



AGENDA

Township of South Stormont

Wednesday, February 12, 2020, 5:00 PM

2 Mille Roches Road Long Sault ON

Pages

- 1. Call Meeting to Order / Opening Remarks**
- 2. Confirmation of Agenda**
- 3. Disclosure of Pecuniary Interest**
- 4. Presentations**
 - a. Special Recognition - Paulette Rossi (Roxborough Bus Lines)
- 5. Public Meeting**
- 6. Delegations**
- 7. Adoption of Minutes**
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 - b. January 28, 2020 10
- 8. Consent Items**
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 - b. City of Cornwall Request for Support - French Language University 13 - 14
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- a. Upper-Tier Report
- b. Cornwall Township Historical Society
- c. Lost Villages Historical Society
- d. Raisin Region Conservation Authority 104 - 108
- e. South Stormont Sports Hall of Fame
- f. Volunteer Appreciation Committee
- g. Waterfront Development Committee 109 - 114
- h. South Stormont / South Dundas Doctor Recruitment Committee

13. By-laws

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14. Motions and Notices of Motions

15. New Business

16. Closed Meeting

- a. Personal Matters About an Identifiable Individual
Specifically: Employee(s)
- b. Labour Relations or Employee Negotiations
Specifically: Union Negotiations

17. Ratification By-Law

- a. By-law No. 2020-019

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18. Adjournment by Resolution

TOWNSHIP OF SOUTH STORMONT
REGULAR MEETING MINUTES

THE FORTY-SECOND MEETING
January 22, 2020

Council Present Mayor Bryan McGillis
 Deputy Mayor David Smith
 Councillor Andrew Guindon
 Councillor Jennifer MacIsaac
 Councillor Cindy Woods

Staff Present Debi LucasSwitzer, Chief Administrative Officer
 Kevin Amelotte, Director of Parks and Recreation
 Gilles Crepeau, Fire Chief
 Ross Gellately, Director of Public Works
 Loriann Harbers, Director of Corporate Services/Clerk
 Cindy Piche, Director of Finance/Treasurer
 Peter Young, Director of Planning/EDO

1. Call Meeting to Order / Opening Remarks

A regular meeting of Council commenced at 5:00 PM at the South Stormont Town Hall.

2. Confirmation of Agenda

Members were advised that Acting Sergeant Quinlan will be in attendance.

3. Disclosure of Pecuniary Interest

4. Presentations

5. Public Meeting

6. Delegations

Acting Sergeant Quinlan was in attendance to provide an update to Council on the work of the Ontario Provincial Police in South Stormont.

7. Adoption of Minutes

Resolution No. 012/2020
Moved by: Councillor MacIsaac
Seconded by: Councillor Guindon

That the minutes of the January 8 and 14, 2020 meetings be adopted as circulated.

CARRIED

8. Consent Items

Resolution No. 013/2020
Moved by: Councillor Woods
Seconded by: Deputy Mayor Smith

That all items under the Consent Items section of the Agenda be received and filed for information purposes.

CARRIED

- a. Stewardship Ontario - Industry Funding for Municipal Blue Box Recycling for Third Quarter of 2019
- b. Ontario Community Infrastructure Fund (OCIF) – Funding Allocation Notice
- c. MPAC - 2019 Year-End Assessment Report and Assessment Change Summary Tables

9. Consideration of Items Requiring Discussion

10. Key Information Reports

- a. Closed Meeting Investigator Services

11. Action Requests

- a. Support for the Eastern Ontario Wardens’ Caucus Resolution – Rising Flooding Levels

Resolution No. 014/2020

Moved by: Deputy Mayor Smith

Seconded by: Councillor Guindon

That Council of the Township of South Stormont supports the Eastern Ontario Wardens’ Caucus in their request of the International Joint Commission to take action in controlling water flowing from Lake Ontario into the St. Lawrence Seaway and alleviate potential flooding.

CARRIED

- b. Zoning Items - Housekeeping Zoning By-law Update VI

Discussion ensued concerning the implementation of an urban hens pilot project and amendments surrounding the use of shipping containers.

Following discussion, the motion was amended to strike Item 6, regarding a potential urban hens pilot project. Staff are requested to compile research undertaken in this regard and submit a further report in due course.

Resolution No. 015/2020

Moved by: Councillor Guindon

Seconded by: Councillor MacIsaac

That Council approve further review of the following zoning items as part of the Housekeeping Zoning By-law Update VI, and direct staff to bring final recommendations to Council following public consultation:

1. Removing the minimum dwelling size for all zones;
2. Reducing exterior side yard requirements in urban zones;
3. Reducing parking requirements for mini-storage facilities;
4. Updated shipping container regulations; and
5. The creation a new R1A zone – smaller frontages/lot size.

CARRIED

- c. Request for Private Streetlight Maintenance

Resolution No. 016/2020

Moved by: Deputy Mayor Smith

Seconded by: Councillor Woods

That Council not approve maintenance to a privately-owned streetlight on private property, as requested.

CARRIED

- d. Service Delivery Review RFP No. 18-2019

Resolution No. 017/2020

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That Council award Service Delivery and Process Review RFP No. 18-2019 to WSCS Consulting at a cost of \$66,502 plus GST.

CARRIED

- e. Market Salary Survey – Comparator Municipalities

Resolution No. 018/2020

Moved by: Councillor Guindon

Seconded by: Councillor MacIsaac

That Council accept the Pesce & Associates recommended list of comparator municipalities for the purpose of conducting a market salary survey for the Job Evaluation, Compensation and Pay Equity project.

CARRIED

12. Committee / Council Member Reports

- a. Upper-Tier Report
- b. Cornwall Township Historical Society
- c. Lost Villages Historical Society
- d. Raisin Region Conservation Authority
- e. South Stormont Sports Hall of Fame
- f. Volunteer Appreciation Committee
- g. Waterfront Development Committee
- h. South Stormont / South Dundas Doctor Recruitment Committee

13. By-laws

- a. By-law No. 2020-004 Dedicate Land and Public Highway

Resolution No. 019/2020

Moved by: Councillor MacIsaac

Seconded by: Councillor Woods

That By-law No. 2020-004, being a by-law to dedicate Part 1 on Reference Plan 7360, as public highway, be read and passed in open Council, signed and sealed this 22nd day of January, 2020.

CARRIED

- b. By-law No. 2020-005 General Fees and Charges

Resolution No. 020/2020

Moved by: Councillor Woods

Seconded by: Councillor MacIsaac

That By-law No. 2020-005, being a by-law to establish and require payment of general fees and charges, be read and passed in open Council, signed and sealed this 22nd day of January, 2020.

