

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2017-27

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO
EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP
OF EDWARDSBURGH/CARDINAL AND THE CORPORATION OF THE TOWN OF
PRESCOTT, THE CORPORATION OF THE CITY OF BROCKVILLE, THE
CORPORATION OF THE TOWNSHIP OF AUGUSTA, THE CORPORATION OF
THE TOWNSHIP OF ELIZABETHTOWN-KITLEY, THE CORPORATION OF THE
TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS, AND THE
CORPORATION OF THE TOWNSHIP OF FRONT OF YONGE FOR A JOINT
COMMISSION FOR ECONOMIC DEVELOPMENT"**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force;

AND WHEREAS Municipal Council deems it desirable to enter into a joint agreement with The Corporation of the Town of Prescott, The Corporation of the City of Brockville, The Corporation of the Township of Augusta, The Corporation of the Township of Elizabethtown-Kitley, The Corporation of the Township of Leeds and the Thousand Islands, and The Corporation of the Township of Front of Yonge in respect of the creation of the St. Lawrence Corridor Economic Development Commission.

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Joint Commission for Economic Development agreement attached hereto as Schedule A.
2. That the "Joint Commission for Economic Development" and its Schedules attached thereto shall form part of this by-law.
3. This by-law will come into force and take effect on its passing.

Read a first and second time in open Council this 23rd day of May, 2017.

Read a third and final time, passed, signed and sealed in open Council this 23rd day of May, 2017.



Mayor



Deputy Clerk

Joint Commission for Economic Development

For the Period of

April 1, 2017 to March 31, 2020

Between:

The Corporation of the Town of Prescott

- and -

The Corporation of the City of Brockville

- and -

The Corporation of the Township of Augusta

- and -

The Corporation of the Township of Elizabethtown – Kitley

- and -

The Corporation of the Township of Leeds and the Thousand Islands

- and -

The Corporation of the Township of Front of Yonge

- and -

The Corporation of the Township of Edwardsburgh - Cardinal

In respect of:

**St. Lawrence Corridor Economic
Development Commission**

THIS AGREEMENT effective as of _____ day of _____, 20____

BETWEEN:

The Corporation of the Town of Prescott

and

The Corporation of the City of Brockville

and

The Corporation of the Township of Augusta

and

The Corporation of the Township of Elizabethtown-Kitley

and

The Corporation of the Township of Leeds and the Thousand Islands

and

The Corporation of the Township of Front of Yonge

and

The Corporation of the Township of Edwardsburgh-Cardinal

WHEREAS an informal agreement now exists between the above-named municipalities intended to implement ways and means of enhancing the level of economic development in the area, comprising the jurisdiction of the above named municipalities, hereinafter called the St. Lawrence Corridor Economic Development Commission;

WHEREAS the Councils of the above named municipalities agree to provide for the method of operation of the Economic Development Commission and the funding of same;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the following conditions, the parties to this agreement agree as follows:

1. The joint commission for economic development shall be called the St. Lawrence Corridor Economic Development Commission, hereinafter referred to as the SLCEDC.

2. The purpose of the SLCEDC shall be to achieve:
 - a) Net growth of employment and assessment base focused on Industrial/Commercial sectors within the geographic boundaries of the partner municipalities;
 - b) Net growth and diversification of those industries and commercial businesses existing within the geographic boundaries of the partner municipalities;
3. The SLCEDC shall have no responsibility for the promotion or coordination of area tourism.
4. Composition of the Commission
 - a) The SLCEDC Board shall be composed of representatives
 - b) appointed by each participating Municipality as follows:
 - i. City of Brockville
Mayor– 1 representative
Business/Industrial Rep. – 1 representative
 - ii. Town of Prescott
Mayor– 1 representative
Business/Industrial Rep. – 1 representative
 - iii. Township of Augusta
Mayor– 1 representative
Business/Industrial Rep. – 1 representative
 - iv. Township of Edwardsburgh-Cardinal
Mayor– 1 representative
Business/Industrial Rep. – 1 representative
 - v. Township of Elizabethtown-Kitley
Mayor– 1 representative
Business/Industrial Rep. – 1 representative
 - vi. Township of Front of Yonge
Mayor– 1 representative
Business/Industrial Rep. – 1 representative
 - vii. Township of Leeds and the Thousand Islands
Mayor– 1 representative
Business/Industrial Rep. – 1 representative

