



COUNCIL INFORMATION PACKAGE

Friday, August 16, 2024

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MEMORANDUM

TO: Mayor, Council and Staff

FROM: Tara Stephens, Director of Legislative Services/City Clerk

DATE: August 16, 2024

SUBJECT: Council Chamber Upgrades - Routine Maintenance and Enhancements

Upgrades to the Council Chamber have been underway since early August and are aimed at routine maintenance and technical enhancements. These include necessary improvements to the audio/visual (AV) system, acoustic enhancements to support hearing impairments and updates to the paint and carpeting. The project is expected to be completed by October 2024.

Temporary Meeting Arrangements

Due to the scheduled AV system upgrades, the Council Chamber will be unavailable for the following council meetings. These meetings will be conducted virtually.

- September 3, 2024
- September 10, 2024
- September 17, 2024

AV System Upgrades

The AV system upgrade is part of routine maintenance and includes the following improvements:

- Enhanced public viewing of delegations
- Streamlined voting procedures
- Integration of additional eScribe capabilities for meeting management
- Improved technology workflows for transitions, recesses, and closed sessions
- 24/7 system monitoring and daily checkups

Council members are encouraged to familiarize themselves with the eScribe app by reviewing upcoming agendas. Regular use of the eScribe platform will be essential following the upgrades.

A mandatory training session for staff and council members will be scheduled during a council meeting, once the AV system enhancements are completed. Details about this training will be provided in the future.

Acoustic Improvements

As part of our commitment to supporting and accommodating hearing impairments, we are enhancing the acoustic features of the Council Chamber. These upgrades will improve sound clarity, reduce echo and reverberation, and create a more comfortable and productive environment for all users.

Paint and Carpet Updates

The Council Chamber has not seen updates to paint or carpeting since Civic Square was constructed in 2005. As part of this routine maintenance project, the space will receive a fresh coat of paint and new carpeting.



**TOWNSHIP OF
BRUDENELL, LYNDOCH AND RAGLAN**

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TEL: (613) 758-2061 · FAX: (613) 758-2235

August 7, 2024

The Honourable Doug Ford, Premier of Ontario
Premier's Office
Room 281, Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford,

Re: Urging the Government to Promptly Resume Assessment Cycle

Please be advised that at their last Regular Meeting of Council on Wednesday August 7th, 2024, the Council for the Corporation of the Township of Brudenell, Lyndoch and Raglan supported the following resolution:

Resolution # 2024-08-07-10
Moved By: Councillor Quade
Seconded by: Councillor Keller

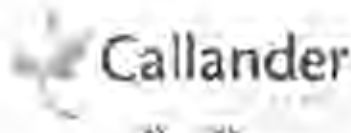
"Be it resolved that the Council of the Corporation of the Township of Brudenell, Lyndoch and Raglan hereby supports the resolution from the Municipality of Callander urging the Government to promptly resume the assessment cycle.

And further that Council directs staff to provide a copy of this resolution to the Premier, the relevant provincial authorities, the Association of Municipalities in Ontario, the Rural Ontario Municipalities Association, the Federation of Northern Ontario Municipalities, the Municipal Property Assessment Corporation, and all municipalities in Ontario for their consideration, to make proper changes as quickly and efficiently as possible."

CARRIED.

Sincerely,

Tammy Thompson
Deputy Clerk



31 May 2024

Premier Doug Ford premier@ontario.ca

RE: Urging the Government to Promptly Resume Assessment Cycle

Please be advised that the Council of the Corporation of the Municipality of Callander passed the following resolution at its Regular Meeting of Council held Tuesday, May 28, 2024.

Resolution No. 2024/05/184:

7.4(c) WHEREAS the assessment cycle is an essential process for maintaining the fairness and predictability of property taxes in our province;

AND WHEREAS the pause in the reassessment cycle has created uncertainty and instability in property taxation, impacting both residential and commercial property owners;

AND WHEREAS the government has delayed an assessment update again in 2024, resulting in Ontario's municipalities continuing to calculate property taxes using 2016 property values;

AND WHEREAS both current and outdated assessments are inaccurate, increase volatility, and are not transparent;

AND WHEREAS frequent and accurate reassessments are necessary to stabilize property taxes and provide predictability for property owners, residents, and businesses alike;

AND WHEREAS the staff at the Municipal Property Assessment Corporation would benefit from further skills enhancement and training in assessments, recognizing the importance of ensuring accurate evaluations for 100% of our municipality;

AND WHEREAS the Government has announced a review of the property assessment and taxation system with a focus on fairness, equity, and economic competitiveness, and therefore further deferring new property assessment;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Callander hereby calls upon the Premier to promptly resume the assessment cycle to ensure the stability and predictability of property taxes while the Government conducts its review of the property assessment and taxation system, or respond with an alternative method for every municipality in Ontario to achieve fair taxation;

AND THAT all Municipalities in Ontario and their constituents are encouraged to apply pressure to the Premier, daily, weekly, and monthly, to resolve the situation before it causes undue stress to everyone in the Municipality;

AND THAT a copy of this resolution be forwarded to the Premier, the relevant provincial authorities, the Association of Municipality in Ontario, the Rural Ontario Municipalities Association, the Federation of Northern Ontario Municipalities, the Municipal Property Assessment Corporation, and all municipalities in Ontario for their consideration, to make proper changes as quickly and efficiently as possible.

Thank you,



Cindy Pigeau
Municipal Clerk

Copy to: Association of Municipalities of Ontario
Rural Ontario Municipalities Association
Federation of Northern Ontario Municipalities
Municipal Property Assessment Corporation
All Ontario Municipalities

NOVÆ RES URBIS

GREATER TORONTO & HAMILTON AREA

- 2 FACILITATING AFFORDABILITY
Simcoe County Releases Final Report on Housing Strategy
- 4 SEVEN WAYS OF LOOKING AT A LANDMARK
Paper Examines Challenges of Assessing Value

WEDNESDAY,
JULY 31, 2024
Vol. 27
No. 31

HOLIDAY REMINDER
The NRU offices will be closed for summer holidays Monday, August 5 through Friday, August 9, reopening Monday, August 12. The next GTHA edition issue will be published Wednesday, August 14.

BRAMPTON SETTLES PROVINCIAL APPEAL OF HERITAGE HEIGHTS SECONDARY PLAN, OPENS DOOR TO GROWTH

THE NEXT FRONTIER

Matt Durnan

The City of Brampton has unlocked a significant future development opportunity on its last remaining greenfield area and is now able to move forward with the planning and development of a massive new complete community that will accommodate around 50,000 new homes and more than 54,000 new jobs.

Brampton and the Province of Ontario reached a settlement at the Ontario Land Tribunal (OLT) on July 18 on the Heritage Heights secondary plan, covering an area that could well be the largest secondary plan area in the entire province, comprising over 1,600 hectares of land in the gateway to the northwest part of Brampton.

The revised secondary plan will accommodate a broad range of housing types, ranging from taller buildings in high-density mixed-use residential areas to more mid-rise and low-rise residential built forms

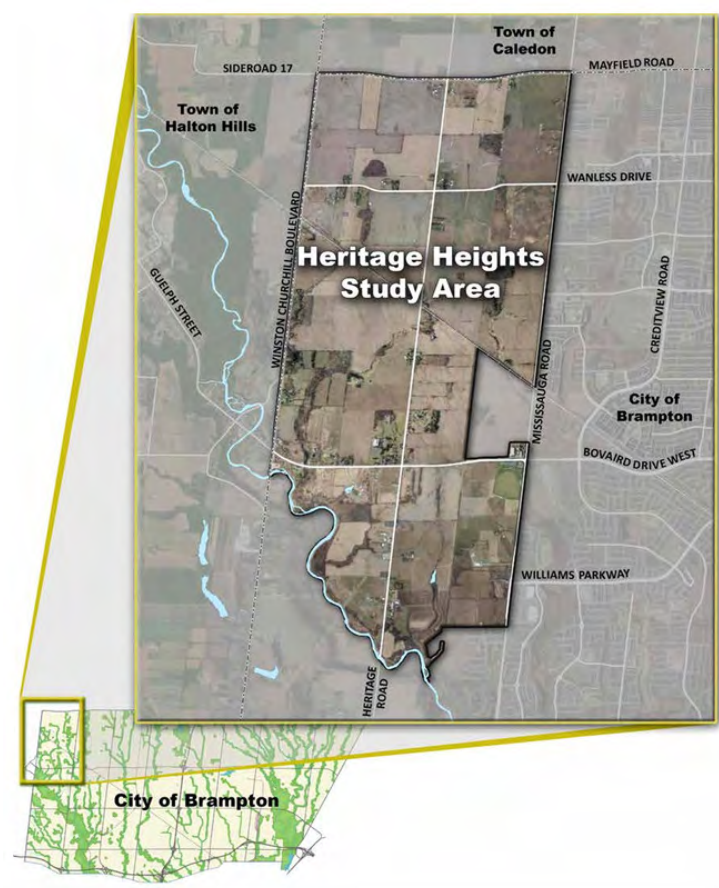
in medium-density mixed-use areas, to ground-related housing like singles, semis and townhouses in areas designated as 'Neighbourhoods'.
As many as 50,000 new

housing units could be developed in the Heritage Heights area once fully built out. A significant number of employment units can also be accommodated in the secondary

plan area, with the inclusion of new office, retail and prestige industrial uses there, in addition to new recreational facilities, schools, public spaces and parkland.

The Heritage Heights secondary plan was first considered by Brampton city council in April 2022. The plan laid out the development vision for the Heritage Heights area, which was proposed to be the second phase of the build-out of Brampton's northwest (See:

CONTINUED PAGE 7



Map showing the location of the Heritage Heights secondary plan area in northwest Brampton. The more than 1,600-hectare area is slated to become home to a massive new complete community in the city's northwest gateway, accommodating as many as 50,000 new homes and 54,000 new jobs. The City of Brampton and the Province of Ontario reached a settlement on the Heritage Heights secondary plan at the Ontario Land Tribunal two weeks ago, avoiding a potentially years' long appeal hearing.

SOURCE: CITY OF BRAMPTON

UPCOMING DATES

JULY

31 Mississauga Council, 9:30 a.m.

AUGUST

6 Caledon General Committee, 2:30 p.m.

7 Burlington Council (Special), 9:30 a.m.

12 Brampton Planning & Development Committee, 7:00 p.m.

Brock Council, 10:00 a.m.

Hamilton General Issues Committee, 9:30 a.m.

Oakville Planning & Development Council, 6:30 p.m.

Uxbridge Council, 10:00 a.m.

Whitby Council (Special), 4:30 p.m.

13 Caledon Planning & Development Committee, 2:30 p.m.

Caledon Planning & Development Committee—Public Meeting, 7:00 p.m.

Hamilton Planning Committee, 9:30 a.m.

Oakville Council, 6:30 p.m.

Vaughan Committee of the Whole, 1:00 p.m. - CANCELLED

Vaughan Council, 5:00 p.m. - CANCELLED

Vaughan Committee of the Whole (Public Meeting), 7:00 p.m. - CANCELLED

14 Barrie General Committee, 7:00 p.m.

Barrie Council, 8:00 p.m.

Brampton Council, 9:30 a.m.

Caledon General Committee, 2:30 p.m.

SIMCOE COUNTY RELEASES FINAL REPORT ON 10-YEAR AFFORDABLE HOUSING AND HOMELESSNESS STRATEGY

FACILITATING AFFORDABILITY



Lana Hall

As the **Simcoe County Affordable Housing and Homelessness Prevention Strategy** reaches the final year of its decade-long duration, County staff and housing economy experts reflect on the strategy's successes, and what the future holds for housing need across the county.

Last week, the County released its tenth annual affordable housing report card, the final update for the strategy, which was initially approved in 2014. Over the past decade, the strategy had some irrefutable successes, most notably, exceeding its target for creating new affordable housing units. As of December 31 2023, 3,250 new affordable homes had been created across the region since the strategy's inception, an increase of 565 affordable units from its original goal of 2,685 new units. Three additional

affordable housing complexes supported by the strategy are set to open between now and 2027, including developments in Orillia, Bradford West Gwillimbury and Barrie.

County of Simcoe general manager of social and community services **Mina Fayez-Bahgat** credits the strategy's success to a community of stakeholders that worked cohesively to achieve the plan's targets, including council members, municipalities, community housing providers and service organizations, and even some Simcoe County residents. "It's a community strategy," he told *NRU*.

Over the past decade, the County introduced a number of measures to boost affordable housing supply and help mitigate a rise in homelessness. These measures included launching a secondary suites program that

provided 234 forgivable loans to homeowners developing affordable secondary suites within their homes, and building 485 new affordable rental units on publicly-owned land.

The Affordable Housing and Homelessness Prevention Strategy also included distributing \$1.4 million in rent supplements and \$130,790 in affordable homeownership down-payment support for first-time homebuyers.

The County finalized several affordable and/or supportive housing projects as well, including a 130-unit campus-style supportive housing development in Orillia, which has already begun welcoming its first residents, and a 215-unit affordable rental complex in Barrie, which, upon completion, will be the County's largest affordable housing investment to date.

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FACILITATING AFFORDABILITY

CONTINUED FROM PAGE 2

As of December 31, 2023, the total number of applicants on the County’s centralized affordable housing waitlist was 4,696, a decrease of 3.7% over the waitlist figures reported in 2022.

Implementing the strategy was not without its challenges, says Fayeze-Bahgat, especially when the COVID-19 pandemic abruptly shut down some supply chains and forced many municipal administration processes—including review of development applications—to be drawn out indefinitely. During this time, a modular housing development planned by a private developer for Barrie became “stuck” in the municipal planning pipeline, says Fayeze-Bahgat. But using National Housing Strategy funding that was advanced outside of the federal government’s planned schedule due to the pandemic, the County was able to acquire the project, ultimately opening it in 2023, just 18 months after its purchase.

“The industry was hit hard ...” said Fayeze-Bahgat, “But I have to say, there was also a lot of opportunity that came out of those challenges.”

As the County now looks to create a similar strategy to create more affordable housing over the next ten years, all

regions and municipalities looking to address the housing crisis within their communities will have to face a housing landscape that continues to be out-of-reach for many.

“Traditionally, our affordable housing efforts have justifiably been focused on the lowest income levels in our communities. These are households who really aren’t able to afford market housing, whether it is rental or ownership,” says **N. Barry Lyon Consulting (NBLC)** associate **Josh MacLeod**, whose team recently worked on an attainable housing needs assessment for the County of Simcoe.

“But the big changes we’ve noted over the last decade or so is that it’s no longer just the lowest income households that can’t access this market housing. We’re also seeing that most middle-income households actually can’t access it either.

These are our teachers, our nurses, our restaurant workers; they’re people who are really important parts of every community.”

In an economy where the cost of housing continues to outstrip income growth, MacLeod says Ontario regions and municipalities should focus on elements of the housing crisis that are within their control—mainly policy and process changes that could make it easier and more affordable to develop more housing.

“We can’t just throw money at the problem ... And frankly, the problem is so vast that even upper levels of government who do have more significant taxation powers, more significant revenue-generating powers, even they can’t buy us out of this,” he told *NRU*.

“Our communities need to take a pretty aggressive approach to planning, policy, and process change in order to make it easier for more and broader housing to be built in their community.”

For its part, Simcoe County staff say the next ten-year strategy will be informed

by more detailed data and supported by stronger partnerships, including with homeowners, private sector developers, and other levels of government. Ultimately, says Fayeze-Bahgat, the County would like to act as more of a project facilitator, while leveraging land, funding and resources from other stakeholders.

“[We want] to introduce different partnerships that allow the County to enhance affordability through other markets rather than it just being the County on its own,” he says.

Simcoe County staff are expected to present a proposed affordable housing strategy for the next ten years before the end of 2024. 🌱

Units to Date

STAGE 1			
2014	2015	2016	2017
32	207	544	1,017
STAGE 2			
2018	2019	2020	
1,288	1,873	2,364	
STAGE 3			
2021	2022	2023	
2,531	2,775	3,250	



Table showing the number of affordable housing units created in Simcoe County between 2014 and 2023, the entirety of its Affordable Housing and Homelessness Prevention Strategy, a 10-year plan first launched in 2014. The county exceeded its target for new affordable housing units over the ten-year period, ultimately building 3,250 new affordable units across the region by the end of 2023, a 565-unit increase from its original goal of 2,685 new units. The County has implemented a number of programs as part of the strategy, including financial supports for renters and first-time homebuyers, and for homeowners looking to build affordable secondary suites on their existing properties.

SOURCE: COUNTY OF SIMCOE

SEVEN WAYS OF LOOKING AT A LANDMARK



Lana Hall

How can we assess the true value of cultural and environmental landmarks that may possess both a financial land value and an intangible benefit to their communities? That's the question being asked by a researcher at **Carleton University**. As more of Ontario's cultural, heritage, and environmental landmarks face a precarious future due to competing land use priorities, it's a question residents, conservationists, and governments are pondering as well.

In her paper 'How Can Accountants Enhance (or Save) Natural and Cultural Capital Valuation? Engaging Academics: A Collaboration with CPA Canada and the Canadian Commission for UNESCO,' published in May, Carleton University associate professor of accounting **Leanne Keddie** grapples with a challenge that's growing in urgency, especially in the sector of sustainability accounting, which is often faced with ascribing a monetary value to

cultural and environmental landmarks.

"There's a lot of discussions already happening already in our space as a whole on grappling with 'How do we tackle this? How do we communicate value? How do we measure value?'" says Keddie.

Her paper considers possibilities for making these kinds of measurements through the lens of a recent **Chartered Professional Accountants (CPA) of Canada** and **Canadian Commission for United Nations Educational, Scientific and Cultural Organization (UNESCO)** report that explores tools to measure natural and cultural capital at UNESCO-designated sites across Canada. UNESCO's sites in Canada are primarily environmental in nature, and include landmarks such as the Canadian Rocky Mountain Parks in Alberta, the Niagara Escarpment Biosphere and Ottawa's Rideau Canal.

Keddie argues that it's important for accountants to engage with nuanced tools that help calculate holistic

value because it's often this accounting data that helps inform higher-level decisions about the future of these cultural and heritage landmarks.

This puts sustainability accountants in a challenging position, requiring them to develop a framework for assessing the monetary value of something that might have a value that far outstrips a dollar amount, be it environmental, cultural, or social value.

"The very premise of approaching nature and culture in a way that monetizes it according to human wants and needs is controversial; it stresses an economic approach that has yet to be proven to be consistent with a sustainable planet," Keddie writes in the introduction to her paper.

Some potential solutions for this challenge have been floated already. In the CPA Canada and UNESCO report, for example, CPA offers three potential frameworks for measuring the value of UNESCO-designated sites. These include a "total economic

value" framework, which would take into consideration market-based values (such as commercial forestry, mining or agricultural values) and ecological-function values (such as biodiversity maintenance), as well as something called "non-use values," which might include, for example, the value of knowing others are enjoying nature. Another measurement framework proposed is what the report authors call a "state of reporting for community well-being and the environment" model, which would focus on social capital, as well as a landmark's effect on environmental aspects, such as air quality, water quality and clean energy.

But even the tools that exist for calculating cultural and environmental value—such as the ones proposed for UNESCO sites—risk providing an incomplete picture of these landmarks. The main problem with those tools, says Keddie, is they are often best at translating sites or resources into value only when they provide some

CONTINUED PAGE 5

SEVEN WAYS OF LOOKING AT A LANDMARK

CONTINUED FROM PAGE 4

kind of practical use for human beings.

“If I can cut down a tree and make a desk, it has value,” she says. “But it also has value because it provides oxygen. I’m sure the animals and insects that live in it would find it valuable themselves.”

Nowhere has the debate between the competing interests of potential land value, environmental benefits, and community space been more contentious in recent years than in discussions about the future of **Ontario Place**, a provincially-owned park in Toronto’s west end. While Ontario Place visitors and residents alike have objected to plans for a \$350-million private sector spa planned for the site—and the removal of

more than 800 trees to build it—the **Province of Ontario** has moved ahead with plans for the redevelopment. Developing more nuanced tools to measure the value of public spaces like these, says Keddie, could help us understand just how interconnected our natural resources are.

“If I can buy the last tree on the planet, well great. Good for me. But what does that mean for nature, or for others, or the world as a whole?” She asks.

But it’s not just natural or environmental resources that are the subject of debate when it comes to assessing the value of these landmarks. There are standard procedures for assessing the value of other properties too, says **Ontario Heritage Trust**

director of heritage programs and operations **Wayne Kelly**, pointing to the many criteria and regulations surrounding government designation of heritage properties or conservation districts. Yet even assessing the monetary value of a heritage property can be an enormously subjective process.

“That notion of trying to apply a dollar value to something that has an intangible value is very tricky,” Kelly told *NRU*. “There are tangible pieces like market value and comparable sales that are used to put a fair market value on property, but that is in itself a very subjective process, just as a process that would try to ascribe value to the cultural or social value of a property.”

The varying stakeholders involved in trying to discern the value of landmarks—which could range from governments to special interest organizations to individuals—also adds complexity, says Kelly.

“It’s a very messy, loud debate, and not just about property, but about people and events and naming. All of these things are part of the mix. There’s been a longstanding debate about the impact of municipal designation under the *Ontario Heritage Act*, whether that has a negative impact on a property value or whether it has a positive impact.”

Ultimately, both Keddie and Kelly agree on one thing: that any tools or policies for

ascribing value to a cultural or environmental landmark should be holistic, taking into account not only its monetary value, but also the role it plays in supporting biodiversity, clean air, or in bringing together cultures and communities.

“Quantitative [data] can tell us something, but so can qualitative, so can non-human views, and so can different cultural views,” says Keddie.

“I think just not pinning it down to one number or one view or one tool would be really important. We need multiple ways to look at this if we really want to get a holistic understanding of the true value of some of these things.” 🌱

HAVE A STORY TIP OR
IDEA RELATED TO YOUR
MUNICIPALITY?

Send an email to pressrelease@nrupublishing.com



IN BRIEF

St. Catharines seeking feedback on proposed CIP amendments – upcoming public meeting

The **City of St. Catharines** is proposing administrative amendments to its 2015 Community Improvement Plan (2015CIP) and its 2020 Community Improvement Plan (2020CIP) that would permit extensions of completion deadlines that have progressed substantially but have experienced minor delays due to project complexities. Key elements of the proposed amendments would include:

- criteria for permitting deadline extensions of greater than one year, subject to approval by city council
- criteria for permitting deadline extensions of one year or less, subject to delegated staff approval
- establishing delegated

authority for staff to approve short-term completion extensions

- establishing conditions for revoking approval of projects that have failed to execute a CIP agreement within a specified timeframe

The City will be holding a statutory public meeting on the proposed amendments to the CIPs on Monday, August 12 at 6:00 p.m. in St. Catharines council chambers at 50 Church Street. Electronic participation is also available. To learn more about the City of St. Catharines proposed CIP amendments and to access links for electronic participation in the August 12 meeting, please visit the City website [here](#).

Georgina seeking input on climate change action plan

The **Town of Georgina** is developing a Climate Change

Action Plan to prioritize attention to local climate risks plan corresponding actions. Efforts to adapt to climate change and minimize carbon emissions can contribute to the development of healthier communities, lower infrastructure repair costs and increased resilience. The Town is seeking input from residents, organizations, businesses, and regional experts on how best to prepare Georgina's infrastructure for more extreme and disruptive weather conditions, what sustainability policies to adopt, and how to ensure the provision

of places where people can shelter safely during severe weather events. Members of the public are invited to participate in Georgina's Climate Change Action Plan survey. To complete the survey, please visit the survey monkey website [here](#). For more information on Georgina's developing Climate Change Action Plan, please visit the City website [here](#). 🌱

Join our Team



The City of Thorold is currently seeking a **Senior Policy Planner / Project Manager**. By joining the City of Thorold team, you will be choosing to become part of the fastest growing municipality in the beautiful Niagara region.

If you are interested in this position, click [here](#) to review the job posting details.

The application deadline is **Monday, August 19, 2024**.

We are seeking talented individuals to **Join Our Team!**

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THE NEXT FRONTIER

CONTINUED FROM PAGE 1

“Competing Visions”, *Novae Res Urbis GTHA*, March 23, 2022).

“There was 6,000 acres of land that came into the urban fold back in 2006 with the Heritage Heights and Mount Pleasant lands,” **Heritage Heights Landowners Group** captain **James Reed** told *NRU*.

“So Mount Pleasant has been completely planned and built out, and that was the first phase of Northwest Brampton. And there was supposed to be this seamless transition to Heritage Heights, but as we can tell, sitting here in 2024, there have been some hiccups along the way.”

Brampton council adopted the secondary plan in 2022, but the “hiccups” arrived when the plan did not include a Highway 413 corridor, which is proposed by the provincial government to traverse Highway 401 west of Mississauga to Highway 400 in Vaughan to the east, passing through Georgetown, Brampton, and Bolton along the way.

“The 2022 plan did not depict a Highway 413 corridor, it depicted a boulevard concept. As a result of that deflection from the Province’s vision, there was an appeal by the Province towards the Heritage Heights 2022 plan,” Brampton commissioner of

planning, building and growth management **Steve Ganesh** told *NRU*.

“There was a lot of work done on that 2022 plan between the City and the landowners group, and a lot of good cooperative working relations built to come to a consensus on that boulevard plan. But it was because of the appeal by the

Province that we went through this most recent iteration through the mediation to come to this new plan.”

The settlement negotiated between the City of Brampton, the Heritage Heights Landowners Group and the Province of Ontario now reflects Highway 413 going through the Heritage Heights secondary plan area, with two key interchanges planned at Bovaird Drive and Mayfield Road.

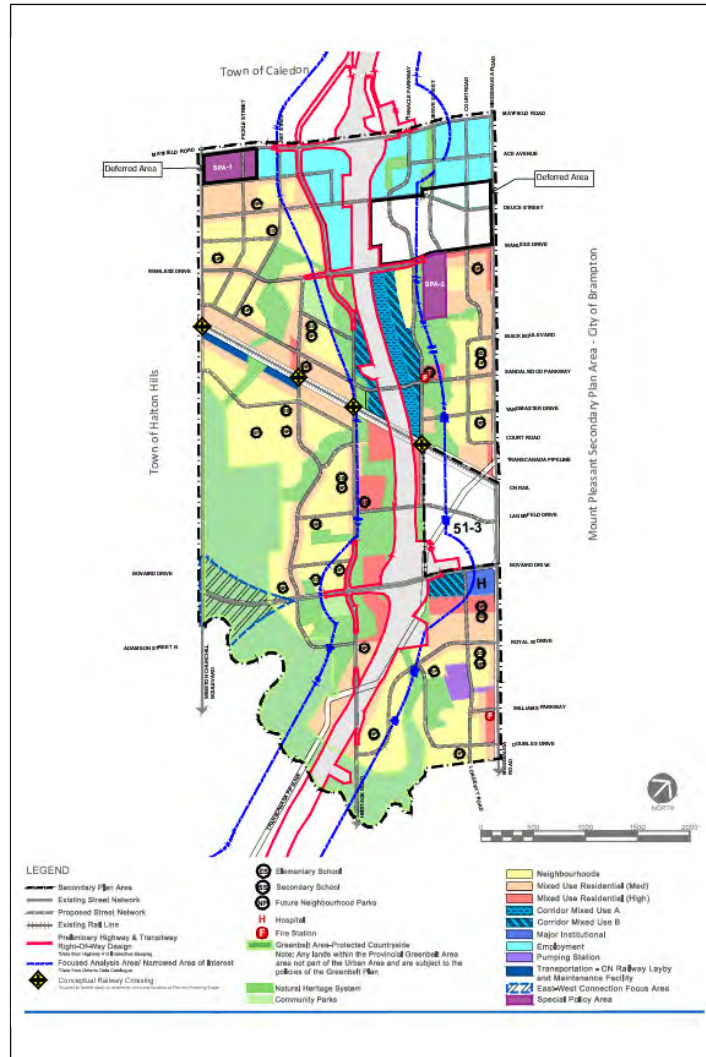
While the change from a boulevard concept to a major highway is a significant one,

many of the elements of the 2022 secondary plan have been preserved, chiefly the intent to create a complete, walkable community offering a range of housing options. The inclusion of a 400-series highway in the plan will allow for a significantly broader range of employment options in the area as well.

“Certainly I would say that the synergies that were once envisioned are still maintained in this plan, and there was a lot of thoughtfulness put through the mediation sessions between the landowners and the City to maintain that continuity, but also realizing that things have changed,” Ganesh said.

“The nature of the employment has changed since the first envisioning of Mount Pleasant [to the east], so you’ll notice in this plan for Heritage Heights that the menu of employment options is far greater than was originally envisioned in Mount Pleasant because of the changing nature of post-COVID and whatnot.”

The location of the employment lands within the



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Land use map of the more than 1,600-hectare Heritage Heights secondary plan area in Brampton’s northwest, bordering Halton Hills to the west and Caledon to the north. The area is bisected east to west by an existing rail line and north south by the proposed Highway 413 (red outline). The secondary plan sets the planning vision for the area as a walkable complete community with a broad range of housing and employment options, and parks, schools and recreation facilities.

SOURCE: CITY OF BRAMPTON

THE NEXT FRONTIER

CONTINUED FROM PAGE 7

secondary plan area will see some change as the introduction of a provincial transportation corridor will have an impact on where employment uses will be directed, with the secondary plan seeking to maximize economic potential particularly in areas in close proximity to the Highway 413 corridor.

“We do recognize obviously that a 400-series highway as it runs through Heritage Heights has its impediments, but we’ve tried our best to create nodes and complete communities that build off the Mount Pleasant GO station to the east,” said Reed.

“So it’s a complete community that way, and as transit needs and Brampton grow, that’s the connection to the Kitchener GO line and to downtown Toronto.”

In reaching a settlement, Brampton avoids what could

have been a years-long **Ontario Land Tribunal** appeals process and opens up the massive piece of land to play a significant role in the City achieving its housing target of building 113,000 new homes by 2031.

“This settlement is a significant step forward for Brampton. It ensures we can meet provincial housing targets while developing a vibrant community with ample job opportunities,” Brampton Mayor **Patrick Brown** said in a news release.

“The Heritage Heights development aligns with our new official plan, to guide Brampton’s growth over the next 30 years. Thanks to the City’s planning commissioner Ganesh and our planning chair [**Michael**] **Palleschi** for getting this critical employment and housing project across the finish line.”

Reed says that Heritage Heights landowners have been in a “spin cycle” for the better part of the past 15 years, with uncertainty swirling through an on-again off-again planning approach.

“Now that we’re able to solidify this secondary plan through the mediation, now this can become a reality and we can get homes built and roofs over people’s heads and actually do what Brampton and the landowners have always wanted to do in seeing Heritage Heights built,” Reed said.

One of the biggest wins to come from the negotiations and settlement is that the City was able to come up with a policy regime that will be facilitate faster, more efficient approvals processes to bring more housing online more quickly.

“We created a policy regime where we can kind of fast-track or cut red tape, if you will. The typical studies that [an applicant] would need to be done for pre-consultations, we came up with a policy regime that allowed precinct planning and draft plans of subdivision to occur in parallel, as opposed to one after another,” said Ganesh.

“That policy, although it sounds simple, took quite a bit of discussion, and in my mind will allow plans to get expedited and homes built quicker. I’d brand this as a ‘Three-C’ approach between the landowners and the City, through community, collaboration, and consensus-building. This is very

transformational, it’s a western gateway to the city and it’s basically a new frontier.”

“Whenever I look at [this land] now as a greenfield, I know that there’s certainty that transformation will start imminently over the next five to 10 years, which is really short when you’re looking at a planning timeframe.” 🌱



We are hiring!

Manager, Development Planning

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<https://jobs.richmondhill.ca/job-invite/2673/>

Deadline to apply is **August 18, 2024**

HAMILTON DESIGN REVIEW

PANEL AGENDA

The Hamilton Design Review Panel will consider the following item at its meeting Thursday, August 8 in a virtual session to be hosted on Webex at 2:45 p.m.