CARRIED

- c. By-law No. 2020-006 Part Lot Control (Bansal)

Resolution No. 021/2020

Moved by: Deputy Mayor Smith

Seconded by: Councillor Guindon

That By-law No. 2020-006, being a by-law to exempt certain lands from part lot control, be read and passed in open Council, signed and sealed this 22nd day of January 2020.

CARRIED

14. Motions and Notices of Motions

15. New Business

16. Closed Meeting

CAO LucasSwitzer and Director Harbers were in attendance during the closed portion of the meeting.

Resolution No. 022/2020

Moved by: Councillor MacIsaac

Seconded by: Councillor Woods

That Council, as provided in Section 239 (2) of the *Municipal Act*, 2001 move into a closed meeting at 5:44 PM to address a matter pertaining to personal matters about an identifiable individual; Specifically: Joint Doctor Recruitment Committee Appointments and an Employee

and further, a matter pertaining to labour relations or employee negotiations; Specifically: Union Negotiations

CARRIED

Resolution No. 023/2020

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That Council move out of this closed meeting at 6:35 PM.

CARRIED

Doctor Recruitment Committee – Appointments

Resolution No. 024/2020

Moved by: Councillor Woods

Seconded by: Councillor Guindon

That Council approve the addition of the following individuals to the Doctor Recruitment Committee;

- Martin Timmers
- Tom Green

CARRIED

17. Ratification By-Law

Resolution No. 025/2020

Moved by: Councillor Woods

Seconded by: Deputy Mayor Smith

That By-law No. 2020-007 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in open Council, signed and sealed this 22nd day of January, 2020.

CARRIED

18. Adjournment by Resolution

Resolution No. 026/2020

Moved by: Councillor Woods

Seconded by: Councillor Guindon

That Council adjourn this meeting at 6:36 PM and return to the call of the chair.

CARRIED

Mayor

Clerk

**TOWNSHIP OF SOUTH STORMONT
COMMITTEE OF THE WHOLE MINUTES**

January 28, 2020

Council Present Mayor Bryan McGillis
 Deputy Mayor David Smith
 Councillor Andrew Guindon
 Councillor Jennifer MacIsaac
 Councillor Cindy Woods

Staff Present Debi LucasSwitzer, Chief Administrative Officer
 Loriann Harbers, Director of Corporate Services/Clerk
 Ashley Sloan, Clerk's Assistant

1. Call to Order

A Committee of the Whole meeting of Council commenced at 1:00 PM at the South Stormont Town Hall.

2. Confirmation of Agenda

3. Disclosure of Pecuniary Interest

4. Adoption of Minutes

5. Delegations

- a. Training - Improvements to Parliamentary Process for Elected Members of Council

Denise Labelle Gelinas, PRP, CMO was in attendance and provided training to members of Council with regards to parliamentary procedure.

6. Staff Reports

7. New Business

8. Closed Meeting

9. Adjournment by Resolution

Resolution No. COTW-04-2020

Moved by: Councillor MacIsaac

Seconded by: Deputy Mayor Smith

That Council adjourn this meeting at 4:44 PM and return to the call of the chair.

CARRIED

Mayor

Clerk

**Ministry of Children,
Community and Social
Services**

**Ministère des Services à
l'enfance et des Services
sociaux et communautaires**



Minister's Office

Bureau du Ministre

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127-2020-968

January 30, 2020

Dear Municipal Partner:

First, I want to take the opportunity to wish you a Happy New Year.

Further to the letter I sent you on December 16, 2019, I am pleased to notify you that our survey to inform the development of Ontario's next Poverty Reduction Strategy is now live on [Ontario.ca/povertysurvey](https://ontario.ca/povertysurvey) and will be available online until March 30, 2020.

Our government believes that the people of Ontario are the province's greatest asset and when the people of Ontario succeed, our economy and province succeed. It is our shared responsibility to create the best conditions for people to reach their potential. We need and we want to listen to municipalities, Indigenous partners, members of the community, service providers, employers, and local partners to find new and innovative ways to support people during challenging times and create the conditions that will help them build a better life.

To support the development of our new Poverty Reduction Strategy, we are asking residents of Ontario to take 30 minutes and answer our survey as we seek new ideas on how we can:

- Encourage job creation and connect people to employment
- Provide people with the right supports and services
- Lower the cost of living and make life more affordable.

As part of a new strategy, we will set a target for poverty reduction and identify indicators to measure progress to ensure we are achieving results.

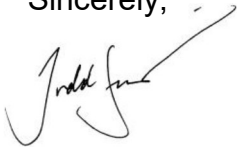
The survey can be accessed at [Ontario.ca/povertysurvey](https://ontario.ca/povertysurvey). Please feel free to share the survey link with your community members and colleagues.

.../cont'd

In addition, we are also welcoming written submissions that can be sent by e-mail to prso@ontario.ca or by mail to Poverty Reduction Strategy, 3rd Floor, 315 Front Street West, Toronto ON, M7A 0B8. If there are any questions on how any personal information such as names and addresses that are included with a submission will be used, please contact: Manager, Strategic Policy Unit, MCCSS by e-mail at prso@ontario.ca or by telephone at (647) 308-9963.

I encourage you to share information about this consultation, including the survey link, with service providers, Indigenous partners and businesses in your community. I look forward to receiving input from Ontario residents as we work together to make a difference in reducing poverty in the province.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Smith', with a long, sweeping horizontal stroke extending to the right.

Todd Smith
Minister

January 20, 2020

Mayor Bryan McGillis
Township of South Stormont
P.O. Box 84
2 Mille Roches Road
Long Sault, ON K0C 1P0

Dear Bryan,

Subject: Establishment of a French-language university in the City of Cornwall

The Council of the Corporation of the City of Cornwall has requested that the Provincial Minister of Training, Colleges and Universities consider the City of Cornwall as a possible site to build Ontario's first French-language university. Council passed a unanimous motion to that effect on September 23, 2019. Our bold and strong statement sent a signal to the upper levels of government about this council's desire and need for a university in our region.

I am writing to you today to request a letter of support for the establishment of a French-language university in our community.

Council has identified the growth of a skilled workforce as a strategic priority for its 2019-2022 plan, with the intention of investigating/promoting most post-secondary education programs.

Council believes a French-language university would help preserve the vitality of French-speaking communities in Eastern Ontario. Council also believes the City of Cornwall and surrounding area has a significant francophone population who would benefit from the ability to attend and attain a post-secondary education at a French-language university. This also supports our goals of strengthening youth retention and attracting more residents to this area. We also believe that the entire community would benefit from the important investments that a university brings to a region.

