



**Frontenac County Council Special Meeting  
Wednesday, August 3, 2022 – 9:00 a.m.  
Council will resolve into Closed Meeting  
and will reconvene as regular Council at 9:30 a.m.**

Meeting to be held in Virtual Electronic Format and  
live streamed on the County of Frontenac's YouTube Channel  
<https://youtu.be/7yOzy8MWQrc>

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## **AGENDA**

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### **Call to Order**

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

### **Recommend Reports from the Chief Administrative Officer**

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- a) **Report 2022-091**  
**Office of the Chief Administrative Officer**  
**Authorization to Enter into a Lease Agreement with Cataraqui**  
**Conservation**  
**Recommendation**

**Be It Resolved That** the Office of the Chief Administrative Officer –  
Authorization to enter into a Lease Agreement with the Cataraqui  
Region Conservation Authority (CRCA) for a Joint Administrative Facility  
report be received;

**And Further That** the Council of the County of Frontenac authorize the  
Warden and Clerk to enter into a Lease Agreement with the Cataraqui  
Region Conservation Authority (CRCA) for a Joint Administrative Facility  
located at 2069 Battersea Road, Glenburnie.

### **Public Question Period**

### **By-Laws – General By-laws and Confirmatory By-law**

- a) First and Second Reading  
**Resolved That** leave be given the mover to introduce by-laws a) and b)  
that have been circulated to all Members of County Council and that by-  
laws a) and b) be read a first and second time.
- b) Third Reading  
**Resolved That** by-laws a) and b) be read a third time, signed, sealed  
and finally passed.

**By-laws**

**35**

- a) To Authorize the Warden and Clerk to Enter into a Lease Agreement with the Cataraqui Region Conservation Authority (CRCA) for a Joint Administrative Facility located at 2069 Battersea Road, Glenburnie  
[Proposed By-law No. 2022-0029]

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- b) To confirm all actions and proceedings of County Council on August 3, 2022  
[Proposed By-law No. 2022-0031]

**Adjournment**



**Report 2022-091**

**Committee Recommend Report**

**To:** Warden and Council Members of the County of Frontenac  
**From:** Kelly Pender, Chief Administrative Officer  
**Prepared by:** Kelly Pender, Chief Administrative Officer  
**Date of meeting:** August 3, 2022  
**Re:** **Office of the Chief Administrative Officer – Authorization to enter into a Lease Agreement with the Cataraqui Region Conservation Authority (CRCA) for a Joint Administrative Facility**

**Recommendation**

**Be It Resolved That** the Office of the Chief Administrative Officer – Authorization to enter into a Lease Agreement with the Cataraqui Region Conservation Authority (CRCA) for a Joint Administrative Facility report be received;

**And Further That** the Council of the County of Frontenac authorize the Warden and Clerk to enter into a Lease Agreement with the Cataraqui Region Conservation Authority (CRCA) for a Joint Administrative Facility located at 2069 Battersea Road, Glenburnie.

**Background**

At its meeting held June 15, 2022, Council passed the following motion, being Reports from Advisory Committees of County Council, clause a):

**Reports from Advisory Committees of County Council**

**a) Report of the Administrative Building Design Task Force**

Motion #: 104-22 Moved By: Councillor Vandewal  
Seconded By: Councillor Martin

**That** the Report received from the Administrative Building Design Task Force be received and adopted.

## Report of the Administrative Building Design Task Force

The Administrative Building Design Task Force reports and recommends as follows:

1. **2022-058**

**Office of the Chief Administrative Officer**

**Review and Award of the RFP for the Renovations & Additions for Joint Admin Facility for the County of Frontenac and Cataraqui Regional Conservation Authority**

**Be It Resolved That** the Office of the Chief Administrative Officer – Review and Award of the RFP for the redevelopment of the Administrative Building report be received;

**And Further That** the Council of the County of Frontenac authorize the Warden and Clerk to enter into an agreement with Emmons & Mitchell Construction (2000) Ltd for the Renovations & Additions for Joint Admin Facility for the County of Frontenac and Cataraqui Regional Conservation Authority in the amount of Four Million, Four Hundred and Ninety Thousand (\$4,490,000.00), subject to the approval by the Cataraqui Region Conservation Authority (CRCA).

**Carried**

### Comments

Construction is set to begin on July 18<sup>th</sup>, as County of Frontenac Administration Staff abatement of building took place on July 15<sup>th</sup>.

In terms of a Lease Agreement with the CRCA, the driving factor for lease payments was dependent upon the square footage occupied by each party, and the execution of the lease agreement was to be completed once the detailed designs were finalized.

With all designs now finalized and borrowing details, through Report 2022-078 also on today's agenda, an agreement has been drafted and reviewed by Cunningham Swan which has been approved by all parties. Staff are recommending that Council now authorize the Warden and Clerk to execute the Lease Agreement, which is attached to this report as Appendix A.

### Strategic Priority Implications

#### Priority 3

**Champion and coordinate collaborative efforts with partners to resolve complex problems otherwise beyond the reach**

Specifically, the objectives that support this strategy states that the County will continue to pursue collaborative opportunities to achieve service and cost efficiencies and other economies through cost-sharing and shared services. This priority identifies the CRCA as a current and potential project partner

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Recommend Report to County Council  
Office of the Chief Administrative Officer – Authorization to enter into a Lease Agreement with the Cataraqui Region Conservation Authority (CRCA) for a Joint Administrative Facility  
August 3, 2022

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In addition, shared facilities reduce the overall environmental footprint required to occupy two separate facilities. Depending upon outcomes/options in terms of a shared facility, the overall greenhouse gas footprint of the County could be reduced because of this project, thereby assisting in meeting our GHG emission requirements as noted in the County's Energy Conservation and Demand Management Plan.

### **Financial Implications**

Based on the schedule provided from the contractor, occupancy for Cataraqui Conservation would begin January 1, 2023, with full completion of the building on January 1, 2024. The amount of the lease payments will be finalized after construction is complete and subject to the total cost of construction and the interest rate at the time of borrowing. The lease payments by Cataraqui Conservation would begin after substantial completion for a term of 20 years.

The current estimated lease payment by Cataraqui Conservation would be \$120,761 per year, based on the total cost of the building and a 31.8% allocation of costs determined by its share of dedicated space. This indicative lease payment is based off the cost of borrowing for an estimated construction cost of \$4,640,000 and an interest rate of 4.66% over a 20-year term.

Under the lease agreement, the cost of utilities would be excluded from the lease payment. Cataraqui Conservation and the County would be responsible for their own costs for internet and telephone service. Joint costs, such as hydro, natural gas, snow clearing, janitorial services, common area maintenance, technology and capital replacement, and alarm and security costs would be shared in accordance with the 68.2%/31.8% allocation in relation to square footage as "Additional Rent" in the agreement.

### **Organizations, Departments and Individuals Consulted and/or Affected**

Alex Lemieux, Director of Corporate Services/Treasurer  
Kevin Farrell, Manager of Continuous Improvement/GIS  
Katrina Furlanetto, General Manager, Cataraqui Region Conservation Authority (CRCA)  
Todd Colbourne, Colbourne & Kembel, Architects Inc.  
Justin Chapman, Colbourne & Kembel, Architects Inc.