2:45 P.M.

87 – 109 Ashley Street— Hamilton Design Review Panel will undertake review of Tyros Developments Ltd’s zoning by-law amendment application for 87 – 109 Ashley Street in Hamilton.

Tyros Developments is proposing to develop a six-storey multi-residential building containing 136 dwelling units, along the west side of Ashley Street. A mix of underground (77 spaces) and surface vehicle (17 spaces) and bicycle parking spaces is proposed, in addition to 76 bicycle parking spaces. Flanking the property on the north, south, and west sides are existing 10-foot-wide (3.048 metre) municipal alleyways. These are proposed

to expanded (widened) with permeable paving to provide appropriate pedestrian and vehicular access around the proposed development.

Presentations will be made by project team members from **GSP Group, Lintack Architects, and adesso design landscape architecture.**

3:45 P.M.

Meeting adjourned. 🌱

Top Left: Rendering of Tyros Developments’ proposal for a six-storey multi-residential building for 87-109 Ashley Street in Hamilton, including parking areas and surrounding area context. The Hamilton Design Review Panel will review the proposal for the project at its meeting Thursday, August 8.

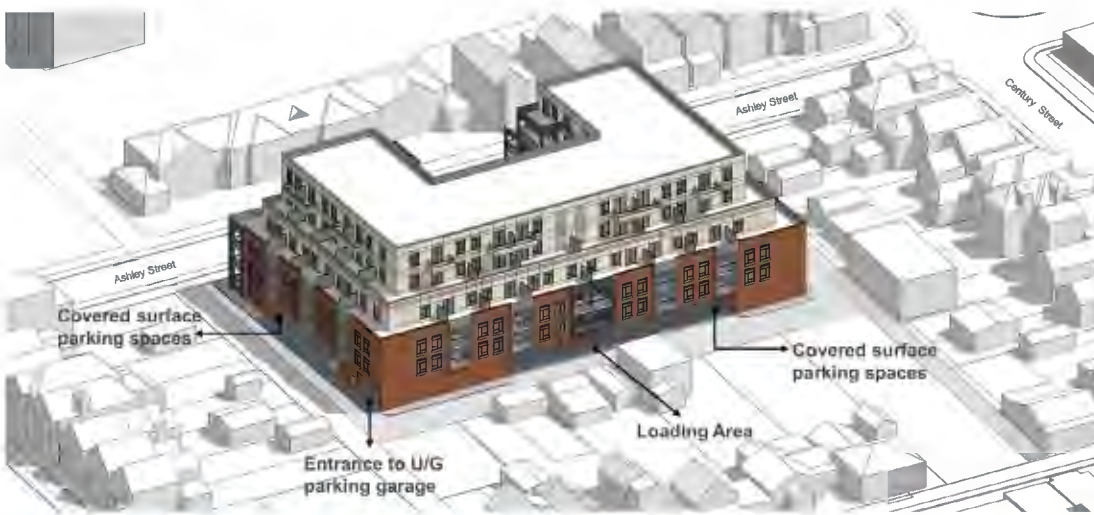
PLANNING CONSULTANT: GSP GROUP
ARCHITECT: LINTACK ARCHITECTS
SOURCE: CITY OF HAMILTON

Bottom Left: Map showing the location (red rectangle) and surrounding planning context of the site at 87-109 Ashley Street in Hamilton where Tyros Developments is proposing to develop a six-storey multi-residential building. The Hamilton Design Review Panel will review the proposal for the project at its meeting Thursday, August 8.

PLANNING CONSULTANT: GSP GROUP
SOURCE: CITY OF HAMILTON

Bottom Right: Rendering showing a street view of Tyros Developments’ proposal for a six-storey multi-residential building for 87-109 Ashley Street in Hamilton. The Hamilton Design Review Panel will review the proposal for the project at its meeting Thursday, August 8.

ARCHITECT: LINTACK ARCHITECTS
LANDSCAPE ARCHITECT: ADESSO DESIGN INC.
SOURCE: CITY OF HAMILTON



COMMITTEE AGENDAS



PEEL

Revised proposal submitted for Brightwater lands

At its July 29 meeting, **Mississauga** Planning & Development Committee considered a [public meeting information report](#) regarding an official plan amendment application by **Port Credit West Village Partners Inc.** for 70 Mississauga Road South and 181 Lakeshore Road West. The 72-acre lands are subject to a

standing development approval known as 'Brightwater' that was approved by the **Ontario Land Tribunal** (then called the **Local Planning Appeals Tribunal**) in November 2019. The applicant now proposes to amend the original approval to permit an increase in the overall number of dwelling units from 2,995 to 3,893, to increase the maximum permitted building height from 29 to 35 storeys, and to add commercial space and reorient the originally proposed building locations in 'Block U'.

Approval recommended for Rangeview Master Plan

At its July 29 meeting, **Mississauga** Planning & Development Committee considered a [recommendation report](#) recommending approval of the Rangeview Development Master Plan for the lands at 850-1083 Rangeview Road and 830-1076 Lakeshore Road East. Council endorsement of the Master Plan is required to deem an official plan amendment (OPA) application submitted by **Rangeview Landowners Group Inc.** for the site complete. The applicant proposes to develop

a high-density mixed-use community on the site with 5,300 residential units spread across many buildings, with a maximum height of 15 storeys.

Approval recommended for Meadowvale subdivision

At its July 29 meeting, **Mississauga** Planning & Development Committee considered a [public meeting recommendation report](#) recommending approval of rezoning and draft plan of subdivision applications by

CONTINUED PAGE 11

ABOUT THE OFFERING

CBRE's Land Services Group, on behalf of Vector Financial Services, is offering for sale a 19.8-acre property in Brampton. The property is within the Countryside Villages Secondary Plan 48 (b) and is primarily designated for low density residential use, with a portion designated for medium density residential and medium/high density residential use, allowing a variety of densities and built forms.

The southern part of the site is designated for a city-wide park, providing ample green space for future residents. The site benefits from its location within north Brampton, close to schools, parks, retail amenities, and highway access. Once developed, the area is expected to accommodate around 20,000 people and provide approximately 7,500 jobs.

OFFER SUBMISSION DATE TO BE ANNOUNCED

[CLICK TO VIEW BROCHURE](#) **MLS: W9054873**

THE LISTING TEAM

Mike Czestochowski** Vice Chairman +1 416 495 6257 mike.czestochowski@cbre.com	Lauren White* Executive Vice President +1 416 495 6223 lauren.white@cbre.com
Emelie Rowe* Sales Associate +1 416 495 6306 emelie.rowe@cbre.com	Evan Stewart* Sales Associate +1 416 495 6205 evan.stewart@cbre.com

*Sales Representative **Broker | All outlines are approximate

CBRE | LAND SERVICES GROUP

MAYFIELD ROAD

± 19.8 ACRES *Brampton, Ontario*

RESIDENTIAL LAND WITHIN THE COUNTRYSIDE VILLAGES SECONDARY PLAN 48 (B)

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COMMITTEE AGENDAS

CONTINUED FROM PAGE 10

Avenia Construction (BT) Inc. for 0 Lisgar Drive (lands on the east side of Lisgar Drive, north of Doug Leavens Boulevard). The vacant 6.5-hectare site was reserved in the original surrounding subdivision for a school block, but was later deemed surplus by the **Peel District School Board**. The current applicant proposes to subdivide the site to develop 124 single-detached dwellings, a public park, a stormwater management area, and public roads.

Approval recommended for Mississauga affordable rental housing CIP

At its July 29 meeting, **Mississauga Planning & Development Committee** considered a [recommendation report](#) recommending approval of an Affordable Rental Housing Community Improvement Plan (CIP) as part of several initiatives designed to address housing affordability in Mississauga. The proposed CIP includes a Multi-Residential

Rental Incentive Program to encourage the provision of affordable rental units in higher-density market rental projects, and a Gentle Density Incentive Program to encourage additional housing supply in established neighbourhoods, in addition to other rental housing enabling programs.



YORK

Approval recommended for expansion to Highway 404 Employment Corridor Secondary Plan area

At its July 25 meeting, **East Gwillimbury Committee** of the Whole considered a [final report](#) recommending approval of an

official plan amendment (OPA) application by **Woodbine GP Inc.** for 19350, 19512, 19298, 19255 & 19222 Woodbine Avenue, 2176 and 2203 Farr Avenue, and 2196 Mount Albert Road. The applicant proposes to include within the Highway 404 Employment Corridor Secondary Plan area 41.9 hectares of lands located between Highway 404 and the west side of Woodbine Avenue, and lands that are located north of Mount Albert Road and one block south of Doane Road. The proposed OPA would re-designate these lands from *Rural* to *Employment* to permit the future development of a range of employment uses. Portions of the lands that are identified as being environmentally significant areas will be conserved. 🌿

folkstone village plaza

10, 20, 30 BROADLEAF AVE, WHITBY

property highlights

FULLY STABILIZED RETAIL PLAZA
Folkstone Village Plaza is 100% leased to a diverse roster of tenants. The average unit size of 1,613 sq. ft. and a WALT1 of 4.2 years limits the risk of tenant turnover.

RENTAL UPSIDE
The weighted average lease rate of \$28.69 per sq. ft. provides investors with future rental growth, especially for smaller unit sizes.

SERVICE RETAIL IN MAJOR RETAIL NODE
On-site tenant mix and neighbouring grocery, pharmacy and liquor will ensure retail tenant demand for future releasing efforts if required.

▶ [CLICK TO VIEW DRONE VIDEO](#)

[CLICK TO VIEW BROCHURE & CA](#)

¹WALT as of May 28th, 2024

THE LAND SERVICES GROUP:

<p>Mike Czestochowski** Vice Chairman +1 416 495 6257 mike.czestochowski@cbre.com</p>	<p>Lauren White* Executive Vice President +1 416 495 6223 lauren.white@cbre.com</p>
--	--

THE RETAIL INVESTMENT GROUP:

<p>Brad Walford* Senior Vice President +1 416 495 6241 brad.walford@cbre.com</p>	<p>Sean Comiskey* Senior Vice President +1 416 495 6215 sean.comiskey@cbre.com</p>
<p>Brett Taggart* Associate Vice President +1 416 495 6269 brett.taggart@cbre.com</p>	

*Sales Representative **Broker | All outlines are approximate | www.cbre.ca/mclsg | 2005 Sheppard Ave. E., #800, Toronto, ON M2J 5B4

OLT NEWS

REMAINDER OF MILTON TRAFALGAR SECONDARY PLAN POLICIES APPROVED

In a July 22 decision, Member **Sarah Bobka** approved the remainder of the policies of the **Town of Milton's** Trafalgar Secondary Plan (implemented via Official Plan Amendment 54 – "OPA 54"), following a settlement reached between the outstanding parties.

The secondary plan establishes detailed policies and mapping to facilitate the development of lands along

Trafalgar Road between Derry Road to south of Britannia Road. The secondary plan was appealed by several area landowners, and the appeals have been the subject of prior hearing events.

As a result of a final settlement, the Tribunal held a written settlement hearing where it considered affidavit planning evidence from the Town's director of planning policy & urban design **Jill Hogan** in support of the final modifications to the secondary plan. These modifications

pertain to the Natural Heritage System, tertiary planning requirements, and the ongoing role of **Halton Region** in various planning processes.

Based on Hogan's planning evidence, the Tribunal found that the Trafalgar Secondary Plan and OPA 54 represent good planning and are in the public interest, and are henceforth in full effect as of the date of the Tribunal's order.

Solicitors involved in this decision were **Eileen Costello** and **David Neligan (Aird & Berlis)** representing the Town


of Milton, **Lee English** and **Isaac Tang (Borden Ladner Gervais)** and **Brittany Maione** representing Halton Region, **Denise Baker (WeirFoulds)** representing **Milton P4 Trafalgar Landowners Group Inc.**, **Shelley Kaufman**, **Scott Snider** and **Anna Toumanians (Turkstra Mazza)** representing **2076828 Ontario Ltd.** and **White Squadron Development Corporation**, **Katarzyna Sliwa**, **Jessica Jakubowski** and **Michael James (Dentons)** representing **Hannover**

CONTINUED PAGE 13


INFILL RESIDENTIAL DEVELOPMENT OPPORTUNITY WITHIN THE BLOOR – SIMCOE INTENSIFICATION STUDY AREA

CBRE's Land Services Group, on behalf of Vector Financial Services, is pleased to offer for sale a 4.09-acre infill residential development opportunity within the Bloor Simcoe Intensification study area, municipally located at 487-489 and 513-517 Bloor Street East in the City of Oshawa. The site is situated minutes from the Highway 401 on/off ramp and GO rail transit providing exceptional convenience for future commuters.


The current zoning permits a range of uses such as single detached dwellings, townhouses, apartment buildings and care facilities. The City-initiated Intensification Study intends to guide future development in the Bloor Simcoe Area and envisions the Site to have a maximum density of 300 units per hectare / 121 units per acre and a maximum height of 30 metres. There are no active applications for the site, which presents an excellent opportunity for a purchaser to submit an application based on their own preference for built form and design.




Currently Allows for a Low and Medium Density Residential Development



Positive Demographic Trends and Growth



Planned Density Increase for the Site as per the Draft Bloor Simcoe Intensification Study



Close Proximity to Highway 401 and Regional GO Transit


VIEW BROCHURE & CA

MLS: E9053520

OFFER SUBMISSION DATE TO BE ANNOUNCED

487-489 & 513-517 **Bloor Street East**

OSHAWA, ONTARIO




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OLT NEWS

CONTINUED FROM PAGE 12

Trafalgar Farms Ltd., Milton Sheva Land Ltd., York Trafalgar Golf Corporation and Comarin Corporation, David Bronskill (Goodmans) representing Remington Trafalgar Inc. and Russell Cheeseman and Stephanie Fleming (Municipal Law Chambers) representing Varga Family Farm Partnership and Manaman Developments (8th Line) Inc. [See OLT Case No. [OLT-22-004717](#).]

SETTLEMENT APPROVED FOR BOWMANVILLE SUBDIVISION

In a July 8 decision, OLT Members **Michael Menezes** and **T.F. Ng** allowed appeals, in part, by **Aspen Garden Bowmanville Ltd.** against the **Municipality of Clarington's** failure to make decisions on its rezoning and draft plan of subdivision applications for Lot 17, Concession 1, located at the


northwest corner of Baseline Road and Green Road.

Aspen Garden originally proposed a residential subdivision consisting of 103 townhouses, 21 single-detached dwellings, and six pairs of semi-detached dwellings, for a total of 136 residential units.

The parties reached a settlement on the basis of a revised proposal for 84 townhouses and 29 single-detached dwellings, for a total of 113 residential units. The proposed subdivision includes land for a new public road, an amenity area, and a 1.64-acre open space block to maintain existing environmental features.

Planner **Angela Sciberras** (**Macaulay Shiomi Howson**) provided evidence in support of the settlement proposal. The Tribunal accepted her expert evidence and allowed the appeals, in part, approving the rezoning and draft plan of subdivision as appended to the decision.

Solicitors involved in this decision were **Evan Barz**

(**Osler**) representing Aspen Garden Bowmanville Ltd., **David Donnelly** (**Donnelly Law**) representing the Municipality of Clarington, and **Robert Woon** representing **Durham Region**. [See OLT Case No. [OLT-22-003362](#).] 

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— PEOPLE —

The **City of Mississauga** has appointed **Anna Cascioli** as the City's director of facilities planning and development, effective July 25, 2024. Cascioli has been with the City of Mississauga for almost 10 years, serving in a series of increasingly responsible roles, most recently serving in the role on an acting basis, and serving as senior manager of capital design. As director of facilities planning and development, Cascioli will report to the City's commissioner of corporate services and will assume responsibility for overseeing the City's building portfolio, its asset management, space planning, accessibility, and the capital delivery of new and life-cycle building projects.

August 12, 2024

VIA EMAIL

The Hon. Doug Ford
Premier of Ontario
Legislative Building, Queens Park
Room 281
Toronto, ON M7A 1A1

Dear Hon. Doug Ford,

Re: Association of Municipalities of Ontario (AMO) and Ontario Medical Association (OMA) Joint Health Resolution Campaign

At its Regular Meeting of Council held on Tuesday, August 6, 2024, the Town of Bradford West Gwillimbury Council approved the following resolution:

Resolution 2024-253
Moved by: Councillor Scott
Seconded by: Councillor Verkaik

That Council receive the Association of Municipalities of Ontario (AMO) and the Ontario Medical Association (OMA) Joint Health Resolution Campaign for information; and

That Council support the motion as written:

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

WHEREAS it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and

WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine.

WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Bradford West Gwillimbury urge the Province of Ontario to recognize the physician shortage in Bradford West Gwillimbury and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care; and

Be It Further Resolved That a copy of this resolution be circulated to the Premier of Ontario, Hon. Doug Ford; our local Member of Provincial Parliament, Hon. Caroline Mulroney, the Minister of Health, Hon. Sylvia Jones; and all Ontario municipalities.

CARRIED

Regards,



Tara Reynolds
Deputy Clerk, Town of Bradford West Gwillimbury
(905) 775-5366 Ext 1104
treynolds@townofbwg.com

CC:
Hon. Caroline Mulroney, Member of Provincial Parliament
Hon. Sylvia Jones, Minister of Health
All Ontario Municipalities

TOWNSHIP OF RED ROCK

MOVED BY: Muir DATE: AUGUST 12, 2024
SECONDED BY: Smith RES.NO: 13

WHEREAS this council believes that the safety of our community and its protection from crime in all its forms is of utmost importance.

WHEREAS our taxpayer-funded judicial system exists to protect the public, who in return for their tax dollars are entitled to a system that works.

WHEREAS the number of charges laid for failure to comply with court orders – primarily failure to comply with the terms of a promise to appear, undertaking, recognizance, probation order, or peace bond – are steadily on the rise in the province of Ontario.

WHEREAS there has been a notable increase in the number of violent offences committed in the province of Ontario by individuals who are concurrently subject to release orders.

WHEREAS the Ontario justice system is backlogged, court systems under strain, and police and prosecutors overwhelmed by their caseloads.

WHEREAS we have seen a dramatic lowering of the threshold for release, resulting in violent, serious, or repeat offenders who should by rights have been reasonably detained in custody, released on supervision plans that are increasingly deficient.

WHEREAS the general sense among the criminal population is that breaching bail conditions will not result in much by way of consequence for the offender, as evidenced by a clear pattern province-wide of unjustifiable release, a pattern which is bound to continue given insufficient resources to conduct Crown bail reviews, surety bond estreatment hearings, and ensure the subsequent collection of surety bond funds after judgment.

WHEREAS a ‘catch and release’ system constitutes a failure of government to perform a core function of its existence, that being the protection of public.

WHEREAS the current hard drug crisis has contributed to a desperate criminal element that is exacting a significant financial and emotional toll on communities across Canada.

WHEREAS our police services are being demoralized by expending precious time and resources having to manage the repeated arrests of these habitual criminal offenders within a system that limits their ability to effectively protect the public.

AND WHEREAS this ineffective follow-through by our judicial system unfairly erodes the public’s trust in our police services, who consequently become the target of frustrated and angry residents who feel they are no longer being protected from crime.

AND WHEREAS the increasing erosion of public faith and trust in our judicial system ultimately brings the administration of justice in the province of Ontario into disrepute and leads to a growing feeling amongst residents that they are no longer protected by a system perceived to prioritize the rights and freedoms of the criminal over the rights and safety of themselves and their families.

NOW THEREFORE BE IT RESOLVED, that the Township of Red Rock send a letter to the Right Honourable Justin Trudeau, Prime Minister of Canada, the Honourable Arif Virani, Minister of Justice and Attorney General of Canada, Attorney General of Ontario Doug Downey, Ontario Solicitor General Michael Kerzner, the Honourable Doug Ford Premier of Ontario, MP Patty Hajdu, MPP Lise Vaugeois, Staff Sergeant David Moscall, Nipigon OPP, all Ontario Police Associations and Police Departments, Ontario Provincial Police, all Ontario MPPs and MPs, and all municipalities throughout Ontario for their endorsement consideration, requesting additional funding in Ontario's legal system to support a meaningful resistance to the current "catch and release" practice, including hiring sufficient court staff, with a specific focus on additional assistant Crown Attorneys.

FOR: 4 _____

AGAINST: _____


MAYOR'S SIGNATURE



**GREEN MUNICIPAL FUND LOAN and GRANT AGREEMENT
GMF-20-0005**

This Loan and Grant Agreement is made and entered into

BETWEEN:

FEDERATION OF CANADIAN MUNICIPALITIES, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund (“**GMF**”), and having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

(“**FCM**”)

and

THE CORPORATION OF THE CITY OF WELLAND, a municipal corporation established and existing under the laws of the Province of Ontario and having a place of business at 400 East Main Street, Welland, Ontario, L3B 3X5.

(“**Municipality**”)

and

THE REGIONAL MUNICIPALITY OF NIAGARA, an upper-tier municipality organized and existing under the laws of the Province of Ontario

(“**Borrower**”)

FCM, the Municipality and the Borrower shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

This Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties (“**Agreement**”) in respect of the Project and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties, whether oral, written or electronic. No changes or modifications to this Agreement will be binding upon a Party unless in writing and signed by all Parties.

This Agreement will be effective commencing on the date of last signature below (the “**Effective Date**”) and will end on the last day of the Term, unless earlier terminated in accordance with the provisions of the Agreement.

The following Schedules are attached and form part of this Agreement:

- Schedule A – Municipality’s and Borrower’s Specific Terms and Conditions
- Schedule B – General Terms and Conditions
- Schedule C – Eligible And Ineligible Costs Table
- Schedule D – Form of Request for Disbursement

- Schedule E – Form of Project Progress Report
- Schedule F – Form of Project Completion Report
- Schedule G – Form of Triple Bottom Line Results Report
- Schedule H – Form of Legal Opinion
- Schedule I – Form of Audit Requirements
- Schedule J – Project Signage Specifications
- Schedule K – Form of Borrowing By-law



In witness whereof, the Parties have executed this Agreement through their duly authorized officials.

FEDERATION OF CANADIAN MUNICIPALITIES

THE CORPORATION OF THE CITY OF WELLAND

Per: _____
 Angelica Smallwood, Senior Director, Client Services, Funding and Investments, Green Municipal Fund

Per: _____
 Frank Champion, Mayor

Date: _____

Date: _____

Per: _____
 Tara Stephens, City Clerk

Date: _____

In consideration of FCM providing the Loan to the Borrower the undersigned agrees to issue a debenture to FCM in the form of Schedule K and in accordance with the terms of this Agreement when requested to do so by the Municipality.

THE REGIONAL MUNICIPALITY OF NIAGARA

Per: _____
 Todd Harrison Commissioner of Corporate Services/Regional Treasurer

Date: _____

SCHEDULE A – MUNICIPALITY’S AND BORROWER’S SPECIFIC TERMS AND CONDITIONS

1 SPECIFIC AND GENERAL TERMS AND CONDITIONS

This Schedule A includes a summary of contractual terms and conditions that are specific to FCM’s financing of the Municipality’s Project. The terms in this Schedule A need to be read in conjunction with the General Terms and Conditions, in Schedule B. In the event of a conflict or inconsistency between the wording included in this Schedule A and Schedule B, the wording in Schedule B shall prevail.

2 PROJECT

The Municipality is receiving the Loan and Grant to perform the following project (the “**Project**”):

The Municipality is consolidating three fire stations into one newly constructed low-energy-use building on a risk-managed brownfield site. The Project includes high-performance design and extensive energy-efficient features built to be 55% more energy efficient than a building built to the minimum of the National Energy Code for Buildings (NECB) 2011. The proposed design of the energy efficient fire hall will be achieved through efficient thermal performance of the building envelope, lighting power density limitations, minimum levels of control, mechanical system efficiencies and on-site renewable energy generation.

The planned 21,000 square foot fire station will be home to the fire department’s suppression, training and prevention divisions and will support a harmonious environment for both full-time and volunteer firefighters. The administrative and storage areas of the building will be ventilated, heated, and cooled by an air source Variable Refrigerant Flow (VRF) system with dedicated outdoor air units containing electric preheat coils. The apparatus bay is heated and cooled by gas fired infrared tube heaters and two large ceiling fans. Supplementary fresh air is provided to the apparatus bay by one of the dedicated outdoor air units. Vestibules, mechanical rooms and stair wells and storage are heated by electric unit heaters.

Innovative aspect(s):

- Remediating a brownfield site and consolidating three fire stations into a newly constructed design that exceeds the National Energy Code by 55% is innovative for a community of this size.
- Re-using concrete on the construction site will help divert millions of tonnes of construction waste from the landfill
- The collection, storage and use of stormwater on site for training purposes will reduce reliance on and demand for drinking water by millions of litres

Replicability:

- This Project has good potential for replication for fire stations across the country—especially in areas facing urban expansion and population growth. There is built-in replication for the areas of needs assessment, functional plan and design construction, and many details could be easily replicated and/or scaled to match local needs. Project data will be shared publicly and with other agencies.

Environmental benefits

- Expected reduced electricity consumption of approximately 557 GJ/year, equivalent to a 45% annual reduction
- Expected natural gas consumption reductions of approximately 223 GJ/year, equivalent to a 44% annual reduction
- Expected combined electricity and natural gas consumption reduction of approximately 55.5% per year, equivalent to approximately 56% annual reduction in greenhouse gas emissions

Economic benefits

- Expected annual savings of approximately 30% in utilities, operations and maintenance costs

- Expected return on investment in approximately 20 years (compared to 50 years of the lifecycle for this building type)
- Expected economic revitalization of the downtown area and increased value of nearby properties

Social benefits

- Expected improvement in emergency response capabilities through enhanced training and recruitment efforts
- Improved community safety through optimized building design for efficient assembly and response
- The chosen site is situated in the downtown core and relocating uniformed staff to the area will offer faster access for assistance and an increased presence that will support a healthy community

This application is eligible because it aims to achieve or exceed the following objectives: reduce energy design consumption by at least 45% compared to the National Energy Code for Buildings (NECB) 2011, and equally conforms with provincial soil quality standards.

3 PROJECT COSTS

The forecasted Eligible Costs that the Municipality included in its GMF funding application are as follows:

Project Product Items	Cost Category	Eligible Costs (\$)	Ineligible Costs (\$)	Total Costs (\$)
Cost Description				
land acquisition	(5) Capital	\$0	\$450,000	\$450,000
permits and licenses	(2) Administrative	\$39,054	\$0	\$39,054
consultants	(9) Services	\$1,478,679	\$0	\$1,478,679
soil and remediation	(6) Servicing costs and road costs	\$0	\$1,639,884	\$1,639,884
construction	(5) Capital	\$0	\$9,324,854	\$9,324,854
fiber service, streetlighting, servicing	(9) Services	\$459,124	\$0	\$459,124
staff and committee time	(13) In-kind (staff remuneration)	\$65,000	\$0	\$65,000
FCM required Financial Audit	(4) Audit	\$100,000	\$0	\$100,000
FCM required Environmental Results Report	(8) Services	\$100,000	\$0	\$100,000
Subtotal		\$2,241,857	\$11,414,738	\$13,656,595
		Eligible cost	Ineligible cost	Total cost
Total Cost		\$2,241,857	\$11,414,738	\$13,656,595

Total Eligible Project Costs	\$2,241,857
Total Project Costs	\$13,656,595

FCM will only reimburse costs incurred after December 02, 2021, except for costs incurred to write the application, which costs are eligible for reimbursement if they were incurred during the ninety (90) day period immediately preceding September 03, 2021.

4 PROJECT SOURCES OF FUNDING AND MILESTONES

The funding for the Project is planned as follows:

Fund Source	Description	Date Committed DD-MM-YYYY	Amount	Percentage of Total Budget
Green Municipal Fund	Loan	27-10-2023	\$1,559,500.00	11%
Green Municipal Fund	Grant	27-10-2023	\$233,900.00	2%
City of Welland	Cash	25-05-2022	\$11,798,195	86%
City of Welland	In-kind	25-05-2022	\$65,000	1%
Total Funding:			\$13,656,595	100%

Budget Total Costs	\$13,656,595
Budget Total Eligible Costs	\$2,241,857

#	Description	Expected Start Date	Expected Completion Date
M1	removal of contaminated soil, footings and remaining concrete structures	3/1/2019	9/1/2021
M2	building and site design	4/1/2018	6/1/2021
M3	structure and foundations - CCDC Division 2	5/1/2020	9/1/2021
M4	construction building envelope - CCDC Division 7-8	6/1/2021	4/1/2022
M5	install building systems and finishes utilities, Fire alarm & sprinklers, digital systems CCDC Division 15-16	12/2/2021	2/20/2023
M6	Substantial Project completion	07/20/2023	10/05/2023
TBL	Monitoring of environmental performance for twelve consecutive months following Project completion and commissioning.	1/1/2023	1/1/2024

5 LOAN AND GRANT SUMMARY

5.1 Aggregate Loan and Grant Amounts

The aggregate amount of the Principal Amount of the Loan and the Grant Amount is equal to the lesser of:

- (a) one million seven hundred ninety-three thousand four hundred dollars (\$1,793,400); and
- (b) eighty percent (80%) of Eligible Costs.

5.2 Principal Amount of the Loan

The Principal Amount of the Loan is equal to the lesser of:

- (a) one million five hundred fifty-nine thousand five hundred dollars (\$1,559,500); and
- (b) sixty-nine point fifty-seven percent (69.57%) of Eligible Costs.

5.3 Grant Amount

The Grant Amount is equal to the lesser of:

- (a) two hundred thirty-three thousand nine hundred dollars (\$233,900); and
- (b) fifteen percent (15%) of the Principal Amount of the Loan disbursed (“**Grant as a Percentage of the Loan**”).

5.4 Term

The term of the Loan starts on the Initial Loan Disbursement Date and ends on the date which is 120 months after the Initial Loan Disbursement Date. For clarity, there will be an interest-only repayment period at the beginning of the Term that will extend to the earlier of the Termination Date and the Final Loan Disbursement Date as described in this Agreement. This period is sometimes referred to as the Construction Period.

5.5 FCM’s Board Approval Date

FCM’s board of directors approved the Project for funding on *27/October/2022*.

5.6 Final Loan Disbursement Deadline

The entire Principal Amount of the Loan must be requested in time for FCM to disburse on or before *27/October/2025*.

5.7 Final Grant Disbursement Deadline

The Final Grant Disbursement must be requested in time for FCM to make the disbursement no later than two (2) years from the Final Loan Disbursement Date.

5.8 Time Period to Receive Disbursements

When the Municipality and the Borrower satisfy the applicable Conditions of Disbursement to FCM’s satisfaction, FCM will disburse amounts:

- (a) equal to or less than two million dollars (\$2,000,000), within thirty (30) days of FCM’s receipt of a completed Request for Disbursement in form satisfactory to FCM; and
- (b) greater than two million dollars (\$2,000,000), within sixty (60) days of FCM’s receipt of a completed Request for Disbursement in form satisfactory to FCM.

6 MAXIMUM DISBURSEMENT AMOUNTS

SINGLE LOAN DISBURSEMENT

6.1 Single Loan Disbursement and First Grant Disbursement

Single Loan Disbursement is equal to the Principal Amount of the Loan.

First Grant Disbursement is equal to the Grant Amount calculated pursuant to Section 5.3 of this Schedule A minus one hundred thousand dollars (\$100,000).

6.2 Final Grant Disbursement

The Final Grant Disbursement is equal to the Grant Amount, calculated pursuant to Section 5.3 of this Schedule A, minus the aggregate of any previous Grant Disbursements.