The Council of the Corporation of the City of Cornwall is optimistic that a letter of support from your organization will help attain our goal of setting up a French-language university campus in our community.

Sincerely,



Bernadette Clement
Mayor

RECEIVED

JAN 23 2020

**TOWNSHIP OF SOUTH
STORMONT**



RESOLUTION

The Council of the Corporation of the City of Cornwall

Resolution number: 2019-12
Date: Sep 23, 2019 07:00 PM

Francophone University

Whereas the Provincial Government recently announced its plans to move forward to build the province's first French-Language university; and

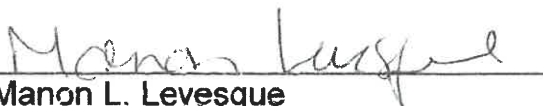
Whereas one of the initiatives under the recently adopted Strategic Plan, Pillar 2 - Skilled Workforce, is to investigate/promote more post secondary education programs; and

Whereas a french language university would help preserve the vitality of French-speaking communities in Eastern Ontario; and

Whereas the City of Cornwall and surrounding area has a significantly francophone population who would benefit in the ability to attend and attain a post secondary education at a French-language university;

Now therefore be it resolved that the Council of The Corporation of the City of Cornwall requests that the Provincial Minister of Training, Colleges and Universities consider the City of Cornwall as a possible site to build Ontario's first French-Language University and that a copy of this resolution be forwarded to Premier Ford, the Federal Minister of Tourism, Official Languages and la francophonie, the Association française des municipalités de l'Ontario (AFMO), and our MPP.

I, Manon L. Levesque, City Clerk for The Corporation of the City of Cornwall, do hereby certify that the above is a true copy of Resolution Number 2019-12 enacted by Council on Monday, September 23, 2019.


Manon L. Levesque
City Clerk



February 6, 2020

Township of South Stormont
2 Mille Roches Road, PO Box 84
Long Sault, ON K0C 1P0

Attention: Mayor Bryan McGillis, Municipal Council

The City of Clarence-Rockland, a participating municipality of South Nation River Conservation Authority, requests a meeting to consider the enlargement of the area over which South Nation River Conservation Authority has jurisdiction to include the entire jurisdiction of the City of Clarence-Rockland [note: 3% remains within the jurisdiction of the Rideau Valley Conservation Authority].

The City of Clarence-Rockland Regular Meeting (of Monday, February 3rd, 2020)
Resolution 2020-15 is attached.

South Nation Conservation will host the meeting to consider enlargement on Thursday, February 20th, 2020 at 9:00 A.M. at the South Nation Conservation Administrative Office, 38 Victoria Street, Finch, Ontario.

You are receiving this letter in accordance with the notice requirement under Subsection 10(1.1) of the *Conservation Authorities Act*, R.S.O. 1990, c. C.27.

Our Board of Directors will consider this matter; your municipality is welcome to attend should you wish.

Sincerely,

Original signed by:

Angela Coleman,
General Manager/Secretary-Treasurer
South Nation Conservation

/jm





SOUTH NATION
CONSERVATION
DE LA NATION SUD

6 février 2020

Canton de Stormont Sud
2, route des Mille Roches, CP 84
Long Sault, ON K0C 1P0

Attention : Maire Bryan McGillis, Conseil municipal

La Cité de Clarence-Rockland, une municipalité participante de l'Office de protection de la nature de la rivière Nation Sud, demande une réunion d'envisager l'agrandissement de la zone sur laquelle l'Office de protection de la nature de la rivière Nation Sud exerce sa compétence, pour y inclure la totalité de la juridiction de la Cité de Clarence-Rockland [note : 3% restent sous la juridiction de l'Office de protection de la nature de la vallée Rideau].

La résolution 2020-15 de l'assemblée régulière (lundi 3 février 2020) de la Cité de Clarence-Rockland est jointe en annexe.

L'Office de protection de la nature de la rivière Nation Sud accueillera la réunion en vue de considérer cet agrandissement le jeudi 20 février 2020 à 9 heures, au bureau administratif de la Conservation de la Nation Sud, 38, rue Victoria, Finch, Ontario.

Vous recevez cette lettre conformément à l'obligation de préavis prévue au paragraphe 10(1.1) de la Loi sur les offices de protection de la nature, L.R.O. 1990, c. C.27.

Notre conseil d'administration se penchera sur cette question; votre municipalité est invitée à y assister si vous le souhaitez.

Cordialement,

Original signé par :

Angela Coleman,
Directrice générale / secrétaire-trésorière
Conservation de la Nation Sud

/jm



CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND
REGULAR MEETING

RESOLUTION

Resolution: 2020-15
Title: Resolution to request a South Nation River Conservation Authority Jurisdiction Expansion
Date: February 3, 2020

Moved by Michel Levert
Seconded by Don Bouchard

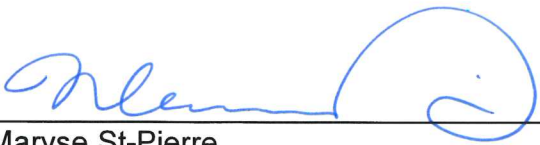
WHEREAS the City of Clarence-Rockland is partly within the current jurisdiction of the South Nation River Conservation Authority (SNRCA); and

WHEREAS the Council of the City of Clarence-Rockland deems it necessary and advantageous to expand SNRCA's jurisdiction to include the entire jurisdiction of the City of Clarence-Rockland; and

WHEREAS a request can be made to the SNRCA Board of Directors to introduce an increase in municipal levy for jurisdiction expansion over a period of three (3) years;

BE IT RESOLVED THAT Council of the City of Clarence-Rockland requests a meeting of the South Nation River Conservation Authority Board of Directors to consider the expansion of the South Nation River Conservation Authority's jurisdiction to include the entire jurisdiction of the City of Clarence-Rockland with an increase in the municipal levy introduced over a period of three (3) years.