5. Officers of the Commission - The members of the SLCEDC shall appoint their own Chairperson and officers and shall establish terms of office in their own by-laws.
6. There shall be an EDC Office which functions as follows:
 - a) The office shall be quite separate and apart from the participating municipal offices, unless otherwise unanimously agreed to by the parties hereto. The office location must be affordable with the SLCEDC looking to local industry for in-kind support;
 - b) The municipalities shall, where such information is available, provide to the SLCEDC, current up-to-date information for distribution to clients with regard to industrial land available and its location, municipal and privately owned land (with a map showing same), taxation, servicing, planning, housing, and other matters required by the SLCEDC;
 - c) The municipalities shall regard the SLCEDC as similar to a department of the municipality, with respect to seeking or receiving technical or other comments on industrial or business projects, plans and policies within the municipality;

The SLCEDC shall be responsible for evaluating factors which may have an impact on the economic development of a member municipality and to provide a report outlining the evaluation to each municipality. All business contacts and consultations made by the SLCEDC shall be kept strictly confidential, with any third party information provided by the EDC in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

7. It is understood by all the parties hereto and all parties hereto covenant and agree that this agreement shall be for three years and shall continue on a yearly basis thereafter unless terminated by any of the parties hereto in accordance with the provisions of this agreement. Any party to this agreement may give one year's written notice to the EDC that it intends to terminate its involvement in the EDC. This termination shall be without liability, it being understood that the terminating party shall contribute its share of the costs assumed by the EDC up to the termination date.

Notwithstanding any of the above, should the termination of one or more parties cause the SLCEDC to cease operations, all parties shall be responsible for their per capita share of wind-up costs including personnel termination compensation

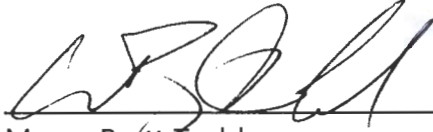
8.
 - a) Each municipality shall contribute toward the operating costs of the SLCEDC on an equal per capita basis, based on the population figures published by Statistics Canada;

- b) The Census of Canada population figures are revised every five years, with the latest Census figures outlined in Appendix B. Population figures may be updated to reflect municipal boundary changes.
 - c) The funding formula for the SLCEDC shall be established as \$4.00 per capita, per year, unless changed on the recommendation of the SLCEDC and approved by participating Councils.
9. The mission and strategies of the SLCEDC shall be set out in its economic development strategy, which shall be approved by the SLCEDC Board every three years. After review, the economic development strategy shall be presented to the municipalities and remain in effect for the three year period.
 10. Member municipalities of the SLCEDC shall appoint business/industrial representatives for three-year terms, with provisions for an extension for a further three years.
 11. Each elected SLCEDC member may bring municipal staff to any meeting, serving as a non-voting resource to their Board representatives.
 12. The direction of the affairs of the SLCEDC shall be vested in the Commission. The Commission shall prepare its own by-laws for the governance of its activities.
 13. A quorum shall be a simple majority of members.
 14. The Commissioner of the SLCEDC shall be appointed by the SLCEDC Board.
 15. Membership in the SLCEDC shall consist of representatives of the member municipalities indicated, however the members agree that additional area municipalities are eligible to become members under the terms and conditions hereto. Any municipality joining after the initial establishment of the SLCEDC shall be responsible for any one-time costs and full-year annual fees associated with their membership. Additional membership should be consistent with the founding principles of the SLED C.
 16. The SLCEDC will provide no remuneration for appointees to the Commission, however, any member municipality is free to provide such if they so decide.