7 LOAN INTEREST AND PREPAYMENT

INTEREST RATE

7.1 Interest Rate

As further described in Schedule B, at Loan Disbursement, FCM selects the greater of the:

- (a) GoC benchmark bond yield plus an FCM Spread of zero point seventy-five percent (0.75%); and
- (a) FCM Minimum Interest Rate: four point sixty-two percent (4.62%).

INTEREST IN THE EVENT OF DEFAULT

7.2 Interest in the Event of Default

In the Event of Default, a spread of two point fifty percent (2.50%) (“**Default Spread**”) will be used in the interest in the Event of Default formula calculation described in Section 6 of Schedule B.

7.3 Prepayment

In the event of a prepayment, a spread of two point fifty percent (2.50%) (“**Prepayment Spread**”) will be used in the prepayment formula calculation described in Section 7 of Schedule B.

8 CONDITIONS FOR DISBURSEMENTS

Any Disbursement by FCM is subject to the Municipality and Borrower fulfilling the applicable conditions of disbursement as set out in this Agreement, including but not limited to the conditions specified in the Project Workbook and Schedule D – Form of Request for Disbursement (“**Conditions of Disbursement**”).

9 COPYRIGHT

If the Municipality hires a consultant to prepare Schedule E – Form of Project Progress Report, Schedule F - Form of Project Completion Report, or Schedule G - Form of Triple Bottom Line Results Report, it needs to ensure that the Municipality will hold the copyright in the reports. This will enable FCM to publish the reports on the FCM and GMF websites and share lessons learned with the public.

10 FINANCIAL YEAR-END AND CRA BUSINESS NUMBER

The Municipality:

- Financial year-end is: December 31
- CRA Business number is: 125434498.

The Borrower:

- Financial year-end is: December 31
- CRA Business number is: 122161698

NOTICES

To the Municipality:

The Corporation of the City of Welland
400 East Main Street
Welland, Ontario
L3B 3X4

Attention: Adam Eckhart
Deputy Fire Chief

- telephone: 905-735-1700 ext.2400
- by electronic mail: adam.eckhart@welland.ca

To FCM:

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: GMF Legal Services

By electronic mail: fundinglegalservices@fcm.ca

Secondary Contact: Lending Unit

By electronic mail: lendingunit@fcm.ca

General Contact: Green Municipal Fund

By electronic mail: greenfund@fcm.ca



To the Borrower:

The Regional Municipality of Niagara
1815 Sir Isaac Brock Way
Thorold, Ontario
L2V 4T7

Attention: Todd Harrison
Commissioner of Corporate Services/Regional
Treasurer

- telephone: 905-980-6000 ext. 3292
- by electronic mail: todd.harrison@niagararegion.ca

Alternate Contact:

Attention: Pam Hamilton
Supervisor Corporate Budgets

- telephone: 905-980-6000
- by electronic mail: pam.hamilton@niagararegion.ca

SCHEDULE B – GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Whenever used in this Agreement and unless the context otherwise requires, the terms below have the meanings assigned.

“**Act**” means the *Municipal Act, 2001* (Ontario), as amended from time to time.

“**Audit Report**” means the audit report attached as Part 2: Form of Audit Report as set forth in Schedule I.

“**Authorizing By-law**” means the by-law, resolution or other similar document adopted by the governing body of the Municipality which is the Municipality’s authorization to perform the Project and enter into this Agreement.

“**Borrowing By-law(s)**” means the by-law(s) of the Borrower substantially in the form attached hereto as Schedule K, incorporating such additional information as may be required by FCM to properly record the making of each Loan Disbursement on the terms and conditions of this Agreement.

“**Business Day**” means a day other than a Saturday or Sunday or a statutory holiday observed in the Province of Ontario.

“**Capital Work**” has the same meaning as Project.

“**Certificate of Incumbency and Authority**” means the certificate included as Part 2 of Schedule D.

“**Claim**” has the meaning assigned in Section 24.3 of Schedule B.

“**Conditions of Disbursement**” has the meaning assigned in Section 3.2 of Schedule B.

“**Confidential Information**” has the meaning assigned in Section 18.3 of Schedule B.

“**Construction Period**” means the period during which the Municipality can request Loan Disbursements with the period beginning on the Effective Date and ending on the earlier of a date selected by the Municipality on written notice to FCM and three (3) years from the FCM Board Approval Date. The Construction Period means the period during which the Project is under construction which ends when the Project is substantially complete, a state that is described in this Agreement as Substantially Performed, provided that the Municipality has provided a Financial Audit Report prepared by a chartered professional accountant.

“**Debenture**” means the debenture included in the Form of Borrowing By-law attached hereto as Schedule K.

“**Delegated Body**” has the meaning provided in Section 12.1(e) of Schedule B

“**Disbursement**” means any individual disbursement of the Principal Amount of the Loan or the Grant Amount.

“**Eligible Costs**” has the meaning assigned in Section 14 of Schedule B.

“**Events of Default**” means the events specified or referred to as described in Section 19 of Schedule B.

“**FCM’s Accessibility Guidelines**” means the FCM guidelines to be followed by the Municipality, or the consultant hired by the Municipality on its behalf, when preparing Schedule E - Form of Project Progress

Report Schedule F - Form of Project Completion Report and Schedule G - Form of Triple Bottom Line Results Report, to ensure that such reports are accessible to people with disabilities.

“FCM Board Approval Date” means the date specified in Section 5.5 of Schedule A, being the date upon which the FCM board of directors approved the Loan and the Grant to the Municipality.

“FCM Minimum Interest Rate” means the lowest applicable interest rate as required by FCM and as described in Section 7.2(b) of Schedule A.

“FCM Spread” means the increase expressed as a percentage per annum over the GoC benchmark bond yield as required by FCM and described in Schedule A.

“Final Grant Disbursement” means the final disbursement of the Grant Amount as described in Schedule A, to be made by FCM when it approves Schedule G – Form of Triple Bottom Line Results from the Municipality.

“Final Grant Disbursement Date” means the date that the Municipality receives the Final Grant Disbursement.

“Final Grant Disbursement Deadline” is the deadline to receive the disbursement of the entire Grant Amount as specified in Section 5.7 of Schedule A.

“Final Loan Disbursement” means the last Disbursement of the Principal Amount of the Loan.

“Final Loan Disbursement Date” means the date that the Borrower obtains the Final Loan Disbursement.

“Final Loan Disbursement Deadline” is the deadline to receive the disbursement of the entire Principal Amount of the Loan as specified in Section 5.6 of Schedule A.

“Financial Audit” means an audit of the Municipality’s Statement of Expenses, as described in Part 3 of Schedule I – Form of Audit Requirements, to this Agreement, relating to the Project which is to be conducted at or after the time the Project is Substantially Performed.

“Financial Audit Report” means the audit report attached as Part 2: Form of Financial Audit Report as set out in Schedule I. The Financial Audit Report is to be prepared by a chartered professional accountant.

“First Grant Disbursement” has the meaning assigned in Section 6.1 of Schedule A.

“First Grant Disbursement Date” means the date that the Municipality receives the First Grant Disbursement.

“Form of Request for Disbursement” means the form included as Schedule D – Form of Request for Disbursement.

“GAAP” means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada.

“GoC” means the Government of Canada.

“GoC Benchmark Bond Yield” is the GoC benchmark bond yield relevant to the length of the Term of the Loan, as determined by FCM.

“Grant” means the funds granted by FCM to the Municipality as contemplated by this Agreement.

“**Grant Amount**” means the total amount of the Grant made by FCM to the Municipality, up to the maximum amount specified in Section 5.3 of Schedule A.

“**Grant as a Percentage of the Loan**” means, for any Disbursement of the Grant Amount, the percentage of the Grant Amount that may be disbursed relative to the Principal Amount of the Loan, as approved by FCM.

“**Grant Disbursement**” means any Disbursement of the Grant.

“**Initial Loan Disbursement**” means the first Loan Disbursement.

“**Initial Loan Disbursement Date**” means the date on which the Borrower receives the Initial Loan Disbursement.

“**Interview**” has the meaning assigned in Section 17.3 of Schedule B.

“**Issue Date for a Debenture**” means the date on which the Debenture is issued.

“**Loan**” means the funds loaned by FCM to the Borrower on behalf of the Municipality as contemplated by this Agreement.

“**Loan Disbursement**” means any Disbursement of the Loan.

“**Loan Disbursement Date**” means the date on which the Borrower receives a Loan Disbursement.

“**Municipality Reports**” has the meaning assigned in Section 17.1 of Schedule B

“**PAD Agreement**” has the meaning assigned in Section 8.1(a) of Schedule B.

“**Prepayment Date**” has the meaning assigned in Section 7.1 of Schedule B.

“**Principal Amount of the Loan**” means the total amount of the loan made by FCM to the Borrower, up to the maximum amount specified in Section 5.2 of Schedule A.

“**Project**” means the project described in Section 2 of Schedule A.

“**Project Completion Report**” means the project completion report template in the form of Schedule F - Form of Project Completion Report.

“**Project Progress Report**” means the project progress report template in the form of Schedule E – Form of Project Progress Report.

“**Project Workbook**” means the form of electronic spreadsheet provided by FCM to the Municipality, as amended by FCM from time to time, to be completed when providing information updates or submitting a Schedule D - Form of Request for Disbursement.

“**Receiving Party**” has the meaning assigned in Section 18.3 of Schedule B.

“**Record**” has the meaning assigned in Section 3.4(b) of Schedule B.

“**Semi-Annual Interest Payment Date**” has the meaning assigned in Section 4.2 of Schedule B.

“**Signage**” means a plaque and/or other signage in compliance with the specifications described in Schedule J – Project Signage Specifications.

“**Single Loan Disbursement**” means that the Principal Amount of the Loan is being disbursed in a single Loan Disbursement. In the event that the Borrower obtains the entire Principal Amount of the Loan as a Single Loan Disbursement, Initial Loan Disbursement and Final Loan Disbursement has the same meaning as Single Loan Disbursement.

“**Single Loan Disbursement Date**” means the date that the Borrower receives the Single Loan Disbursement.

“**Statement of Expenses**” means the statement of expenses described in Part 3 to Schedule I.

“**Substantially Performed**” means the Project is substantially complete, ready for use or is being used for the purposes intended provided that the Municipality has provided a Financial Audit Report prepared by a chartered professional accountant.

“**Term**” has the meaning described in Section 5.4 of Schedule A.

“**Triple Bottom Line Results Report**” means the environmental, social and economic triple bottom line results report template in the form of Schedule G – Triple Bottom Line Results Report.

2 LOAN

2.1 Loan Purpose - FCM is providing the Loan to the Borrower on behalf of the Municipality for the sole purpose of assisting the Municipality in the construction of the Project and in preparing the reports for submission to FCM in accordance with this Agreement.

2.2 Term – The Term is specified in Schedule A.

2.3 Principal Amount of the Loan - Subject to this Agreement, FCM agrees to lend to the Borrower on behalf of the Municipality, and the Borrower agrees to borrow from FCM the Principal Amount of the Loan. The Borrower and Municipality understand and accept that the Principal Amount of the Loan is equal to the lesser of: (a) the dollar amount described in Section 5.2(a) of Schedule A; and (b) the percentage of Eligible Costs described in Section 5.2(b) of Schedule A.

2.4 Other Sources of Project Funding - If the aggregate amount of funding received or to be received from all sources of funding, other than the Municipality, as described in Schedule A or as updated in the Project Workbook (all as determined and calculated by FCM), is greater than the total costs incurred by the Municipality in respect of the Project, as evidenced by the delivery contemplated in the form of Schedule D, then FCM may reduce the Principal Amount of the Loan to such amount as it deems appropriate, in its sole and absolute discretion.

2.5 For clarity, the aggregate amount of the Principal Amount of the Loan and the Grant Amount will not exceed the lesser of the dollar amount described in Section 5.1 of Schedule A and 80% of Eligible Costs.

3 LOAN DISBURSEMENT

3.1 The Principal Amount of the Loan will be advanced by FCM to the Borrower on behalf of the Municipality in the number of Loan Disbursements as described in Schedule A.

3.2 For each Loan Disbursement, the Municipality and the Borrower shall deliver to FCM a completed Form of Request for Disbursement as applicable and satisfy the applicable Conditions of Disbursement for to the Loan Disbursement requested, as described in the Project Workbook and in Schedule D - Form of Request Disbursement, to FCM’s satisfaction, at least:

- (a) thirty (30) days before the applicable Loan Disbursement Date, if the Loan Disbursement is equal to or less than two million dollars (\$2,000,000); and
- (b) sixty (60) days before the applicable Loan Disbursement Date, if the Loan Disbursement is greater than two million dollars (\$2,000,000).

3.3 Subject to receiving all required forms and information from the Borrower and the Municipality within the timelines specified in this Agreement, FCM will disburse the Loan Disbursement on the applicable Loan Disbursement Date, which will be a date suggested by the Borrower and the Municipality.

3.4 After FCM confirms that the conditions of a Loan Disbursement have been met, FCM shall:

- (a) provide written notice to the Borrower and the Municipality not less than five (5) days prior to the Loan Disbursement Date;
- (b) pay the Loan Disbursement to the Borrower on the applicable Loan Disbursement Date and FCM shall record each Disbursement under this Agreement, the date it was made and all other indebtedness, liabilities and obligations of the Borrower to FCM in respect of the Disbursement and accrued interest thereon fees in respect thereof and other amounts payable under this Agreement. FCM shall record such entries in its records which may be kept in electronic form as the term “electronic” is defined in the *Electronic Commerce Act, 2000* at the sole discretion of FCM (the “**Record**”), which Record may include amounts paid by the Borrower from time to time under this Agreement on account of a Disbursement, interest and other amounts and the date of each such payment and each entry recorded by FCM in the Record shall constitute *prima facie* evidence of the accuracy of the information so recorded; and
- (c) the Borrower acknowledges, confirms and agrees that the information contained in the Record in respect of Disbursements made hereunder shall be deemed final, conclusive and binding on the Borrower, absent manifest error; provided however, that the failure of FCM to make any entry or recording in the Record shall not limit or otherwise affect the obligations of the Borrower under this Agreement or with respect to any Disbursement, interest, fees or other amounts owed by the Borrower to FCM under this Agreement.

3.5 After FCM confirms that the conditions of Loan Disbursement have been met, FCM shall:

- (a) provide written notice to the Borrower and the Municipality not less than five (5) Business days prior to the passing of the **Borrowing By-law**;
- (b) pay the Final Loan Disbursement on the Final Loan Disbursement Date, against issuance by the Borrower to FCM of a Debenture substantially in the form appended for the Form of Borrowing By-law attached hereto as Schedule K (the “Debenture”) after the Project is Substantially Performed and a Final Audit Report satisfactory to FCM has been provided to FCM in the aggregate amount of the relevant Loan Disbursements made under this Agreement. The Debenture will be issued by the Borrower in accordance with the provisions of the Act and the Borrower shall be liable in respect of payments thereunder; and
- (c) provide an amortization schedule to the Borrower and the Municipality not less than five (5) Business Days immediately preceding the date of the passing of the Borrowing By-law in connection with the relevant Loan Disbursement and not less than fifteen (15) Business Days prior to the applicable Loan Disbursement Date.

3.6 Debentures - The Parties agree that all Loan Disbursements will be repaid under the terms of the Debenture and the repayment streams for each Loan Disbursement will be combined. The Debenture issued in connection with all of the Loan Disbursements will mature on the same date and will provide for

the same repayment dates that remain outstanding with respect to the Initial Loan Disbursement. An appropriate adjustment will be made with respect to the interest only amount payable on the first repayment date with respect to each Loan Disbursement, after the Debenture is issued in connection with the Final Loan Disbursement, so that to the greatest extent possible the payments of combined (blended) principal and interest with respect to the Debenture, (after the first interest only payment) will be approximately equal for the term of the Debenture. The term of the Debenture cannot exceed the lifetime (useful economic life) of the Project.

- 3.7 Final Loan Disbursement Deadline – Subject to Section 5 of this Schedule B, if for any reason other than FCM’s failure to fulfil its obligations under this Agreement, the Borrower and the Municipality fail to satisfy the Conditions of Disbursement and receive the entire Principal Amount of the Loan on or before the Final Loan Disbursement Deadline described in Section 5.6 of Schedule A, then FCM may, at its sole and absolute discretion and on written notice to the Borrower and the Municipality, terminate this Agreement and pursue the Remedies described in Section 20 of this Schedule B.

4 INTEREST RATE

- 4.1 The Borrower shall pay interest on the Principal Amount of the Loan that is from time to time outstanding to FCM at an annual rate that is equal to the greater of:
- (a) the GoC ten (10) year benchmark bond yield indicated at www.bankofcanada.ca on the date that is six (6) Business Days immediately preceding the date of the passing of the Borrowing By-law in connection with the Single Loan Disbursement plus the FCM Spread as described in Schedule A; and
 - (b) FCM Minimum Interest Rate, as described in Schedule A.

Interest on each Loan Disbursement shall be accrued daily and calculated semi-annually not in advance, from each applicable Loan Disbursement Date, based on the actual number of days outstanding, after as well as before default, including after any judgment, until the applicable Loan Disbursement and interest thereon has been repaid in full.

- 4.2 Interest in connection with the Initial Loan Disbursement, shall become due and be payable semi-annually, not in advance, commencing on the date which is six (6) months following the Initial Loan Disbursement Date, and shall continue to be paid semi-annually (each, a “**Semi-Annual Interest Payment Date**”), not in advance, until the Principal Amount of the Loan and all interest thereon has been repaid in full.
- 4.3 The interest rates are subject to increase as provided in Section 6 of this Schedule B (Interest in the Event of a Default).

5 LOAN REPAYMENT

- 5.1 Following the Final Loan Disbursement Date, the Borrower shall repay to FCM the Principal Amount of the Loan in equal consecutive semi-annual instalments of combined (blended) principal and interest, in the manner set forth in the Debenture, commencing on the earlier of the date that is: (a) the Semi-Annual Interest Payment Date immediately following the Final Loan Disbursement Date; and (b) the Semi-Annual Interest Payment Date immediately following the Final Loan Disbursement Deadline, and ending on the earlier of the date that is: (a) the last day of the Term; and (b) date on which the entire Principal Amount of the Loan has been repaid as a result of one or more prepayments in accordance with this Agreement, as shown in the most recent amortization schedule provided by FCM.

6 INTEREST IN THE EVENT OF A DEFAULT

- 6.1 If the Borrower defaults in the payment of any sum due in respect of the Debenture, the Borrower shall, until such overdue amount has been paid in full, pay to FCM interest on the Principal Amount of the Loan and interest thereon then outstanding at an annual rate equal to the greater of:
- (a) the ten (10) year GoC benchmark bond yield indicated at www.bankofcanada.ca effective on the applicable default date plus the FCM Spread and the Default Spread, as described in Sections 7.1 & 7.2 of Schedule A; and
 - (b) the annual rate in effect on the Debenture on the applicable default date calculated pursuant to Section 4.1 of this Schedule B plus the Default Spread described in Section 7.2 of Schedule A.
- 6.2 The annual rate will be calculated from the date of such default.
- 6.3 Any payment received by FCM from the Borrower following default in the payment of any sum due for the overdue principal and/or interest thereon shall be applied first, to the interest incurred as set forth in Section 4.1 of this Schedule B, in respect of such overdue principal and/or interest amount(s), secondly to the interest on the overdue Principal Amount of the Loan and thirdly to the overdue repayment of the Principal Amount of the Loan.

7 PREPAYMENT

- 7.1 Prepayment is not permitted for the first half of the Term. Following the Final Loan Disbursement Date and the expiration of the first half of the Term, the Borrower may on any subsequent Semi-Annual Interest Payment Date, on not less than thirty (30) days' written notice to FCM, prepay all or part of the principal amount of the Debenture that is outstanding on the specified semi-annual payment date (the "**Prepayment Date**"), provided it simultaneously pays all accrued interest thereon plus an amount equal to twenty-four (24) months of interest calculated pursuant to Section 4.1 of this Schedule B on the Debenture so prepaid. Notwithstanding the foregoing, the Borrower shall pay an amount equal to twelve (12) months of interest instead of twenty-four (24) months of interest if the Prepayment Date occurs on or after the expiration of three quarters (3/4) of the Term.
- 7.2 The annual rate applicable to the prepayment will be equal the greater of:
- (a) the ten (10) year GoC benchmark bond yield indicated at www.bankofcanada.ca for the Business Day immediately preceding the Prepayment Date plus the FCM Spread as described in Section 7.1 of Schedule A plus the Prepayment Spread, as described in Section 7.3 of Schedule A; and
 - (b) the annual rate in effect on the Prepayment Date calculated, pursuant to Section 4.1 of this Schedule B plus the Prepayment Spread described in Section 7.3 of Schedule A, in connection with the Debenture.
- 7.3 The annual rate will be calculated from the Prepayment Date.
- 7.4 Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding Principal Amount of the Loan. In the event of a partial prepayment, FCM shall provide to the Borrower and the Municipality a new amortization schedule effective as of the Prepayment Date.
- 7.5 Any amounts prepaid may not be re-borrowed.

8 METHOD OF PAYMENT

- 8.1 The Borrower shall make any payments due to FCM under this Agreement by using one of the following methods:
- (a) The preferred method of repayment is through a pre-authorized debit agreement (“**PAD Agreement**”). FCM shall send the Borrower a PAD Agreement form after signature of this Agreement that, once completed and returned to FCM, will allow FCM to debit principal and interest payments from the Borrower’s bank account;
 - (b) Wiring a payment to FCM’s credit at:
 - Name of Bank: Royal Bank of Canada
 - Address of Bank: 90 Sparks Street, Ottawa, ON, K1P 5T6
 - Bank no.: 003
 - Transit no.: 00006
 - to the credit of FCM's account no.: 102-427-2
 - and reference specific GMF Loan reference number
 - or as FCM may otherwise designate from time to time by written notice to the Borrower and to the Municipality; or
 - (c) Remitting a cheque payable to the “Federation of Canadian Municipalities” to the following address: 24 Clarence Street, Ottawa, Ontario, K1N 5P3, Attention: Finance Assistant, GMF.
- 8.2 Interest shall accrue until payment is received by FCM or FCM’s banker as applicable. If the date for any payment under this Agreement is not a date on which banks are open for business at the place where such payment is to be made, then the Borrower shall make such payment on the next succeeding day on which banks are open for business in such place.

9 COVENANT TO PAY

- 9.1 The Borrower promises to pay to FCM punctually in accordance with this Agreement all amounts, including the Principal Amount of the Loan, interest, fees, costs, expenses and other monies owing by the Borrower to FCM pursuant to the Debenture and the Municipality promises to pay to FCM punctually in accordance with this Agreement all amounts including fees, costs, expenses and other monies owing by the Municipality to FCM under this Agreement. The Borrower and the Municipality waive presentment for payment of their promises to pay, demand, protest or notice of any kind.

10 CONDITIONS OF DISBURSEMENT

- 10.1 The obligation of FCM to remit the Loan and Grant is conditional upon the Borrower and the Municipality satisfying, as applicable, the conditions set out in the Project Workbook and in Schedule D - Request for Disbursement, to the satisfaction of FCM (“**Conditions of Disbursement**”).

11 GRANT

- 11.1 FCM is providing the Grant Amount to the Municipality for the sole purpose of assisting the Municipality in the construction of the Project.
- 11.2 Subject to the terms of this Agreement, FCM agrees to grant to the Municipality an aggregate amount equal to the Grant Amount, provided that the Grant Amount is equal to the lesser of:
- (a) the dollar amount specified in Schedule A;
 - (b) the percentage (%) of the disbursed Principal Amount of the Loan specified in Schedule A; or

(c) fifty percent (50%) of Eligible Costs.

- 11.3 Subject to receiving all required forms and information from the Municipality within the timelines specified in this Agreement, FCM will disburse each Grant Disbursement on the applicable Grant Disbursement Date, which will be a date suggested by the Municipality.
- 11.4 Except for the Final Grant Disbursement, the Municipality can only receive a Grant Disbursement in conjunction with a Loan Disbursement and on the same date.
- 11.5 For the Final Grant Disbursement, the Municipality shall deliver to FCM a completed Schedule D - Form of Request for Disbursement and satisfied the Conditions of Disbursement, to the satisfaction of FCM, at least thirty (30) days prior to the Final Grant Disbursement Date.
- 11.6 Final Grant Disbursement Deadline - In the event that the Municipality fails to satisfy the conditions described in the Schedule D – Form of Request for Disbursement and in the Project Workbook, and fails to obtain the Final Grant Disbursement within (2) years from the earlier of the Final Loan Disbursement Date or the Final Loan Disbursement Deadline, then FCM may, at its sole and absolute discretion terminate this Agreement and pursue the Remedies described in Section 20 of this Schedule B.

12 REPRESENTATIONS AND WARRANTIES

- 12.1 Each of the Municipality and the Borrower represents and warrants for and on its own behalf, as applicable, that:
- (a) in the case of each of the Municipality and the Borrower, it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under, this Agreement and in the case of the Municipality that it has the legal power and authority to perform its obligations under this Agreement in respect to the Project;
 - (b) in the case of each of the Municipality and the Borrower, this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) in the case of each of the Municipality and the Borrower, the execution of this Agreement and the compliance with its terms will not result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which it is a party or by which it is bound, or violate any of the terms or provisions of the Act, its by-laws, or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to it and in the case of the Borrower only, the representations and warranties contained in this Section 12.1(c) also apply to its performance of the Project;
 - (d) in the case of the Municipality, before the council of the Municipality authorized the Project and before it authorized any additional cost amounts and any additional debenture authorities in respect thereof (if any), the council of the Municipality had its treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In connection therewith, before each such authorization, the treasurer determined that the estimated annual amount payable in respect thereof would not cause the Municipality to reach or exceed its updated limit with the result that such authorizations were made without the approval of the Ontario Land Tribunal;

- (e) in the case of the Municipality, Authorizing By-law(s) have been, or will be, enacted and passed by the Council of the Municipality in full compliance with the Act at meetings at which a quorum was present or will be present, or by a body to which the power to pass such by-laws has been delegated (the “**Delegated Body**”). Forthwith after the passage of the Authorizing By-law(s) the same were, or will be, signed by the Head of Council or Speaker, as applicable, and by the City Clerk and sealed with the seal of the Municipality. All the recitals contained in the Authorizing By-law(s) are true in substance and fact and no application has been made or action brought to quash, set aside or declare invalid such Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, and such Authorizing By-law(s) are now in full force and effect;
- (f) in the case of the Borrower, the Borrowing By-law will be, enacted and passed by the Council of the Borrower in full compliance with the Act at meetings at which a quorum was present or will be present. Forthwith after the passage of the Borrowing By-law it will be, signed by the Head of Council and by the Regional Clerk and sealed with the seal of the Borrower. All the recitals contained in the Borrowing By-law will be true in substance and fact and no application will have been made or action brought to quash, set aside or declare invalid such Borrowing By-law nor will the same have been in any way repealed, altered or amended, and such Borrowing By-law will be in full force and effect on the Final Loan Disbursement Date;
- (g) in the case of each of the Municipality and the Borrower, it is not subject to any restructuring order under any applicable statutory authority, accordingly, no approval of the entering into of this Agreement or the passing of by-laws contemplated by this Agreement is required to be given by any transition board or commission appointed in respect of the restructuring thereof;
- (h) in the case of each of the Municipality and the Borrower, no litigation, arbitration or administrative proceedings are current or pending or have been threatened which are likely to have an adverse effect on its compliance with its obligations under this Agreement, and no such litigation, arbitration or administrative proceedings are current or pending or threatened, which are likely to have an adverse effect on its performance of the Project (in the case of the Municipality only) or its compliance with its obligations under this Agreement;
- (i) in the case of the Municipality, the Municipality has the right to grant the copyright license described in Section 17.1 of this Schedule B.

13 GENERAL OBLIGATIONS

13.1 Unless FCM otherwise agrees in writing, the Municipality covenants and agrees that it shall: (a) use the Loan and the Grant solely for expenditures that are Eligible Costs; (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (d) maintain industry standard insurance coverage which shall include general liability insurance; (e) not make any material change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, or in the nature or scope of its legal status; (f) not publicly announce confirmation of GMF funding for the Project other than in compliance with this Agreement or without the prior written consent of FCM; (g) not at any time:

- (i) reach or exceed its updated debt and financial obligation limit mandated by applicable *government* authorities
- (ii) fail to meet and pay any of the Borrower's debentures issued on behalf of the Municipality or interest thereon (if any) when due;

- (iii) fail to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting it; or
- (iv) develop financial problems such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures.

13.2 In regards to the Debenture, the Borrower covenants and agrees that: (a) at least ten (10) Business Days but not more than thirty-five (35) Business Days before the Final Loan Disbursement Date, the Borrower has passed the Borrowing By-law substantially in the form attached hereto as Schedule K, which Borrowing By-law is found satisfactory by FCM; and (b) that it shall deliver, or shall cause to be delivered to FCM, original copies of the legal opinion and of the Debenture at least seven (7) Business Days before the Final Loan Disbursement Date.

13.3 Unless FCM otherwise agrees in writing, the Borrower covenants and agrees that it shall: (a) not make any material change in the nature or scope of its legal status; (b) not publicly announce confirmation of GMF funding for the Project other than in compliance with this Agreement or without the prior written consent of FCM.

14 ELIGIBLE COSTS

14.1 Expenses that are eligible for partial reimbursement by FCM must be: (a) invoiced directly to the Municipality; (b) incurred after the date described in Schedule A; (c) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (d) actually and reasonably incurred in accordance with applicable industry standards.

15 RECORD-KEEPING and AUDIT

15.1 Record-keeping –The Municipality shall: (a) maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project, and to conform to GAAP; and (b) keep safe all such records for at least seven (7) years after the end of the Term.

15.2 Audit – The Municipality shall: (a) upon FCM’s request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project; (b) permit FCM to undertake, at any time, at its expense, any audit of the records and accounts of the Municipality in relation to the Project.

15.3 Corrective Action - The Municipality agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Municipality shall submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.

15.4 Government of Canada Audit – The Municipality agrees to permit the GoC, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

16 ONGOING INFORMATION REQUIREMENTS

16.1 The Municipality shall provide to FCM the following information, in form and content satisfactory to FCM:

- (a) a Project Progress Report in the form of Schedule E – Form of Progress Report within thirty (30) days of FCM making such requests;
- (b) prompt notice of any proposed change in the nature or scope of its legal status;
- (c) within one hundred and twenty (120) days after the end of each fiscal year, provide one (1) copy (electronic copy, link to website where financial statements are published or hardcopy) of its complete financial statements for such fiscal year (which shall be in agreement with its books of account, shall include the aggregate amounts owing to secured creditors, preferred creditors and general creditors, respectively, of it, and shall be prepared in accordance with GAAP, as applicable), together with an audit report thereon from an independent chartered professional accountant acceptable to FCM; furthermore, FCM may require such an audit report at any time or times if there is an Event of Default;
- (d) a Claim Summary, if requested by FCM, within thirty (30) days of FCM making such requests;
- (e) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Municipality to perform its obligations under this Agreement or the Project or any of the Municipality's other obligations that are material to the Municipality;
- (f) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Municipality to perform its obligations under this Agreement or in respect of the Project or any of the Municipality's other obligations that are material to the Municipality;
- (g) immediate notice of the occurrence of any breach of any term or condition of this Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and
- (h) such other information as FCM may from time to time reasonably request from the Municipality by notice to the Municipality.