## LEASE AGREEMENT

THIS LEASE made the \_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

THE CORPORATION OF THE COUNTY OF FRONTENAC

(hereinafter the "Landlord")

AND

THE CATARAQUI REGION CONSERVATION AUTHORITY

(hereinafter the "Tenant")

THIS INDENTURE WITNESSETH THAT IN CONSIDERATION of the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

### 1. Premises and Term

1.1 *Premises*: The Landlord hereby leases to the Tenant four thousand one hundred fifty five (4,155) square feet of the lands and building described as County of Frontenac Administration Building, 2069 Battersea Road, Glenburnie, Ontario including all structures and improvements thereon, the boundaries and location of which are shown on the Plan of Leased Premises attached hereto as Schedule "A" (the "Premises").

The Tenant acknowledges and agrees that the Premises are being renovated for its use and accepts the Premises in its condition, subject to the Landlord's requirement to complete the Landlord's Work (defined below)..

1.2 *Common Areas*. The Premises include the free and unfettered use of the common areas, as defined in Schedule "A", with all expenses, repairs, maintenance, and utilities of the common areas shared by the Landlord and the Tenant on the basis set out in Section 4 of this Lease.

1.3 *Term*: To have and to hold the Premises unto the Tenant for a period of twenty-one (21) years commencing on the date that substantial completion is obtained for the Landlord's Work in the portion of the Premises occupied by the Tenant. (the "Term").

The parties acknowledge and agree that the Tenant may occupy the Premises on a rent-free basis prior to substantial completion of the construction project undertaken by the Landlord; and in consideration for any inconvenience that may be caused by the ongoing

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construction, the Landlord agrees to allow the Tenant to occupy the Premises with a rent-free period of occupancy until the earlier of December 31, 2023, or the substantial completion of the construction project of the Premises, including common space.

In this section, construction project means the work undertaken by the Landlord to make leasehold improvements to the Premises and larger building owned by the Landlord to accommodate the Tenant as well as improve the remaining space for the use by the Landlord as generally set out in a Memorandum of Understanding between the Landlord and Tenant dated January 15, 2020 which is attached hereto in Schedule "C" (the "Landlord's Work"). The Landlord shall consult with the Tenant on the plans for the renovation, provide a timeline for completion, and shall implement the renovations in a diligent and expeditious manner. The Landlord shall comply with all applicable laws and building codes in completing the Landlord's Work.

*1.4 Option to Extend:* The Tenant shall have the right to extend the Term for one (1) period of five (5) years (the "Extension") on the same terms and conditions herein save and except for rent and that there shall be no further option to renew. The Tenant must provide the Landlord with written notice of its intent to extend at least six (6) months, and not more than twelve (12) months, prior to the end of the Term. If no notice to extend is provided from the Tenant to the Landlord and the Tenant remains in the Premises after expiry of the Term, the Tenant shall be deemed to be occupying the Premises as a tenant from month to month as stated in section 12.6. The Rent payable for the Extension will be negotiated by the parties in advance of the expiry of the Lease. In the event that the rent for the renewal term cannot be agreed upon at least thirty (30) days prior to the end of the Term, the parties shall jointly select a qualified third party to act as arbitrator and determine the rent based on then fair market values. The Arbitration Act provisions shall apply to such arbitration unless the parties agree otherwise.. The parties agree that the rental rate for the Extension shall be reflective of market rates at the time of renewal and both parties shall act reasonably in the negotiation of such rate.

*1.5 Termination.* During the Term of the Lease, and to recognize the extensive capital improvement costs incurred by the landlord to establish the Premises, the parties agree that neither party shall have the right to terminate for the initial ten (10) years of the Term. After the initial ten (10) year term, the Tenant shall have an ongoing right to terminate the Lease upon providing the Landlord with one (1) year written notice and paying six (6) month's additional rent to the Landlord at the termination of the Lease. After the initial ten (10) year term, the Landlord may terminate the Lease without cause upon providing a minimum of two (2) years written notice and paying the Tenant a payment equal to six (6) month's rent upon the Tenant surrendering the Premises. In the final five (5) years of the Lease the additional rent owed by the Tenant upon their early termination shall be reduced to three (3) month's rent and the Landlord's payment owing upon surrender of the Premises where the Landlord terminates the Lease shall be reduced to a payment equal to three (3) month's rent.

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Upon any termination of the Lease in accordance with subsection 1.5 hereof, at the end of the notice period the Tenant shall be released from any and all obligations under the Lease.

## **2. Rent and Additional Rent**

**2.1 Rent:** The Tenant agrees to pay to the Landlord, as rent for the Premises, the fixed sum of \$120,761 per annum, payable in monthly installments on the first day of each month of the Term, in advance, such payments to be in the estimated amount of \$10,069.92 per month. If the Term commences on any day other than the first day of the month, or ends on any day other than the last day of the month, rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month. Rent and other amounts payable hereunder shall be paid without any deduction, set off or abatement whatsoever, and the Tenant hereby waives the benefit of any statutory or other right in respect of abatement or set off in its favor at the time hereof or at any future time.

The parties agree to discuss the timing of borrowing and the impact on the lease payment.

The parties acknowledge and agree that the amount of rent set out above is an estimate based on the anticipated costs to construct and finance the Premises and additional space necessary to accommodate the tenancy. A copy of the financial summary for the lease is appended to this agreement as Schedule 'B'. The Tenant is responsible for thirty one point eight percent (31.8 %) of the actual costs of the construction project which shall be amortized at the debenture rate entered into by the County of Frontenac to finance the project over twenty years to calculate the Rent. The parties agree that upon completion of the construction project the Landlord shall provide to the Tenant an accounting of the actual construction costs and the Rent shall be recalculated and apportioned over the Term. The recalculated Rent shall govern for the Term and this Lease shall be amended accordingly. In the event that the Rent as set out above is underestimated, the Tenant agrees that the underpayment for the amount previously billed will be reconciled and paid in a lump sum.

**2.2 Payment as Rent:** All of the payments set out in this Lease (other than HST (as hereinafter defined)) shall constitute additional rent, and shall be deemed to be and shall be paid as Rent, whether or not any payment is payable to the Landlord or otherwise, and whether or not as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of additional rent that it has against the Tenant for default in payment of rent.

**2.3 Interest on Overdue Amounts:** If the Tenant shall fail to pay any rent or other amount when the same is due and payable, such unpaid amount shall bear interest at the rate of five percent (5%) per annum, such interest to be calculated from the time the amount becomes due until paid by the Tenant.

**2.4 HST:** The Tenant shall pay to the Landlord all harmonized sales taxes and other applicable taxes (collectively, "HST") on the Rent and additional rent pursuant to all

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applicable laws and regulations. HST shall not be deemed to be additional rent under this Lease, but may be recovered by the Landlord as though it were additional rent.