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

FOR:

Corporation of the Town of Prescott



Mayor Brett Todd



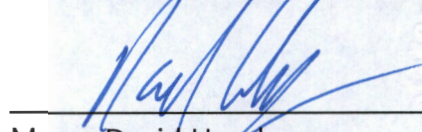
Kimberly Casselman, Clerk

May 23/17

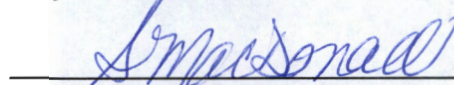
Date

FOR:

Corporation of the City of Brockville



Mayor David Henderson



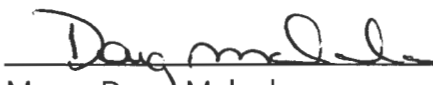
Sandra MacDonald, Clerk

May 10/17

Date

FOR:

Corporation of the Township of Augusta



Mayor Doug Malanka

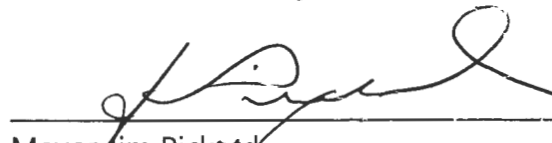


Annette Simonian, Clerk


Date

FOR:

Corporation of the Township of Elizabethtown-Kitley



Mayor Jim Pickard



Yvonne Robert, CAO Clerk

May 9 2017


Date

FOR:

Corporation of the Township of Leeds and the Thousand Islands



Mayor Joe Baptista




Vanessa Latimer, Clerk

June 19, 2017

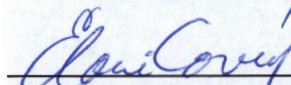
Date

FOR:

Corporation of the Township of Front of Yonge



Mayor Roger Haley



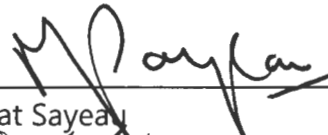
Elaine Covey, Clerk

May 16, 2017

Date

FOR:

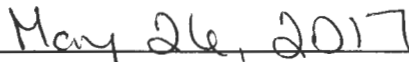
**Corporation of the Township of
Edwardsburgh Cardinal**



Mayor Pat Sayeau



Debra McKinstry, CAO Clerk



Date

Appendix A

St. Lawrence Corridor Economic Development Commission Member Municipalities

The Corporation of the Town of Prescott

The Corporation of the City of Brockville

The Corporation of the Twp. of Augusta

The Corporation of the Twp. of Elizabethtown-Kitley

The Corporation of the Twp. of Leeds and the Thousand Islands

The Corporation of the Twp. of Front of Yonge

The Corporation of the Twp. of Edwardsburgh-Cardinal

Appendix B

St. Lawrence Corridor Economic Development Commission Member Municipalities

2011 Canada Census Population Figures

The Corporation of the City of Brockville- 23,354
The Corporation of the Town of Prescott – 4,284
The Corporation of the Twp. of Augusta - 7,430
The Corporation of the Twp. of Edwardsburgh-Cardinal - 6,959
The Corporation of the Twp. of Leeds and the Thousand Islands – 9,277
The Corporation of the Twp. of Elizabethtown-Kitley – 9,724
The Corporation of the Twp. of Front of Yonge - 2,680

ECONOMIC DEVELOPMENT SERVICES

Allocation of Duties

ISSUE	EDC ROLE	MUNICIPAL ROLE
<u>Advertising</u> print media (magazine, newspaper, CD-ROM) electronic (TV/radio/web) billboard & similar general advertising (i.e. flyers, posters, circulars)	all forms of regional marketing initiatives	as deemed necessary to achieve an objective specific to the municipality, beyond budgeted programs/mandate of EDC
<u>Trade Shows / Promotions</u> trade shows promotions 'fam' tours	primarily responsible but will draw staff support from municipalities as necessary	staff support to EDC as required as deemed necessary to achieve an objective specific to the municipality, beyond budgeted programs/mandate of EDC
<u>Publications</u> profiles directories videos brochures magazines newsletters	regional profile regional industrial directory regional lure brochure(s) magazines videos	community profiles local business directories industrial park profiles/promotional pieces procedural/operational brochures newsletters
<u>Business Services</u> business planning export readiness capital & financing educational programs job fairs resource materials (library)	coordinate job fairs & similar to service needs of local industry administration of self-help office other matters responsibility of Trenval and self-help office	through financial support of the self - help office (may be transferred to EDC under partnership agreement)
<u>Prospecting/Prospect Services</u> finding/pursuing leads information dissemination site & community tours business community introductions	initial contact, pursue all appropriate leads & promote the region defer discussions on specific sites to respective municipal office – participate as necessary assist municipalities as necessary/ appropriate in assembling a package to finalize a deal (i.e. applying for gov't grants, developing employee training proposal, etc.)	municipal offices act as agents for EDC for initial contact – information on leads provided to EDC as appropriate prospecting -- pursue specific initiatives/ leads suited to needs/ opportunities in specific municipality detailed discussions with proponents (property, services, approvals, municipal requirements, etc.) -- use EDC as necessary to complete selling package