16.2 The Borrower shall provide to FCM the following information, in form and content satisfactory to FCM:

- (a) prompt notice of any proposed change in the nature or scope of its legal status;
- (b) within one hundred and twenty (120) days after the end of each fiscal year, provide one (1) copy (electronic copy, link to website where financial statements are published or hardcopy) of its complete financial statements for such fiscal year (which shall be in agreement with its books of account, shall include the aggregate amounts owing to secured creditors, preferred creditors and general creditors, respectively, of it, and shall be prepared in accordance with GAAP, as applicable), together with an audit report thereon from an independent chartered professional accountant acceptable to FCM; furthermore, FCM may require such an audit report at any time or times if there is an Event of Default;
- (c) prompt notice of any act or event which does or may materially and adversely affect the ability of the Borrower to perform its obligations under this Agreement or any of the Borrower's other obligations that are material to the Borrower;
- (d) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the ability of the Borrower to perform its obligations under this Agreement or any of the Borrower's other obligations that are material to the Borrower;
- (e) immediate notice of the occurrence of any breach of any term or condition of this Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and
- (f) such other information as FCM may from time to time reasonably request from the Borrower by notice to the Borrower.

17 COPYRIGHT

- 17.1 Copyright – Copyright in the Project Progress Report, Project Completion Report and Triple Bottom Line Results Report prepared in connection with this Agreement by or on behalf of the Municipality (the “**Municipality Reports**”) will be the exclusive property of, and all ownership rights shall vest in either the Municipality or, subject to the Municipality’s ability to grant the license set out in this Schedule B, a person or entity engaged to develop the Municipality Reports on behalf of the Municipality. In the event that the Municipality receives a copyright license to the Municipality Reports, such license shall include a complete waiver in favour of the Municipality of all non-assignable rights (including moral rights) that may exist in the Municipality Reports.
- 17.2 License - The Municipality hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, display, publish, sub-license, translate and copy in any manner in the Municipality Reports. This license shall survive the expiration or termination of this Agreement.
- 17.3 Interview – FCM shall hold all right, title and interest, including all intellectual property rights, in and to all formats of the Interview as defined below in Section 18.2 of Schedule B, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Municipality shall ensure that any person designated by the Municipality to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual’s image, including but not limited to posting the Interview on a public website.

18 PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY OBLIGATIONS

- 18.1 Public Recognition – The Municipality shall incorporate the following language into the Project Progress Report, the Project Completion Report the Triple Bottom Line Results Report.

*“© 20XX, The Corporation of the City of Welland. All Rights Reserved.
This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.*”

- 18.2 Communication – The Municipality shall comply with FCM’s communication requirements until the date that is five (5) years following the Final Loan Disbursement and shall: (a) cooperate with FCM, who will lead the preparation and publication of a news release announcing GMF funding for the Project and the coordination of a public announcement attended by FCM and the GoC; (b) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the GoC to participate in such promotional events; (c) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project; and (d) cooperate with FCM in preparing one or more Interviews if required by FCM, showcasing the Project, that may be posted on FCM’s public website or through other social media tools and made available through other mediums and in various formats (the “**Interview**”). A GMF communications officer will contact the Municipality to discuss the process shortly after the signature of this Agreement. The Municipality acknowledges that public announcements regarding GMF-funded initiatives are overseen by FCM in partnership with the GoC. A GMF communications officer will contact the Municipality to discuss the process for a public announcement.
- 18.3 Confidentiality – All processes, documents, data, plans, material, policies or information pertaining to either Party’s operations which is obtained by the other Party (the “**Receiving Party**”) or furnished to the

Receiving Party in connection with this Agreement and expressly identified as confidential including, without limitation, the terms of this Agreement (“**Confidential Information**”), shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations under this Agreement. The limitations contained in this section shall not apply to: (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to applicable law or judicial process. In the event of a requirement to disclose Confidential Information pursuant to applicable law or a judicial process, the Receiving Party shall provide to the other Party notice of the requirement to disclose prior to making any such disclosure so that the other Party is afforded an opportunity to object to such disclosure.

18.4 Two versions of reports - The Municipality shall provide two versions of any Project Progress Report, Project Completion Report and/or Triple Bottom Line Results Report that might contain Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM’s public website and otherwise be made public, including through social media websites.

19 Events of Default.

19.1 The following events are “**Events of Default**”:

- (a) failure to pay any outstanding portion of the Principal Amount of the Loan, interest thereon, or other amounts payable by the Borrower, in respect of the Loan and/or under this Agreement and such default shall have continued for a period of not less than five (5) days;
- (b) if the Borrower: (i) reaches or exceeds its updated debt and financial obligation limit mandated by applicable government authorities and/or its creditors; (ii) has failed to meet and pay any of its obligations under its debentures or interest thereon (if any) when due; (iii) has failed to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting it; or (iv) has or may develop financial problems such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures;
- (c) failure to perform any covenant, agreement or undertaking of either the Borrower or the Municipality contained in this Agreement, save and except as provided for in the foregoing Section 19.1(a) and any such default shall have continued for a period of not less than fifteen (15) days after notice thereof shall have been given to the Borrower or the Municipality, as applicable, by FCM;
- (d) in the case of both the Borrower and the Municipality, any representation or warranty confirmed or made in this Agreement, in a Form of Request for Disbursement, in connection with the execution and implementation of this Agreement or in connection with the Project, is found to have been incorrect or misleading;
- (e) in the case of fraud or intentional misrepresentation by the Municipality or gross negligence or criminal acts of the Municipality resulting in the forfeiture, seizure or loss of any portion of the Project;
- (f) if the Municipality fails to deliver to FCM the Financial Audit or the Project Completion Report, even in the event that the Project is not Substantially Performed, in form and content satisfactory to FCM on or before the Final Grant Disbursement Deadline;

- (g) if the Municipality fails to deliver to FCM Schedule G – Form of Triple Bottom Line Results Report in form and content satisfactory to FCM on or before the Grant Disbursement Deadline in the event that the Project is Substantially Performed;
- (h) if control and charge over the administration of all the affairs of the Borrower or the Municipality respectively are vested in any person other than the Borrower and the Municipality;
- (i) if any act or event which, in the determination of FCM, does or may materially and adversely affect the ability of the Borrower and the Municipality to perform its obligations under this Agreement or any of its other obligations that are material to the Borrower or the Municipality has occurred or may occur and in the case of the Municipality only, if any such act or event may affect the Project or the ability of the Municipality to perform its obligations in respect to the Project;
- (j) if the Borrower and the Municipality fail to satisfy the Final Loan Disbursement Deadline;
- (k) if the Borrower or the Municipality fails to repay to FCM any other amounts due hereunder and any such default shall have continued for a period of not less than fifteen (15) days after notice thereof shall have been given to the Borrower or the Municipality, as applicable, by FCM;

20 REMEDIES.

Upon the occurrence of an Event of Default, FCM may by notice to the Borrower and the Municipality exercise one or more of the following rights and remedies:

- (a) terminate this Agreement;
- (b) to the extent not already disbursed to the Borrower in the case of the Loan or the Municipality in the case of the Grant terminate any further requirement to make any Disbursement;
- (c) take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing by the Borrower or the Municipality to FCM hereunder, including the right to set off any amount which the Borrower or the Municipality owes FCM against any amount payable to the Borrower or payable to the Municipality under this Agreement, as applicable, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Borrower and by the Municipality; and/or
- (d) seek relief by other available legal and equitable remedies, including, without limitation, remedies of seizure, injunction or specific performance.

21 SAVING OF RIGHTS

21.1 No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under this Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

22 APPROPRIATIONS

22.1 Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the GoC making the

necessary payment to FCM for the Project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the Project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

23 NO BRIBES

23.1 The Borrower and the Municipality guarantee that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Municipality also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

24 RELEASE AND INDEMNIFICATION

24.1 Acknowledgment - The Municipality acknowledges and agrees that (i) the Municipality shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM; and (ii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.

24.2 Release - The Borrower and the Municipality release and forever discharge FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Borrower and the Municipality or their property in any way relating to this Agreement or the Project.

24.3 Indemnification - The Borrower and the Municipality hereby agree to defend and indemnify FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (each, a “**Claim**”), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Borrower’s and the Municipality’s breach of this Agreement or is caused by the negligence or wilful misconduct of the Borrower and the Municipality in the performance of their obligations hereunder. In the case of the Project, the Municipality also agrees to such an indemnity for a Claim that relates to the Project but only to the extent that such Claim arises out of or is in connection with its by breach of this Agreement or the negligence or willful misconduct of the Municipality in the performance of its obligations in connection with the Project.

24.4 Intellectual Property Indemnity – The Municipality shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Municipality Reports infringe any intellectual property right and the Municipality shall defend and indemnify FCM from damages, costs, and attorneys’ fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the Municipality is promptly notified in writing of such claim or suit, and (ii) the Municipality shall have the sole control of the defense and/or settlement thereof.

24.5 FCM’s Limited Liability – In no event shall FCM, including its directors, officers, employees and agents, be liable under this Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused even if any of the foregoing have been advised of the possibility of such damages, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased

cost of work, or any claims or demands against the Municipality or Borrower by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise. In no event shall FCM's, including its directors', officers', employees' and agents' liability for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Principal Amount of the Loan under this Agreement. This Agreement shall not create for nor give to any third party any claim or right of action against FCM.

24.6 Further Assurances – Each of the Borrower and the Municipality shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of each Party to this Agreement or to make any recording, file any notice or obtain any consent.

25 GENERAL

25.1 Notices and Requests – Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule A. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

25.2 Relationship of the Parties - The relationship between the Borrower and the Municipality with FCM is, and shall at all times be and remain, essentially that of a borrower in the case of the Borrower and of a grantee, in the case of the Municipality, and this Agreement does not and shall not be deemed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose. Neither the Borrower or the Municipality, nor any of their personnel are engaged as an employee, servant or agent of FCM.

25.3 Amendment and Extensions to Final Loan Disbursement Deadline – Except for extensions to the Final Loan Disbursement Deadline, any amendment of any provision of this Agreement, including the Schedules, must be in writing and signed by each of the Parties. Extensions to the Final Loan Disbursement Deadline of up to one (1) year in the aggregate may be effected, at FCM's sole and exclusive discretion, by way of a written notice from FCM to the Borrower and the Municipality that explicitly references this Agreement and extends the Final Loan Disbursement Deadline. For clarity, FCM shall have no obligation to extend the Final Loan Disbursement Deadline.

25.4 Choice of Language – It is the express wish of the Parties that this Agreement and any related documents be drawn up and executed in English. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

25.5 Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

25.6 Choice of Forum – The Parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to this Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.

25.7 Effectiveness – This Agreement shall be in force until all other monies payable hereunder have been fully paid to FCM in accordance with the provisions hereof.

25.8 Successors and Assigns – This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that neither the Borrower or the Municipality may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of FCM.

- 25.9 Severability – If any provision or clause of this Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 25.10 Waiver of Rights – Except as expressly provided in this Agreement, any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 25.11 Entire Agreement – This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.
- 25.12 Interpretation – Headings are included in this Agreement for convenience of reference only and do not affect the construction or interpretation of this Agreement. The expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular portion of this Agreement. Unless specified otherwise or the context otherwise requires: (i) references to any Section are references to the Section of this Agreement; (ii) “including” or “includes” means “including” (or includes) but is not limited to” and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it; (iii) references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time; (iv) references to currency or to “\$” shall be to lawful currency of Canada; and (v) words in the singular include the plural and vice-versa and words in one gender include all genders.
- 25.13 Counterparts – This Agreement may be executed and delivered (including by email transmission or by protocol document format (“**PDF**”) in one or more counterparts and, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 25.14 Survival – The provisions in Articles 24 and 25 and any other provisions hereof expressly or impliedly intended to survive termination or expiry, including but not limited to the intellectual property provisions, will survive the termination of this Agreement.

SCHEDULE C – ELIGIBLE AND INELIGIBLE COSTS TABLE

GMF Eligible and Ineligible Costs

This table outlines the costs of the Municipality that can be funded by FCM. **Please pay particular attention to any costs that may be ineligible.**

If the Municipality’s application is approved, expenses that are eligible for partial reimbursement or advance payment must be:

- incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM)
- invoiced directly to your organization
- an integral and an essential component of the initiative required to achieve the environmental objective; and
- actually and reasonably incurred in accordance with applicable industry standards

FCM reserves the right to audit financial statements or expenses incurred at a future date to verify cost eligibility and ensure affordability of the Project.

Please keep financial accounts and records for at least seven years. These include, but are not limited to, contracts, invoices, statements, receipts and vouchers.

Financial records must be documented in a manner that meets audit standards.

Cost category	Eligible Costs	Ineligible Costs
Section A: Costs incurred prior to date application received by FCM		
1) Writing of full application	Consulting costs to simply <u>write</u> the GMF application, including inserting information into the Project Workbook, incurred up to 90 days prior to application receipt date. (maximum \$5,000)	All other costs incurred prior to application receipt date, including any stakeholder engagement or research that took place to support the writing of the full application or insertion of information into the Project Workbook.
Section B: Costs incurred after date application received by FCM		
2) Administrative	Administrative costs that are directly linked to and have been incurred for the Project, such as: <ul style="list-style-type: none"> • communication costs (e.g. long-distance calls or faxes) • permits or certifications required for the Project • printing or photocopying by outside suppliers • acquisition of documents used exclusively for the Project • document translation 	Office space, supplies and general overhead costs incurred in the ordinary course of business.
3) Advertising	Advertising costs essential to communicating information about the Project to the public, as well as Project evaluation, such as:	<ul style="list-style-type: none"> • Advertising costs for general education or publicity that are a result of ongoing or other business

		activity and not a specific requirement of the Project.
	<ul style="list-style-type: none"> • fees for advertising development • fees for media distribution • website development • public surveys 	<ul style="list-style-type: none"> • Promotional items.
4) Audit	<ul style="list-style-type: none"> • The cost of a third-party financial audit for the Project if required by FCM. • The cost of a third-party environmental audit for the triple bottom line results report. 	
5) Capital	<p>Capital projects: Capital costs as defined and determined in accordance with generally accepted accounting principles (GAAP) including:</p> <ul style="list-style-type: none"> • costs for acquiring, developing, constructing, modernizing or leasing systems (equipment, hardware, software, etc.) • costs of construction, renovation or modernization of facilities and structures such as materials and installation costs 	<ul style="list-style-type: none"> • Purchase or lease of real property.
6) Equipment rental	Rental of tools and equipment related to the Project.	Rental of tools or equipment related to ongoing or other business activities.
7) Meetings and public gatherings	<p>Costs related to meetings and public gatherings that communicate information about the Project to the public and that collect feedback, such as:</p> <ul style="list-style-type: none"> • facility rental • audiovisual equipment rental • public survey's 	<p>Any hospitality expenses such as:</p> <ul style="list-style-type: none"> • food and drink • alcohol • door prizes • entertainment • music • decorations, flowers, centerpieces, etc.
8) Services	Fees for professional or technical consultants and contractors.	<p>: Any costs associated with person(s) enrolled on your organization's payroll, except for those defined under the category listed as "in-kind."</p> <p>Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by any program of the Government of Canada.</p>
9) Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the Project.	Any transportation expense related to ongoing or other business activities.

10) Travel and accommodation	Travel and Project-associated expenses for the Municipality and consultants, to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent that such travel is necessary to complete the Project.	<ul style="list-style-type: none"> • Travel and associated expenses of a partner in the Project. • Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
11) Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which the Municipality is eligible for rebate (provincial, territorial or federal).
12) In-kind (staff remuneration)	Contribution of staff time by the Municipality's employees (including permanent and contract employees). The value of the total in-kind contributions for staff salaries or other remuneration cannot exceed 10% of Project's Eligible Costs. To claim this type of in-kind contribution, the Municipality will have to submit a letter from an authorized officer of the Municipality confirming the details of the in-kind contribution.	<ul style="list-style-type: none"> • In-kind contribution of goods and services other than salaries. • In-kind contribution made by organizations other than the Municipality's. • In-kind contribution by the Municipality above 10% of the Project's Eligible Costs.

SCHEDULE D – FORM OF REQUEST FOR DISBURSEMENT (Municipality)

[LETTERHEAD OF THE MUNICIPALITY]

[Address]
[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: **[Project Officer for GMF]**

Part 1: Request letter - Municipality

The Municipality and the Borrower are requesting the following Disbursement:

- Single Loan Disbursement and First Grant Disbursement

The Municipality is requesting the following Disbursement:

- Final Grant Disbursement

Part 1a: Request from the Municipality:

I am an authorized official of the Municipality and understand that all the information below must be submitted and accepted by FCM, in order to receive a Disbursement. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- The Municipality satisfied all the Conditions of Disbursement described in the Project Workbook and Parts 1b and 1c of this Schedule D.
- The Project conforms to the Project description in Schedule A – Municipality’s and Borrower’s Specific Terms and Conditions.
- The Municipality has obtained or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of Canada and of the relevant Province or Territory, in order for the Municipality to enter into and comply with the Agreement and to undertake and complete the Project.
- No act or event does or may materially and adversely affect the Project or the ability of the Municipality to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Municipality has occurred.
- The representations and warranties confirmed or made in the Agreement with respect to the Municipality will be true on and as of the date that FCM makes the Disbursement, as applicable, with the same effect as though such representations and warranties have been made on and as of the date that FCM made the Disbursement.
- All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Municipality before the date that FCM makes the Disbursement have been performed or satisfied, to FCM’s satisfaction.



- No Event of Default with respect the Municipality has occurred and is continuing.
- All capitalized terms have the meaning attributed to them in the Agreement.
- If any confirmation, information or documentation provided to FCM is not true and correct, the Municipality will immediately notify FCM prior to the making of the Disbursement.
- For all Loan Disbursements, as applicable, all expenses claimed:
 - have been submitted through the Claim Summary template, in the Project Workbook;
 - have been incurred and paid, or are to be paid, by the Municipality;
 - were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;
 - were reasonably incurred in accordance with applicable industry standards; and
 - are Eligible Costs as per Schedule C – ELIGIBLE AND INELIGIBLE COSTS TABLE, that were incurred after the date set forth in Schedule A – MUNICIPALITY’S AND BORROWER’S SPECIFIC TERMS AND CONDITIONS.
- I acknowledge and agree that the Municipality’s records and accounts in relation to the Project, might be audited.
- I am attaching a copy of FCM’s Electronic Funds Transfer Form to identify the bank account where FCM should deposit the First and Final Grant Disbursement.

Part 1b: Certificate of Incumbency and Authority From the Municipality

I, the _____ of the Municipality, hereby certify that the following are the names, offices and true specimen signatures of the persons, any one of whom is and shall continue to be (until you receive authorized written notice from the Municipality that they, or any of them, no longer continue to be) authorized:

- to sign on behalf of the Municipality a Form of Request for Disbursement provided for in the Agreement;
- to sign the agreements, certificates and other instruments provided for in the Agreement; and
- to take, do, sign or execute in the name of the Municipality, any other action required or permitted to be taken, done, signed or executed under the Agreement and under any other agreement to which FCM and the Municipality are parties:

No.	Name	Specimen Signature	Office
1.		_____	

Name and title of authorized officer of Municipality

Signature _____

Date _____

Part 1c: Table of Conditions of Disbursement for the Municipality

Information or documents required	Single Loan Disbursement & First Grant Contribution	Final Grant Disbursement
Requested Date of Disbursement	X	X
Bank account where FCM should deposit the funds (the Grant will be paid out directly to the Municipality's Bank Account)	X	X
Municipality's CRA Business Number	X	X
Pre-authorized debit information or wiring instructions	X	X
Total costs (Eligible Costs plus other costs) of the Project for the period beginning December 02, 2021 and ending on the date on which the Project was Substantially Performed	X	

Information or documents required	Single Loan Disbursement & First Grant Contribution	Final Grant Disbursement
Certificate of Incumbency and Authority in the form of Part 1b of Schedule D or updated certificate, if applicable	X	
Authorizing By-law(s) or Resolution(s) as represented and warranted in Section 12 of the Agreement	X	
Document, prepared by a qualified professional (e.g. engineer, architect) confirming that the Project was Substantially Performed and indicating the date the Project was Substantially Performed	X	
Updated Financial Audit Report prepared by a chartered professional accountant attesting that the Municipality has incurred Eligible Costs in a dollar amount of at least two million two hundred forty-one thousand eight hundred fifty-seven dollars (\$2,241,857) in accordance with Schedule A that lists the sources of funding for the Project	X	
Updated Schedule A that shows the final sources of funding as it relates to the total Project costs provided above	X	
Schedule I -Financial Audit performed by 3 rd party auditor	X	
Schedule E -Project Progress Report, that FCM can post on its public website, which does not infringe a 3 rd party's copyright		
Schedule F -Project Completion Report, that FCM can post on its public website, which does not infringe a 3 rd party's copyright	X	
Schedule G - Triple Bottom Line Results Report, verified by a qualified third party acceptable to FCM		X
Photo(s) demonstrating that the Municipality posted Signage in accordance with Schedule J	X	

Part 2a: Request - Borrower

I am an authorized official of the Borrower and understand that all the information below must be submitted and accepted by FCM, in order to receive a Disbursement. I hereby certify, in satisfaction of the terms and conditions of the Agreement (GMF-20-005), that: (Borrower only needs to sign schedule B when submitting the request for the Single Loan Disbursement and First Grant Contribution)

- The Borrower satisfied all the Conditions of Disbursement described in the Project Workbook and Part 2b and 2c of this Schedule D.
- The Borrower has fulfilled the requirements set out in the Act to authorize the issuance of the Debenture.
- The Borrower has provided its financial statements to FCM, on the dates described in the Agreement (GMF-20-005).
- The Borrower has obtained or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of Canada and of the relevant Province or Territory, in order for the Borrower to enter into and comply with the Agreement (GMF-20-005).
- No act or event does or may materially and adversely affect the ability of the Borrower to perform its obligations under the Agreement (GMF-20-005) or any of its other obligations that are material to the Borrower in respect of such Agreement has occurred.
- The representations and warranties confirmed or made in the Agreement (GMF-20-005) with respect to the Borrower will be true on and as of the date that FCM makes the Disbursement, as applicable, with the same effect as though such representations and warranties have been made on and as of the date that FCM made the Disbursement.
- All the covenants, conditions and other obligations set forth in the Agreement (GMF-20-005), including its schedules, to be performed or satisfied by the Borrower before the date that FCM makes the Disbursement have been performed or satisfied, to FCM's satisfaction.
- No Event of Default with respect to the Borrower has occurred and is continuing.
- All capitalized terms have the meaning attributed to them in the Agreement (GMF-20-005).
- If any confirmation, information or documentation provided to FCM by the Borrower is not true and correct, the Borrower will immediately notify FCM prior to the making of the Disbursement.
- I am attaching a copy of FCM's Electronic Funds Transfer Form to identify the bank account where FCM should deposit the Single Loan Disbursement.



Part 2b: Certificate of Incumbency and Authority from the Borrower

I, the _____ of the Borrower, hereby certify that the following are the names, offices and true specimen signatures of the persons, any one of whom is and shall continue to be (until you receive authorized written notice from the Borrower that they, or any of them, no longer continue to be) authorized:

- to sign on behalf of the Borrower a Form of Request for Disbursement provided for in the Agreement;
- to sign the agreements, certificates and other instruments of the Borrower provided for in the Agreement (GMF-20-005); and
- to take, do, sign or execute in the name of the Borrower, any other action required or permitted to be taken, done, signed or executed under the Agreement (GMF-20-005) and under any other agreement to which FCM and the Borrower are parties in respect of the Loan described in the Agreement (GMF-20-005):

No.	Name	Specimen Signature	Office
1.		_____	

Name and title of authorized officer of the Borrower

Signature _____

Date _____

Part 2c: Table of Conditions of Disbursement for the Borrower

Information or documents required	Single Loan Disbursement & First Grant Contribution	Final Grant Disbursement
Requested Date of Disbursement (needs to match the date requested by the Municipality)	X	
Bank account where FCM should deposit the funds	X	
Pre-authorized debit information or wiring instructions	X	
Certificate of Incumbency and Authority in the form of Part 2b of Schedule D	X	
Borrower's CRA Business Number	X	
Legal Opinion (external or internal) in the form of Schedule H (provided after the Borrowing By-law is passed along with Debenture)	X	
Debenture, in the form of Schedule K, at least 7 Business Days before the Disbursement Date, together with such documentation as FCM may reasonably require	X	

SCHEDULE E – FORM OF PROJECT PROGRESS REPORT

VERY IMPORTANT:

Timing: The Municipality needs to email a report, to the Municipality’s GMF Project officer (contact info is in Schedule X), on the dates indicated in Schedule X or whenever FCM asks for such a report.

Copyright: If the Municipality hires a consultant to prepare the report, please make sure to get the copyright (see FCM’s copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM’s Accessibility Guidelines, in order to be accessible to people with disabilities.

Confidentiality: If the Municipality’s report contains any Confidential Information that the Municipality would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to the Project), please submit two versions of the report:

1. **Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Purpose: The Municipality’s Project Progress Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that the Project is proceeding as planned, or to be informed of any unforeseen delays.
2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in the Municipality’s Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an Interview with the Project lead.

Content outline: The Municipality’s Project Progress Report should be approximately **one to two pages long** and include the information below. **Note: The Municipality may request a Microsoft Word version of this template from the Municipality’s GMF Project officer.**

Project information

GMF number:	GMF-20-0005
Name of funding Municipality:	The Corporation of the City of Welland
Project title:	Constructing a Sustainable Energy Fire Hall in the City of Welland
Date of Project Progress Report:	

1. Project status update

Summary of activities completed and in progress according to Project Milestones (Schedule C)	Max 100 words
Significant changes to scope or cost of Project relative to Schedule C	Max 100 words
Expected substantial Project completion	(month/year)

2. Lessons learned to date

- a) Has the Municipality begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that the Municipality has identified to date?
- b) What barriers has the Municipality encountered so far and what solutions has the Municipality implemented to address them?
- c) What advice would the Municipality give to someone in another community undertaking a similar project?

3. Photos and materials

FCM includes the Project photos and links to project materials in GMF case studies, website content, and other vehicles.

- a) Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

- b) Attach any high-quality photographs of the Project if the Municipality has taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:
 - i) A caption describing what is featured in the photo.
 - ii) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2020, City of Ottawa/Madison Brown).
 - iii) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM photo consent form from the Municipality’s GMF Project officer.**

SCHEDULE F – FORM OF PROJECT COMPLETION REPORT

VERY IMPORTANT:

Timing: The Municipality needs to email a report, to the Municipality’s GMF Project officer (contact info is in Schedule X), on the dates indicated in Schedule X or whenever FCM asks for such a report.

Copyright: Before the Municipality submits a report to FCM, make sure the Municipality holds the copyright for the report. If you’re hiring a consultant to prepare the report, please make sure to get the copyright (see FCM’s copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM’s Accessibility Guidelines, in order to be accessible to people with disabilities.

Confidentiality: If the Municipality’s report contains any Confidential Information that the Municipality would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to the Project), please submit two versions of the report:

- 1. Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
- 2. Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

The Project Officer will ensure a Word template of Schedule G is available for completion.

FCM will post the Municipality’s report on the [Green Municipal Fund™ \(GMF\) website](#). This is because one of FCM’s mandates is to help municipal governments share their knowledge and expertise regarding municipal environmental projects, plans and studies.

How to complete the Completion Report

The purpose of the Completion Report is to share the story of the Municipality’s community’s experience in undertaking the Project with others seeking to address similar issues in their own communities.

Please write the report in plain language that can be understood by people who are not specialists on the subject. A Completion Report is typically in the range of 5–10 pages, but may be longer or shorter, depending on the complexity of the project.

GMF grant Municipalities must enclose **final** copies of the Completion Report with their final Request for Disbursement. The reports, including all attachments and appendices, must be submitted in PDF format with searchable text functionality. Reports that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like “draft” or “for internal use only,” will not be accepted by GMF. Additionally, reports must be dated. If the Municipality has questions about completing this report, please consult GMF staff.

Project Completion Report Form

GMF number:	GMF-20-0005
Name of the Municipality:	The Corporation of the City of Welland
Project title:	Constructing a Sustainable Energy Fire Hall in the City of Welland
Date of the Report:	
Project Construction Start date: (mm/dd/yyyy)	
Project Construction Completion Date: (mm/dd/yyyy)	
Date of Project Completion Report: (mm/dd/yyyy)	
Total Project Cost (Actual):	
Phone, fax, e-mail, and address of lead contact:	

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The preparation of this Project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.

QUESTIONS:

Project implementation

1. Was the Project implemented as outlined in the contract (or as amended)? Please identify any substantial changes, explaining why they happened (e.g. getting a new system to operate correctly, delays due to bad weather, labour availability, etc.) and their impact on the Project (e.g. higher overall costs, more staff training required, etc.).

Lessons learned

INSTRUCTIONS:

Lessons learned refer to knowledge gained from the Project that can be applied to other situations. For this report, GMF is interested in the lessons learned from the **design, planning and construction phases** of the Project.

Answers in this section may refer to **positive** experiences (i.e. what worked or went well, and could serve as a model for future projects) or **negative** experiences (i.e. what didn't work, or went poorly, and should be avoided in future projects).

2. Describe what worked well and what did not work well, and why, for the Project elements below, include a description of any solutions implemented to address challenges?
 - a. Design, procurement and contracting:
 - b. Consultation and community engagement (prior to and during construction):

- c. Construction of the Project
 - d. Completing the Project on time and on budget.
3. Describe the Municipality’s experience (e.g. trade-offs, surprises) when choosing a particular approach, technology or solution for this Project. What would the Municipality do differently?
 4. Has the business case associated with the Project changed since the planning stage (e.g. change in the level of service delivered by the Project, expected revenues, capital or operating costs or payback, etc.)? Could anything have been done to better understand the business case at the application stage?
 5. Did you use any approach(es), that are not business as usual over the course of the Project (e.g. decision-making approach, consultation methodology, non-typical procurement, full-cost accounting)? Were there any benefits or drawbacks of this approach?

Sustainable Design and Construction:

6. In the Municipality’s GMF application, the Municipality noted that the Project would have sustainable design and construction measures as set out in column B of the table below.

Please complete the table below by inserting into column C the following information:

- Did the Project implement the measures as described?
- Describe the effectiveness of the measures?
- Please provide reasons for any changes to the measures?
- Please include any measures that were taken beyond what the Municipality committed to in the application from.

A	B	C
Sustainable Design and Construction Element	As described in your GMF Application	Describe the Implementation of the Measure (one paragraph)
Sustainable Design and procurement		
Environmental considerations integrated at the design stage		
Green procurement		
Site Characteristics		
A remediated brownfield or underutilized site (i.e. is not a green field).		
Existing buildings/ infrastructure / equipment is used		
Avoids, protects or enhances sensitive environmental areas		
Utilize natural systems to provide environmental benefits within the Project (e.g. wetlands)		

A	B	C
Sustainable Design and Construction Element	As described in your GMF Application	Describe the Implementation of the Measure (one paragraph)
Does not contribute to urban sprawl		
Part of the urban transport network and encourages the use of sustainable transportation		
Construction activities:		
Reuse of available construction material on-site		
Use of construction materials with recycled content		
Construction Waste management including diverting construction waste from the landfill through recycling and re-use (off-site)		
Minimize expected impacts of construction activities (e.g. dust minimization, minimise soil erosion)		
Biodiversity and ecosystem protection		
Other (Please specify)		

Environmental, Social and Economic Outcomes:

- Please describe any additional environmental, social and economic outcomes the Project has achieved during the design, procurement and construction phases.

Project Champion:

- Does the Municipality have a Project champion who has been instrumental to the Project to date (design, procurement, construction)? If so, please include his or her name, title and contact information, and describe his or her role in the Project.

Next steps

- Please describe any steps the Municipality has taken or plans to take to ensure that the people, internal groups or other key stakeholders that are important to the operation of the Project adopt the necessary behaviours and other practices to ensure successful performance?
- Have the systems and technologies been established for measuring and monitoring the performance of the Project during operation?

Publicity

11. Briefly describe any recognition, media coverage, awards, or public support the Project has received to date.

Photos and materials

FCM includes project photos and links to project materials in GMF case studies, website content, and other communication vehicles.

1. Identify and attach any materials resulting from the Project that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on the Municipality’s website, simply include the link to it.