### **3. Use**

3.1 *Use*: The Tenant agrees to use the Premises only for the purpose of administrative offices in a careful, prudent and lawful manner. The Tenant shall keep the Premises in as good order, condition and repair as the same shall be upon the commencement of the Lease and shall deliver up the Premises at the expiration or termination of this Lease in a similar condition, reasonable wear and tear thereof and damage by fire and other unavoidable casualty for which the Landlord has or is required to carry insurance excepted. The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

3.2 *Quiet Enjoyment*: The Tenant, upon paying the Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

3.3 *Parking Facilities*: Any parking facilities provided by the Landlord shall be deemed to be part of the Common Areas supplied by the Landlord.

### **4. Taxes, Utilities and Common Expenses**

4.1 *Taxes*: The Tenant shall pay all real estate taxes levied or assessed against the Premises as applicable and when due.

4.2 *Utilities and Services*: The Tenant agrees to pay thirty one point eight percent (31.8 %) of the total utilities and services (which shall include internet) used or consumed by the Landlord and Tenant, which are to be part of the Rent as defined hereto. The Tenant shall not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Premises, without the written consent of the Landlord.

4.3 *Common Expenses*: The Tenant agrees to pay for common expenses incurred by the Landlord as follows, subject to the limits set out in section 2.1:

- a) 31.8% of janitorial services for common areas;
- b) 100% of janitorial services for the Premises;
- c) 31.8% of snow removal attributable to the parking, lanes and walkways used by the Premises;
- d) 31.8% of a \$60,000 joint annual contribution to fund capital replacement; and
- e) 31.8% of a \$10,800 joint annual contribution, calculated as 18% of the contribution listed in 4.3.5, to fund maintenance activities for the common areas.

## **5. Alterations and Repairs**

**5.1 *Improvements and Alterations:*** No additions, modifications or alterations are to be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. All such additions, modifications or alterations consented to by the Landlord are to be made only at the expense of the Tenant. Upon affixation, such additions, modifications or alterations shall immediately become the property of the Landlord and shall be regarded for all purposes as part of the Premises. Any and all such additions, alterations and modifications shall be made in accordance with all applicable laws and regulations. The Tenant agrees that it shall, upon request of the Landlord, at the end of the Term or other expiration of this Lease, put the Premises back in the same condition as when the Tenant took possession, except to the extent that any addition, alteration or modification had been previously consented to by the Landlord. If any construction or other lien or order for the payment of money shall be filed against the Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such lien or orders against the Tenant, at the Tenant's sole expense. The Tenant hereby indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

The Tenant is responsible for all costs to maintain and repair the Premises and any leasehold improvements, subject to the approval of the Landlord.

**5.2 Maintenance and Repair:** The maintenance and repair of the exterior of the building within which the Premises are located shall be the sole responsibility of the Landlord, at its expense, including without limitation:

- (a) maintaining and keeping in good repair the roof, loading-bearing walls, foundation and structural portions of the entire structure;
- (b) the day-to-day maintenance and repair of the structure, including, without limitation, plumbing fixtures and lines, electrical wiring, all heating, ventilation and air-conditioning equipment and facilities, all facilities and equipment providing water, light and heat and including the floor coverings and maintenance of all walls (exterior and common areas). All decorating and redecorating of the common areas, including any painting of the walls; and
- (c) replacement and any required major capital repairs to all service and utilities lines serving the structure and to all heating, ventilation and air-conditioning equipment that existed at the beginning of the Term.

**5.3 *Compliance with Laws:*** The Tenant shall, at its own expense, comply with all applicable laws and regulations affecting the Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters.

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5.4 *Signs*: The Tenant shall have the right, at all times during the Term, at its own expense, to erect or cause to be erected such signs upon the Premises as it deems desirable, provided however, that no exterior signs shall be so erected without the consent of the Landlord, such consent not to be unreasonably withheld. The erection and maintenance of any and all such signs shall be in conformity with the requirements of all applicable laws and regulations.

## **6. Insurance, Releases and Indemnity**

6.1 *Landlord's Insurance*: The Landlord shall obtain and maintain in full force and effect, fire and extended insurance coverage on the Premises in amounts satisfactory to Landlord, acting reasonably.

6.2 *Tenant's Insurance*: The Tenant shall obtain and maintain in force and effect, the following insurance:

- (a) fire and extended insurance coverage on all property of the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000.00) or such higher limits as the Landlord may reasonably require from time to time;
- (c) such other forms of insurance as may be reasonably required by the Landlord and any mortgagee of the Premises from time to time.

The Tenant shall, upon request, provide to the Landlord certificates or policies of insurance evidencing compliance with the foregoing requirements.

6.3 *Mutual Release*: The parties hereby release each other as follows:

- (a) the Landlord hereby releases the Tenant with respect to any and all liability (including that derived from the fault or neglect of the Tenant, its subsidiaries, its parent company, assignees, subtenants, agents, employees or other persons under its direction or control) which the Tenant might otherwise have for any damage to or destruction of the Premises and any personal property of the Landlord, by fire, other casualty or cause

which the Landlord is required to insure against pursuant to the terms of this Lease or has otherwise insured, and

- (b) the Tenant hereby releases the Landlord with respect to any and all liability (including that derived from the fault or neglect of the Landlord, its subsidiaries, its parent company, assignees, agents, employees or other persons under its direction or control) which the Landlord might otherwise have for any damage to or destruction of the Premises and any personal property of the Tenant, by fire, other casualty or cause which the Tenant is required to insure against pursuant to the terms of this Lease or has otherwise insured.

**6.4 Further Release of Landlord:** Without limiting any other provisions herein, the Landlord shall not be liable for any damage resulting from the interruption of the Tenant's business caused by fire or other hazards (whether insured or not) or interruption of utilities or for any indirect or consequential damages, whether or not attributable to the negligence of the Landlord, and the Tenant does hereby expressly release the Landlord of and from any and all liability for such damage.

**6.5 Indemnity - Tenant:** The Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property:

- (a) arising out of any occurrence in or about the Premises;
- (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; and
- (c) arising from any breach by the Tenant of any provision of this Lease.

**6.6 Indemnity - Landlord:** The Landlord shall indemnify the Tenant and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property:

- (a) arising out of any occurrence in or about the property, excluding the Premises;
- (b) occasioned or caused wholly or in part by any act or omission of the Landlord or anyone for whom it is in law responsible; and
- (c) arising from any breach by the Landlord of any provision of this Lease.

## **7. Environmental Matters**

**7.1 Hazardous Materials:** The Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises; provided however that if any hazardous material is necessary to the Tenant's business, such hazardous material may be brought upon, kept or used in or about the Premises by Tenant but only if such hazardous materials are used, kept and/or stored in a manner that complies with all laws

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regulating any such Hazardous Material so brought upon, used or kept in or about the Premises. The Tenant shall immediately notify the Landlord in writing of any release or other activity at or upon the Premises for which notification of any governmental entity is required pursuant to applicable environmental or health laws and regulations. As used herein, the term "Hazardous Material" shall mean any substance capable of posing a risk or damage to health, safety, property or the environment including, without limitation, any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste, and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any applicable environmental or health laws and regulations.