ISSUE	EDC ROLE	MUNICIPAL ROLE
<u>Retention Programs</u> information dissemination educational services communication programs needs assessments	monitor local business issues & coordinate programs to address regional needs/issues coordinate educational/training services with Trenval & self-help off.	communication/visitation programs appreciation functions & business forums infrastructure needs assessments advise EDC of general/regional issues identified through visitation & forums
<u>Research</u> regional economy government programs business/industrial trends surveys	monitor government programs & up- date local municipalities conduct wage/benefits surveys monitor business trends	conduct research as necessary to meet local needs and address local issues

Appendix C

St. Lawrence Corridor Economic Development Commission Terms of Reference

Guiding Principles

Net growth of employment and assessment base focused on Industrial/Commercial sectors within the geographic boundaries of the partner municipalities;

Net growth and diversification of those industries and commercial businesses existing within the geographic boundaries of the partner municipalities;

The SLCEDC will pursue these objectives in addition to the existing efforts and in collaboration with organizations such as the local Economic Development Offices and the United Counties of Leeds & Grenville.

Definitions

Municipalities - For the purpose of this document the word Municipalities and its derivatives will collectively mean Towns, Cities, Townships, County and other incorporated Municipal entities. The use of the word is meant to be inclusive.

SLCEDC – St. Lawrence Corridor Economic Development Commission

Economic Development Office (“EDO”) – Collectively any and all economic development offices located in the subject geography

Economic Development Advisory Team (“EDAT”) – Collectively any and all economic task forces, either official or unofficial located in the subject geography

Chief Executive Officer (“CEO”) – for the purpose of this draft agreement, the yet to be formed organization will be run by a Commissioner who will be appointed as the CEO reporting to a board of directors. This individual will not be a member of the board.

Non-Disclosure Agreements (“NDA”) – Collectively any and all agreements between Economic Development Offices or SLCEDC and potential investors or prospective companies that stipulate non-disclosure of any information.

Memorandum of Understanding (“MOU”) – An agreement in principal between the named municipalities dated September 30, 2016.

Overview of structure

Alignment

The SLCEDC must be able to align and be well connected to the business community with the private sector well represented within the governance and advisory structure. While the respective municipalities play a strong role, there should be some disconnect from councils through the establishment of a non-profit corporation.

Autonomy

This SLCEDC needs to make fast paced decisions and therefore needs to function in an environment with a minimum of bureaucracy. Organizational leadership will need to have clear direction on goals and an understanding of their authority to execute the strategic plan. A Board should be established to oversee governance and strategic planning, while holding the CEO accountable for meeting business objectives.

Autonomy will be gained through the organization setting their own policies and goals through a Board of Directors reflecting the nature and needs as outlined in the Memorandum of Understanding between the municipalities.

Administration

As an autonomous corporation, the SLCEDC will use full-cost accounting, with all costs attributed to the corporation. All overruns and underruns will stay with the corporation with a surplus or debt being carried into the next fiscal year. The SLCEDC shall handle all of its own administrative duties including but not limited to minutes of board meetings, distribution of reports, and a separate set of corporate books. Council input should be limited to their respective participation as a member of the Board of Directors.

Contracts

Contracts may be signed within the governance rules as established by the Board of Directors and may not extend past the funding commitment of the partner municipalities.

Areas of Collaboration with Stakeholders

Marketing

Where appropriate and within the budget of the corporation, the CEO may decide to actively and/or financially participate in marketing activities. The CEO is to allocate resources to best achieve the goal of attracting new industrial and commercial businesses to the SLCEDC member municipalities. It is understood and expected that these collaborative activities would form part of the SLCEDC marketing plan to take advantage of all potential synergies between the entities

Communication

Where appropriate and acceptable under the terms of any future or existing Non-Disclosure Agreements, the SLCEDC through its CEO will regularly communicate attraction activities and potential new businesses to the municipal Economic Development offices. The purpose is to foster cooperation between the entities for successful attraction of new businesses.