For example, a water conservation project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

2. Attach five high-quality photographs of the Project. Where possible, include photos that feature people in action, illustrate the progress of the Project, or feature “before” and “after” perspectives. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size).

For each photo, please include:

- a) A caption describing what is featured in the photo.
- b) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2010, City of Ottawa/Madison Brown).
- c) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM Photo Consent Form from the GMF Project Officer.**

CLIENT SURVEY (internal and confidential to FCM – the below will not be published)

1. Please provide an estimate of the time it took to complete this Project Completion Report.
 - o 1–5 hours
 - o 5–10 hours
 - o 10–15 hours
 - o 15–20 hours

If more than 20 hours in additional incremental time, please specify: _____

2. How much did the financial audit for the Final Loan Disbursement for this Project cost your organization?
 - o <\$5,000
 - o \$5,000 to \$10,000
 - o \$10,000 to \$15,000
 - o >\$15,000

3. Please provide an estimate of the additional cost to hire outside legal expertise to complete the disbursement requirements for the Final Loan Disbursement:
 - o \$0
 - o \$1–\$4,999
 - o \$5,000–\$9,999
 - o \$10,000–\$19,999
 - o \$20,000–\$29,999

If more than \$30,000 in additional incremental legal costs, please specify: _____

4. *Optional:* Please feel free to provide any suggestions you may have on potential improvements to this reporting and disbursement process or any other FCM service standard.

SCHEDULE G- FORM OF TRIPLE BOTTOM LINE RESULTS REPORT

Introduction

The Triple Bottom Line (TBL) Results Report has two parts:

Part 1 consists of a plain-language summary of the environmental benefits and co-benefits of the Project (including social and economic outcomes), as well as a description of the lessons learned from **the operation of the Project** (which are distinct from the lessons learned at the design, procurement and construction phases of the Project).

Part 2 consists of documenting analytical data in the Environmental Results Tables to quantify the actual environmental benefits and impacts of the Project. The Municipality must enter data for indicators listed in Part 2 of this Schedule G. Please include other (optional) indicators if the data is collected.

The Municipality must submit a TBL Results Report in this format as a condition of the Final Grant Disbursement. If the TBL Results Report is not completed to the satisfaction of FCM, FCM might ask for additional information, data collection and/or a new TBL Results Report to be submitted.

Copyright

The Municipality must hold the copyright to the reports that the Municipality submits to us, as indicated in the footer of this form, and provide FCM with rights to reproduce and distribute it as set out in the Agreement.

Confidentiality

If the Municipality's report contains any confidential information that the Municipality would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to the Project), please submit two versions of the report:

1. **Complete report including confidential information:** Please clearly label this report with the word "**Confidential**". FCM will treat it as confidential.
2. **Abridged report excluding confidential information:** This report may be posted on the FCM website and otherwise made available to interested third parties.

Report format

Please request an electronic Form of TBL Results Report from the GMF Project Officer and submit the Municipality's report using the format in this Schedule in MS Word format (.doc or .docx) or PDF (searchable) format. A scanned copy of the TBL Results Report will not be accepted. FCM endeavors to collect the most relevant Project information and as such may amend the Form of the TBL Results Report from time to time. If so, FCM will provide the Municipality with the latest Form of the TBL Results Report.

Triple Bottom Line Results Report

GMF number:	GMF-20-0005
Name of funding Municipality:	The Corporation of the City of Welland
Project title:	Constructing a Sustainable Energy Fire Hall in the City of Welland
Date of Triple Bottom Line Results Report	

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The preparation of this project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.

Part 1: Summary and lessons learned (high-level, plain language)

Project Summary

1. Please describe the actual versus anticipated environmental results. Include any secondary positive and negative environmental outcomes (e.g. more energy use in treating wastewater or fewer toxic chemicals used in a green cleaning program).
2. Please describe the key reasons for the Project achieving or not achieving the anticipated environmental results.
3. Does the Municipality have a Project champion who has been instrumental to the Project to date, particularly the **operation** of the Project? If so, please include his or her name, title and contact information, and describe his or her role in the Project.

Lessons learned

Lessons learned capture knowledge gained from the Project that can be applied to other situations or projects. For this report, GMF is interested in the lessons learned from the operation of the Project.

Answers in this section may refer to positive experiences (i.e. what worked, or went well, and could serve as a model for future projects) or negative experiences (i.e. what didn't work, or went poorly, and should be avoided in future projects). Lessons learned can help those in other municipalities to address similar issues in their communities.

4. Focusing on the operations phase of the Project (since substantial completion), please describe:
 - o What worked well and what did not work well, and why.
 - o Any solutions implemented to address challenges encountered during the operation of the Project.
 - o Any benefits or drawbacks of any practices (e.g. educational programs, incentives, staff training, etc.) or technologies (e.g. monitoring sensors and meters, use of waste energy, energy efficient technologies etc.) used in the operation of the Project.
5. For the consultation and community engagement (post-construction and operation), please describe:

- o What worked well and what did not work well, and why.
 - o Any solutions implemented to address challenges related to consultation and community engagement.
6. To what extent is this Project meeting the needs (e.g. levels of service, quality of service, number of users, etc.) of the community, as anticipated in the planning stage?
 7. What advice specifically related to the **operation** of this Project would you give to someone in another community undertaking a similar project?
 8. What knowledge did you gain from the **operation** of this Project? Knowledge gained may:
 - o be **technical** (e.g. “the new heating system required several rounds of staff training to achieve optimal operations”)
 - o relate to **economic performance / cost-benefit** (e.g. “geothermal energy is not cost-effective in buildings under X square metres”)
 - o relate to **processes** (e.g. “offering regular public tours of the facility has improved acceptance and support for the Project in the operations phase”)
 9. Please describe any other key success factors and/or best practices that you observed during the operation of the Project.

Community benefits

10. In the Municipality’s GMF application, the Municipality noted that the Project would have economic and social benefits set out in Column B of the following tables below.

Please complete the table below by describing in Column C the economic benefits achieved **since Substantial Performance** of the Project. Please complete for all that apply in the list below. If there are additional economic benefits, please describe these in the last row of the table.

Figure 1 – Economic benefits

A	B	C
Economic benefit	As described in the Municipality’s GMF application	Describe the economic benefits achieved (one paragraph) If the result is different than what was expected in the application form, please indicate why
Utility costs savings	Reduction of 45%	
Increased return on investment		
Deferred or avoided capital expenditures		
Decrease in facility operating or maintenance costs	Comparison of historical and future maintenance	
Extended lifespan for facility		
Increased municipal revenue streams (e.g. property tax, user fees, etc.)		
Lower taxes		

Stimulus for local economy (use of local business, capacity for local business development)		
Increased employment options or job retention		
Increased transit ridership		
Attraction of new businesses		
Other (please specify)		

11. Please complete the table below by describing in Column C the social benefits achieved as a result of the **operation** of the Project. Please complete for all that apply in the list below. If there are additional social benefits, please describe these in the last row of the table.

Figure 2- Social benefits

A	B	C
Social benefits	As described in your GMF application	Describe the social benefit achieved (one paragraph) If the result is different than what was expected in the application form, please indicate why
Increased sense of community, ownership and participation	Promoting community safety and bringing more business and community traffic to a former industrial site	
Improvements to public health		
Improvements to public safety		
Improvements to community quality of life		
Increased opportunities for community engagement		
Increased public education or awareness		
Community revitalization	Investment and development of the downtown core.	
New housing and infrastructure		
New or enhanced public space or public facilities		
Improved access to recreation and physical activities		
Reduced urban sprawl		
Increased civic pride, ownership and participation		
Improved quality and efficiency of service provision to residents		
Reduced opportunities for crime		
Other (please specify)		

Measurement and reporting

12. The questions below relate to measuring and reporting on the environmental parameters required in Part 2 of this report.

- a. Describe your approach to performance measurement and monitoring for the Project since substantial completion.
- b. Please comment on the ease or difficulty of measuring and reporting on the environmental parameters required in Part 2 of this report. (For example: Were the measures that GMF asks you to report in Part 2 difficult or expensive to obtain? Did you require outside expertise or special tools or software?)
- c. Would you collect this information for your own purposes, if it were not required by GMF?
- d. Please provide an estimate of the additional incremental staff time it took to complete parts 1 and 2 of the TBL Results Report. (For example, if this report was able to use much of the same information from your other reporting requirements but took an additional five hours to complete then the additional incremental time needed to complete the GMF reporting would be five hours.)
 - o 1–10 hours
 - o 11–20 hours
 - o 21–30 hours
 - o 31–40 hours

If more than 40 hours in additional incremental time, please specify: _____

- e. Please provide an estimate of the additional incremental cost to hire outside expertise to complete parts 1 and 2?
 - o \$0
 - o \$1–\$4,999
 - o \$5,000–\$9,999
 - o \$10,000–\$19,999
 - o \$20,000–\$29,999

If more than \$30,000 in additional incremental costs, please specify: _____

- f. What suggestions do you have, if any, to make the TBL Results Report easier for future Municipalities of GMF funding to complete?

PART 2: ENVIRONMENTAL ANALYTICAL RESULTS TABLES

A third-party environmental consultant must measure and verify the system's environmental performance in order to interpret the actual environmental benefits of the Project. These reported environmental results must be based on twelve (12) consecutive months of operation.

Instructions for 3rd party environmental consultant

- Fill-out the environmental performance tables based on the actual performance of the constructed system
- Please note any assumptions in the preparation of the results
- Ensure units and indicators are accurate to baseline and anticipated results
- Include a verification sign-off letter as part of appendix

IMPORTANT: SUPPORTING DOCUMENTATION

Any reference documents that form the basis of data reported in the tables must also be provided (e.g. any engineering or environmental studies, annual reports, modeling assumptions, technical specifications or literature, and measurement or estimation techniques details).

Indicator Tables

Each indicator table includes columns to record:

1. The baseline or business as usual case
2. The anticipated results of the Project
3. A revised baseline (if applicable)
4. A revised anticipated result of the Project (if applicable)
5. An actual result of the Project

The columns corresponding to 1 and 2 above should have already been filled out with the data found in **Schedule A Part 1**, which is based on data from the Municipality's application form.

Columns corresponding to 3 and 4 above are usually filled in identically to columns 1 and 2. However, they will need to be completed with updated information if:

- a) the baseline and/or the anticipated project results have changed due or
- b) more accurate information has been discovered since the time of application.

If you provide revised baseline and anticipated project information, you must also justify and explain why the baseline and project results are being revised. Please note that these revisions are only intended to reflect changes external to the scope of the project which may influence the measurement. Examples include:

- A significant increase / decrease in population when the performance of a project is dependent on population and results are reported as a total (waste diverted, water consumption, wastewater production, etc.)
- A change in the project design which impacts the project performance compared to the anticipated performance of the project from the application (e.g. the final as constructed building is changed from the preliminary design)
- Exceptionally unusual weather which causes a departure from an energy model based on historical weather.

Please consult with GMF staff if you think this applies to the Project. Columns corresponding to 5 above should be filled with actual results achieved by the Project.

Energy Consumption: Part I Energy Sources and Consumption

System Measured	Energy Source (e.g. Electricity, Natural Gas, solar, etc.)	Baseline Consumption	Anticipated Energy consumption after Project Completion	Revised Baseline	Revised Anticipated	Actual After Project Completion	Net Anticipated Reduction	Net Actual Reduction
		(Pre Project)		(if applicable)	(if applicable)		GJ/yr	GJ/yr
		GJ/yr	GJ/yr	GJ/yr	GJ/yr	GJ/yr	GJ/yr (E - F)	GJ/yr (E - G)
New FireHall Facility	Electricity from the grid	1001	451	(C) or Adjusted Amount	(D) or Adjusted Amount		(E - F)	(E - G)
	Natural Gas	409	175	(C) or Adjusted Amount	(D) or Adjusted Amount		(E - F)	(E - G)
	Add Additional Energy Type(s)	0	0	(C) or Adjusted Amount	(D) or Adjusted Amount		(E - F)	(E - G)
Total fossil fuel and electricity from the grid		Same as Application	Same as Application	(C) or Adjusted Amount	(D) or Adjusted Amount		(E - F)	(E - G)
Total energy consumption		Same as Application	Same as Application	(C) or Adjusted Amount	(D) or Adjusted Amount		(E - F)	(E - G)

Energy Consumption: Part II Greenhouse Gas Impacts

System Measured	Energy Source (e.g. Electricity, Natural Gas, solar, etc.)	Emissions Factor kg CO ₂ e / GJ	Revised Baseline kg CO ₂ e / yr (J * E)	Revised Anticipated kg CO ₂ e / yr (J * F)	Actual After Project Completion kg CO ₂ e / yr (J * G)	Net Anticipated Reduction kg CO ₂ e / yr (K - L)	Net Actual Reduction kg CO ₂ e / yr (K - M)
New FireHall Facility	Electricity from the grid	Same as Application or revised	(J * E)	(J * F)	(J * G)	(K - L)	(K - M)
	Natural Gas	Same as Application or revised	(J * E)	(J * F)	(J * G)	(K - L)	(K - M)
	Add Additional Energy Type(s)	Same as Application or revised	(J * E)	(J * F)	(J * G)	(K - L)	(K - M)
Total GHG Emissions		N/A	[Sum]	[Sum]	[Sum]	(K - L)	(K - M)

Environmental results table (General)

Project defined parameter	Units relevant to performance of parameter	Baseline performance prior to project	Anticipated performance after project completion	Revised Baseline Performance Prior to the Project	Revised Anticipated Performance after Project Completion	Actual Performance of the Project
Below grade concrete which was crushed and reused on site for backfill & granular base.	m3	0	5 000,00			
Contaminated soil used in the berm construction & diverted from landfill	m3	0	11 902,00			
Stormwater management - Total Suspended Solids Eliminated	%	0	80%			



SCHEDULE H – FORM OF LEGAL OPINION

[LETTERHEAD OF BORROWER 'S COUNSEL]

[Address]
[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario, K1N 5P3

Attention: [Project Officer for GMF]
Ladies and Gentlemen:

Re: Green Municipal Fund – Project No. GMF-20-0005 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and The Regional Municipality of Niagara (the “Borrower”) (the “Agreement”)

We have acted as counsel for the Borrower in connection with the loan which you have agreed to make to the Borrower on behalf of The Corporation of the City of Welland (the “Municipality”) and the grant that you have agreed to extend to the Municipality subject to the provisions of the Agreement on the basis that the Borrower agreed to issue the Debenture (defined below).

In acting as such counsel, we have examined the following documents:

- 1. the Agreement;
2. the debenture issued in connection with the Final Loan Disbursement, dated XXXX (the “Debenture”);
3. the by-laws of the Borrower’s council authorizing it to enter into the Agreement and to issue and deliver the Debenture in connection with the Final Loan Disbursement, dated XXXX (the “Borrowing By-Laws”);
4. such other records and documents as we have deemed necessary or appropriate for the purposes of this opinion.

Based upon the foregoing, we are of the opinion that:

- 5. The Borrowing By-Laws have been properly passed and are within the legal powers of the Borrower.
6. The Debenture is a direct, general, unsecured, unsubordinated, joint and several obligations of the Borrower and its lower-tier municipalities including the Municipality and ranks concurrently and equally in respect of payment of principal and interest thereon with all other debentures of the Borrower except as to the availability of money in a sinking or retirement fund for a particular issue of debentures.
7. The Debenture has been duly authorized and issued by the Borrower and constitutes a valid and legally binding obligation of the Borrower and its lower-tier municipalities including the Municipality, enforceable against it and its lower-tier municipalities including the Municipality in accordance with its terms but subject to the special jurisdiction and powers of the Ontario Land Tribunal over defaulting municipalities under the Municipal Affairs Act (Ontario), as amended.
8. The Agreement has been duly executed and delivered by the Borrower.
9. The execution, delivery and performance by the Borrower of the Agreement does not and will not constitute or result in a violation or a breach of, or a default under the laws of the Province of Ontario and of Canada applicable therein.



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10. No authorization, consent or approval of, or filing, registration or recording with, any governmental authority having jurisdiction in the Province of Ontario is required in connection with the execution, delivery or performance by the Borrower of the Agreement, other than authorizations, consents and approvals which have been obtained or filings, registrations or recordings which have been made.
11. The Agreement constitutes a legal, valid and binding obligation of the Borrower enforceable against it in accordance with its terms.

Yours truly,

[Signature of Counsel]



SCHEDULE I – FORM OF AUDIT REQUIREMENTS

Part 1: Scope of Financial Audit

The scope of the Financial Audit, for submission on substantial completion of the Project (Project is Substantially Performed), must involve the following:

1. The Eligible Costs were incurred for the purposes set out in the Agreement in amounts that are reasonable and eligible for reimbursement according to the terms and conditions of such Agreement and are supported by proper documentation.
2. **In order to be eligible for reimbursement, all expenses listed in the Statement of Expenses must: (a) qualify as “Eligible Costs” as defined in Schedule C to the Agreement and (b) have been incurred on or after December 02, 2021.**
3. The auditors must use the Form of Audit Report attached as Part 2: Form of Audit Report of this Schedule I.
4. The auditors must provide adjustments as required by Part 3: Form of Statement of Expenses of this Schedule I.



SCHEDULE I - Audit Requirements (contd.)

Part 2: Form of Audit Report

[LETTERHEAD OF MUNICIPALITY'S AUDITOR]

[Address]

[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario, K1N 5P3

Attention: [Project Officer for GMF]
Ladies and Gentlemen:

Re: Green Municipal Fund – Project no. GMF-20-0005

Opinion

We have audited the accompanying statement of expenses of The Corporation of the City of Welland (the "Municipality") relating to GMF Project no. 20-0005 (the "Statement of Expenses").

In our opinion, the financial information in the Statement of Expenses of the Municipality for the ###-month period [Instruction: insert number of months needed by the Municipality to complete the Project] from ## day of month, 20## to ## day of month, 20## is prepared, in all material respects, in accordance with the Loan and Grant Agreement between the Federation of Canadian Municipalities ("FCM") as Trustee and the Municipality (the "Agreement").

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Statement of Expenses section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the Statement of Expenses in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting and Restriction on Distribution

We draw attention to Note X to the Statement of Expenses, which describes the basis of accounting. The Statement of Expenses is prepared to assist the Municipality to comply with the reporting requirements of the Agreement. As a result, the Statement of Expenses may not be suitable for another purpose. Our report is intended solely for FCM and management of the Municipality and FCM and should not be distributed to parties other than the Municipality and FCM. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Statement of Expenses

Management is responsible for the preparation of the Statement of Expenses in accordance with the Agreement, and for such internal control as management determines is necessary to enable the preparation of the Statement of Expenses that is free from material misstatement, whether due to fraud or error.

In preparing the Statement of Expenses, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

Auditor's Responsibilities for the Audit of the Statement of Expenses

Our objectives are to obtain reasonable assurance about whether the Statement of Expenses is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this Statement of Expenses.

As part of an audit in accordance with Canadian GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, and related disclosures made by management.

Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the Statement of Expenses or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

The engagement partner on the audit resulting in this independent auditor's report is [name].

[Signature in the name of the audit firm, the personal name of the auditor, or both, as appropriate for the particular jurisdiction]

[Auditor address]

[Date]



SCHEDULE I - Audit Requirements (contd.)

Part 3: Form of Statement of Expenses

Green Municipal Fund – Project No. 20-0005 Loan and Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and The Corporation of the Corporation of the City of Welland (“Municipality”) (the “Agreement”)

Eligible Costs¹ for the period beginning December 02, 2021 and ending ----- ##, 20##

Table with 4 columns: Category, Claimed amounts, Adjustments, Audited Amounts. Rows include Administrative, Advertising, Audit, Capital Costs (provide details), Equipment, Meeting and Public Gathering, Services, Transportation, Shipping and Courier Charges, Travel and Accommodation, Sub-total Eligible Costs, In-Kind (maximum 10% of other Eligible Costs), and Total Eligible Costs.

Yours truly,

The Corporation of the City of Welland

By _____, Authorized Representative*

*As named in the Municipality's last Certificate of Incumbency and Authority

SCHEDULE J: PROJECT SIGNAGE SPECIFICATIONS

1. Signage during construction or implementation

The Municipality must affix signage, in content, form and manner acceptable to FCM, recognizing GMF and GoC assistance, wherever other funders are recognized during the Construction Period and after the Project is Substantially Performed until [redacted]. This may include signage at construction sites or on vehicles and equipment. This should be done through use of the FCM Green Municipal Fund logo.

2. Signage after construction or implementation

The Municipality must affix permanent signage, in content, form and manner acceptable to FCM, recognizing GMF and GoC assistance. This may take the form of an appropriately placed plaque on buildings accessible to the public, or decals or other lettering on vehicles or equipment visible to the public. The signage must be made of a durable material suitable to weather exposure. The signage must include the FCM Green Municipal Fund logo combined with the text below. The logo should be at least fifteen centimetres wide. The text must be at least 40-point font.

This project was carried out with assistance from the Federation of Canadian Municipalities' Green Municipal Fund, an endowment created by the Government of Canada.

and/
or

Ce projet a été réalisé grâce au soutien financier du Fonds municipal vert, une dotation du gouvernement du Canada à la Fédération canadienne des municipalités.

3. Use of the FCM Green Municipal Fund logo

High-resolution logos will be supplied by FCM staff. The logo must never be reproduced less than four centimetres wide.

Colour signage is not required, but where colour is used, the official FCM Green Municipal Fund corporate colours must be applied.



4. Questions

FCM's Green Municipal Fund supports many types of initiatives. These guidelines may not anticipate all potential forms of recognition. To discuss specific applications of these guidelines, please contact GMF at 613-907-6208 or at gmf@fcm.ca.

SCHEDULE K: FORM OF BORROWING BY-LAW

WHEREAS the *Municipal Act, 2001*, as amended (the “**Act**”) provides in subsection 401(1) that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

AND WHEREAS subsection 401(3) of the Act provides that a lower-tier municipality in a regional municipality does not have the power to issue debentures;

AND WHEREAS section 403 of the Act provides that a by-law of an upper-tier municipality authorizing the issuing of debentures for the purposes or joint purposes of one or more of its lower-tier municipalities may require those lower-tier municipalities to make payments in each year to the upper-tier municipality in the amounts and on the dates specified in the by-law and subsection 403 (7) of the Act provides that all debentures issued under a by-law passed by an upper-tier municipality under section 403 of the Act are direct, joint and several obligations of the upper-tier municipality and its lower-tier municipalities;

AND WHEREAS the Council of The Corporation of the City of Welland (the “**Municipality**”), (which is a lower-tier municipality forming part of The Regional Municipality of Niagara (the **Borrower**”) has passed the by-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law (“**Schedule “A”**”) authorizing the capital work described in column (2) of Schedule “A” (the “**Capital Work**”) and authorizing, *inter alia*, the entering into of a Green Municipal Fund Loan and Grant Agreement dated - ----- **[Instruction: insert the date of the Financing Agreement]** for the provision of long-term borrowing from the Federation of Canadian Municipalities, as trustee of the Green Municipal Fund (“**FCM**”) in respect of the Capital Work (the “**Financing Agreement**”) in the amount specified in column (3) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work, the Municipality had its treasurer update its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and prior to authorizing the Capital Work, the treasurer determined that the estimated annual amount payable in respect of the Capital Work, would not cause the Municipality to exceed its updated limit and that the approval of the Capital Work, by the Ontario Land Tribunal was not required;

AND WHEREAS the Council of the Borrower has passed a by-law to authorize the entering into of the Financing Agreement and to authorize long-term borrowing for the Capital Work through the issue of debentures to FCM;

AND WHEREAS the Council of the Borrower has received a request from the Council of the Municipality to borrow money for the purpose of providing long-term financing for the Capital Work and to issue debentures for the Capital Work in the amount specified in column (3) of Schedule “A”;

AND WHEREAS to provide long-term financing for the Capital Work pursuant to the Financing Agreement, it is now expedient to issue **[Instruction: insert rate determined pursuant to Section 4 of Schedule B of the Financing Agreement]**% amortizing debentures in the principal amount of \$XXXXX

[**Instruction:** insert the Principal Amount of the Loan] in lawful money of Canada, on the terms hereinafter set forth.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF NIAGARA ENACTS AS FOLLOWS:

[End of recitals]

1. For the Capital Work, the borrowing upon the credit of the Borrower of the principal sum of \$##### [**Instruction:** insert the Principal Amount of the Loan] and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined (blended) principal and interest [**Instruction:** in the case of the Final Loan Disbursement an amortization schedule will be prepared for inclusion as the "Schedule" that forms part of the Debenture, and is demonstrated as Schedule "B" to the By-law, and for inclusion as Schedule "C" to the By-law] as hereinafter set forth, are hereby authorized.
2. The Regional Chair and the Regional Treasurer of the Borrower are hereby authorized to cause any number of amortizing debentures to be issued up to the aggregate principal amount outstanding of all Disbursements in the said amount of \$##### [**Instruction:** insert the Principal Amount of the Loan] substantially in the form attached as Schedule "B" attached hereto and forming part of this By-law (the "Debentures"). The Debentures shall bear the Borrower's municipal seal and the signatures of the Regional Chair and the Regional Treasurer of the Borrower, all in accordance with the provisions of the Act. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$##### [**Instruction:** insert the Principal Amount of the Loan], in the name of FCM or as FCM may otherwise direct, substantially in the form attached as **Schedule "B"** hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on the maturity date upon presentation and surrender) on such terms as to which the registered holder and the Borrower may agree.
4. The Debentures shall all be dated the [**Instruction:** insert date of the Final Loan Disbursement], and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of [**Instruction:** insert rate determined pursuant to Section 4 of Schedule B of the Financing Agreement] per annum from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by [**Instruction:** insert the Maturity Date] and shall be payable in semi-annual instalments of combined (blended) principal and interest on such days as are set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**") in each of the years during the currency of the Debentures, as set forth in Schedule "C".
5. Payments in respect of principal and/or interest on the Debentures shall be made only on a day on which banking institutions in Ottawa, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.
6. If the Borrower defaults in the payment of any instalment at any time appointed for payment thereof, the Borrower shall, until such overdue principal and/or interest amount(s) has/have been paid in full, pay to FCM interest on the principal and interest that is then outstanding at an annual rate of:

[Instruction: insert the rate determined pursuant to Section 6 of Schedule B of the Financing Agreement], calculated from the date of such default.

7. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days as appropriate.
8. Following **[Instruction: insert mid-point date of the Debenture Term],** the Borrower may on any subsequent semi-annual payment date, on not less than thirty (30) days' written notice to FCM, prepay all or part of the principal amount of Debentures that is outstanding on the specified semi-annual payment date ("**Prepayment Date**"), provided it simultaneously pays all accrued interest thereon plus an amount equal to twenty-four (24) months of interest calculated pursuant to Section 4.1 of Schedule B of the Financing Agreement on the Debentures so prepaid. Notwithstanding the foregoing, the Borrower shall pay an amount equal to twelve (12) months of interest instead of twenty-four (24) months of interest if the Prepayment Date occurs on or after the expiration of three-quarters (3/4) of the term of the Debentures. Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding principal amount of the Debentures. In the event of a partial prepayment, FCM shall provide to the Borrower and the Municipality a new amortization schedule effective as of the Prepayment Date. Such new amortization schedule shall be deemed to replace the amortization schedule which constitutes part of the Debentures in respect of which the prepayment was effected. Upon delivery of such new schedule, the Borrower shall be obligated to effect payment in accordance with the terms of the new amortization schedule. Any amounts prepaid may not be re-borrowed.
9.
 - (a) Each year in which a payment of an instalment of combined (blended) principal and interest becomes due, there shall be raised as part of the general upper-tier levy, the amounts of principal and interest payable in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
 - (b) Without limiting the generality of the foregoing, the Municipality shall pay the aforesaid yearly amounts as set out in Schedule "C" to the Borrower (or any new amortization schedule delivered to the Borrower) one business day before the date payment is due. The amounts required to be paid to the Borrower in accordance with Schedule "C" shall constitute a debt of the Municipality to the Borrower and such amounts shall, when combined with any amount payable by the Borrower in the year for repayment of the debt for which the Debentures are to be issued, be sufficient to meet the total amount of principal and interest payable in the year by the Borrower in respect of the Debentures, all in accordance with the provisions of this By-law and the Act.
 - (c) **If any lower-tier municipality that comprises the Borrower, including the Municipality** fails to make any payment or portion of it as provided in this By-law (including increased interest on default), the Municipality shall pay interest to the Borrower on the amount in default at the rate of 15% per annum, from the date the payment is due until it is made.
 - (d) There shall be raised, for the Capital Work, pursuant to this By-law, in each year of the currency of the Debentures, as part of the general upper-tier levy, the amounts required to be paid to the Borrower in any previous year by **any one or more of the lower-tier municipalities that comprise the Borrower, including the Municipality** to the extent that the amounts have not been paid to the Borrower in accordance with this By-law.
10. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.

11. The Borrower shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Borrower is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
12. The Borrower shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Borrower shall deem and treat registered holders of Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Borrower on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Borrower. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Borrower.
13. The Debentures will be transferable or exchangeable at the office of the Regional Treasurer of the Borrower upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Borrower and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture, the Regional Chair and the Regional Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
14. The Regional Chair and the Regional Treasurer shall issue and deliver new Debentures in exchange or substitution for the Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Borrower with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Borrower in its discretion; and (c) surrendered to the Borrower any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
15. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
16. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Borrower. When any of the Debentures are surrendered for transfer or exchange the Regional Treasurer of the Borrower shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.
17. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost,




stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Borrower. Where new Debentures are issued in substitution in these circumstances the Borrower shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.

18. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
19. The Regional Chair and the Regional Treasurer are hereby authorized to cause the Debentures to be issued, the Regional Clerk and the Regional Treasurer are hereby individually authorized to generally do all things and to execute all documents and other papers in the name of the Borrower in order to carry out the issue of the Debentures and the Regional Treasurer or the Regional Clerk is authorized to affix the Borrower's municipal seal to any of such documents and papers.
20. The proceeds realized in respect of the Debentures and any earnings derived from the investment of such proceeds, after providing for the expenses related to their issue, if any, shall be delivered to the Municipality by the Borrower on the basis that the Municipality shall apportion and apply such money to the Capital Work, and to no other purpose except as permitted by the Act.
21. Subject to the Borrower's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Borrower may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Borrower may in its discretion determine.
22. This By-law takes effect on the day upon which it has passed.

James Bradley, Regional Chair

Ann-Marie Norio, Regional Clerk

Schedule "A" to Borrowing By-Law

(1)	(2)	(3)	(4)
By-law	Capital Work Description	Amount of Debentures to be Issued	Term of Years of Debentures
		\$ 	



Schedule "B" to Borrowing By-Law
Province of Ontario
[Name of the Borrower]

No. #####

FULLY REGISTERED ####% AMORTIZING DEBENTURE

The Regional Municipality of Niagara the ("Borrower"), for value received, hereby promises to pay to:

FEDERATION OF CANADIAN MUNICIPALITIES, AS TRUSTEE FOR THE GREEN MUNICIPAL FUND ("FCM")

or registered assigns, subject to the conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture by the maturity date of this debenture [Day, Month, 20##], the principal sum of

[Instruction: insert the Principal Amount of the Loan in words]

----- (\$#####) -----

and to pay interest thereon until the maturity of this debenture by semi-annual instalments of combined (blended) principal and interest [Instruction: insert, "but for the first instalment of interest of any calculated from the date of the Final Loan Disbursement, if applicable] in the manner and in the amounts set forth in the attached amortization schedule (the "Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the [Instruction: insert date of the Final Loan Disbursement] or from the last date on which interest has been paid on this debenture, whichever is later at the rate of [Instruction: insert rate determined pursuant to Section 4 of Schedule B of the Financing Agreement]% per annum, in arrears, on the specified dates, as set forth in the Schedule (each, a "Payment Date") in the manner provided in the Conditions. Interest shall be paid on default at the applicable rate set out in the Conditions both before and after default and judgment. The applicable rate of interest, the payments of principal and interest and the principal balance outstanding in each year are shown in the Schedule.