*7.2 Environmental Indemnity:* If the Tenant breaches the obligations stated in the preceding section, or if the presence of Hazardous Material on the Premises caused or permitted by the Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs or exists as a result of the Tenant's use of the Premises, the Tenant shall indemnify, defend and hold the Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including sums paid in settlement of claims, legal fees (on a substantial indemnity basis) consultant fees and expert fees) which arise during or after the Term as a result of such contamination by the Tenant. This indemnification of the Landlord by the Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, provincial or local governmental agency resulting from the presence of any Hazardous Material in the soil or ground water on or under the Premises caused or permitted by the Tenant or for which Tenant is otherwise responsible. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by the Tenant results in any contamination of the Premises, or if any contamination of this Premises is discovered or suspected, the Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises.

## **8. Damage or Destruction**

*8.1 Damage or Destruction of the Premises:* If the Premises or any portion thereof is damaged or destroyed by fire or by other casualty:

- (a) rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises;

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- (b) if the Premises cannot, in the reasonable opinion of the Landlord's architect or engineer, be rebuilt within one hundred and eighty (180) days of the damage or destruction, the Landlord or Tenant may terminate this Lease by giving to the other party, within thirty (30) days after such determination, notice of termination, and thereupon rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord;

;

- (d) the Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. In performing any reconstruction or repair, the Landlord may effect reasonable changes to the Premises and its equipment and systems; and
- (e) any decisions regarding the extent to which the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding upon the parties.

## **9. Right to Enter**

*9.1 Landlord's Right to Enter.* The Landlord and its agents may, at all reasonable times upon reasonable notice, enter upon the Premises to view the condition thereof or to make such repairs or alterations as the Landlord may be required to make or may deem necessary for the safety, improvement or preservation of the Premises or for the purpose of exhibiting the Premises to prospective mortgagees and/or purchasers. The Landlord shall be entitled, without notice to or consent by the Tenant:

- (a) at any time during the last three (3) months of the Term, to place upon the exterior of the Premises the Landlord's usual notice(s) that the Premises are for rent; and
- (b) at any time during the last three (3) months of the Term, on reasonable prior notice, to enter upon the Premises during normal business hours for the purpose of exhibiting same to prospective tenants.

## **10. Sublease, Assignment and Sale**

*10.1 Sublease and Assignment.* The Tenant may not sublet the Premises in whole or in part or assign this Lease or any interest therein or otherwise part with or share possession of the Premises (any of the foregoing being a "Transfer"), without the approval of the Landlord. The Landlord shall act reasonably with respect to its consent for no more than 10% of the sublease of the floor space provided that the proposed subtenant does not engage in a trade that conflicts with the business of the Landlord.

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**10.2 Estoppel Certificate:** The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord a statement as prepared by the Landlord in writing certifying the following:

- (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modifications and that the same is in full force and effect as modified;
- (b) the amount of the annual rent then being paid;
- (c) the dates to which annual rent, by installments or otherwise, and other additional rent or charges hereunder have been paid; and
- (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

**10.3 Subordination and Non-Disturbance:** The Landlord agrees to obtain, at its own expense, from any mortgagee or any other party having an interest with priority to that of the Tenant, an agreement in a form reasonably satisfactory to the Tenant, to the effect that such party will not disturb the Tenant's possession of the Leased Premises, unless the Tenant is itself in default under the Lease, and then only as permitted under the terms of the Lease. The Tenant agrees to subordinate the Lease to a future mortgagee, provided that such future mortgagee will also provide the Tenant with a similar form of non-disturbance agreement.

**10.4 Sale by Landlord:** In the event of the sale or lease by the Landlord of its interest in the property or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

## **11. Default and Remedies**

**11.1 Events of Default:** The Tenant shall be in default upon the occurrence of any of the following (all of which are "Events of Default"):

- (a) any rent or other amount due is not paid within five (5) business days after notice in writing from the Landlord to the Tenant;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section, after notice in writing from the Landlord to the Tenant:
  - (i) the Tenant fails to remedy such breach within ten (10) business days (or such shorter period as may be provided in this Lease); or
  - (ii) if such breach cannot reasonably be remedied within ten (10) business days or such shorter period, the Tenant fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;

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- (c) the Tenant makes an assignment or sublease without the approval of the Landlord;
- (d) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (e) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (f) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

11.2 *Landlord Remedies*: If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, in accordance with the Commercial Tenancies Act, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under this Section 11.2(a) or proceeding under Section 11.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 11.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
  - (i) relet the Premises for whatever length and on such terms as the Landlord, in its discretion, may determine, and to receive the rent therefor;
  - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit, without notice to the Tenant;
  - (iii) make alterations to the Premises to facilitate their reletting; and
  - (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than rent, and third, to the payment of rent in

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arrears, with the residue to be held by the Landlord and applied to payment of future rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;

- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's rent together with the next six (6) months' installments of rent, less any month's installments of rent that rent was paid and proper notice was provided to the Landlord, if applicable, all of which shall immediately become due and payable as accelerated rent.

11.3 *Distress*: Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

11.5 *Remedies Cumulative*: Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute, or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

## **12. Miscellaneous**

12.1 *Notices*: Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the following addresses:

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to the Landlord: THE CORPORATION OF THE COUNTY OF FRONTENAC

to the Tenant: CATARAQUI REGION CONSERVATION AUTHORITY

and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of same or on the third (3<sup>rd</sup>) business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of the Canada Post Office shall be deemed to have been received only if delivered personally or sent by prepaid courier.

**12.2 Force Majeure:** Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section shall not under any circumstances operate to excuse the Tenant from prompt payment of rent and/or any other charges payable under this Lease.

**12.3 Waiver:** No waiver by any party hereto of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party hereto to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of rent by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such rent. All rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set off or abatement whatsoever, and the Tenant hereby waives the benefit of any statutory or other right in respect of abatement or set off in its favour at the time hereof or at any future time.

**12.4 Registration:** Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Premises. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; and (c) the Tenant pays the Landlord's reasonable costs on account of the matter. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat.

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**12.5 Interpretation:** Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease. If any Section or part or parts of a Section in this Lease are or become illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the Landlord and the Tenant as though such Section or part or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent, and the Landlord agrees to co-operate with the Tenant in bringing such application.

**12.6 Overholding:** If, at the expiration of the Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of one hundred and fifteen percent (115%) of the monthly installment of rent payable during the last year of the Term, and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

**12.7 Entire Agreement:** There are no covenants, representations, warranties, agreements or other conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties hereto, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties hereto.

**12.8 Successors and Assigns:** The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

**12.9 Personal Information:** Any Tenant that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant, as applicable (both initially and on an on-going basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.

**13.0 Counterparts and Transmission:** This lease agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This agreement may be validly executed and delivered by means of transmission of email of an electronically scanned original signature (such as in PDF file format).

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**IN WITNESS WHEREOF** the parties hereto have duly executed this Lease as of the date first written above.

