Counties of Leeds and Grenville

Name and Title of Authorized Signing Officer

Signature of Authorized Signing Officer

Date

## Nancy Peckford, Warden The United Counties of Leeds and Grenville

Name and Title of Authorized Signing Officer

Signature of Authorized Signing Officer

Date



### Schedule "A"

**Tenant:** March of Dimes Canada 6 Glenwood Place, Unit 6 Brockville, ON K6V 3T3 Contact Person: Claire Macgregor Associate Director of Corporate Services 10 Overlea Blvd. Toronto, ON M4H 1A4

The Tenant covenants to pay to the Landlord, its successors and assigns, payable in equal monthly instalments, on or before the first day of each month during the Term of the Agreement, in lawful money of Canada, without deduction, abatement or set-off, rent in the amount(s) as follows:

Agreed to Full Monthly Rents – January 2025				
Building Address	Unit	Initial Payment Date	Full Monthly Rent	End Date
55 Reynolds Drive Brockville, Ontario	212	January 1, 2025	\$993.00	December 31, 2027*

\* Rent will increase annually by the allowable rate under the Residential Tenancies Act (RTA).

The Tenant shall pay all business taxes, rates, and license fees, with respect to the Premises, when due, to the appropriate authorities.

The Landlord shall pay all charges for fuel for heating, water and hot water supplied to the Premises.

The Landlord shall permit the Tenant or the Tenant's employees one (1) non-designated space to park one (1) properly licensed and roadworthy passenger vehicle.

#### IN WITNESS WHEREOF, the parties have duly executed this Agreement under seal.

#### FOR: March of Dimes Canada

Name and Title of Authorized Signing Officer (Please Print)	Name and Title of Authorized Signing Officer (Please Print)		
Signature of Authorized Signing Officer	Signature of Authorized Signing Officer		
Date	Date		
SIGNED, SEALED, AND DELIVERED in the presence of:	<b>SIGNED, SEALED, AND DELIVERED</b> in the presence of:		
Name and Title of Witness (Please Print)	Name and Title of Witness (Please Print)		
Signature of Witness	Signature of Witness		
Date	Date		

#### FOR: THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE

## Geoff Clarke, Interim County Clerk and Manager of Legislative Services

The United Counties of Leeds and Grenville

Name and Title of Authorized Signing Officer

Signature of Authorized Signing Officer

Date

## Nancy Peckford, Warden

## **The United Counties of Leeds and Grenville**

Name and Title of Authorized Signing Officer

Signature of Authorized Signing Officer

Date



# BY - LAW No. 24-85

## The Corporation of the United Counties of Leeds and Grenville

## A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE AT ITS MEETING HELD ON OCTOBER 24, 2024

**WHEREAS** the *Municipal Act*, S.O. 2001, c. 25, as amended, grants powers to a municipality to exercise its authority under this or any other Act; and

**WHEREAS** it is deemed expedient that the proceedings of the Council of the Corporation of the United Counties of Leeds and Grenville at this meeting must be adopted by by-law.

# NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE HEREBY ENACTS AS FOLLOWS:

- THAT the action of the Council of the United Counties of Leeds and Grenville in respect of each recommendation contained in the Committee Reports and each motion and resolution passed and other action taken by the Council of the United Counties of Leeds and Grenville, at this meeting held on the 24<sup>th</sup> day of October, 2024 is hereby adopted and confirmed as if all proceedings were expressly embodied in this by-law.
- 2. **THAT** the Warden and proper officials of the Corporation of the United Counties of Leeds and Grenville are hereby authorized and directed to do all things necessary to give effect to the action of the Council referred to in the proceeding section hereof.
- 3. **THAT** the Warden and County Clerk be authorized and directed to execute all documents in that behalf and to affix therefore the seal of the Corporation of the United Counties of Leeds and Grenville.

By-law No. 24-85: To Confirm the Proceedings of the Council of the United Counties of Leeds and Grenville at its Meeting Held on October 24,, 2024

Page 2

By-law read a first, second and third time and finally passed this 24<sup>th</sup> day of October, 2024.

Nancy Peckford, Warden

Geoff Clarke, County Clerk