This debenture is subject to the Conditions.

DATED at the Region of Niagara on [Instruction: insert date of the Final Loan Disbursement].

IN TESTIMONY WHEREOF and under the authority of By-law Number #####-20## [Instruction: insert Borrowing By-law number] of the Borrower duly passed on [Instruction: insert the date on which the Borrowing By-law was passed] (the "By-law"), this debenture is sealed with the municipal seal of the Borrower and signed by the Regional Chair and the Regional Treasurer thereof.

Date of Registration: [Instruction: insert the date of the Final Loan Disbursement]

(SEAL)



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

James Bradley, Regional Chair

Todd Harrison, Regional Treasurer

This global denture is also signed by the Regional Clerk pursuant to the Issuer's internal requirements.

Ann-Marie Norio, Regional Clerk

CONDITIONS OF THE DEBENTURE

Capitalized terms used in the Conditions of this Debenture and not defined below shall have the meaning ascribed to them in the Green Municipal Fund Loan and Grant Agreement between THE REGIONAL MUNICIPALITY OF NIAGARA (“the Borrower”). The Corporation of the City of Welland (“the **Municipality**”) and FEDERATION OF CANADIAN MUNICIPALITIES, as Trustee of the Green Municipal Fund (“**FCM**”), dated and effective as of ----- (the “**Financing Agreement**”)

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons. The Debentures are direct, general, unsecured, joint and several obligations of the Borrower and its lower-tier municipalities. Notwithstanding any provision to the contrary contained herein, the Debentures shall be issued in minimum denominations of \$##### [Instruction: insert the **Principal Amount of the Loan**]. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Borrower except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
2. This Debenture is one fully registered Debenture registered in the name of FCM and held by FCM.
3. The Borrower shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Borrower is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
4. The Borrower shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Borrower shall deem and treat registered holders of Debentures, including this Debenture as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Borrower on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Borrower. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Borrower.
5. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Borrower to the persons registered as holders in the registry on the relevant record date. The Borrower shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
6. The Borrower shall make all payments in respect of the Debentures on each Payment Date commencing on [Instruction: insert the date which matches the first payment date in the **amortization schedule**] (other than in respect of the final payment of principal and outstanding interest on the maturity date upon presentation and surrender of this Debenture) on such terms as the Borrower and the registered holder may agree.
7. Following [Instruction: insert mid-point date of the **Debenture Term**], the Borrower may on any subsequent semi-annual payment date, on not less than thirty (30) days’ written notice to FCM,

prepay all or part of the principal amount of Debentures that is outstanding on the specified semi-annual payment date ("**Prepayment Date**"), provided it simultaneously pays all accrued interest thereon plus an amount equal to twenty-four (24) months of interest calculated pursuant to Section 4.1 of Schedule B of the Financing Agreement on the Debentures so prepaid. Notwithstanding the foregoing, the Borrower shall pay an amount equal to twelve (12) months of interest instead of twenty-four (24) months of interest if the **Prepayment Date** occurs on or after the expiration of three-quarters (3/4) of the term of the Debentures. Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding principal amount of the Debentures. In the event of a partial prepayment, FCM shall provide to the Borrower and the Municipality a new amortization schedule effective as of the Prepayment Date. Such new amortization schedule shall be deemed to replace the amortization schedule which constitutes part of the Debentures (Schedule) in respect of which the prepayment was effected. Upon delivery of such new amortization schedule, the Borrower shall be obligated to effect payment in accordance with the terms of the new amortization schedule and this section. Any amounts prepaid may not be re-borrowed.

8. If the Borrower defaults in the payment of any instalment of combined (blinded) principal and interest at any time appointed for payment thereof, the Borrower shall, until such overdue principal and/or interest amount(s) has/have been paid in full, pay to FCM interest on the principal and interest that is then outstanding at an annual rate of: **[Instruction: insert the rate determined pursuant to Section 6 of Schedule B of the Financing Agreement]**, calculated from the date of such default.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days, as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Ottawa, Ontario, are not authorized or obligated by law or executive order to be closed (an "Business Day"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.
11. The Debentures are transferable or exchangeable at the office of the Regional Treasurer of the Borrower upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Borrower and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Borrower shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Borrower with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Borrower in its discretion; and (c) surrendered to the Borrower any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same

maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures shall be borne by the Borrower. When any of the Debentures are surrendered for transfer or exchange to the Regional Treasurer of the Borrower shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Borrower. Where new Debentures are issued in substitution in these circumstances the Borrower shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is Borrower mailed or otherwise delivered to the registered address of such registered holder. If the Borrower or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day then such notice may be given on the next following Business Day.
17. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Ottawa, Ontario time.
18. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.



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Schedule "C" Amortization Schedule

August 13, 2024

Via email: premier@ontario.ca

Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1
Dear Mr. Best:

**RE: Request for the Provincial Government to Recognize the Physician Shortage
in the Township of Lake of Bays**

Please be advised that the Council of the Corporation of the Township of Lake of Bays, at its last regularly scheduled meeting on August 13, 2024, passed the following resolution,

“Resolution TC-206-2024

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years;

AND WHEREAS it has become increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario;

AND WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years;

AND WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine.

AND WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022;

AND WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada,

AND WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays urge the Province of Ontario to recognize the physician shortage in the Township of Lake of Bays and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

Carried.”

Sincerely,



Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
Director of Corporate Services/Clerk.

CS/lv

Copy to:

Hon. Sylvia Jones (Ontario Minister of Health) - sylvia.jones@ontario.ca
Dr. Kieran Moore (Chief Medical Officer of Health) - Kieran.Moore@ontario.ca
Association of Ontario Municipalities (AMO) amopresident@amo.on.ca
Ontario Medical Association (OMA) – info@oma.org
MPP, Graydon Smith - graydon.smith@pc.ola.org
MP, Scott Aitchison Scott.Aitchison@parl.gc.ca
All Area Municipalities

NOVÆ RES URBIS

GREATER TORONTO & HAMILTON AREA

WEDNESDAY,
AUGUST 14, 2024

Vol. 27
No. 32

- 2 GETTING ATTAINABLE HOUSING IN ORDER
Simcoe County Releases Attainable Housing Strategy
- 4 CHANGES ON THE HORIZON?
Brightwater Team Seeking to Increase Housing Density for Mississauga Community

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arcadis.com
planning_design@arcadis.com

■ MZO REQUEST COULD BRING THOUSANDS OF HOMES, CONVEY SIGNIFICANT GREENBELT AND PARKLAND TO MARKHAM

OPENING THE DOOR TO NEW INFRASTRUCTURE

Matt Durnan

The City of Markham is taking steps to expedite a significant development proposal that would transform a large greenfield site with thousands of residential units and potential retail space, while conveying more than 100 acres of land to the City for the development of a new sports park, and protecting the site's Greenbelt land.

At its July 17 meeting, Markham city council adopted staff recommendations to support **Treasure Hill Developments'** Minister's Zoning Order (MZO) request to the Minister of **Municipal Affairs and Housing** to rezone a roughly 100-hectare site at 11120 and 11274 Highway 48 in Markham to permit the development of nearly 2,100 new homes.

Treasure Hill purchased the roughly 100-hectare piece of property in northeast Markham in 2023, and soon after the purchase, in the fall of 2023, sought to expedite rezoning of the land through the **Province of Ontario's** Community Infrastructure and Housing Accelerator (CIHA)

tool. The CIHA functioned in a fashion similar to a Minister's Zoning Order (MZO), allowing municipalities to expedite rezoning requests while securing important pieces of community infrastructure from development applicants.

However, the Ontario government's introduction of

Bill 185, *Cutting Red Tape to Build More Homes Act, 2024* repealed the CIHA provisions in the *Planning Act* and set out a new framework that established the processes and criteria for how MZO requests would be considered by the province going forward.

CONTINUED PAGE 9 ■



Concept plan for the lands at 11120 and 11274 Highway 48 in Markham where Treasure Hill Developments is proposing to develop nearly 2,100 new homes, including single-detached, stacked and street town-houses. The residential component of the development would be on the northern portion of the site. Treasure Hill has agreed to convey to the City 29 hectares of Greenbelt land (west side of site, highlighted green) and 16 hectares of land at the southern portion of the site for a community-wide sports park.

SOURCE: CITY OF MARKHAM
PLANNERS/CONSULTANTS: LANDSCAPE PLANNING LTD., MALONE
GIVEN PARSONS, SCS CONSULTING GROUP LTD.

UPCOMING DATES

AUGUST

- 14 Barrie General Committee, 7:00 p.m.
Barrie Council, 8:00 p.m.
Brampton Council, 9:30 a.m.
Caledon General Committee, 2:30 p.m.
Georgina Council, 9:00 a.m.

Innisfil Council, 7:00 p.m.

- 16 Hamilton Council, 9:30 a.m.
26 Halton Hills Council, 3:00 p.m.
27 Caledon Council, 7:00 p.m.

SEPTEMBER

- 3 Ajax Community Affairs & Planning Committee, 1:00 p.m.
Aurora Committee of the Whole, 7:00 p.m.
Caledon Planning & Development Committee—Public Meeting, 7:00 p.m.
Durham Region Planning & Economic Development Committee, 9:30 a.m.
King Council Public Planning Meeting, 6:00 p.m.
Markham Development Services Committee, 9:30 a.m.
Mississauga Planning & Development Committee, 6:00 p.m.
Pickering Planning & Development Committee, 7:00 p.m.
4 Brampton Committee of Council, 9:30 a.m.
Hamilton General Issues Committee, 9:30 a.m.



SIMCOE COUNTY RELEASES ATTAINABLE HOUSING STRATEGY TARGETING THE PRIVATE MARKET

GETTING ATTAINABLE HOUSING IN ORDER



Lana Hall

Simcoe County is taking steps to prioritize the creation of more attainable housing, housing for a demographic that is being increasingly pushed out of both the rental and home ownership markets, yet still does not qualify for many of the affordable housing projects Simcoe has spearheaded over the past decade. With the release of a new action plan, the County hopes to find solutions for housing its middle-income earners, many of whom hold critical jobs within the community, such as in healthcare, teaching, or hospitality.

Last month, **Simcoe County** council approved the Housing Attainable Supply Action Plan (Housing ASAP), a plan intended to identify tools and strategies for both the County and its lower-tier municipalities to increase the supply of attainable housing provided by the private market

over the next five years.

Attainable housing is defined as market-provided housing that is affordable for households with incomes between 80 - 120 per cent of the County's median household income. The Housing ASAP report, created for the County by **N. Barry Lyon Consulting (NBLC)**, recommends prioritizing four actions to increase the supply of attainable housing in Simcoe County. These include creating both a "candidate site" catalogue and a development navigator program, which would act as a "concierge service" and help developers navigate the municipal development process more easily, similar to a housing secretariat office. It also recommends encouraging lower-tier Simcoe municipalities to update their planning frameworks to support new housing development and fast-track priority attainable housing projects.

Some additional action items were also suggested, including advocating for the use of "off-the-shelf" or modular housing material use in these projects, and advocating for homeowners to undertake development of accessory dwelling units on their properties.

Though many Ontario regions and municipalities have focused policy efforts on incentivizing the development of affordable and supportive housing for low-income populations, the rising cost of housing has increasingly pushed many middle-income earners out of the housing market too, says NBLC associate **Josh MacLeod**.

"...It's the teachers in our communities, our nurses, our restaurant workers, it's people who are core members of all of our communities, and without them, our communities wouldn't

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ATTAINABLE HOUSING

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function very well,” he says. “They’re a group that, unfortunately, we now need to be considering when it comes to creating housing strategies.”

In the **City of Orillia**, for example, which partnered with the County of Simcoe on the Housing ASAP project, there are no housing types attainable to households that earn less than \$176,713 per year. The average homeowner household income in Orillia is \$88,275 per year. Based on this data, the target price for attainable home ownership would be between \$214,902 and \$310,657. But in Simcoe County, just under three per cent of homes on the market sold for less than \$400,000 in 2022. While home resale prices have increased up to 219 per cent over the past decade, incomes have not followed—increasing by a mere 37 per cent over the same period. Rental unit development has been stagnant throughout Simcoe County, and what little rental stock does exist has been increasing in price as well, MacLeod told Orillia City council at a July 15 meeting where the Housing ASAP plan was first tabled.

“That really does paint a picture in terms of the issues that we’re dealing with in Orillia and how much these types of initiatives and plans are needed,” said **City of Orillia** ward 3 coun-

cillor **Jay Fallis** at the July 15 meeting. “It does show how out of reach some of this housing is for a lot of people.”

MacLeod says Simcoe County staff—who recently released the final annual report card for the County’s housing and homelessness prevention strategy and are in the process of developing a new ten-year strategy—wants the Housing ASAP strategy to focus on action items that would spur the private market to invest in attainable housing projects. The County would prefer to focus more of its budget and resources on incentive programs for affordable housing, which is more challenging for the private market to build because of the subsidies required, says MacLeod.

“With lower-income housing, the subsidies are so much deeper. We’re talking 300 or 400,000 dollars per unit, maybe even more. Whereas on the attainable side, it tends to be closer to 90 or 100 or 120,000 dollars a unit, which is still sig-

nificant, but not quite as deep,” he told *NRU*.

“...So we focused on other things relating to planning policy and process changes to make it easier for the market to deliver that attainable housing. The [private] market will potentially provide attainable housing; traditionally they have housed our middle-class households, whereas the market has never delivered low-income housing, and we shouldn’t expect them to in the future.”

For its part, Simcoe County staff believe the success of this plan will be determined by uptake among the development community.

“We really wanted to look at what the County can do from a planning and process and legislative perspective to be able to work with our developers to provide market housing in a more affordable and streamlined fashion,” Simcoe County chief planner **Nathan Westendorp** told *NRU*.

“[Ideally] you would see areas that are identified for growth and development become shovel-ready more quickly and permits delivered faster ... so we can bring forward what we need to build.”

While the action items were designed to meet Simcoe’s spe-

cific goal of attainable housing, MacLeod says many of them could be used to build other types of targeted housing a community might need, such as student housing, seniors’ housing or workers’ housing.

“Things like policy reform and process changes, because they’re targeted at market-based developers, as opposed to below-market developers, those are the ones that are likely to yield results.”

County staff are expected to prepare an implementation report based on the Housing ASAP report and present it to Simcoe County council for consideration before the end of 2024. 🌱

Infographic showing the “housing continuum.” Simcoe County recently approved its the Housing Attainable Supply Action Plan (Housing ASAP), a plan intended to identify tools and strategies for both the County and its lower-tier municipalities to increase the supply of attainable housing provided by the private market over the next five years. While the County has a separate plan for affordable and supportive housing projects, the Housing ASAP plan focuses on housing for middle-income earners who may still struggle to afford housing. The plan focuses on the section of the continuum outlined in red.

SOURCE: SIMCOE COUNTY



CHANGES ON THE HORIZON?



Matt Durnan

A suite of changes proposed for a master-planned community in Mississauga's Port Credit neighbourhood would bring hundreds of additional new homes to the area through increased building heights and the removal of townhouse blocks in favour of mid and high-rise buildings.

At its July 29 meeting, Mississauga planning and development committee received an information report on a **Port Credit West Village Partners Inc.**'s application to amend the Port Credit Local Area Plan Special Site Policy. The development consortium is seeking to make a series of changes to three blocks [Blocks P, Q and U] of the development proposal near the southern section of the large master-planned Brightwater community.

The overall development plan for the entire Brightwater community was approved through a settlement agreement between the **City of Mississauga** and Port Credit West Village Partners in 2019. The agreement would bring nearly 3,000 new homes to the area across numerous new buildings (See: "From Brownfield to Brightwater",

Novae Res Urbis GTHA, December 18, 2019).

Development is already underway in parts of the northern section of the Brightwater community nearest Lakeshore Road, including construction of a seven-storey mixed-use affordable rental housing building at the corner of Lakeshore Road and Mississauga Road (See: "Building a Brightwater Future", *Novae Res Urbis GTHA, June 21, 2023).*

Many of the southern development blocks on the

site however are still vacant, and with the ever-changing development landscape over the past five years, the landowners are now seeking to make some changes on the fly in order to bring more housing to the site.

"No decision has been made yet as the report at planning and development [on July 29] was just for information. The Brightwater team submitted official plan amendment application; because the official plan has a special site [Port Credit Local Area Plan] that was approved as part of the

whole exercise in 2019, that applies to the site," City of Mississauga lead planner **David Ferro** told *NRU*.

"So what they want to do is change the heights that are allowed in the official plan, the total dwelling units, and also sort of tinker with the second floor permissions of the campus block [Block U], which is supposed to be this unique, public-functioning part of the master plan."

The height permissions being sought by Port Credit West Village Partners would increase the maximum building heights in Block P from 29 storeys to 35 storeys, while also bringing built form changes to Block Q, removing a proposed townhouse block to develop two apartment buildings standing

CONTINUED PAGE 5



Aerial image showing the location of the Brightwater masterplanned community lands in Mississauga's Port Credit neighbourhood where Port Credit West Village Partners Inc is seeking an official plan amendment on Blocks P, Q and U. The official plan amendment would amend the Port Credit Local Area Plan Special Site Policy for the blocks indicated, allowing taller building heights on Blocks P and Q, while permitting residential uses on the second floor of the four buildings planned in Block U.

SOURCE: CITY OF MISSISSAUGA

CHANGES ON THE HORIZON?

CONTINUED FROM PAGE 4

29 and 15 storeys, along with a six-storey mid-rise building.

The official plan amendment application would also re-orient the building locations in Block Q, while seeking to permit residential uses on the second floor of the four proposed buildings in Block Q that would range in heights between nine and 19 storeys.

All told, the suite of proposed changes would bring about an increase of 898 residential units in Blocks P, Q, and U of the Brightwater community, bringing the overall total for the entire site up from

2,995 to 3,893 dwelling units.

While blocks P and Q would see some change to the physical built form with taller buildings and the removal of townhouse blocks in favour of larger multi-unit housing built forms, the changes proposed for the “Campus Block” [Block U] are perhaps most indicative of the changing development landscape and the declining market for non-residential—particularly office space.

The previously approved plan called for non-residential uses within the first two floors of the buildings in Block U and did not permit residential uses on those floors, but that

approval happened in a pre-COVID world when there was far higher demand for office and/or retail space within mixed-use buildings.

“It’s certainly not foreign to Mississauga to have second-storey retail and even in some cases, third-storey non-residential, and I think in this case, that was something that we tried to protect for the campus block, was to have second-storey commercial and office space,” Ferro said.

“At that time [2019], we thought it was the most prudent thing to do. The purpose of that campus block is to have public function and invite people down from the top of the parcel, down to the waterfront, and we thought this was something that would help facilitate that. It’s the same story with everything else, that this was five years ago, and the landscape has changed, and

now the Brightwater group has expressed some concerns with having flexibility to play with uses on the second storey.”

This does not mean that there will be no commercial or office space within the bottom two floors of the buildings in the campus block, but rather affords developers with the flexibility to build what the market dictates, whether it be two-storey residential on the ground floor, two-storey commercial, or non-residential at grade and residential on the second storey.

“What the applicant is looking to do is they’re not seeking to add GFA (gross floor area), it’s looking to move some of that commercial GFA over to residential,” Mississauga ward 1 councillor **Stephen Dasko** told *NRU*.

“Their argument is that coming out of the pandemic, they’re just not seeing the demand for commercial and retail like they had seen before, so why not move some of that over for residential.”

Dasko says that it has been nothing short of incredible to

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Renderings comparing Port Credit West Village Partners’ previously approved plans for the Brightwater lands in Mississauga (top left) with their updated application (bottom right) that seeks to increase building heights to accommodate the development of nearly 900 additional housing units to three blocks (P and Q; U building heights would remain the same, but would permit residential uses on the second floor of the planned buildings) near the waterfront. The applicant’s proposed changes would increase maximum building heights from 29 to 35 storeys in Block P, doing away with the previously proposed townhouse blocks and replacing them with apartment buildings and a mid-rise building in Block Q, and adding residential permissions within the second storey of buildings in Block U (four buildings shown at bottom right of rendering)

SOURCE: CITY OF MISSISSAUGA
ARCHITECT: GIANNONE PETRICONE ASSOCIATES

Rendering associated with previous approvals.



Updated rendering submitted with subject application.

CHANGES ON THE HORIZON?

CONTINUED FROM PAGE 5

see the Brightwater plans take shape, as the 28-hectare site was once home to an oil refinery operated by **Texaco Canada** and required significant remediation, work that Dasko thought might never happen, leaving the city with a barren eye sore near its waterfront.

“I never thought anything would be built on this, let alone a clean, green, sustainable complete community like this,” Dasko said.

“We’ve got 18 acres of parkland and green space baked into this, some of the original blocks are already underway and we have two condos that people are already living in and another block underway. There are townhouses that are supposed to be occupied by later this fall. We have commercial that’s starting to open up here as well, we have a **Farm Boy**, a **Rexall**, there’s a pet store and dental office in

there, and LCBO is going to be opening as well.”

Roughly one quarter of the Brightwater master plan has already been built out over the last five years, which plays further into the applicant seeking to increase housing unit numbers now on the vacant blocks where development has not yet started, as they can’t go back and add units to what has already been completed.

“For all intents and purposes, I don’t know if they [Port Credit West Village Partners] will be coming in for

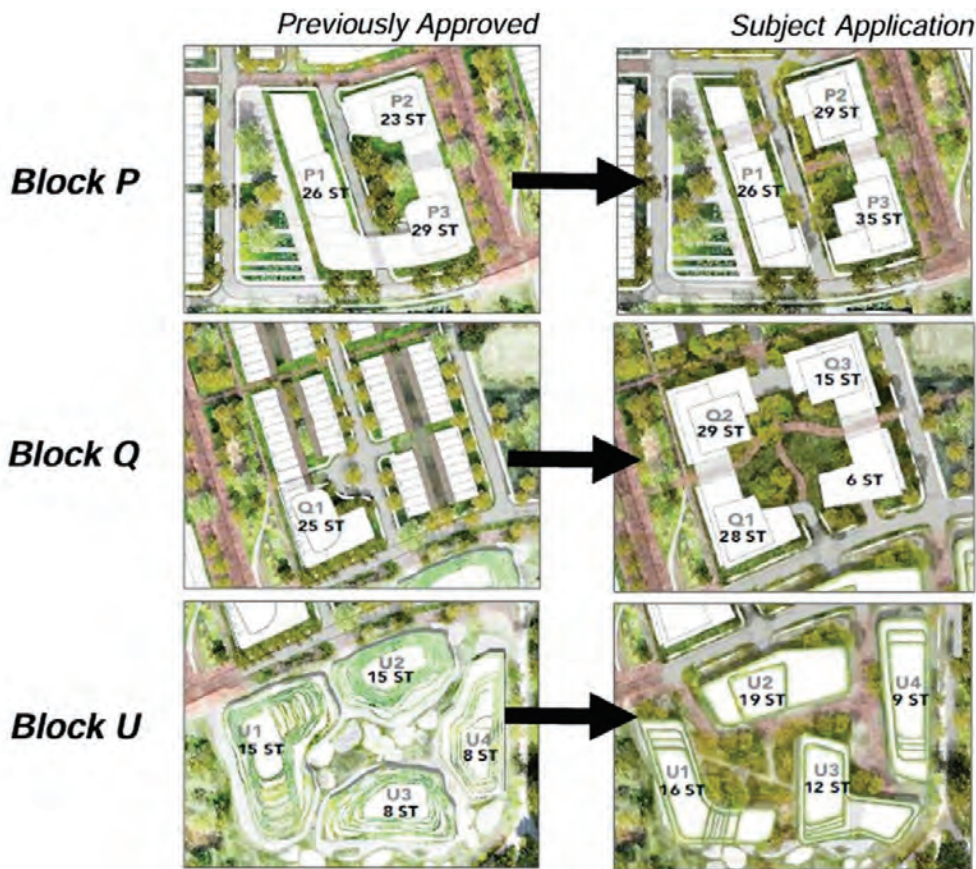
a future application, but they have certainly communicated that this is something that reflects a way forward in terms of building those future blocks, and this is something that works for them,” said Ferro.

“Who knows what they may do in the future, but certainly from their communications, this arrangement helps them move forward on the future blocks.”

Ferro says that he expects that the applicants will make a resubmission sometime in the fall, with staff providing a recommendation report on the official plan amendment application at that time. 🌱

Concept site renderings for Blocks P, Q and U within the Brightwater masterplanned community in Mississauga. The renderings on the left show the previously approved building heights and building orientations, while the renderings on the right show Port Credit West Village Partners’ proposed changes to each of the three blocks as indicated in their official plan amendment application.

SOURCE: CITY OF MISSISSAUGA
ARCHITECT: GIANNONE PETRICONE ASSOCIATES



■ THREE RESIDENTIAL TOWERS AND TWO BLOCKS OF TOWNHOMES
PROPOSED FOR MARKHAM NEIGHBOURHOOD

SCALING NEW HEIGHTS IN CORNELL CENTRE



Lana Hall

A three-tower proposal will bring market-rate condominium units, townhomes and affordable housing to Markham's Cornell Centre, an area long marked for growth that hasn't quite lived up to its potential, according to both City staff and local politicians.

At its July 16 meeting, the City of Markham's Development Services Committee approved official plan and zoning by-law amendment applications submitted by Springhill Homes for a residential development at 7128, 7170 and 7186 Highway 7 East, on a parcel of mostly vacant land running through the middle of Cornell Centre in east Markham.

Springhill proposes to develop three residential towers of 21, 24 and 27 storeys, as well as two blocks of four-storey stacked townhomes on the site. In total, the development will accommodate 888 new residential units—840 within the towers and 44 within the townhome blocks. A portion of these dwelling units will be designated as affordable housing, but City staff say the

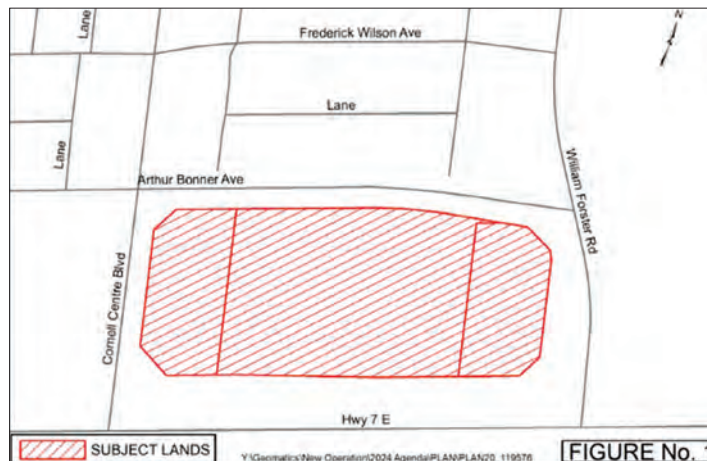
municipality is still working with the developer to finalize the number and configuration of these units, which are mandated as part of the City's "Housing Choices: Markham's Affordable and Rental Housing Strategy", released in 2021.

The site's historic Francis

Pike House, which was built in 1875 and is protected under the *Ontario Heritage Act*, would be retained in situ and used for amenity space within the new development. Three levels of underground parking are proposed, accommodating a total of 1,115 parking

spaces, of which 998 would be reserved for building residents. The proposed development would also include 0.16 hect-

CONTINUED PAGE 8 ■



Location map showing the site at 7128, 7170 and 7186 Highway 7 East in Markham's Cornell Centre neighbourhood where Springhill Homes is proposing to develop three residential towers and two blocks of four-storey stacked townhomes. The development will bring a total of 888 new residential units to the area. A portion of these dwelling units will be designated as affordable housing. The development is just one of several that are expected to transform Cornell Centre, a pocket of land in Markham that is targeted for intensification.

SOURCE: CITY OF MARKHAM



Rendering of Springhill Homes' proposal for 7128, 7170 and 7186 Highway 7 East in Markham's Cornell Centre neighbourhood. The proposed development, which will front onto Highway 7 East, will bring three towers of 21, 24, and 27 storeys to the site containing a total of 840 condominium units, in addition to two blocks of townhomes accommodating 44 new residential units. The site's historic Francis Pike House, which was built in 1875 and is protected under the *Ontario Heritage Act*, would be retained in situ and used for amenity space within the new development.

SOURCE: CITY OF MARKHAM
ARCHITECT: GRAZIANI + CORAZZA ARCHITECTS

NEW HEIGHTS IN CORNELL CENTRE

CONTINUED FROM PAGE 7

ares of parkland along the eastern border of the property.

The development site, located on the north side of Highway 7 East between Cornell Centre Boulevard and William Forster Road, was previously zoned to permit apartment buildings of up to 12 storeys. The approved zoning by-law amendment will permit the proposal's increased heights and certain site-specific elements, including setbacks and parking allocation. The official plan amendment will allow residential uses at grade, which was not previously permitted within apartments.

Though most of the Cornell area is already built up, the lands along Highway 7 East represent a portion of Cornell Centre—a pocket roughly bound by Highway 407 to the south, Ninth Line to the west, Church Street to the north, and Reesor Road to the east—that is still seeking density. As part of both provincial and municipal housing goals, Cornell Centre is expected to accommodate a minimum of 160 people and jobs per hectare by 2051 based on its location within a Major Transit Station Area (MTSA) surrounding the Viva bus terminal at Highway 7 East and Ninth Line.

"You'll see Cornell Centre shifting to higher-density

developments, and a different type of built form than was originally contemplated because we are mandated under this MTSA to reach a certain [density] target," says City of Markham east district development manager **Stacia Muradali**.

Cornell Centre has had a secondary plan in place since 1995, which designated it as a key area for intensification, but the centre hasn't quite lived up to its potential, says City of Markham Ward 5 councillor **Andrew Keyes**.

"Cornell was always supposed to be mixed-use, walkable, live-work-play, all of those New Urbanism buzzwords. It didn't quite materialize," Keyes told *NRU*.

The reason for this, he believes, is a combination of landowners' hesitation to develop their land due to market conditions, and planning policies that advocated for density while still prioritizing ground-related development.

"...There was still a lack of population density to really support small businesses and even jobs. Commercial [buildings weren't] developed ... Many of the promises of new urbanism didn't materialize because there weren't places developed to walk to. I'm delighted that we're finally getting

there. It's been a little bit frustrating for the "pioneers" that live there, and for many years they have had to get into their cars and drive off to do their shopping and to go get a coffee."

A revised secondary plan for Cornell Centre is currently under development by the City of Markham, but the challenge now, says Muradali, will be building the level of infrastructure and transit needed to serve the future population of Cornell Centre secondary plan area, which has seen an increase in approved development applications beyond the one from Springhill Homes—with almost 6,000 new residential units proposed in total. The infrastructure build-out needed to support that coming population will require support from other levels of government.

"The infrastructure and transit has to catch up," says Muradali, noting that the Viva bus line currently terminates at the western edge of Cornell Centre, leaving much of east Markham underserved by

transit. "We're leaving it up to the politicians and to transportation staff to work with the external agencies to try and get increased transit in the area."

Improving the level of transit service will be critical to seeing developments in Cornell Centre—like the one proposed by Springhill Homes—finally live up to their community potential, says Keyes.

"That's a key piece of infrastructure that will justify and permit the higher density in the east end of Markham." 🌱

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NEW INFRASTRUCTURE

CONTINUED FROM PAGE 1

“Right when we were sort of getting to a finish line with working with staff and bringing everything public, that’s when the provincial government got rid of the CIHA process altogether and reintroduced a new MZO framework,” Treasure Hill vice president of strategic initiatives and investments **Joran Weiner** told *NRU*.