CARRIED



Maryse St-Pierre
Deputy Clerk



RÉSOLUTION

Résolution: 2020-15
Titre: Résolution pour demander l'agrandissement du territoire de juridiction de l'Office de protection de la nature de la Rivière Nation Sud
Date: le 3 février 2020

Proposée par Michel Levert
Appuyée par Don Bouchard

ATTENDU QUE seulement une partie du territoire de la Cité de Clarence-Rockland est sous la juridiction de l'Office de protection de la nature de la Rivière Nation Sud (OPNRNS); et

ATTENDU QUE le Conseil de la Cité de Clarence-Rockland juge nécessaire et avantageux d'élargir la juridiction de l'Office de protection de la nature de la Rivière Nation Sud pour inclure l'ensemble du territoire de la Cité de Clarence-Rockland; et

ATTENDU QUE une demande peut être faite au conseil d'administration de l'Office de protection de la nature de la Rivière Nation Sud pour que l'augmentation de la charge municipale pour l'expansion de la juridiction soit introduite sur une période de trois (3) ans;

QU'IL SOIT RÉSOLU QUE le Conseil de la Cité de Clarence-Rockland sollicite une réunion du Conseil d'administration de l'Office de protection de la nature de la Rivière Nation Sud à l'effet de considérer un élargissement de la juridiction de l'Office de protection de la nature de la Rivière Nation Sud pour inclure l'ensemble du territoire de la Cité de Clarence-Rockland avec une augmentation de la charge municipale pour l'expansion de la juridiction introduite sur une période de trois (3) ans.

ADOPTÉE

Maryse St-Pierre
Greffière adjointe

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Chief Administrative Officer



To: Council
From: Debi LucasSwitzer
Date of Meeting: February 12, 2020
Reporting Month: January 2019
Subject: Monthly Activity Summary-CAO / HR

Work Completed:

- January 2, 16, 30 – Updates Pesce & Associates re: Job E, Pay Equity project
- January 3 – Service Delivery Review submissions review
- January 7 – 2020 Preliminary Insurance Review meeting
- January 7 – Mosey & Mosey (Benefits coordination) conference call
- January 8 – Job Compensation, Pay Equity 3 employee group presentations
- January 8 – Regular Council
- January 9 – Conference call re: Kraft Heinz
- January 10 – Training re: conference calls and meeting bridges online
- January 13 – Service Delivery Review submission interviews
- January 14 – Raisin Region Conservation Authority meeting
- January 14 – Committee of the Whole
- January 15 – HR Tribunal hearing Ottawa
- January 16 – Service Delivery Review submissions review
- January 21 – Staff meeting re: Service Delivery Review project
- January 21 – Lost Villages Society agreement review and draft
- January 22 – Regular Council
- January 23 – Directors meeting
- January 27 – Public Works Staff meeting – re: Service Delivery Review project
- January 27 – Consultant meeting re: Parks & Recreation Master Plan
- January 27 – Waterfront Development Committee
- January 28 – SLPC meeting re: Waterfront Development & water/wastewater
- January 28 – COTW - Parliamentary Procedure training
- January 28 – Website internal working group meeting
- January 30 – Director's meeting re: Provincial Pre-budget consultation
- January 30 – Personnel meeting

Work in Progress:

- Standing meetings with Directors, individual & Senior Management Group
- Purchasing Policy update
- Job Evaluation, Pay Equity Project – Job Descriptions development & review
- Service Delivery & Processes Review – posting documents to shared site
- Standard reviews & preparation for Council and Committee meetings
- Ongoing personnel matters

- Human Resources Policy update
- Labour Relations preparations & reporting
- Transition of Economic Development/Communications to CAO
- Review of tender and RFP documents

Respectfully submitted,
Debi LucasSwitzer
CAO

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Building Department



To: Council
From: Hilton Cryderman, CBCO
Date of Meeting: February 12, 2020
Reporting Month: January 2020
Subject: Monthly Activity Summary – Chief Building Official

Building permit statistics report for January 2020 with a comparison to January 2019:

Permits	Permits Issued 2020		Same Period 2019		Difference	
	January	YTD	January	YTD	January	YTD
Residential						
Total Units	4	5	4	4	0	1
Single	4	4	2	2	2	2
Semi	1	1	1	1	0	0
Rowhouse	0	0	0	0	0	0
Apartment	0	0	0	0	0	0
Additions/Renos	2	2	1	1	1	1
Accessory Bldgs	1	1	1	1	0	0
Commercial	0	0	0	0	0	0
Add/Reno/Access	0	0	0	0	0	0
Industrial	0	0	0	0	0	0
Add/Reno/Access	0	0	0	0	0	0
Institutional	0	0	0	0	0	0
Add/Reno/Access	0	0	0	0	0	0
Demolition	0	0	0	0	0	0
Pools	0	0	0	0	0	0
Other (Farm/Tent/Solar)	0	0	0	0	0	0
TOTAL	8	8	5	5	3	3
Total Construction Value						
Month	\$923,260.00		\$710,000.00		\$213,260.00	
YTD	\$923,260.00		\$710,000.00		\$213,260.00	

YTD – Year to date

Work Completed:

- January 7/20 – Attended Planning/Building workplan meeting.
- January 8/20 – Attended “Introduction to Job Evaluation, Compensation, Pay Equity & Performance Management Program” meeting.
- January 8, 9 & 20/20 – Building Code Act enforcement - Aultsville Road
 - Onsite investigation took place to determine OBC compliance.
 - The outstanding “Order to Comply” has been reposted (twice), a search warrant was executed by the MLEO January 16/20 and additional charges are pending.
- January 8/20 – Storm Water Management report/lot grading plan review and comments provided to Director of Planning and Building.
- January 9 & 23/20 – Met with Director of Planning and Building – Update on bi-weekly Director’s meeting.
- January 16/20 – 31 Bethune construction project – An “Order to Comply” was served on the owner & construction manager and posted onsite – “Building without the benefit of a Building Permit”.
- January 29/20 – Attended OBOA chapter meeting in Kemptville.
- January 30/20 – Site plan review/lot grading plan review and comments provided – Structured Products Drive development proposal.
- January 31/20 – Attended Evolta Building Permit software project kickoff meeting.
- The department issued 8 building permits.
- The department released 0 lot grading deposits.
- The department carried out 86 building inspections.
- The department closed 10 building permits (see below).

Closed Permits for January 2020

Permit Number	Issue Date	Address	Work Description	Closed Date
2019-185	2019-10-23	70 DICKINSON DR	REPAIR OF ENGINEERED COVERALL BUILDING	2020-01-09
2019-174	2019-09-27	1 PLAN 263 PT BLK F CON 4 W PT L	PAVILLION	2020-01-24
2019-150	2019-09-03	5190 WINDFALL RD	STORAGE BUILDING	2020-01-17
2019-112	2019-07-15	16727 WILLY ALLAN ROAD	STORAGE GARAGE	2020-01-24
2019-052	2019-05-06	5085 GRAVEL PITT RD	SINGLE DETACHED DWELLING UNIT WITH ATTACHED GARAGE	2020-01-02
2019-027	2019-04-02	16399 COUNTY RD 2	ATTACHED GARAGE TO DWELLING UNIT	2020-01-06
2019-006	2019-03-25	17298 COUNTY RD 18	WASHROOM RENOVATION/CONSTRUCTION OF BARRIER FREE WASHROOM	2020-01-24
2018-138	2018-09-17	15196 WALDROFF RD	SINGLE DETACHED DWELLING UNIT WITH ATTACHED GARAGE	2020-01-03
2017-127	2017-09-18	13 FROST AVE	DECK ADDITION	2020-01-28
156-03	2003-10-31	16255 NORTHFIELD RD	STORAGE BUILDING	2020-01-10
Total Closed				10