**LANDLORD**

THE CORPORATION OF THE COUNTY OF FRONTENAC

\_\_\_\_\_  
Per:  
Title: Warden

\_\_\_\_\_  
Per:  
Title: Clerk

*We have the authority to bind the Corporation*

**TENANT**

CATARAQUI REGION CONSERVATION  
AUTHORITY

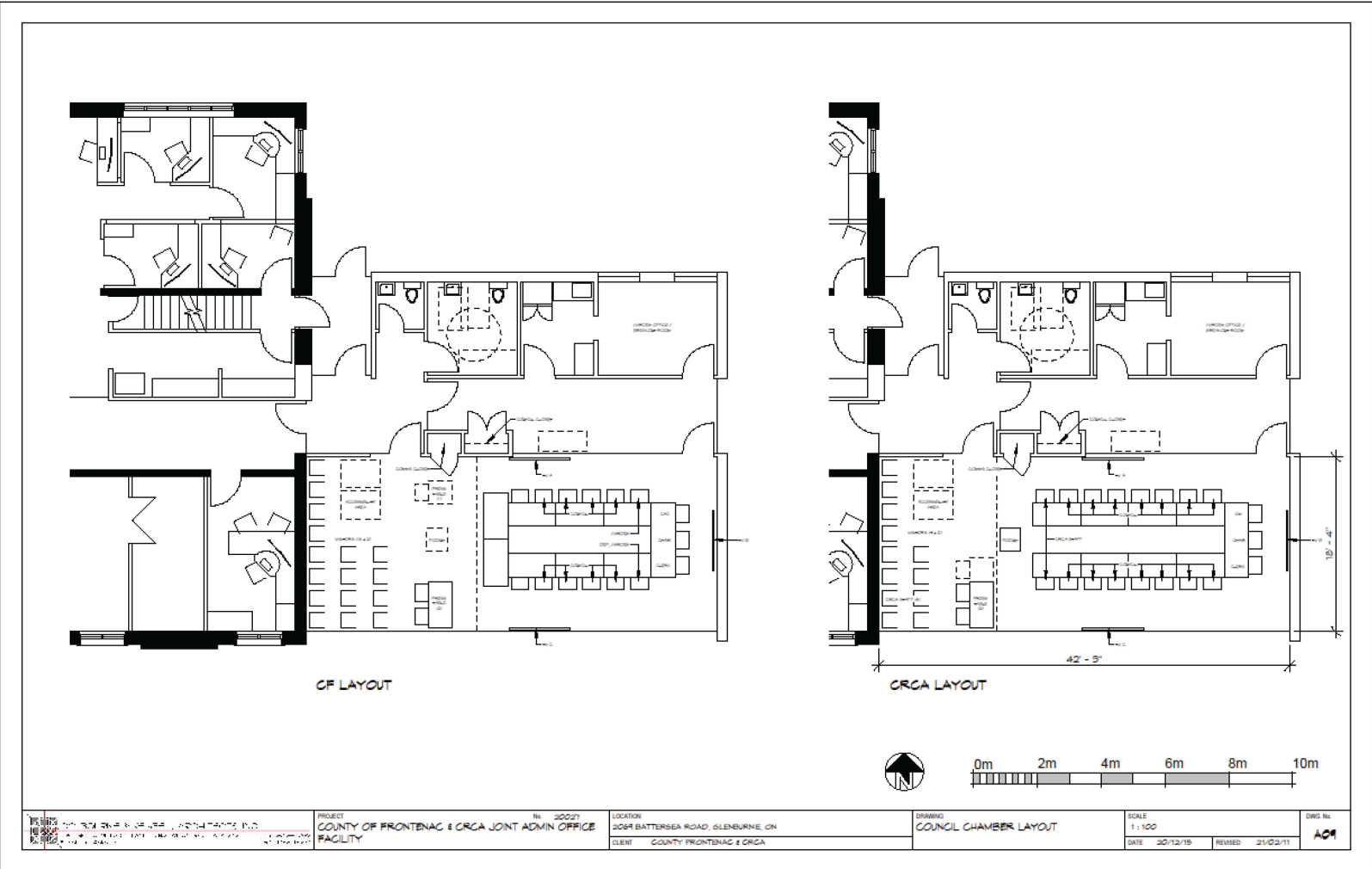
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Witness:

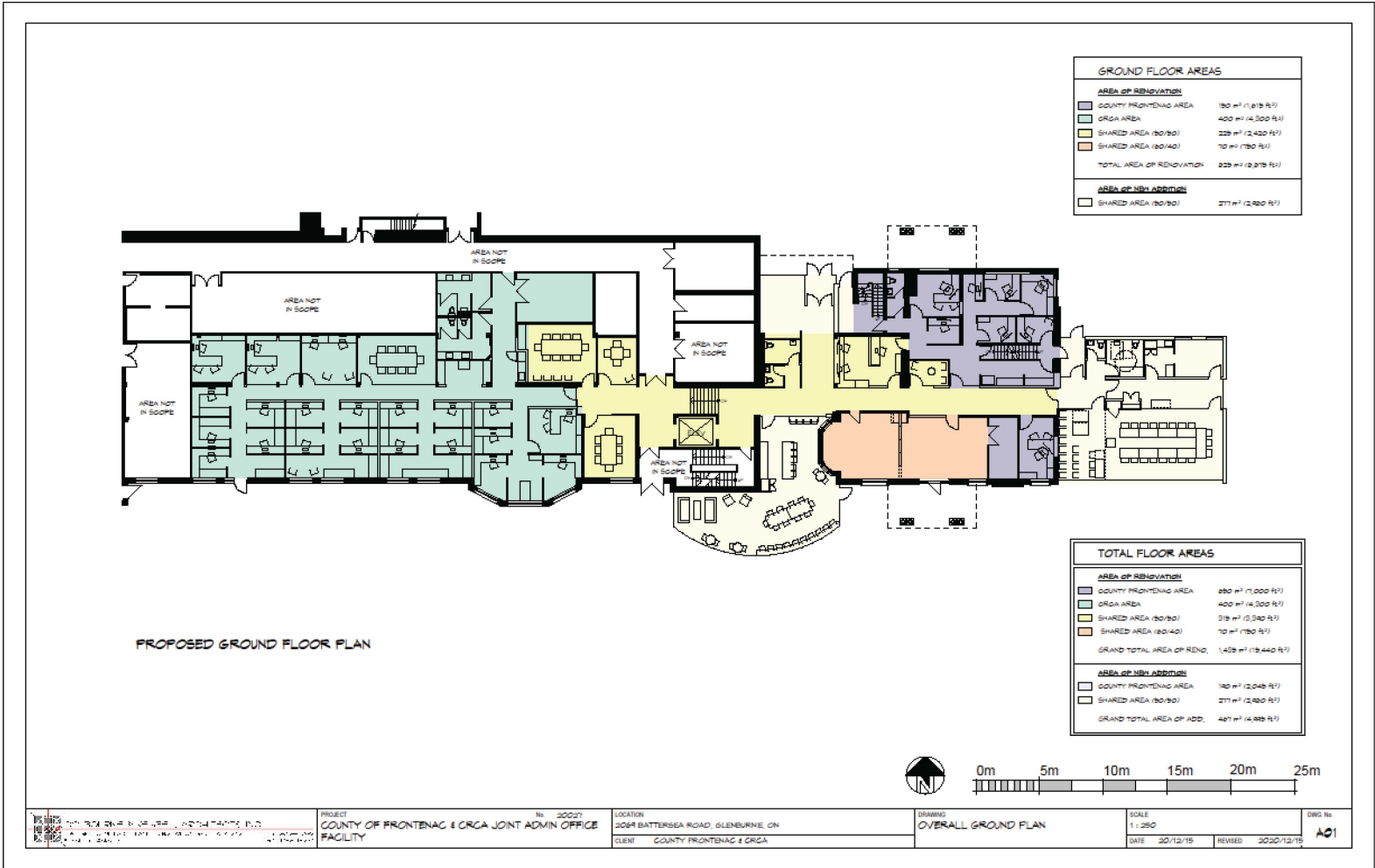
\_\_\_\_\_  
I have Authority to bind the Authority