After the removal of the CIHA tool, Treasure Hill came before Markham development services committee on May 7, 2024, detailing a community infrastructure plan for its residential proposal and seeking support for an MZO that would expedite the development of nearly 2,100 new homes while conveying a significant portion of the Highway 48 site into municipal ownership.

That conveyance of 40.35 acres (16.3 hectares) for parkland and the potential development of a massive community sports complex, along with conveying 69 acres (29 hectares) of Greenbelt land into public ownership was the basis of Markham council’s support for Treasure Hill’s MZO request to the province.

“Our support for this is on the condition that these conveyances would happen. There will be a commercial agreement that is being written

up. And this land conveyance won’t happen after the homes are built, it will be sooner rather than later. That’s the deal that is being structured,” Markham Mayor **Frank Scarpitti** told *NRU*.

In other words, the more than 100 acres of land that will be conveyed to the City will not be contingent upon Treasure Hill completing the development of the nearly 2,100 homes that are proposed. Rather, the land conveyance will occur early in the process to

give the City the opportunity to start planning and developing the parkland as quickly as possible.

“We obviously want them to deliver on the housing. But if between their [Treasure Hill’s] resources and any external agencies or anything that they may run into down the road, [something goes awry], that’s their problem. We will get the conveyance of these public lands, which will be very critical to us,” Scarpitti said.

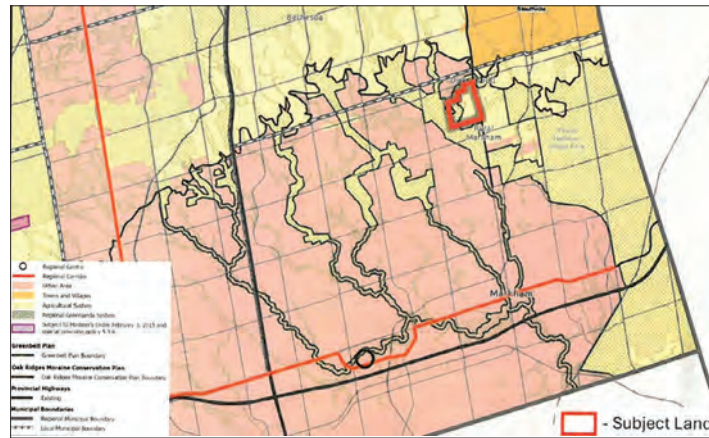
The roughly 16.3-hectare parkland conveyance is the cornerstone of the development proposal. That parkland will be programmed as a citywide community sports park that could include sports fields for cricket, soccer, and baseball. The conveyance is nearly

quadruple the amount of land that would typically be required to satisfy a developer’s parkland obligations outlined in Bill 23, *More Homes Built Faster Act, 2023*.

“This is also to respond to a direct need from the community that came up in 2019 in Markham’s Leisure Master Plan that identified the need of all of these facilities in advance of growth,” Weiner said.

“Typically, the park would be done afterwards, so this was a unique opportunity to

CONTINUED PAGE 10



Map showing the location of the site at 11120 and 11274 Highway 48 in Markham where Treasure Hill Developments is proposing to develop nearly 2,100 new homes and to convey 16.3 hectares of parkland and 29 hectares of Greenbelt lands to the City. Markham city council recently endorsed Treasure Hill’s request to support a Minister’s Zoning Order (MZO) application to expedite rezoning of the site.

SOURCE: CITY OF MARKHAM



Concept site plan of a proposed community-wide sports park in Markham. Treasure Hill Developments has agreed to convey 16 hectares of land to the City of Markham for the development of a new sports park as part of its MZO request to the province to expedite rezoning of the lands at 11120 and 11274 Highway 48. The sports park would include sports fields for cricket, baseball and soccer, along with indoor tennis courts and a pedestrian network. To the west of the park is a large swath of Greenbelt lands (29 hectares) that Treasure Hill would also be conveying to public ownership. Treasure Hill’s proposal also includes a school block and potential retail/commercial uses to the north of the park.

SOURCE: CITY OF MARKHAM
PLANNERS/CONSULTANTS: LANDSCAPE PLANNING LTD., MALONE GIVEN PARSONS, SCS CONSULTING GROUP LTD.

NEW INFRASTRUCTURE

CONTINUED FROM PAGE 9

get a large swath of land that is contiguous that could actually accommodate some of these facilities for soccer and for cricket. Those facilities can all shift and change, this isn't a final plan."

Another significant piece of the proposed development and its accompanying conditions is the conveyance of a large piece of Greenbelt land to the City of Markham, which would protect nearly 30 hectares of land from development for as long as it is under public ownership.

"An important part of this conveyance is that this puts this Greenbelt land into public ownership, which is an added level of Greenbelt protection, so this is protected in perpetuity," Weiner said.

"So if 30 years from now, another government decides that they want to take another crack at changing the Greenbelt, there's no changing this section here. So that's why it's important to note that this is being put into public ownership."

The remaining roughly 55 hectares of land would accommodate nearly 2,100 new homes, all ground-related housing in the form of single-detached, stacked and street townhouses, with much of the parking for the medium-density

portion of the development (townhouses) proposed to be located underground in order to maximize the number of units that can be built on the property.

"It's likely going to be primarily underground parking so that you can get a very good unit-per-acre without having to build high-rises because the market for high-rises isn't that great right now. It's a fairly intense community, but all in ground-oriented forms," said Weiner.

The proposal also includes a six-acre school block, and Treasure Hill's requested rezoning also includes provisions for potential retail/commercial uses at the south side of the site, near the parkland that would one day be home to the community sports park.

While the housing proposed for the site would give a strong push towards Markham's housing pledge goal of building 44,000 new housing units in the city by 2031, Scarpitti says that the biggest reason for his support of Treasure Hill's MZO request is the land conveyances that will be crucial in establishing the much-needed sports park.

"This certainly opens the door for [more housing], but you have to keep in the context

that the MZO provides the zoning, but it's just one piece of a multi-layered process to getting those new homes built and getting families living in those homes," Scarpitti said.

"There's still infrastructure to be put in place. This is why this particular arrangement has been very critical to get that public conveyance earlier in the process rather than later because we have a pent up demand for so many of these sports. It's not just the demand, but we want to build facilities that will allow our sports organizations to have high-performance programs and they need facilities of a certain calibre to sustain their accreditation. So it's not just

getting the land, it's about the types of facilities that will be built there as well." 🌟



ASSOCIATE DIRECTOR, DEVELOPMENT (On-Site)

KingSett Capital ("KingSett") is Canada's leading private equity real estate investment business co-investing with institutional and ultra-high net worth clients. Founded in 2002, KingSett has raised over \$12.5 billion of equity for its Growth, Income, Urban, Mortgage and Affordable Housing strategies. KingSett has \$18 billion of assets under management in a portfolio of \$19 billion. KingSett's Funds have outperformed their competitive sets with its Growth Funds in the 1st Quartile global set of private equity real estate funds for each of their years of formation.

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IN BRIEF

Milton seeking feedback on draft official plan

The **Town of Milton** is undertaking review of its official plan We Make Milton to update it to manage growth and development in the town until 2051. The new draft official plan proposes a number of policy directions to help guide sustainable growth and contribute to the formation and maintenance of livable communities. These include:

- Focusing future population and job growth within strategic areas with a mix of land uses.
- Making Milton's downtown a lively and distinctive destination for the entire community.
- Creating uptown as an innovative town centre that will support transit and pedestrian access with a mix of amenities, jobs, homes, land uses and modes of transportation.
- Protecting farmland and farm operations, supporting growth and vitality of the hamlets.
- Protecting and enhancing the town's natural environment.
- Ensuring accessible and convenient transportation options for all.
- Supporting housing options that will meet the diverse needs of existing and future residents.

- Welcoming a wide variety of job types.

This draft document provides a first set of high-level new official plan policies, with more detailed land use policies to come in future months.

Members of the public are invited to read reports connected with the official plan review, to review draft sections of the new official plan, to offer feedback on the project, and/or to attend a virtual open house on the draft official plan online at 11:00 a.m. on Thursday, August 22. For more information on the We Make Milton official plan review, please visit the Town of Milton website [here](#). To register in advance for the We Make Milton: Draft Official Plan Part 1 virtual public engagement session, please visit the Town website [here](#). An in-person public engagement session is scheduled for Thursday, September 12 at 6:00 p.m. in the Milton Room at Milton Town Hall.

Markham seeking input on 20-year urban forest management plan

The **City of Markham** is developing its first 20-year urban forest management plan to provide strategic guidance on how best to manage all public and privately owned trees, soils, and community ecosystems in Markham to

enrich the urban forest's numerous environmental, social, health, and economic benefits.

Members of the public are invited to participate in the development of the plan by participating in an online survey. To learn more about the parameters of the City's developing urban forest management plan, please visit the City of Markham website [here](#). To participate in the City of Markham Urban Forest Management Plan survey, please visit the SurveyMonkey website [here](#).

Markham seeking input on vision-zero road safety plan

The **City of Markham** is in the process of developing a comprehensive five-year road safety plan in response to the persistent problem of collisions on Markham roads that have resulted in significant injuries and fatalities, and have involved drivers, pedestrians, and cyclists. While the City has a number of road safety initiatives in place, including the Speed Management Program and the Active School Travel Program, it is seeking to develop a new, holistic approach to managing road safety. The Vision-Zero Road Safety Plan aims to eliminate traffic fatalities and serious injuries by implementing a data-driven safe system

approach that will build on existing road safety initiatives and enhance road safety for all road users, no matter what mode of travel they use.

Members of the public can participate in an online survey on the City of Markham Road Safety Plan by visiting the Survey Monkey website [here](#) until Sunday, September 8. For more information on the City of Markham Vision-Zero Road Safety Plan, please visit the City of Markham website [here](#).



COMMITTEE AGENDAS



HALTON

Northeast Oakville mid-rise buildings proposed

At its August 12 meeting, **Oakville** Planning & Development Council considered a [public meeting report](#) regarding a rezoning application by **Mattamy (Joshua Creek) Ltd.** for lands at the northeast corner of Dundas Street East and William Cutmore Boulevard. Mattamy proposes to develop the lands with numerous mid-rise apartment buildings of up to 12 storeys in

height, approved in previous years. A new rezoning application has been submitted to the Town to remove the floor space index (FSI) requirement for the site to conform with the North Oakville East Secondary Plan, as modified by Official Plan Amendment 321, and to clarify that the lands are to be considered as one block for zoning purposes.



HAMILTON

Approval recommended for Hamilton mid-rise development

At its August 13 meeting,

Hamilton Planning Committee considered a [final report](#) recommending approval of a rezoning application by **James Barton LLP** for 309 & 325 James Street North. The applicant proposes to adaptively re-use an existing three-storey heritage building and to develop a new 12-storey mixed-use building on the site containing 296 square metres of retail space and 127 residential units above.

Approval recommended for Rymal Road mid-rise development

At its August 13 meeting, **Hamilton** Planning Committee

considered a [final report](#) recommending approval of official plan and zoning by-law amendment applications by **1121209 Ontario Inc.** for 2064 & 2070 Rymal Road East. The applicant proposes to develop a 10-storey mixed-use building containing 1,020 square metres of commercial space and 227 residential units above.

Approval recommended for Waterdown townhouses

At its August 13 meeting, **Hamilton** Planning Committee considered a [final report](#)

CONTINUED PAGE 13





7.3 ACRES ZONED FOR OPEN STORAGE AND TRUCKING TERMINAL¹

CBRE's Land Services Group on behalf of MNP Ltd., in its capacity as the Court Appointed Receiver of 1000088317 Ontario Inc., is pleased to offer for sale a 7.3-acre property, currently zoned for open storage and a trucking terminal. Municipally located at 11553 Tenth Line in Halton Hills, the site is currently utilized for heavy equipment parking including a truck terminal and depot and contains both a ±2,880 sq. ft. modular building and a ±4,158 sq. ft. Quonset.

The property was formerly designated as M1 – General Industrial Zone under Zoning By-law 74-51 which permits a depot or terminal for trucks, and open accessory storage. Given that a terminal for trucks has been operational since the former by-law was in effect, the existing use of a transportation terminal is a legal non-conforming use. Additionally, there is heavy power and a sub-station on-site. Halton Hills Hydro records indicate the capacity of the substation transformer on site is 1500kVA and that the low voltage service is a 3 wire 600V Delta.

The site's permitted uses and industrial exception presents an excellent opportunity for trucking companies requiring outdoor storage such as a trucking terminal, situated just outside of Georgetown's urban area.

OFFER SUBMISSION DATE TO BE ANNOUNCED

CLICK TO VIEW BROCHURE

MLS #W9244740

Lauren White*
Executive Vice President
+1 416 495 6223
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Emelie Rowe*
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Sales Associate
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11553 TENTH LINE, HALTON HILLS

¹Legal Non-Conforming Uses as per Former By-law 74-51

All outlines are approximate | www.cbre.ca/mcslg | CBRE Limited, Brokerage | 2005 Sheppard Ave. E., #800, Toronto, ON M2J 5B4

**Sales Representative *Broker

COMMITTEE AGENDAS

CONTINUED FROM PAGE 12

recommending approval of official plan and zoning by-law amendment applications by **Hawk Ridges Homes Inc.** for 173 & 177 Dundas Street East. The applicant proposes to amend the West Waterdown Secondary Plan to permit 18 townhouses on a condominium road.

[Approval recommended for Stoney Creek development](#)

At its August 13 meeting,

Hamilton Planning Committee considered a [final report](#) recommending approval of official plan and zoning by-law amendment applications by **SS Stoney Creek Inc.** for 196, 198, 200 & 202 Upper Mount Albion Road. The applicant proposes to develop a nine-storey mixed-use building containing 337 square metres of ground floor retail space and 232 residential units above.



[Approval recommended for Mount Pleasant townhouse development](#)

At its August 12 meeting, **Brampton** Planning & Development Committee considered a [final report](#) recommending approval of a rezoning application by **Mattamy (Credit River) Ltd.** for 10201 Mississauga Road. The applicant proposes to develop the lands with 103 townhouses in a mix of standard, back-to-back, and dual frontage formats.

[Approval recommended for Downtown Brampton mixed-use building](#)

At its August 12 meeting, **Brampton** Planning & Development Committee considered a [final report](#) recommending approval of an application by **Blackthorn Development Corp. – Main Street Developments Inc.** for a minor amendment to the Main Street North Development Permit System for 85 Sproule Drive. The applicant proposes to develop a five-storey mixed-use building containing ground floor commercial uses and 24 residential units above.



For Sale

Approved Residential Redevelopment Opportunity



350 BLOOR STREET EAST, TORONTO

- Total land area of 0.63 acres
- Zoning Approved for 63 Storey Mixed-Use Development with a total GFA of 528,626 sf and 806 Residential Units
- Excellent connectivity with Sherbourne Subway Station 150m east & Bloor-Yonge Subway Station 500m to the west

DAN ROGERS**

Executive Vice President
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Download CA

Download Brochure



OLT NEWS

WOODBIDGE SITE HAS DEVELOPMENT POTENTIAL, TRIBUNAL RULES

In a July 29 decision, OLT Member **T.F. Ng** ruled that appeals by developer **7553 Islington Holdings Inc.** related to its development proposal for 7553 Islington Avenue and 150 Bruce Street, in the **City of Vaughan**, should proceed to a hearing on the merits, after ruling on a threshold issue regarding whether or not the subject lands have any development potential at all.

7553 Islington Holdings had appealed its applications for official plan and zoning by-law amendments to the OLT due to the City's failure to make a decision within the *Planning Act* statutory timelines. Initially proposing to develop two buildings of 12 and 17 storeys respectively, containing a total of 490 residential units, the proposal has since been amended to seek to develop one 21-storey tower containing a total of 530 residential units.

The proposed development would require the removal of 458 trees from the site, which the Tribunal acknowledged to constitute a significant woodland, as well as excavation of the site's valley slope and construction of a large retaining structure. The City of Vaughan and the **Toronto & Region Conservation Authority** (TRCA), neighbouring landowners **Armando**

Rosano, Elisa Testa and the **Vaughanwood Ratepayers Association** are all opposed to the proposed development.

The Tribunal convened a Phase 1 hearing to consider a threshold issue, namely – can the subject lands be developed, or the site altered for development, in light of its context as a significant woodland, within a valleyland (Humber River Valley).

7553 Islington Holdings argued that the applicable land use policies and guidelines pertaining to natural heritage, slope stability, and floodplains would permit the development proposed for the lands provided various criteria were to be met. Islington Holdings disagreed with the opposing parties that the relevant land use policies and guidelines amounted to a blanket prohibition on development in light of the site's physical characteristics.

By contrast, the City of Vaughan, the TRCA, and local residents opined that the lands in question are undevelopable, and that the proposal's failure to satisfy minimum standards required by the *Provincial Policy Statement* (including sections 2.1.1, 2.1.2, 2.1.5 and 3.1.1) results in a "cascading failure across the various other applicable policy documents". Therefore, the opponents of the proposal maintained that the appeals should be dismissed, and not permitted to proceed to a merit hearing.

On considering evidence from a range of expert witnesses, the Tribunal found that the lands in question are significant woodlands, significant valleylands, may contain significant wildlife habitat, and are within hazardous lands (floodplain and erosion). However, it also noted that the Humber River Valley is neither pristine nor undisturbed, that it has been altered previously, and that there are existing pockets of development within it.

The Tribunal ruled that the appeals should proceed to a Phase 2 hearing on the merits to consider a full range of evidence and technical studies evaluating the appropriateness of the proposed development, which to be successful would require demonstration that the proposal would have no negative impacts on natural features and their ecological functions pursuant to Section 2.1.5 of the *Provincial Policy Statement*.

Solicitors involved in this

decision were **Matthew Helfand** and **Patrick Harrington** (**Aird & Berlis**) representing 7553 Islington Holdings Inc., **Raj Kehar** (**WeirFoulds**) and **Zaynab Al-waadh** representing the City of Vaughan, **Tim Duncan** (**Fogler, Rubinoff**) representing Toronto & Region Conservation Authority, and **Amber Stewart** (**Amber Stewart Law**) representing Armando Rosani, Elisa Testa, and the Vaughanwood Ratepayers Association. [See *OLT Case No. OLT-22-002608*.]

SETTLEMENT APPROVED FOR WOODBRIDGE MID-RISE DEVELOPMENT

In an August 6 decision, OLT Member **Daniel Best** allowed appeals, in part, by **5012526 Ontario Inc.** (the Developer) against the **City of Vaughan's** failure to make a decision on its official plan and zoning by-law amendment applications for lands with no municipal

CONTINUED PAGE 13

HAVE A STORY TIP OR IDEA RELATED TO YOUR MUNICIPALITY?

Send an email to pressrelease@nrupublishing.com



OLT NEWS

CONTINUED FROM PAGE 14

address known as Part of Lot 7 & 8, Concession 8, designated as Parts 3, 4, 5 & 6 on Plan 65R-32167.

The property is located in the community of Woodbridge, on the north side of Woodbridge Avenue, west of Kipling Avenue. The Developer proposes to construct two purpose-built rental apartment buildings of five and seven storeys respectively, containing a total of 238 residential units.

Prior to the hearing, the Tribunal was advised that the Developer had reached a settlement with the City and with two neighbouring landowners, **D'Aversani Holdings Inc.** and **Canuck Properties Ltd.**

The settlement with D'Aversani would: provide temporary easement rights over a portion of the Developer's site to facilitate

vehicle manoeuvring for shipping, receiving and loading operations; would limit the installation of doors, windows, balconies and other encroachments along the eastern portion of the Developer's site where it abuts the D'Aversani lands; and would secure an agreement to protect the continuing operation of the existing bakery on the D'Aversani lands.

The settlement with Canuck Properties would preserve access from the Canuck lands over the Developer's proposed driveway connection to Woodbridge Avenue.

Other features of the proposed development include provision of a 773-square-metre multi-use trail along the western edge of the property, as well as a secondary access from the north across an existing laneway and

easement associated with the condominium building at 8032 Kipling Avenue.

Planner **Adam Layton (Evans Planning)** provided evidence on behalf of the Developer, in support of the settlement. Layton gave testimony that the proposal and the implementing amendments would implement the applicable planning policy framework and would facilitate intensification of a site in proximity to existing bus rapid transit, as well as the potential future Caledon-Vaughan GO rail line.

The Tribunal accepted Layton's planning evidence and allowed the appeals, in part, approving the amendments on an interim basis, subject to the fulfillment of various conditions.

Solicitors involved in this decision were **Raj Kehar (WeirFoulds)** and **Zaynab Al-waadh** representing the City of Vaughan, **Michael Cook, Eric Flowers** and **Mark Flowers (Davies Howe)** representing 5012526 Ontario Inc., **Natalie**

Ast and Christopher Tanzola (Overland) representing D'Aversani Holdings Inc. and **Doug Pateman and Ira Kagan (Kagan Shastri DeMelo Winer Park)** representing Canuck Properties Ltd. [See *OLT Case No. OLT-23-000891.*]

ERRATUM

In the July 31 issue of *Novae Res Urbis GTHA* in the OLT News section, Patrick Harrington (Aird & Berlis)'s name was inadvertently left off the list of counsel in the write-up for Case No. OLT-22-004717. Harrington was counsel for Frontenac Forest Estates Inc. *NRU* regrets the omission.

PEOPLE

The **City of Burlington** has appointed **Curt Benson** as its new commissioner of development and growth management, effective August 14, 2024. Benson comes to Burlington after ten years at **Halton Region** serving in a

series of increasingly responsible positions, most recently serving as director of strategic initiatives and government relations and chief planning official.

City of Brantford Mayor **Kevin Davis**,

who announced in July that he would be resigning at the end of the month to take a position with the **Province of Ontario's** licence appeal tribunal, has decided to complete his term as mayor and will therefore remain in

the position for the remainder of the council term. Davis is serving his second consecutive council term as Brantford's mayor since 2018. Davis made the decision to remain after consulting with his family, members

of the community, and city staff, and in recognition of the fact that the projected cost of a mayoral by-election would be in the neighbourhood of \$600,000 and would entail a lengthy process extending to January 2025.

THE CORPORATION OF THE TOWNSHIP OF LARDER LAKE

69 Fourth Avenue, Larder Lake, ON
 Phone: 705-643-2158 Fax: 705-643-2311



MOVED BY:

- Thomas Armstrong
- Patricia Hull
- Paul Kelly
- Lynne Paquette

SECONDED BY:

- Thomas Armstrong
- Patricia Hull
- Paul Kelly
- Lynne Paquette

Motion #: 7

Resolution #: 7

Date: August 13, 2024

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

WHEREAS it has become increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors, and half of the physicians working in northern Ontario expected to retire in the next five years; and (Northern Ontario only)

WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, paramedicine, and other investments.

WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Larder Lake urge the Province of Ontario to recognize the physician shortage in the district of Timiskaming and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

Recorded vote requested:

	For	Against
Tom Armstrong	✓	
Patricia Hull		
Paul Kelly	✓	
Lynne Paquette	✓	
Patty Quinn	✓	

I declare this motion

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response _____ (enter date)

Disclosure of Pecuniary Interest*

Chair: _____

*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0
Phone: (807) 825-3315 Fax: (807) 825-9576

August 14, 2024

AMO
155 University Avenue, Suite 800
Toronto, Ontario M5H 3B7

OMA
150 Bloor Street West, Suite 900
Toronto, Ontario M5S 3C1

At the Township of Terrace Bay Regular Council Meeting held on Monday July 15, 2024, the following resolution of support was passed.

Re: AMO/OMA Joint Health Resolution MD Shortage in Ontario

Resolution 220-2024

Moved By: Councillor Johnson

Seconded By: Councillor Dube

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

WHEREAS it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and

WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, paramedicine, and other investments. WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada; and

WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

NOW THEREFORE BE IT RESOLVED THAT the Council of The Township of Terrace Bay urge the Province of Ontario to recognize the physician shortage in the Township of Terrace Bay and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

Sincerely,

J. Hall
Chief Administration Officer/Clerk



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0
Phone: (807) 825-3315 Fax: (807) 825-9576

August 14, 2024

MPP Lise Vaugeois
LVaugeois-QP@ndp.on.ca

Dear Ms. Vaugeois,

At the Township of Terrace Bay Regular Council Meeting held on Monday July 15, 2024 the following resolution of support was passed.

Re: Municipality of Central Manitoulin Resolution - Public Health Phasing out Free Water Testing For Private Wells

Resolution: 219-2024
Moved By: Councillor Dube
Seconded By: Councillor Johnson

WHEREAS the Ontario Auditor General's annual report on public health from December 2023 indicates that Public Health Ontario is proposing the phasing-out of free provincial water testing services for private drinking water; and

WHEREAS free private drinking water testing services has played a pivotal role in safeguarding public health, particularly in rural communities, including the entire Township of Amaranth, that rely predominantly on private drinking water; and

WHEREAS the removal of free private drinking water testing could lead to a reduction in testing, potentially increasing the risk of waterborne diseases in these vulnerable populations; and Whereas the tragic events in Walkerton, Ontario underscored the critical importance of safe drinking water.

NOW THEREFORE BE IT RESOLVED THAT The Township of Terrace Bay hereby requests that the Province reconsider and ultimately decide against the proposed phasing-out of free private drinking water testing services.

BE IT FURTHER RESOLVED THAT this resolution be sent to all Ontario municipalities, the Minister of Environment Conservation and Parks, the Minister of Health, The Thunder Bay District Health Unit, and MPP Lise Vaugeois.



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0
Phone: (807) 825-3315 Fax: (807) 825-9576

Sincerely,

J. Hall
Chief Administration Officer/Clerk

CC:

MECP -Andrea Khanjin minister.mecp@ontario.ca

MOH – Sylvia Jones – sylvia.jones@ontario.ca

TBDHU

All Ontario Municipalities



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0
Phone: (807) 825-3315 Fax: (807) 825-9576

August 14, 2024

NOMA
P.O. Box 10308
Thunder Bay, Ontario
P7B 6T8

To Whom It May Concern:

At the Township of Terrace Bay Regular Council Meeting held on August 6, 2024 the following resolution was passed.

RE: NOMA Resolution - Support for OINP (Ontario Immigrant Nominee Program)

Resolution: 239-2024

Moved by: Councillor Adduono

Seconded by: Councillor Dube

WHEREAS employers across Northern Ontario are experiencing a critical shortage of skilled workers, contributing to a shrinking labour market.

WHEREAS, the labour shortage is causing significant economic hardship for Northern Ontario communities, including reduced productivity and business closures; and

WHEREAS population and migration trends to 2021 suggest that Northern Ontario needs 100,000 newcomers by 2041 to sustain current population; and

WHEREAS the success of the federal Rural and Northern Immigration Pilot (RNIP) demonstrates the effectiveness of allocating nomination spots to address regional labour shortages in attracting newcomers to Northern Ontario; and

WHEREAS, the Ontario Immigrant Nominee Program has been expanded from 9,750 nominees in 2022 to a goal of 21,500 nominees in 2024;

NOW, THEREFORE, BE IT RESOLVED BY the COUNCIL of the Township of Terrace Bay

1. Urges the Government of Ontario to address the critical labour market shortage in Northern Ontario by allocating 3,000 Ontario Immigrant Nominee Program spots to support the region's economic growth and development.

BE IT FURTHER RESOLVED THAT Copies of this resolution be forwarded to: the Ontario Minister of Labour, Immigration, Training & Skills Development; local Members of Provincial Parliament; the Northwestern Ontario Municipal Association/Federation of Northern Ontario Municipalities; and the Aguasabon and Thunder Bay Chambers of Commerce



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0

Phone: (807) 825-3315 Fax: (807) 825-9576

Sincerely,

Jon Hall
Chief Administrative Officer/Clerk

CC:

MLITSD David Piccini – David.piccini@ontario.ca

MPP – Thunder Bay Superior North – Lise Vaugeois – Lvaugeois-QP@ndp.on.ca

FONOM – fonom.info@gmail.com

Aguasabon Chamber of Commerce – aguasabonchamber@gmail.com

Thunder Bay Chamber of Commerce – chamber@tbchamber.ca



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0
Phone: (807) 825-3315 Fax: (807) 825-9576

August 14, 2024

Premier Doug Ford
premier@ontario.ca

Dear Mr. Ford,

At the Township of Terrace Bay Regular Council Meeting held August 6, 2024 the following resolution was passed.

RE: Town of Bradford West Gwillimbury Resolution: Ontario Long Service Medals

Resolution: 238-2024
Moved by: Councillor Adduono
Seconded by: Council Dube

WHEREAS paramedics, firefighters and police officers are our Frontline heroes, regularly putting their own health and safety at risk to help others in need;

WHEREAS the Ontario Fire Services Long Service Medal was created in 1971 to honour firefighters who have served the public for twenty-five years or more and the Governor General's Fire Services Exemplary Service Medal was created in 1985 and 'honours members of a recognized Canadian fire service who have completed 20 years of service, ten years of which have been served in the performance of duties involving potential risks;

WHEREAS the Ontario Provincial Police Long Service and Good Conduct Medal honours OPP officers who have served for twenty years or more and the Governor General's Police Exemplary Service Medal, created in 1983, 'recognizes police officers who have served in an exemplary manner having completed 20 years of full-time service with one or more recognized Canadian police forces;

WHEREAS many non-OPP police services have similar local long-service medals within their forces, but there is not a province-wide long-service medal for non-OPP police officers;

WHEREAS the Governor General's Emergency Medical Services Exemplary Service Medal, created in 1994, recognizes 'professionals in the provision of pre-hospital emergency medical services to the public who completed 20 years of exemplary service, including at least 10 years in the performance of duties involving potential risk;

WHEREAS there is no province-wide long-service medal for paramedics in Ontario;

NOW THEREFORE, The Corporation of the Township of Terrace Bay:

1. Endorse the creation of a province-wide long-service medal for police and for paramedics, modelled after the existing such award for firefighters;



The Corporation of the Township of Terrace Bay

P.O. Box 40, 1 Selkirk Avenue, Terrace Bay, ON, P0T 2W0

Phone: (807) 825-3315 Fax: (807) 825-9576

2. In furtherance of this resolution, that the Mayor write to the Premier, Minister of Health, Solicitor General, Minister of Citizenship and our local MPP urging them to work collaboratively to create such awards; and
3. That a copy of this resolution be sent to all Ontario municipalities.

Sincerely,

Jon Hall
Chief Administrative Officer/Clerk

CC:

Minister of Health – Sylvia Jones – sylvia.jones@ontario.ca

Solicitor General Michael Kerzner – Michael.Kerzner@ontario.ca

Minister of Citizenship Michael Ford – Michael.Ford@ontario.ca

MPP – Thunder Bay Superior North – Lise Vaugeois – Lvaugeois-QP@ndp.on.ca

All Ontario Municipalities



August 15, 2024

Vince Tripp, CD
President, Ontario Municipal Fire Prevention Officers Association
Richmond Hill Fire & Emergency Services
1200 Elgin Mills Road East, 2nd Floor
Richmond Hill, ON L4S 1M4
vince.tripp@richmondhill.ca

Re. 11.3 City of Thorold Council Resolution CWCD 338-2024 regarding Importation and Safe Use of Lithium-ion Batteries

Please be advised that the Council of the Corporation of the City of Thorold, at its meeting held on August 13, 2024, considered the aforementioned topic and the following resolution was passed:

That Correspondence Item CWCD 338-2024, respecting Resolution from the Municipality of Wawa, dated July 23, 2024, regarding regulations for importation and safe use of Lithium-ion batteries, **BE RECEIVED** for information;

That the Council of the City of Thorold **SUPPORTS** the Resolutions of Wawa and Otonabee-South Monaghan; and

That this resolution **BE CIRCULATED** to the Ontario Municipal Fire Prevention Officers Association, the Municipality of Wawa, the Municipality of Otonabee-South Monaghan, Niagara Region, and Local Niagara Municipalities.