Work in Progress:

- Manning Road rear yard lot grading – Survey & Profile completed.
 - Existing elevations will permit the installation of a buried sub-drain.
 - Affected owners will be approached to consider a “Mutual Drain Agreement” under the Drainage Act as a solution to recent drainage issues.
- Archambault Road – Outstanding Building Code infractions – An architect and an engineer have been hired by the owner to provide plans and a review of these buildings to obtain OBC compliance (two semi-detached dwellings). The issuance of the Building Permit is pending receipt of all supporting documentation.
- Hickory Street rear yard swale reconstruction – majority of work has been completed other than the installation of access culvert for Killarney park and minor grade filling with topsoil and seeding which will be completed in the spring of 2020.
- Woodlands Villa Addition/Renovation – Plans review, and consultant peer review have been completed. The Building Permit will be issued once the Site Plan approval has been granted.
- Review and comment on planning application circulations.
- Building department permit statistics/information provided for MPAC, CMHC, Tarion, Stats. Can. & South Stormont Website.
- Open building permits – building staff continue to work on dormant files.
- Lot grading review and/or release of deposits. United Counties GIS staff have provided part time staff to prepare a Lot Grading GIS master layer. Project is still under development.
- Building inspections, reports, compliance, reviews & interpretations.
- On-going meetings with several developers, contractors, agencies and property owners to review building proposals.
- Lawyer’s letters prepared for properties regarding outstanding Ontario Building Code work orders/inspection reports.

Respectfully submitted:
Hilton G. Cryderman, CBCO
Chief Building Official

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Administration and Corporate Services



To: Council
From: Lorian Harbers
Date of Meeting: February 12, 2020
Reporting Month: January 2020
Subject: Monthly Activity Summary-Director of Corporate Services/Clerk

Work Completed:

January 3 – Service Delivery Review submissions review
January 7, 14, 21 and 28 – Website review meetings
January 7 – Council Chambers audio visual testing
January 8 – Job Compensation, Pay Equity presentations
January 8 – Regular Council
January 9 – Writing for the web training
January 13 – Service Delivery Review submission interviews
January 14 – Committee of the Whole
January 14, 21 and 28 – ICO (fire software) meetings
January 15 – ICO (fire software) testing
January 15 – Council Chambers audio visual testing
January 16 – Service Delivery Review submissions review
January 17 – ICO (fire software) meeting
January 17 – eScribe recording testing
January 20 – ICO (fire software) training and implementation
January 22 – Regular Council
January 23 – Directors meeting
January 27 – Waterfront Development Committee
January 28 – COTW - Parliamentary Procedure training
January 28 – Website internal working group meeting (consideration of design)
January 29 and 30 – Website “iCreate” training
January 29 – Perry Group Disaster Recovery and Data Management meeting
January 31 – Evolta (building software) kickoff meeting

Corporate Services:

- Council meeting preparation and follow up
- Correspondence including communication for information
- Agreements reviews
- Support to planning matters
- Legal matters
- Accounts’ (budget) reports review
- Lottery and marriage license processing.
- Annual reporting for the Privacy and Information Commissioner has been completed

Information Technology:

- Completed Council Chambers audio/video/camera project
- FileHold cloud migration testing (part of IT managed services project)
- Fire Station 4 internet – Cogeco modem replacement
- Internet outage at Station 3
- Network outage at Ingleside WWTP
- Hardware purchases and setup for fire and building
- Re-location of internal hardware and review of service contracts
- Microsoft audio conference bridge for Teams meetings

Customer Service (reception, email and phone) priorities for January:

- Christmas tree pick-up
- winter maintenance
- waste management
- utility bill payment (due February 3)
- purchase of 2020 pet licence
- 40 complaints entered in AccessE11 for the month of January

Work in Progress:

- Policy and by-law review
- Governance Review
- FileHold cloud migration testing (part of IT managed services project)
- Records Management training quality control review
- Cemetery Master Plan Implementation
- Building Software and By-law
- Fire Department Software and Establishment By-law
- eScribe next steps: closed meeting implementation, conflict registry
- IT Managed Services project / EM+S Project
- GIS layer files to be uploaded to Esri cloud
- BookKing integration with Vadim
- CentraStage monitoring agent installation on offsite computers

Other Updates:

- Website Services: Weekly meetings with eSolutions takes place keeping the project on schedule. The recent internal website group reviewed potential design options. Work begins on third party integration, i.e. complaint tracking and online payment options.
- The Evolta (building software) kickoff meeting took place on January 31, 2020. An implementation plan is being developed to be communicated through contractors and the public in due course.
- High level discussion has begun for Disaster Recovery Phase 2. The project will build on the first phase completed early 2019.

Respectfully submitted:

Loriann Harbers, CMO

Director of Corporate Services/Clerk

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Finance Department



To: Council
From: Cindy Piché
Date of Meeting: February 12, 2020
Reporting Month: January 2019
Subject: Monthly Activity Summary - Director of Finance

Work Completed:

- Taxation and Revenue
 - Reviewed properties in arrears and accepted payments in full for several properties that were registered.
- Grants, Reporting and Policies
 - Municipal Grant Program applications are under review
 - A report will be brought to Council in the new year
 - High Water Leak Adjustment Program
 - Received 3 applications
 - One application approved - \$303
 - Two applications pending review of next billing
 - OMCC Annual and Final reporting completed and submitted
- Budget 2020
 - January 14 meeting with Council re: Water and Wastewater Budget
 - Final proposed Budget drafted for Council approval on February 12
 - Water and Wastewater rates, which incorporate the transition to a uniform rate, drafted for Council approval on February 12
- Insurance and Renewal
 - Reviewed asset listings
 - January 7 - Meeting with CAO & Halpenny
- January 8, 22 – Regular Council
- January 14 – Committee of the Whole
- January 22-24 – External Auditors on site for 2019 Year End
- Pet licensing program
 - Reviewed current process with Director and Administrative Assistant of the department of Protection of Persons and Property
 - Reviewed impact of changes to collections and developed a plan
 - Drafted an amendment to the Fees and Charges schedule for 2020 to align with the changes in process to be presented to Council at the February 12 Council meeting.
 - January 28 - Attended webinar RE: Pet Licensing Module in Vadim