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**SCHEDULE "A"**  
**SKETCH OF LEASED PREMISES**

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**SCHEDULE "B"**  
**FINANCIAL SUMMARY**

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County of Frontenac/Catarqui Region Conservation Authority - Joint Facility Project

DRAFT - Construction/Lease Information



27-Jul-22

DATA INPUT

Table One

Construction/Lease Information		Estimate	20434 Sq.Ft. 8930 Sq.Ft. 4155 Sq.Ft. 7350 Sq.Ft. 227.07 /Sq.Ft.
Construction Cost	\$ 4,490,000		
Site Works	\$ 250,000		
Fixtures (Table 6)	\$ -		
Design/PM Fees to Financed (Table 6)	\$ -		
Less Grant (Table 8)	-\$ 100,000		
Total to Be Financed	\$ 4,640,000		
Total Sq.M.	1,898.4		
Total Sq.M. - County	829.6		
Total Sq.M. - CRCA	386.0		
Total Sq.M - Common Space	682.8		
Check			
Length of Lease	20		
Capital Replacement/Amortization	50		
Inflation	2.0%		
Interest Rate On Debt	4.7%		
Administrative Fee on Debt	5.0%		
Total Percent Financed	50.0%		

Table Two

Allocation Calculation		
	% Allocation	Final % Allocation
County	43.7%	68.2%
CRCA	20.3%	31.8%
Common	36.0%	-

% of Allocation = % of Dedicated Space  
Final Allocation = % of Dedicated Space + % of Common Space

Table Three

Utilities* & Common Costs (Yr. One)	
Hydro*	-\$ 34,000
Natural Gas*	-\$ 9,800
Snow Clearing	-\$ 4,300
Janitorial (Common)	-\$ 30,000
Capital Replacement**	-\$ 60,000
Common Area Maint.***	-\$ 10,800
Technology (Common)	-\$ 50,000
Alarm & Security	-\$ 25,000
Blank	
<b>Total</b>	<b>-\$ 223,900</b>
CRCA Share	-\$ 71,200
County Share	-\$ 152,700

Table Four

Est. of Own Costs - CRCA (Yr. One)	
Internet	-\$ 4,200
Telephone	-\$ 9,000
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	
<b>Total</b>	<b>-\$ 13,200</b>

\* Assumes One Meter  
\*\* Const. \$/Amort.  
\*\*\* Percent of Capital Replacement Costs

Table Eight (New)

Grant Summary	
Amount	\$ 100,000
Received?	Yes
Amt xFr to Table One	\$ 100,000

Table Six

One Time or Financed Expenses	
Design/Project Management Fees %*	7.67%
Design/Project Mgt Fees	\$ 363,558
CRCA Share	\$ 115,611
County Share	\$ 247,947
Finance?	No
Amount to be Financed	\$ -
Furniture \$/EE	\$ 4,000
Landscaping Costs	\$ 50,000
CRCA EE Count	25
County EE Count	30
CRCA \$	\$ 100,000
County \$	\$ 170,000
Finance?	No
\$	-

Table Seven

Est. of Own Costs - County (Yr. One)	
Internet	-\$ 4,200
Telephone	-\$ 9,000
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	
Blank	
<b>Total</b>	<b>-\$ 13,200</b>

Table Five

Summary			
	Total	CRCA	County
Upfront Payment	\$2,140,000		\$2,140,000
Annual Loan PMT	-\$194,864	-\$115,010	-\$79,854
Admin Fee	-\$9,743	-\$5,751	-\$3,993
Amortization		\$0	\$0
<b>Total</b>	<b>-\$204,607</b>	<b>-\$120,761</b>	<b>-\$83,846</b>
Summary of Ongoing Costs (Yr. One)			
Utilities/Common	-\$223,900	-\$71,200	-\$152,700
Own Costs	-\$26,400	-\$13,200	-\$13,200
<b>Total</b>	<b>-\$250,300</b>	<b>-\$84,400</b>	<b>-\$165,900</b>

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If "Yes" to Table 1

If "Yes" to Table 1

\* Assumed to be a Category 5 Building (OAA Fee Guide)

**Cataraqui Conservation**  
**DRAFT**  
**10 YEAR PRO-FORMA BUDGET**



27-Jul-22

Year	1	2	3	4	5	6	7	8	9	10
Design & PM (if not financed)	-\$115,611									
Fixtures (if not financed)	-\$100,000									
CRCA Lease	-\$120,761	-\$120,761	-\$120,761	-\$120,761	-\$120,761	-\$120,761	-\$120,761	-\$120,761	-\$120,761	-\$120,761
Hydro*	-\$10,812	-\$11,028	-\$11,249	-\$11,474	-\$11,703	-\$11,937	-\$12,176	-\$12,420	-\$12,668	-\$12,921
Natural Gas*	-\$3,116	-\$3,179	-\$3,242	-\$3,307	-\$3,373	-\$3,441	-\$3,510	-\$3,580	-\$3,651	-\$3,724
Snow Clearing	-\$1,367	-\$1,395	-\$1,423	-\$1,451	-\$1,480	-\$1,510	-\$1,540	-\$1,571	-\$1,602	-\$1,634
Janitorial (Common)	-\$9,540	-\$9,731	-\$9,925	-\$10,124	-\$10,326	-\$10,533	-\$10,744	-\$10,958	-\$11,178	-\$11,401
Capital Replacement**	-\$19,080	-\$19,462	-\$19,851	-\$20,248	-\$20,653	-\$21,066	-\$21,487	-\$21,917	-\$22,355	-\$22,802
Common Area Maint.***	-\$3,434	-\$3,503	-\$3,573	-\$3,645	-\$3,718	-\$3,792	-\$3,868	-\$3,945	-\$4,024	-\$4,104
Technology (Common)	-\$15,900					-\$17,555				
Alarm & Security	-\$7,950	-\$318	-\$324	-\$331	-\$337	-\$344	-\$351	-\$358	-\$365	-\$373
Internet	-\$4,200	-\$4,284	-\$4,370	-\$4,457	-\$4,546	-\$4,637	-\$4,730	-\$4,824	-\$4,921	-\$5,019
Telephone	-\$9,000	-\$9,180	-\$9,364	-\$9,551	-\$9,742	-\$9,937	-\$10,135	-\$10,338	-\$10,545	-\$10,756
Blank	\$0									
Blank	\$0									
Blank	\$0									
Blank	\$0									
Blank	\$0									
Blank	\$0									
Blank	\$0									
Blank	\$0									
<b>Total</b>	<b>-\$420,773</b>	<b>-\$182,840</b>	<b>-\$184,082</b>	<b>-\$185,348</b>	<b>-\$186,640</b>	<b>-\$205,512</b>	<b>-\$189,301</b>	<b>-\$190,672</b>	<b>-\$192,070</b>	<b>-\$193,497</b>
Annual Increase %		-56.55%	0.68%	0.69%	0.70%	10.11%	-7.89%	0.72%	0.73%	0.74%