External Communication

It is expected that regular media communication will be required to enhance the marketing activities of the SLCEDC in attracting new clients and this will be left to the discretion of the CEO. With respect to communication of the new business investments, all press releases, social media communication, and other media attributions will reference the collective efforts of the municipality in which the subject company is locating, the efforts of the SLCEDC and the appropriate Economic Development office.

Stakeholder Communication

On an annual basis, the SLCEDC will provide a presentation to the represented municipal Councils highlighting its achievement to the Board established goals and an overview of activities. Where possible, this presentation will be done jointly with the applicable EDO. The SLCEDC will also serve as a communication conduit of how potential capital investments and/or changes in service rates would impact new industrial and commercial business investment in the area.

Lead Protocol

Lead protocol development should be considered as a working document, overarching goal is to increase the number of jobs throughout the corridor through investment activities. The desire is to have a system for a coordinated and consistent approach to responding to inquiries that offers more opportunities for sites and buildings but presents a unified economic region, including a large labour force, support services and lifestyle. Notwithstanding the following lead handling protocol, the strategic intent of this commission is to be a pro-active generator of industrial and commercial leads.

Potential Lead Sources

- i. Ministry of Economic Development & Growth
- ii. Ontario Ministry of Agriculture, Food & Rural Affairs
- iii. Real Estate
- iv. Department of Foreign Affairs & International Trade
- v. Site Locator and lead generators
- vi. Trade show functions/prospects
- vii. Community Ambassadors
- viii. Economic Development Offices
- ix. Economic Development Advisory Committees
- x. Consultants
- xi. Direct from Company Contacts
- xii. Local Contacts
- xiii. Ontario East Economic Development Commission
- xiv. Eastern Ontario Strategy Leadership Team
- xv. Active Calling List

Lead to SLCEDC

- 1. Phone / e-mail contact to establish relationship and discuss requirements
- 2. Send response package as developed
 - a) Basic brochures and literature
 - b) Customized response package based on understood requirements also customized for strategic resources as identified
- 3. Listing of available site / building inventory
- 4. Notify appropriate municipal partners
- 5. Follow-up
 - a) Provide additional more detailed information
 - b) Involve other partners and Economic Development officers
 - c) Clarification of information
 - d) Hand-off to other EDO if appropriate
- 6. Short-Listing of Sites

- a) Consult with other EDO to develop short list as allowed within any NDA's
- b) Confirm sites that are most desirable
- c) Advise municipal partners (municipal can mean multiple municipalities)
- d) Municipality to work with SLCEDC for short list response
- 7. Coordinate follow-up with municipality
- 8. Site visit
 - a) Tour community and requested sites. Municipal staff to participate in their specific communities
 - b) Presentation of overall community information, specific municipal and site information
 - c) Appropriate departments and organizations are available to provide information.
- 9. Follow-up
 - a) Coordinate delivery and presentation of additional information from the SLCEDC and municipality
 - b) Negotiations with land owners, building owners and service providers where SLCEDC can serve as a resource to assist in resolving issues
- 10. Final Location Decision
 - a) SLCEDC available as a resource during start-up and on-going operations

Lead to Municipality

- 1. Municipality will respond directly or through SLCEDC. SLCEDC is a resource to assist municipalities in responding to and developing site selection opportunities. If the same lead goes to more than one municipality, then the SLCEDC provides information presenting all options in all the requested municipalities.
- 2. Clarify and discuss requirements
- 3. Send response package
 - a) Basic brochures and literature
 - b) Customized response package based on understood requirements also customized for strategic resources as identified
- 4. Listing of available site / building inventory
- 5. Notify appropriate municipal partners
- 6. Follow-up
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 - c) Appropriate departments and organizations are available to provide information.
- 10. Follow-up
 - a) Coordinate delivery and presentation of additional information from the SLCEDC and municipality
 - b) Negotiations with land owners, building owners and service providers where SLCEDC can serve as a resource to assist in resolving issues
- 11. Final Location Decision
 - a) SLCEDC available as a resource during start-up and on-going operations

Lead Hand-off

Where opportunities are, but not limited to:

- Tourism
- Retail
- Institutional

In these cases the SLCEDC will work with the appropriate municipality or EDO to place the opportunity in the home of best fit.