- Monthly – cash receipting, accounts payable, payroll, receivables, past due reminder notices, supps and omits, adjustments to taxes and water/sewer accounts including assessment and ownership changes, GL analysis

Throughout the Month/Work in Progress:

- ARB new requirements *ongoing*
 - Reviewed properties of interest
 - General appeals in process
 - 3 appeals in process requiring Township participation
 - 1 appeal ongoing - Several correspondences throughout Oct/Nov/Dec, consultation with Legal consultant.
 - 2 appeal processes are moving forward with dates set for early 2020.
- Lease renewal *ongoing*
 - Received request to review renewal terms – rental of building(s)
 - Additional resources were acquired, and file has been reviewed
 - Negotiations are underway
 - Final negotiated offer to be presented to Council for review and approval
- Researching and drafting policies *ongoing*
 - Energy Conservation and Demand plan compiled and review remaining before presenting to Council
 - Procurement Policy under review with assistance of an external consultant
 - Tangible Capital Assets Policy
 - Reserve and Reserve Fund Policy
 - Investment Policy
- RFP for banking services is being drafted; delayed due to limited resources
- Contest for E-billing – delayed due to limited resources; notices will be posted on the Township website
- Asset Management *ongoing*
 - Citywide Software Implementation
 - Bi-weekly status meetings – project is moving along well
 - Staff is reconciling information required to transfer into the software
 - Staff will be utilizing the professional services of Public Sector Digest to validate, reconcile and upload information into software, where possible
 - Professional services to assess and document assets for asset management plan will be ongoing until all data is compiled
- Project: Job Evaluation, Pay Equity, Compensation Review, and Performance Management Program *ongoing*
 - Bi-weekly status meetings, provide documentation and review changes

- Benefit Review *ongoing*
 - Meetings with CAO, Mosey & Mosey
- Service Delivery & Process Review *ongoing*
 - Reviewed RFPs, January 13 - Interview process
- Year End 2019 *ongoing*
 - Reconciliations and reviews in process, preparation of closing of financials, preparing schedules and providing information as requested to external auditors.

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Fire and Rescue Department



To: Council
From: Gilles Crepeau
Date of Meeting: February 12, 2020
Reporting Month: January 2020
Subject: Monthly Activity Summary – Fire Chief

Work Completed:

- January 2: Reviewed Service Delivery RFP
- January 3: SMT Meeting Service Delivery Review
- January 6: Review Tribunal Documents
- January 7: ICO Meeting
- January 8: Job Evaluation/pay Equity Kick-off
- January 9: SMT Meeting
- January 10: Meet with representatives Cunningham Swan Kingston
- January 13: Service Review Interviews
- January 14: Meeting with ICO
- January 15: Attended Tribunal Inquiry (Ottawa)
- January 16: Service Review
- January 17: ICO Meeting
- January 21: ICO Meeting
- January 23: Prepare RFP Documents (Pump)
- January 27: Pet Licensing Review
- January 28: Monthly Chief's Meeting
- January 30: Meeting with CAO

Work in Progress:

- Inspection Orders and concerns from Township residents
- Smoke Alarm and Carbon Monoxide Program ongoing
- Home Safe Home Program
- Continuing review of SSFR SOGs
- Reviewing Ministry training standards
- Reviewing Provincial Community Risk Profile
- Tapp-C Program
- Implementation of NFPA Training Program for SSFR Members
- Online Training Program Implementation
- ICO Software
- RFP for New Pump

- Renovations on Station 1 Kitchen
- Painting of Station 4
- First Aid CPR Recertification for all stations
- Implementation of Rescue Skidoo
- Fit Testing for all stations.
- 2020 Training Schedule for SSFR
- 2020 Public Education Plan

Fire Prevention

- Inspection: 5
- Responded to Incidents: 3
- Fire Cause and Determination: 1
- Reviewed Plans for Woodland Villa Expansion
- Attended Pumper/Tanker training
- Prepare Monthly Article for Long Sault Magazine

Training

- Station 1: Pumper Tanker Training
- Station 2: ice Water Rescue
- Station 3: Pump Operations
- Station 4: First Aid/CPR

Incident Summary

Date	Incident	Response Type	Total Responders
January 1	Archambault Road	Medical Assist	4
January 3	County Road 2	CO Activation	6
January 3	Highway 401	Vehicle Fire	7
January 4	Anderson Road	CO Activation	6
January 9	Long Sault Drive	Activated Smoke Alarm	8
January 10	Thomas Street	Medical Assist	4
January 11	Wheeler Road	Activated Smoke Alarm	8
January 14	Richmond Road	Structure Fire	18
January 18	Mille Roches Road	Activated CO Alarm	6
January 18	Highway 401	Vehicle Rollover	8
January 18	Ash Street	Medical Assist	4
January 20	French Street	School Bus Fire	16
January 28	Long Sault Drive	Activated Fire Alarm	8
January 28	Highway 401	Vehicle Rollover	6

Municipal Law Enforcement

Work in Progress:

- Currently investigating 2 properties not compliant with the Zoning By-law.

Animal Control	8
Fires	1
Waste Management	
Fires	
Pool Fences/Fences	
Nuisance	
Parking/Traffic	3
Permits/Licenses	
Pool	
Property Standards	
Property Standards - Lawns	
Zoning	
Miscellaneous	1
Totals	13

PON's issued	
Parking Tickets issued	

Respectfully Submitted:
Gilles Crepeau

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Parks and Recreation Department



To: Council
From: Kevin Amelotte
Date of Meeting: February 12, 2020
Reporting Month: January 2020
Subject: Monthly Activity Summary –
Director of Parks and Recreation

Work Completed:

- January 6: Site-meeting regarding the Rosedale Terrace Pavilion Project
- January 7: Site-meeting regarding reconfiguration of Council Chambers
- January 8: Pay-equity review presentation
- January 8: Attended regular meeting of Council
- January 13: Service Delivery Review – Consultant interview
- January 14: Meeting regarding cemeteries maintenance and operations
- January 14: Attended COTW Council meeting
- January 15: TSSA inspection of refrigeration plant at the Long Sault Arena
- January 16: Employee CPR/First-Aid training
- January 21: Meeting with consultants regarding Parks and Rec Master Plan
- January 22: Attended regular meeting of Council
- January 27: Meeting with consultants regarding Parks and Rec Master Plan
- January 27: Attended meeting for the Waterfront Development Committee
- January 28: Attended meeting with the Master Plan Consultants and SLPC
- January 30: Meeting with City of Cornwall regarding ice resurfacer tenders
- January 31: Deadline for the nominations for Volunteer of the Year Awards