**SCHEDULE "C"**  
**MEMORANDUM OF UNDERSTANDING**  
**& LANDLORD'S WORK**

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## Shared Services Agreement

### Information Services

This agreement made as of this 16<sup>th</sup> day of October 2019  
between

**The Cataraqui Region Conservation Authority**  
(Hereinafter called "CRCA")

and

**The Corporation of the County of Frontenac**  
(Hereinafter called the "County" or "CofF")

**Whereas:** Section 20 of the *Municipal Act, S.O. 2001, c.25* provides that a municipality may enter into agreements with one or more municipalities or local boards for their joint benefit to provide a service or thing for their mutual benefit and the benefit of their respective inhabitants subject to the consent of the municipality or local board in which the service or thing is provided;

**And Whereas:** Information Services (I.S.) are an important and necessary service for the operation of a municipality or local board;

**And Whereas:** the parties have agreed to enter into an agreement to share staffing and resources related to the operation of a single Information Services Department to service all partners;

**And Whereas** the County and four municipalities have entered into a Shared Services Agreement (2015) to operate a Frontenac Municipal Information System (F.M.I.S);

**And Whereas** CRCA will be a full participant in the F.M.I.S. and will participate in a forthcoming review of the Shared Services Agreement between the County and participating municipalities;

**Now Therefore,** in consideration of the mutual covenants, conditions, considerations and payments herein contained, the parties mutually agree as follows:

### 1. Introduction

- a. This agreement is intended to provide information technology services related to the administration and oversight of the operation of the technology related to the servers, desktops, laptops, mobile technology, network systems, printers and telephony.

### 2. Definitions

- a. **Council** – means the elected members of the council or board for each of the parties to this agreement.
- b. **Chief Administrative Officer (C.A.O.)** – is the senior staff member for each of the parties to this agreement.
- c. **Manager of Information Services (M.I.S.)** – is the person appointed by the County to lead the information services department.
- d. **Frontenac Municipal Information Service (F.M.I.S.)** – the collective service provided to the parties.
- e. **Service Level Agreement (S.L.A.)** – an agreement that defines the service - scope, quality, and responsibilities – agreed between the parties, including performance standards.

### 3. General

- a. CRCA will participate on the FMIS Steering Committee.
- b. The day-to-day management of the Frontenac Municipal Information System will be provided by the M.I.S. (or designate) as appointed from time-to-time by the County, including:
  - i. Strategic Planning
  - ii. Project management
  - iii. Help desk support
  - iv. Network administration
  - v. Procurement
- c. For the purpose of the administration of this agreement, the M.I.S. will report to the Chief Administrative Officer of each partner who, in turn will provide guidance, advice and direction on the level of service provided within the budget allocation for the F.M.I.S. as approved by the County.
  - i. The C.A.O.s and the M.I.S. will meet annually to review operations.
  - ii. The M.I.S. will present an annual draft budget for consideration by September 15<sup>th</sup> of each year for the following year and November 15<sup>th</sup> in a year of an election
  - iii. Quarterly invoice will be provided by the M.I.S. in a timely manner to CRCA.
- d. The M.I.S. will provide direction to the Steering Committee based upon best practice, security and cost efficiency.
- e. It is understood that efficiencies and cost savings will be achieved by harmonizing policies and hardware/software platforms where practicable and possible and that the F.M.I.S. will work towards commonality where possible.

- f. Data segregation and security between the parties will be maintained, except where data sharing agreements are in place.
- g. Individual identities will be maintained except as agreed to by the parties.
- h. In order to meet the objectives of this agreement, front line F.M.I.S. staff will be employees of the County and where required will be members of CUPE 2290.
- i. F.M.I.S. staff will be assigned as required by the M.I.S. to ensure the secure operations of the system, taking into account training, vacation and system needs. For planning purposes, this will generally be as follows:
  - i. One Help Desk Assistant servicing County of Frontenac and CRCA
- j. The above staff are considered incremental to the needs of the County which currently consists of the following:
  - i. One M.I.S.
  - ii. One Network Administrator
  - iii. One Help Desk Assistant
  - iv. One G.I.S. Technician
  - v. One Business Analyst
- k. For the purposes of the efficient operation the F.M.I.S. the M.I.S. will have the ability to move staff as required.
- l. Training for F.M.I.S. staff is vital in order to ensure that policies, practices and implementation are of the highest quality. Training plans will be developed by the Manager of Information Systems and, if necessary reviewed annually with the Steering Committee.
- m. A service level agreement (S.L.A.) will be developed by the M.I.S. with the input of the C.A.O.s that will include the nature of the services provided and the performance level standards to be targeted. The S.L.A. is intended to be a living document that is adapted as technology and service demands change. The S.L.A. will be completed within one year of the signing of this agreement.

**4. Partner Responsibility**

- a. CRCA will be responsible for:
  - i. The cost of hardware and software solutions required to support their operations.
  - ii. Office/desk space for F.M.I.S. staff.
  - iii. Health, safety and orientation training as it relates to CRCA operations.
  - iv. Working with the M.I.S. re their efficient operations and integration into F.M.I.S.
  - v. Providing/nominating staff to sit on committees/working groups related to information systems, including all costs related to their participation.
  - vi. Policy enforcement, insurance and legal obligations related to their employees and directors use of F.M.I.S.
  - vii. Providing input re the performance of F.M.I.S. staff.

## 5. Financial Obligations

- a. The calculation of payment for the F.M.I.S. is based upon the principle of the calculation of costs that are incremental to the operation of the County Information System Department as of the 2019 approved County budget.
- b. Salaries for F.M.I.S. staff will be calculated based upon the actual amount paid to the employee + mandatory costs and benefits associated with the employee.
- c. The annual budget for F.M.I.S. will be developed based upon the incremental costs to operate F.M.I.S.
  - i. The Information Systems component of the budget for CRCA will be calculated using the following formula:
  - ii. The first annual (12 months) contribution from the CRCA for salaries + training + mileage will cover the transition costs estimated at \$109,000. After the first annual contribution, the CRCA participation cost will decline over a five-year (60 months) period to a base of \$90,000 (2019 dollars) or 80.4% of the position costs in any given year.

**(The salaries + training + mileage for the staff position that is incremental to the 2019 County complement**

**+**

**1/3 of the total cost of hardware and software costs required to support the staff position)**

- d. The County will invoice CRCA as follows:
  - i. March 31<sup>st</sup> – 25% of the budget amount
  - ii. June 30<sup>th</sup> – 25% of the budget amount
  - iii. Sept 30<sup>th</sup> – 25% of the budget amount
  - iv. December 31<sup>st</sup> – 25% of the budget amount
  - v. January 31<sup>st</sup> of the following year, a reconciliation of budget to actual
- e. If there is an excess in funds collected it will be refunded to the CRCA and if there is a deficit it will be invoiced to the CRCA.