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Thank you,

Nicholas Debono
City Clerk, City of Thorold

cc. The Municipality of Wawa
The Municipality of Otonabee-South Monaghan
Local Area Municipalities
Niagara Region



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, July 23, 2024

Resolution # RC24166	Meeting Order: 9
Moved by: <i>M Hatfield</i>	Seconded by: <i>Cathy Cannon</i>

WHEREAS the increased importation and use of non-Original Equipment Manufacturer (OEM) aftermarket batteries is presenting a significant increase in fire and explosion, putting citizens and responding personnel in danger and;

WHEREAS these after market batteries are not Underwriter Laboratories of Canada (ULC) certified but can be imported into Canada without any associated regulations and;

WHEREAS unlicensed persons and locations can store and modify lithium-ion batteries in our communities without regulations, providing dangerous conditions within a community and charging these batteries within the home or multi-unit dwellings can result in larger fires with grave results and;

WHEREAS as Canada becomes more aware of Green Energy solutions, these batteries are used more often, increasing the danger to our communities;

THEREFORE BE IT RESOLVED that Council of the Corporation of the Municipality of Wawa does hereby support the Ontario Fire Marshal's program to educate citizens on the danger associated with lithium-ion batteries and encourage every municipality to actively promote safe practices for the use of lithium-ion batteries and;

FURTHERMORE that Council does hereby call upon all levels of government to enact regulations for the importation, sale, storage, and use of non-OEM or ULC certified lithium-ion batteries and that this resolution be shared with the Township of Otonabee-South Monaghan, the Ontario Municipal Fire Prevention Officers Association and all Ontario Municipalities.

RESOLUTION RESULT	RECORDED VOTE	YES	NO
<input checked="" type="checkbox"/> CARRIED	MAYOR AND COUNCIL		
<input type="checkbox"/> DEFEATED	Mitch Hatfield		
<input type="checkbox"/> TABLED	Cathy Cannon		
<input type="checkbox"/> RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/> PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/> WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk:

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL
<i>M.P. Pilon</i>	<i>Maury O'Neill</i>

This document is available in alternate formats.



The Corporation of the Township of Otonabee-South Monaghan

June 28, 2024

Via Email: david.piccinico@pc.ola.org

Hon. David Piccini M.P.P.
Minister of Labour, Immigration, Training and Skills Development
117 Peter Street
Port Hope, ON
L1A 1C5

Dear Minister Piccini:

Re: Regulations for the Importation and Safe Use of Lithium-ion Batteries

I am writing today to bring to your attention a matter of significant importance to the Township of Otonabee-South Monaghan, regarding the importation and safe use of lithium-ion batteries.

At the June 17, 2024 Council Meeting the Fire Chief of the Township of Otonabee-South Monaghan made a presentation to Council on the dangers presented by lithium-ion batteries. The Fire Chief was reporting back from attending the Charged For Life Symposium presented by the Office of the Fire Marshal.

During the presentation, the Fire Chief stressed that the increased importation and use of non-Original Equipment Manufacturer (OEM) aftermarket batteries is presenting a significant increase in fire and explosion, putting citizens and responding personnel in danger. These after market batteries are not Underwriter Laboratories of Canada (ULC) certified but can be imported into Canada without any associated regulations.

Unlicensed persons and locations can store and modify lithium-ion batteries in our communities without regulations, providing dangerous conditions within a community. Charging these batteries within the home or multi-unit dwellings can result in larger fires with grave results.

Email: info@osmtownship.ca Telephone: 705.295.6852 Facsimile 705.295.6405
P.O. Box 70 20 Third St Keene, ON K0L 2G0
Visit our website at www.osmtownship.ca or follow us on Twitter @OSMTownship

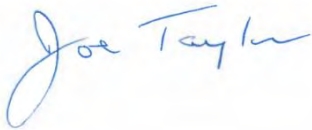
As Canada becomes more aware of Green Energy solutions, these batteries are used more often, increasing the danger to our communities. We support the Ontario Fire Marshal's program to educate citizens on the danger associated with lithium-ion batteries and encourage every municipality to actively promote safe practices for the use of lithium-ion batteries.

We also call upon all levels of government to enact regulations for the importation, sale, storage, and use of non-OEM or ULC certified lithium-ion batteries.

Thank you in advance for your attention to this very critical issue, and I look forward to your prompt consideration and support.

Please do not hesitate to contact me or our Fire Chief if you require any additional information.

Yours truly,
Township of Otonabee-South Monaghan

A handwritten signature in blue ink that reads "Joe Taylor". The signature is written in a cursive style with a large initial "J".

Joe Taylor, Mayor

Cc: MP, Philip Lawrence
All Ontario Municipalities



August 15, 2024

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Re. 11.1 City of Thorold Council Resolution CWCD 329-2024 regarding Increased Funding to Libraries & Museums

Please be advised that the Council of the Corporation of the City of Thorold, at its meeting held on August 13, 2024, considered the aforementioned topic and the following resolution was passed:

That Correspondence Item CWCD 329-2024, respecting Resolution from the Municipality of St.-Charles, dated May 15, 2024, regarding Increased Funding to Libraries & Museums, **BE RECEIVED** for information;

That the Council of the City of Thorold **SUPPORTS** the Resolutions of Fort Erie, Lincoln, St. Charles respecting Increased Funding to Libraries & Museums; and

That this resolution **BE CIRCULATED** to the Premier of Ontario, Minister of Tourism, Culture and Sport, The Association of Municipalities of Ontario, The Municipality of St.-Charles, Local Area Municipalities, and the Niagara Region.

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Thank you,

Nicholas Debono
City Clerk, City of Thorold

cc. The Honourable Neil Lumsden, Minister of Tourism, Culture and Sport
The Association of Municipalities of Ontario
Local Area Municipalities
Niagara Region



Legislative Services

March 19, 2024

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sir:

Re: Support Town of Lincoln Resolution - Request Provincial Government to Support Increasing Funding for Public Libraries and Community Museums

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of March 18, 2024 received and supported correspondence from the Town of Lincoln dated February 28, 2024 requesting the Provincial Government to support increasing funding for Public Libraries and Community Museums.

Attached please find a copy of the Town of Lincoln correspondence dated February 28, 2024.

Thank you for your attention to this matter.

Sincerely,

Peter Todd,
Manager, Legislative Services / Town Clerk
ptodd@forterie.ca
PT-dlk

Attach.

c.c. The Honourable Neil Lumsden, Minister of Tourism, Culture and Sport neil.lumsden@pc.ola.org
The Association of Municipalities of Ontario amo@amo.on.ca
Local Area Municipalities
Niagara Region
All Ontario Municipalities



4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1
905-563-8205

February 28, 2024

SENT VIA EMAIL: Premier@ontario.ca

The Honourable Doug Ford
Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Dear Honourable Doug Ford:

RE: Town of Lincoln Council Resolution – Urgent Need for Increased Funding to Libraries and Museums in Ontario

Please be advised that the Council of the Corporation of the Town of Lincoln at its Council Meeting held on February 26, 2024, passed the following motion regarding an Urgent Need for Increased Funding to Libraries and Museums in Ontario:

Resolution No: RC-2024-23
Moved by Mayor Easton; Seconded by Councillor Mike Mikolic

WHEREAS the provincial funding for public libraries is currently based on population levels from 25 years ago, which fails to reflect the substantial growth and changing needs of our communities. The Town of Lincoln Council wishes to draw your attention to the "Overdue" report of 2023 from the Canadian Urban Council, which emphasizes the pivotal role libraries play in various aspects of community life, including knowledge distribution, culture, health, reconciliation, belonging, and our democracy; and

WHEREAS libraries, situated at the heart of our communities, serve as multifaceted institutions catering to diverse needs. They provide essential services such as access to culture and information, refuge for those experiencing domestic violence, election information centers, job search facilities, health clinics, language learning centers for newcomers, and spaces for educational and community events. Despite their vital role, public libraries in Ontario have not seen an increase in provincial funding for over 25 years, leading to a decrease in the value of the province's investment by over 60%; and

WHEREAS the Town of Lincoln Council urges the Provincial Government to

consider increasing provincial funding for Ontario's public libraries to address critical shared priorities and community needs. While over 90% of library funding comes from local municipal governments, provincial operating funding is crucial for providing stability to library budgets, especially in times of inflation, technological changes, and increasing demands on libraries as community hubs; and

WHEREAS the Town of Lincoln Council would like to bring to the Provincial Government's attention the pressing need to increase the funding envelope for the Community Museum Operating Grant (CMOG). The Town of Lincoln currently receives \$25,000 annually, the maximum amount through this grant, but the funding envelope has remained stagnant for over 15 years. This limitation hampers the ability of community museums to offset increasing operational expenses, impacting their role in preserving and promoting local stories, attracting cultural tourists, supplementing school curriculum, and contributing to vibrant and vital communities; and

WHEREAS the Lincoln Museum and Cultural Centre is a community hub critical to the health and vibrancy of our community. An increase in CMOG funding will enable our museum to continue its valuable service to the community, creating a sense of place, attracting cultural tourists, and preserving local stories that define our unique identity; and

WHEREAS Cultural institutions, particularly museums, play a vital role in shaping and preserving our community's identity. They contribute to tourism, social participation, senior well-being, skill-building, and learning. As the largest government funder for most of Ontario's smaller museums, municipalities create value in their communities through the work of these institutions.

THEREFORE, BE IT RESOLVED THAT the Town of Lincoln Council urges the Provincial Government to support increasing funding to both public libraries and community museums. Recognizing these institutions as national assets and strategically investing in their potential will contribute significantly to renewing post-pandemic social cohesion, economic well-being, and community resilience; and

BE IT FURTHER RESOLVED THAT this resolution be circulated to the Province, the Minister of Tourism, Culture and Sport, Association of Municipalities of Ontario (AMO), the Niagara Region, the 12 Local Area Municipalities in Niagara and all municipalities of Ontario for endorsement.

CARRIED

If you require any additional information, please do not hesitate to contact the undersigned.

Regards,



Julie Kirkelos
Town Clerk
jkirkelos@lincoln.ca

JK/dp

Cc: Premier of Ontario
Minister of Tourism, Culture and Sport
Association of Municipalities of Ontario (AMO)
Ann-Marie Norio, Clerk, Niagara Region
Local Area Municipalities
All Ontario Municipalities

The Corporation of the Municipality of St. Charles
RESOLUTION PAGE



Regular Meeting of Council


Agenda Number: 10.2.
Resolution Number 2024-243
Title: Resolution stemming from April 17, 2024 Regular Meeting of Council - Item 10.1 - Correspondence #3
Date: May 15, 2024

Moved by: Councillor Pothier
Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports the letter of support dated March 19, 2024 from the Town of Fort Erie supporting Resolution No. RC-2024-23 passed by the Corporation of the Town of Lincoln on February 26, 2024, regarding the urgent need for increased funding to libraries and museums in Ontario;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to Premier Doug Ford; the Minister of Tourism, Culture and Sport, Neil Lumsden; the Association of Municipalities of Ontario (AMO); our local Member of Provincial Parliament (MPP); and, all Ontario Municipalities.

CARRIED


MAYOR



Council - Committee of the Whole

Resolution # 2024/217
Title: Authorize support resolution re: Sustainable Infrastructure Funding for Small Rural Municipalities
Date: August 13, 2024

Moved by: Councillor Daniel Gagné

Seconded by: Councillor Fern Pellerin

BE IT RESOLVED THAT at the meeting of August 13, 2024, Council for the Municipality of West Nipissing received and supports the following resolutions seeking **Sustainable Infrastructure Funding for Small Rural Municipalities** from the following municipalities:

- Corporation of the Town of Tecumseh, Council passed Motion RCM - 145/24 at its regular meeting held on June 25, 2024
- Township of Georgian Bay, Council passed Resolution C-2024-165 at its meeting held on May 13, 2024
- Corporation of the Township of Pelee, Council passed Resolution 2024-77 at its meeting held on May 28, 2024
- Corporation of the Township of North Glengarry, Council passed Resolution #13 at its meeting held on June 24, 2024

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Honourable Prime Minister of Canada, Honourable Minister of Housing, Infrastructure and Communities of Canada, Honourable Minister of Finance for Canada, Honourable Premier of Ontario, Honourable Minister of Infrastructure for Ontario; Honourable Minister of Finance for Ontario, AMO, ROMA, FONOM, FCM, and all Municipalities in Ontario.

CARRIED



Council - Committee of the Whole

Résolution # 2024/217
Titre: Autoriser la résolution de soutien concernant le financement d'infrastructures durables pour les petites municipalités rurales
Date: le 13 août 2024

Proposé par: Councillor Daniel Gagné

Appuyé par: Councillor Fern Pellerin

IL EST RÉSOLU QUE lors de la réunion du 13 août 2024, le conseil de la municipalité de Nipissing Ouest reçoit et appuie les résolutions suivantes demandant un financement pour l'infrastructure durable pour les petites municipalités rurales de la part des municipalités suivantes:

- Corporation de la ville de Tecumseh, Conseil a adopté Motion RCM - 145/24 lors de sa réunion ordinaire tenue le 25 juin 2024.
- Canton de Georgian Bay, Conseil a adopté résolution C-2024-165 lors de sa réunion du 13 mai 2024.
- Corporation du canton de Pelée, Conseil a adopté Résolution 2024-77 lors de sa réunion tenue le 28 mai 2024.
- Corporation du canton de North Glengarry, Conseil a adopté Résolution no 13 lors de sa réunion tenue le 24 juin 2024.

IL EST EN OUTRE RÉSOLU QU'une copie de la présente résolution soit transmise à l'honorable premier ministre du Canada, à l'honorable ministre du Logement, de l'Infrastructure et des Collectivités du Canada, à l'honorable ministre des Finances du Canada, à l'honorable premier ministre de l'Ontario, à l'honorable ministre de l'Infrastructure de l'Ontario, à l'honorable ministre des Finances de l'Ontario, à l'AMO, à la ROMA, à la FONOM, à la FCM, ainsi qu'à toutes les municipalités de l'Ontario.

ADOPTÉ



The Corporation of the Town of Tecumseh

July 4, 2024

The Honourable Doug Ford
Premier of Ontario
premier@ontario.ca

Attention: The Honourable Doug Ford, Premier of Ontario

Dear Mr. Ford:

**Re: Township of Pelee Support Township of Georgian Bay Resolution
Sustainable Infrastructure Funding for Small Rural Municipalities**

The Council of the Town of Tecumseh, at its regular meeting held June 25, 2024, gave consideration and supported a resolution letter from Township of Pelee, regarding Sustainable Infrastructure Funding for Small Rural Municipalities

At their meeting, Tecumseh Council passed the following resolution:

“Motion: RCM - 145/24

Moved by Councillor Rick Tonial
Seconded by Councillor Alicia Higgison

That the Council of the Town of Tecumseh hereby support the Township of Pelee and Georgian Bay’s resolution calling on the Ontario and Federal Government to implement sustainable infrastructure funding for small rural municipalities;

And that small rural municipalities are not overlooked and disregarded on future applications for funding;

And that both the Federal and Ontario Governments begin by acknowledging that there is an insurmountable debt facing small rural municipalities;

And that both the Federal and Ontario Governments immediately commission a Working Group to develop a plan on how to deal with the impending debt dilemma;

And that this resolution be forwarded to The Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada; Michel Tremblay Acting President and CEO, Canada Mortgage and Housing Corporation; The Honourable Doug Ford, Premier of Ontario; The Honourable KingaSurma, Ontario Minister of Infrastructure; The Honourable Paul Calandra, Ontario Minister of Municipal Affairs and Housing; MP Dave Epp, Chatham-Kent-Leamington; MPP Trevor Jones, Chatham-Kent-Leamington; Irek Kusmierczk, MP, Windsor-Tecumseh, Andrew Dowie, MPP, Windsor-Tecumseh, AMO, ROMA, FCM, and all Municipalities in Ontario.

Please consider this letter as confirmation of the Town of Tecumseh's support on the above matter.

Yours very truly,



Robert Auger, LL.B.
Director Legislative Services & Clerk

RA/kb
Attachments

1. Township of Pelee Support Township of Georgian Bay Resolution – Sustainable Infrastructure Funding for Small Rural Municipalities
2. Township of Georgian Bay Resolution – Sustainable Infrastructure Funding for Small Rural Municipalities

cc: Mr. Doug Ford, Premier of Ontario (premier@ontario.ca)
Ms. Kinga Surma, Minister of Infrastructure Ontario (kinga.surmaco@pc.ola.org)
Mr. Dominic LeBlanc, Minister of Intergovernmental Affairs, Infrastructure and Communities (dominic.leblanc@parl.gc.ca)
Mr. Paul Calandra, Minister of Municipal Affairs and Housing (paul.calandra@pc.olg.org)
Ms. Andrea Khanjin, Minister of Environment, Conservation and Parks (andrea.khanjin@pc.ola.org)
Mr. Dave Epp, MP - Chatham-Kent-Leamington (dave.epp@parl.gc.ca)
Mr. Irek Kusmierczyk, MP – Windsor-Tecumseh (irek.kusmierczyk@parl.gc.ca)
Mr. Trevor Jones, MPP – Chatham-Kent-Leamington (trevor.jones@pc.ola.org)
Mr. Andrew Dowie, MPP – Windsor-Tecumseh (andrew.dowie@pc.ola.org)
Association of Municipalities of Ontario (amo@amo.on.ca)
Rural Ontario Municipal Association (roma@roma.on.ca)



The Township of Georgian Bay
Resolutions
Council - 13 May 2024

Item 12.(a)

Date: May 13, 2024

C-2024-165

Moved by Councillor Stephen Jarvis
Seconded by Councillor Peter Cooper

WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads and bridges and water wastewater and municipally owned buildings including recreational facilities and libraries;

WHEREAS in 2018, the Ontario government mandated all Ontario municipalities to develop capital asset management plans with the stipulation that they be considered in the development of the annual budget;

WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone;

WHEREAS the only application approved through the recently awarded Housing Accelerator Fund to a small rural municipality was to Marathon Ontario, who received an allocation of \$1.9 million dollars while over \$1.369 billion going to Ontario's large urban centres, resulting in a 0.2% investment in rural Ontario;

WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway;

WHEREAS small rural Ontario cannot keep pace with the capital investments required over the next 20 years unless both the Provincial and Federal Governments come forward with new sustainable infrastructure funding;

WHEREAS it is apparent that both the Federal and Ontario Governments have neglected to recognize the needs of small rural Ontario;

NOW THEREFORE BE IT RESOLVED THAT the Township of Georgian Bay call on the Ontario and Federal Government to implement sustainable infrastructure funding for small rural municipalities;

AND THAT small rural municipalities are not overlooked and disregarded on future applications for funding;

AND THAT both the Federal and Ontario Governments begin by acknowledging that there is an insurmountable debt facing small rural municipalities;

AND THAT both the Federal and Ontario Governments immediately commission a Working Group that includes a member of the Eastern Ontario Wardens Caucus, to develop a plan on how to deal with the impending debt dilemma;

AND FINALLY THAT this resolution be forwarded to The Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada; Michel Tremblay Acting President and CEO, Canada Mortgage and Housing Corporation; The Honourable Doug Ford, Premier of Ontario; The Honourable Kinga Surma, Ontario Minister of Infrastructure; The Honourable Paul Calandra, Ontario Minister of Municipal Affairs and Housing; MP Shelby Kramp-Neuman, Hastings-Lennox Addington; MPP Ric Bresee Hastings-Lennox Addington, AMO, ROMA, FCM, Eastern Ontario Wardens' Caucus and all Municipalities in Ontario.

Carried Defeated Recorded Vote Referred Deferred

Recorded Vote:

	For	Against	Absent
Councillor Brian Bocek			
Councillor Peter Cooper			
Councillor Kristian Graziano			
Councillor Allan Hazelton			
Councillor Stephen Jarvis			
Councillor Steven Predko			
Mayor Peter Koetsier			

Peter Koetsier, Mayor



May 29, 2024

The Right Honourable Justin Trudeau
Prime Minister of Canada
justin.trudeau@parl.gc.ca

DELIVERED VIA EMAIL

**RE: Township of Pelee Support Township of Georgian Bay Resolution
Sustainable Infrastructure Funding for Small Rural Municipalities**

Dear Prime Minister Trudeau,

Please be advised that at the Township of Pelee's Regular Meeting of Council held on May 28th, 2024, the following resolution was passed:

Resolution 2024 – 77

Moved By: Mayor Cathy Miller

Seconded By: Councillor Michelle Taylor

WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads and bridges and water wastewater and municipally owned buildings including recreational facilities and libraries;

AND WHEREAS in 2018, the Ontario government mandated all Ontario municipalities to develop capital asset management plans with the stipulation that they be considered in the development of the annual budget;

AND WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone;

AND WHEREAS the only application approved through the recently awarded Housing Accelerator Fund to a small rural municipality was to Marathon Ontario, who received an allocation of \$1.9 million dollars while over \$1.369 billion going to Ontario's large urban centres, resulting in a 0.2% investment in rural Ontario;

AND WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway;



THE CORPORATION OF THE
Township Of Pelee

1045 West Shore Road Pelee Island, ON N0R 1M0 Website: www.pelee.org
Tel: 519-724-2931 Fax: 519-724-2470

AND WHEREAS small rural Ontario cannot keep pace with the capital investments required over the next 20 years unless both the Provincial and Federal Governments come forward with new sustainable infrastructure funding;

AND WHEREAS it is apparent that both the Federal and Ontario Governments have neglected to recognize the needs of small rural Ontario;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Pelee hereby support Township of Georgian Bay's resolution calling on the Ontario and Federal Government to implement sustainable infrastructure funding for small rural municipalities;

AND THAT small rural municipalities are not overlooked and disregarded on future applications for funding;

AND THAT both the Federal and Ontario Governments begin by acknowledging that there is an insurmountable debt facing small rural municipalities;

AND THAT both the Federal and Ontario Governments immediately commission a Working Group to develop a plan on how to deal with the impending debt dilemma;

AND FINALLY THAT this resolution be forwarded to The Honourable Justin Trudeau, Prime Minister of Canada; The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada; Michel Tremblay Acting President and CEO, Canada Mortgage and Housing Corporation; The Honourable Doug Ford, Premier of Ontario; The Honourable Kinga Surma, Ontario Minister of Infrastructure; The Honourable Paul Calandra, Ontario Minister of Municipal Affairs and Housing; MP Dave Epp, Chatham-Kent-Leamington; MPP Trevor Jones, Chatham-Kent-Leamington; AMO, ROMA, FCM, and all Municipalities in Ontario.

**CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

Council Meeting

Resolution # 13

Date: Monday, June 24, 2024

Moved by: Jamie MacDonald

Seconded by: Carma Williams

WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads and bridges and water wastewater and municipally owned buildings including recreational facilities and libraries ; and

WHEREAS in 2018, the Ontario government mandated all Ontario municipalities to develop capital asset management plans with the stipulation that they be considered in the development of the annual budget; and

WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone; and

WHEREAS the only application approved through the recently awarded Housing Accelerator Fund to a small rural municipality was to Marathon Ontario, who received an allocation of \$1.9 million dollars while over \$1.369 billion going to Ontario's large urban centers, resulting in a 0.2% investment in rural Ontario; and

WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway;

AND WHEREAS small rural Ontario cannot keep pace with the capital investments required over the next 20 years unless both the Provincial and Federal Governments come forward with new sustainable infrastructure funding;

AND WHEREAS it is apparent that both the Federal and Ontario Governments have neglected to recognize the needs of small rural Ontario;



AND THAT both the Federal and Ontario Governments immediately commission a Working Group that includes a member of the Eastern Ontario Wardens Caucus, to develop a plan on how to deal with the impending debt dilemma;

AND FINALLY THAT this resolution be forwarded to The Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada; Michel Tremblay Acting President and CEO, Canada Mortgage and Housing Corporation; The Honourable Doug Ford, Premier of Ontario; The Honourable Kinga Surma, Ontario Minister of Infrastructure; The Honourable Paul Calandra, Ontario Minister of Municipal Affairs and Housing; MP Shelby Kramp-Neuman, Hastings-Lennox Addington; MPP Ric Bresee Hastings-Lennox Addington, AMO, ROMA, FCM, Eastern Ontario Wardens' Caucus and all Municipalities in Ontario

Carried

Deferred

Defeated



Mayor / Deputy Mayor



Council - Committee of the Whole

Resolution # 2024/218
Title: Authorize support resolution re: Solutions to resolve significant financial and budgetary pressures relating to infrastructure development, maintenance and repairs
Date: August 13, 2024

Moved by: Councillor Fern Pellerin

Seconded by: Councillor Daniel Gagné

BE IT RESOLVED THAT at the meeting of August 13, 2024, Council for the Municipality of West Nipissing received and supports the following resolutions seeking **Solutions to resolve significant financial and budgetary pressures relating to infrastructure development, maintenance and repairs** from the following municipalities:

- Loyalist Township, Council passed Resolution 2024-49 at its regular meeting held on March 12, 2024
- City of Stratford, Council passed Resolution CA-2024-049 at its regular meeting held on April 8, 2024
- Corporation of the Township of Emo, Council passed Resolution #18 at its regular meeting held on May 15, 2024

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Honourable Prime Minister of Canada, Honourable Minister of Housing, Infrastructure and Communities of Canada, Honourable Minister of Finance for Canada, Honourable Premier of Ontario, Honourable Minister of Infrastructure for Ontario; Honourable Minister of Finance for Ontario, AMO, ROMA, FONOM, FCM, and all Municipalities in Ontario.

CARRIED



Council - Committee of the Whole

Résolution # 2024/218
Titre: Autoriser la résolution de soutien concernant les solutions pour résoudre les pressions financières et budgétaires significatives liées au développement, à l'entretien et à la réparation des infrastructures.
Date: le 13 août 2024

Proposé par: Councillor Fern Pellerin

Appuyé par: Councillor Daniel Gagné

IL EST RÉSOLU QUE lors de la réunion du 13 août 2024, le conseil de la municipalité de Nipissing Ouest a reçu et appuie les résolutions suivantes cherchant des solutions pour résoudre les pressions financières et budgétaires importantes liées au développement, à l'entretien et aux réparations de l'infrastructure des municipalités suivantes :

- Canton de Loyalist, le Conseil a adopté la résolution 2024-49 lors de sa réunion ordinaire du 12 mars 2024.
- Ville de Stratford, le Conseil a adopté la résolution CA-2024-049 lors de sa réunion ordinaire tenue le 8 avril 2024.
- Corporation du canton d'Emo, le Conseil a adopté la résolution no 18 lors de sa réunion ordinaire tenue le 15 mai 2024.

IL EST EN OUTRE RÉSOLU QU'une copie de la présente résolution soit transmise à l'honorable premier ministre du Canada, à l'honorable ministre du Logement, de l'Infrastructure et des Collectivités du Canada, à l'honorable ministre des Finances du Canada, à l'honorable premier ministre de l'Ontario, à l'honorable ministre de l'Infrastructure de l'Ontario, à l'honorable ministre des Finances de l'Ontario, à l'AMO, à la ROMA, à la FONOM, à la FCM, ainsi qu'à toutes les municipalités de l'Ontario.

ADOPTÉ

March 18, 2024

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

DELIVERED VIA EMAIL

Dear Premier Ford:

Re: Motion regarding solutions to resolve significant financial and budgetary pressures relating to infrastructure development, maintenance and repairs

Please be advised that at its regular meeting of March 12, 2024, Loyalist Township Council passed the following resolution:

Resolution 2024-49

Moved by Councillor Budarick
Seconded by Councillor Parks

WHEREAS the Province of Ontario has agreed to assume responsibility for the Gardiner Expressway and the Don Valley Parkway from the City of Toronto, which will be uploaded to the Province of Ontario;

AND WHEREAS like the City of Toronto, The Corporation of Loyalist Township and all municipalities in the Province of Ontario are experiencing significant financial and budgetary pressures including those related to infrastructure development, maintenance and repairs, and are seeking reasonable solutions to address the same while balancing their financial books;

AND WHEREAS the uploading of municipal highway infrastructure to the Province of Ontario or, alternatively, appropriately increasing the Ontario Community Infrastructure Fund to Ontario municipalities will assist municipalities in addressing such financial challenges;

AND BE IT RESOLVED THAT:

- a. The Province of Ontario:

- upload from local municipalities the responsibility of and costs associated with the continued construction, operation, and maintenance of major municipally-owned highways throughout the Province of Ontario to the Ontario Ministry of Transportation; or
 - alternatively, if uploading is not the preferred option of the Province and/or local municipality, to appropriately increase the Ontario Community Infrastructure Fund to municipalities so as to fairly and equitably allocate resources to Ontario municipalities.
- b. A copy of this resolution be circulated the Honourable Prabmeet Singh Sarkaria, the Ontario Minister of Transportation; MPP Ric Bresee, Hastings, Lennox & Addington; the Association of Municipalities of Ontario; all municipalities in Ontario.

Kind Regards,



Anne Kantharajah
Township Clerk

Cc: the Hon. Prabmeet Singh Sarkaria, the Ontario Minister of Transportation
Ric Bresee, M.P.P., Hastings, Lennox & Addington
Association of Municipalities
All municipalities in Ontario
Jim Hegadorn, Mayor, Loyalist Township
Rebecca Murphy, CAO, Loyalist Township
Councillor Budarick, Loyalist Township
Councillor Parks, Loyalist Township



City of Stratford, Corporate Services Department

Clerk's Office

City Hall, P. O. Box 818, Stratford, Ontario N5A 6W1

Tel: 519-271-0250, extension 5237

Email: clerks@stratford.ca

Website: www.stratford.ca

July 12, 2024

Sent via email – chandley@loyalist.ca

Cindy Handley,
Administrative Assistant
Corporate Services Department
Loyalist Township

Re: Resolution regarding solutions to resolve significant financial and budgetary pressures relating to infrastructure development, maintenance and repairs

We acknowledge receipt of your correspondence dated March 18, 2024, regarding the above-mentioned matter.

The said correspondence was provided to Stratford City Council for their information as part of the April 8, 2024, Council meeting Consent Agenda (CA-2024-049). Council adopted the following resolution:

THAT CA-2024-049, being a resolution from the Loyalist Township regarding solutions to resolve significant financial and budgetary pressures relating to infrastructure development, maintenance and repairs, be endorsed.

Sincerely,

A. Pascual

Audrey Pascual, Deputy Clerk

/mf

cc: Prabmeet Sarkaria, Minister of Transportation
Association of Municipalities of Ontario
All Ontario municipalities



The Corporation of the Township of Emo

P.O. Box 520, Emo, Ontario, P0W 1E0

Website: www.emo.ca
E-mail: township@emo.ca

Phone: 807-482-2378
Fax: 807-482-2741

July 5, 2024

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

DELIVERED VIA EMAIL

Re: Operational Budget Funding

The Council of the Township of Emo, at its regular meeting held May 15, 2024, passed the following resolution.

Resolution No.: 18, May 15, 2024
Moved by: Councillor Teeple
Seconded by: Councillor Whatley

WHEREAS all Ontario municipalities are prohibited from running budget deficits for operating purposes, and;

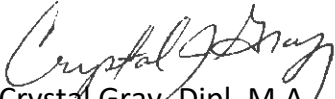
WHEREAS all Ontario municipalities have similar pressures with respect to aging infrastructure and operating costs for policing, and;

WHEREAS the City of Toronto has recently received Provincial funding to cover a \$1.2 billion-dollar operating shortfall and approximately \$12 million in Federal and Provincial funding for their Police operating budget, and;

WHEREAS the City of Toronto has the lowest tax rates in the Province.

BE IT RESOLVED THAT the Township of Emo call on the Province of Ontario to treat all municipalities fairly and provide equivalent representative operational budget funding amounts to all Ontario municipalities.

Yours sincerely,



Crystal Gray, Dipl. M.A.

CAO/Clerk-Treasurer

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Honourable Peter Bethlenfalvy, Minister of Finance, peter.bethlenfalvy@pc.ola.org

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All Ontario Municipalities