Work in Progress:

- Development and implementation of recreation facilities policies and standard operating procedures (on-going)
- Continued development of the Recreation Master Plan
- Update the lease agreement for the Lost Villages Historical Society
- Research options for the Raisin River Heritage Centre
- Park naming policy review (Corporate Services)
- Planning for the 2020 Volunteer Appreciation Gala
- Planning for the 2020 South Stormont Sports Hall of Fame
- Research for potential grant applications for 2020-2021
- 2020 Spring/Summer Community Guide
- Development of Spring/Summer recreation programs
- Research and development of RFP documents for 2020 Capital Projects
- Service Delivery Review
- Pay equity and employee management review

Other Parks and Recreation Updates:

Lost Villages Historical Society: Staff has prepared draft terms and conditions to be used as part of a new agreement between the Township and the LVHS for the operation of the Lost Villages Museum located at Ault Park. This draft was recently presented to the executive members of the LVHS, it is anticipated that meeting to review all comments will be scheduled for late February.

Cornwall Township Historical Society: Staff has been in contact with the President of the CTHS to inquire about the inventory of artifacts that are currently housed in the Raisin Region Heritage Centre. Further meetings will be required to review this inventory and properly identify the items that represent historical value to the region/township and the amount of storage that would be required should they be moved from this location in the future.

South Stormont Community Guide: Staff is currently gathering the final information for the 2020 Spring/Summer Guide. It is anticipated that the final draft will be approved in February, and delivery of the guide, to all Township homes, will take place in early March.

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Planning and Development Department



To: Council
From: Peter Young
Date of Meeting: February 12, 2020
Reporting Month: January 2020
Subject: Monthly Activity Summary- Director of Planning/EDO

Work Completed:

- January 3, 2020 – Service Delivery meeting
- January 7, 2020 – Building/Planning Annual Workplan meeting
- January 8, 2020 – Regular Council meeting
- January 9, 2020 – Director’s meeting
- January 10, 2020 – LPAT meeting
- January 13, 2020 – Service Delivery Review interviews
- January 14, 2020 – Committee of the Whole
- January 15, 2020 – Natural Heritage System meeting
- January 22, 2020 – Regular Council meeting
- January 23, 2020 – Director’s meeting
- January 23, 2020 – Plain Language for Planners meeting
- January 27, 2020 – Waterfront Development/Parks Master Plan Committee meeting
- January 28, 2020 – Waterfront Development plan meeting
- January 30, 2020 – Pre-budget meeting
- January 31, 2020 – Evolta kickoff meeting

Monthly:

- Met with individuals regarding development applications, zoning and work order letters for property purchases, regular planning and economic development inquiries.

Delegated Authority:

- January 20, 2020 – Submitted comments for severance application B-1-20 (Winters) for a new surplus dwelling lot on Hunter’s Road – resubmission of previous application B-61-18
- January 20, 2020 – Submitted comments for severance application B-2-20 (Griffith) for a new lot on Manning Road

Planning Processes:

- The following table provides an overview of the number of planning applications/processes administered by the Township over the last three years.

Process/Application	2018	2019	2020
Consents	18	22	2
Zoning Amendment	16	14	0
Official Plan Amendment	0	1	0
Minor Variances	14	20	3
LPAT Hearings	0	1	0
Site Plan Control	3	6	1
Part Lot Control	5	1	1
Removal of Holding	3	1	0
Temporary Use By-law	0	1	0
Deeming By-law	0	0	0
Draft Plan Sub. Approved Lots	25	24	0
Registered Sub. Lots	8	0	0

Work in Progress:

- Long Sault Boundary Study was approved by County Council and is now in effect. The RFP for the second phase of the project will be released in early 2020.
- Waterfront & Parks and Recreation Master Plan Updates – Sierra Planning and Management and The MBTW Group have been retained to update the Waterfront Plan and Parks and Recreation Master Plan. A Committee meeting was held January 27, 2020. Future consultations are expected in March 2020.
- Main Street Grant – A revised implementation plan has been prepared to ensure the projects completed to date and other CIP projects will be eligible for the provincial grant.
- Housekeeping Update – The Housekeeping By-law VI public meetings will be scheduled for Spring 2020.

Respectfully submitted:

Peter Young, Director of Planning/EDO

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Public Works Operations



To: Council
From: Name
Date of Meeting: February 12, 2020
Reporting Month: January 2019
Subject: Monthly Activity Summary – Director of Public Works

Work Completed:

- January 9 – TCC w. Conway Baxter review Kraft Heinz file
- January 13 – Service Review RFP
 - Consultant Interviews
- January 14 – Assoc. of Ontario Road Supervisors Trade Show presentation
- January 20 – ROMA Conference MTO Delegation
- January 29 – EORSA Meeting
- January 30 – meet w. Caneau annual contract review
- January 31 – Joint Tender meeting SDG Counties

Work in Progress:

- Kraft Heinz:
 - Further discussions of 2012-2018 operating cost reconciliation
- Ingleside Wastewater Treatment Plant Preliminary Design:
 - Review of Draft Tech Memos
- By-law review:
 - Waste Management
 - Municipal Water
- Trillium Landfill – working towards Guideline B7 (Reasonable Use).
- Tender/RFQ Preparation
 - Ingleside Water Tower Repairs
 - North Lunenburg Road West Culvert
 - Garbage Trucks
 - RFQs
 - Surface Treatment
 - Granulars
 - Equipment Rental
- French St. sub-division progress reviews with developer
- Ongoing site plan, subdivision plan reviews
- Contract administration various files:
 - Lakeside Drive Engineering
 - Ingleside WWTP Mould Abatement
- Personnel issues including performance management program, WSIB open file, recruitment, etc.
- Insurance files

DRAINAGE REPORT

Work Completed

- Trapping Report
 - Beavers Trapped January 0
 - Year to date 0

Work in Progress:

Maintenance

- Requests for maintenance have been received for the following Municipal Drains:
 - Stoney Creek Drain - upper section
 - DFO, CA and MNR approvals expired.
 - Deferred to 2020.
 - Murray Drain
 - Request for 2017 maintenance.
 - Approvals received.
 - Spoils levelled.
 - Waiting on MTO to maintain Highway 401 portion.
 - County Rd 18 Drain "B"
 - Request for 2017 maintenance.
 - Approvals received
 - Work to begin Spring, 2020.
 - Beaver Creek Drain
 - Request for 2018 maintenance.
 - Approvals sent to DFO, CA and MNR.
 - Site meeting November 13, 2018.
 - Work to begin Spring, 2020.
 - RE Rombough Drain
 - Request for 2020 maintenance.
 - Approvals sent to DFO, CA and MNR.
 - Waldroff Branch of Quinn Drain
 - Request for 2018 maintenance.
 - Deferred to 2020.
 - McIntosh Drain
 - Request for 2020 maintenance.
 - Beckstead Branch of Old Hoople Creek Drain
 - Request for 2020 maintenance.
 - Gallinger Drain
 - Request for 2020 maintenance.