## 6. Liability

- a. Each party to this agreement shall assume full responsibility and cost for any actions or lack of actions brought against the partner for incidents or events that happen within their partner borders or are directly related to them as a result of their own negligent acts or omissions and no liability shall attach or accrue to the other parties.
- b. Despite Section 6 paragraph a), in the event that liability or action is brought against the parties collectively, then any cost or awards shall be split on a

percent basis as per the percentage split funding formula in place on the day of the event or incident.

- c. Subject to paragraphs a) and b) above, each of the partners agrees to indemnify and hold the other partner harmless from and against all actions, suits, claims and demands which may be brought against or made upon another party including all loss, costs, charges and expenses as well as legal costs which may be incurred as a result of having entered into this agreement to the extent that such actions, suits, claims and demands arise from the negligence of that partner in the carrying out of its obligations pursuant to this agreement.

#### **7. Termination and Amendments**

- a. This agreement shall remain in force until any party provides written notice of termination at least eighteen (18) months prior to the desired date of termination. The party giving notice shall be responsible for the other parties' costs associated with agreement termination, including any cost associated with employee severances or terminations.
- b. If the parties agree to a termination of this Agreement, then the costs associated with termination will be split based upon the percentage split in the year of the termination.
- c. This Agreement may be amended at any time by the mutual consent of the parties in writing, after the party desiring the amendment(s) gives the other party a minimum of ninety (90) days written notice of the proposed amendment(s).
- d. This Agreement may be replaced, by the mutual consent of the parties in writing, by an updated Shared Services Agreement between the County, CRCA and participating municipalities.

#### **8. Disputes and Disagreements**

- a. If, during the term of this agreement, a dispute or disagreement arises between the parties that cannot be resolved by the M.I.S., the C.A.O.s will be charged with making a determination. Where the C.A.O.s cannot collectively come to a satisfactory resolution within thirty (30) days, the following dispute resolution procedure will be followed:
  - i. A committee of the County Warden and the Chair of the Full Authority Board of CRCA supported by the C.A.O.s.
  - ii. Failing paragraph i. above, within ninety (90) days or such timing as may be mutually agreeable, the parties will submit the dispute or disagreement to arbitration in accordance with the provision of the *Municipal Arbitrations Act*.
  - iii. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been

chosen jointly by the parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

- iv. The parties agree to fully cooperate in any dispute or disagreement process, including the release of information and/or access to individuals.
- b. Except where clearly prevented by a dispute or disagreement that arises under this agreement, the parties shall continue performing their respective responsibilities under this agreement while the dispute or disagreement is being resolved in accordance with this Section, unless or until such responsibilities are lawfully terminated or expire in accordance with terms of this agreement.

**9. Notice**

Any notice that is required to be given pursuant to this agreement shall be deemed to have been validly given if delivered to the Attention of the Clerk to the following:

**Cataraqui Region Conservation  
Authority**  
1641 Perth Road, P.O. Box 160  
Glenburnie, Ontario K0H 1S0

**County of Frontenac**  
2069 Battersea Road  
Glenburnie, Ontario, K0H 1S0

**10. Severability**

- a. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then this agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.

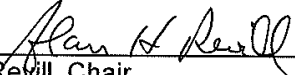
**11. Governing Law**

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

**In Witness Whereof** the said Corporations have hereto affixed their corporate seals as attested by the hands of their proper officer duly authorized in that regard.

**Cataraqi Region Conservation Authority**

Per:

  
\_\_\_\_\_

Alan Reville, Chair

Per:

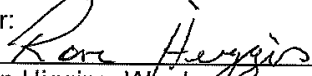
  
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Donna Campbell, Assistant, Chair & GM

**The Corporation Of The County Of**

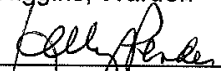
**Frontenac**

Per:

  
\_\_\_\_\_

Ron Higgins, Warden

Per:

  
\_\_\_\_\_

Kelly Pender, CAO

**By-Law Number 2022-0029**

**of**

**The Corporation of the County of Frontenac**

being a by-law to Authorize the Warden and Clerk to Enter into a Lease Agreement with the Cataraqui Region Conservation Authority (CRCA) for a Joint Administrative Facility located at 2069 Battersea Road, Glenburnie

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**Whereas** Sections 5 of the Municipal Act, 2001, as amended (hereinafter the Act) provides that a municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by its council by by-law, unless the municipality is specifically authorized to do otherwise; and,

**Whereas** the County of Frontenac wishes to enter into a Lease Agreement with the Cataraqui Region Conservation Authority (CRCA) for a Joint Administrative Facility located at 2069 Battersea Road, Glenburnie;

**Now Therefore Be It Resolved That** the Council of the Corporation of the County of Frontenac hereby enacts as follows:

1. **That** the Council of the County of Frontenac authorize the Warden and Clerk to Enter into a Lease Agreement with the Cataraqui Region Conservation Authority (CRCA) for a Joint Administrative Facility located at 2069 Battersea Road, Glenburnie.
2. **That** this By-law shall come into force and take effect upon the date of final passing.

Read a First and Second Time this 3<sup>rd</sup> day of August, 2022.

Read a Third Time, Signed, Sealed and Finally Passed this 3<sup>rd</sup> day of August, 2022.

**The Corporation of the County of Frontenac**

\_\_\_\_\_  
Denis Doyle, Warden

\_\_\_\_\_  
Jannette Amini, Clerk

**By-Law No. 2022-031**

**of**

**The Corporation of the County OF Frontenac**

being a by-law to confirm all actions and proceedings of County Council on  
August 3, 2022

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**Whereas** Section 8 of the *Municipal Act, S.O. 2001, c.25* and amendments thereto provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other *Act*; and;

**Whereas** Subsection 2 of Section 11 of the *Municipal Act, S.O. 2001, c.25* and amendments thereto provides that a lower-tier municipality and an upper-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction described in the Table to Subsection 2 subject to certain provisions, and;

**Whereas** Section 5 of the *Municipal Act, S.O. 2001, c. 25* and amendments thereto provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 shall be exercised by its council and by by-law unless the municipality is specifically authorized to do otherwise; and;

**Whereas** the Council of the County of Frontenac deems it expedient to confirm its actions and proceedings;

**Now Therefore Be It Resolved That** the Council of the Corporation of the County of Frontenac hereby enacts as follows:

1. **That** all actions and proceedings of the Council of the County of Frontenac taken at its special meeting held on August 3, 2022 be confirmed as actions for which the municipality has the capacity, rights, powers and privileges of a natural person.
2. **That** all actions and proceedings of the Council of the County of Frontenac taken at its special meeting held on August 3, 2022, be confirmed as being matters within the spheres of jurisdiction described in Subsection 2 of Section 11 of the *Municipal Act, S.O. 2001, c.25* and amendments thereto.
3. **That** all actions and proceedings of the Council of the Corporation of the County of Frontenac taken at its special meeting held on August 3, 2022 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.

4. **That** this by-law shall come into force and take effect as of the final passing thereof.

Read a First and Second Time this 3<sup>th</sup> day of August, 2022

Read a Third Time and Finally Passed, Signed and Sealed this 3<sup>th</sup> day of August, 2022.

**The Corporation of the County of Frontenac**

\_\_\_\_\_  
Denis Doyle, Warden

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Jannette Amini, Clerk