To: Council
From: Cindy Piché, Director of Finance/Treasurer
Date of Meeting: February 12, 2020
Subject: South Stormont Barlow Community Benefit Fund

Background:

The Barlow Solar Energy Centre is a 10 MW ground-mounted solar installation located on a 94 acre parcel on the north side of Cornwall Centre Road, just west of Power Dam Drive (County Road 33). Surrounding land uses include the Cornwall Landfill, Hydro One's St. Lawrence Transmission Station, the Lafarge and Bray quarries, and the Trout Quarry lands. The majority of the property is within the floodplain. Cornwall Centre Road is maintained by the City of Cornwall. The project is being developed by EDF-EN Canada.

The Township entered into a Community Benefit Fund Agreement with Barlow Energy Centre Limited Partnership through By-law No. 2015-082.

As per this agreement, the Township will receive \$20,000 per year for 20 years, beginning upon commercial operation of the project and subject to any restrictions included in Section 3 of the agreement.

These funds can be used for community infrastructure and programs such as land stewardship, recreation, protective services, education, job training, roads, and other activities as approved by Council and as defined within Section 4 of the agreement.

Specifically, Section 4.1 of the agreement states:

- "4.1 The Municipality agrees that all proposed expenditures from the Community Benefit Fund shall be used exclusively for the following purposes (each a "Municipal Project"):
- (a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);
 - (b) Land stewardship initiatives (i.e. habitat creation/improvement; tree planting);
 - (c) Expenditures relating to development and construction of Municipal recreational facilities (i.e. arenas, parks, trails);
 - (d) Expenditures for improvement of community and protective services (i.e. police, fire, EMS, healthcare);
 - (e) Expenditures related to education and job training;
 - (f) Expenditures for improvements to roads and municipal infrastructure;
 - (g) Other community-related activities as directed by the community."

Section 4.2 of the agreement further defines how acceptable uses of the funds shall be approved:

"4.2 All proposed expenditures from the Community Benefit Fund shall require explicit approval by the Council of the Municipality in a public forum. Prior to any proposed expenditure from the Community Benefit Fund being considered by Municipality, the Municipality shall notify the Proponent on no less than 30 days' written notice prior to Municipality Council's consideration of any proposed expenditure in excess of \$10,000 or series of expenditures on the same Municipal Project in an aggregate amount in excess of \$30,000. Such notification shall include, but is not limited to, the proposed purpose of the expenditure as set out in Section 4.1 and any proposed promotion and branding as set out in Section 47.2."

The first payment of \$19,506.85 was received in November 2019 (pro-rated based on Commercial Operation Date as defined in Section 3 of the agreement) and will be placed in a Community Benefit Fund as part of the 2019 year end adjustments (Section 2.3 and 2.4 address the creation of a South Stormont Barlow Community Benefit Fund) until which time Council can determine the best way to allocate the funding (Section 4 addresses the available use of the fund).

Discussion:

This report is brought forward for information and transparency purposes. The agreement was signed in 2015 and the first payment under the Community Benefit Fund Agreement was received in 2019. The funds will be placed in reserve for the year ending December 31st,2019, as required by the agreement and until a project can be identified and brought forward as described within the agreement.

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2015-082

BEING

a by-law to enter into a Community Benefit Fund Agreement between the Township of South Stormont and Barlow Energy Centre Limited Partnership.

WHEREAS

the *Municipal Act, 2001*, c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS

the *Municipal Act, 2001*, c. 25 s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS

the Township of South Stormont is desirous of entering into a Community Benefit Fund Agreement with Barlow Energy Centre Limited Partnership.

NOW THEREFORE

Council of the Corporation of the Township of South Stormont enacts as follows:

1. That the Corporation of the Township of South Stormont enters into a Community Benefit Fund Agreement with Barlow Energy Centre Limited Partnership for the establishment and administration of a Community Benefit Fund for the benefit of the residents of the Township.
2. The Mayor and/or Deputy Mayor and Director of Corporate Services/Clerk and/or Deputy Clerk are hereby authorized and directed on behalf of the Township of South Stormont to execute the Agreement attached hereto as Schedule "A" and forming part of this by-law.
3. Any other by-laws inconsistent with this by-law are hereby repealed.

READ AND PASSED in open Council, signed and sealed this 9th day of September, 2015.



Mayor



Clerk

COMMUNITY BENEFIT FUND AGREEMENT

THIS COMMUNITY BENEFIT FUND AGREEMENT (this “Agreement”) made as of the 26th day of August 2015 (the “Effective Date”).

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT
(the “Municipality”)

– and –

BARLOW ENERGY CENTRE LIMITED PARTNERSHIP
(the “Proponent”)

hereinafter referred to as a “Party” or, collectively, “Parties”.

WHEREAS the Proponent intends to develop a renewable solar power project (“Solar Project”) located primarily on the Solar Project Property;

AND WHEREAS the Proponent wishes to ensure that the Solar Project delivers benefits to all residents of the Municipality;

AND WHEREAS in furtherance of this goal the Parties have agreed that the Municipality will establish and administer a Community Benefit Fund for the benefit of the residents of the Municipality in to which the Proponent will make donations;

AND WHEREAS the Parties have developed a mutual understanding of the scope, commercial terms and legal issues related to the establishment and administration of the Fund;

AND WHEREAS the Parties expect to enter into additional agreements, permits and licences from time to time in support of the Solar Project;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties agree with each other as follows:

PART I – DEFINITIONS

1.1 In this Agreement:

- (a) “**Commercial Operation Date**” shall have the meaning given thereto in the PPA, a copy of which shall be provided within a reasonable period of time after execution of the PPA.
- (b) “**Community Benefit Fund Contribution**” has the meaning given thereto in Section 3.1.

- (c) **“Contribution Offset”** has the meaning given thereto in Section 3.3.
- (d) **“Dispute”** has the meaning given thereto in Section 9.9.
- (e) **“Installed Megawatts”** shall mean the sum of the manufacturer’s capacity ratings (in alternating current megawatts) for normal operation (e.g. continuous output ratings) of the installed inverters of the Solar Project that were available for operation for at least 60 days during the previous year (as evidenced by the Proponent, acting reasonably) and subject to inspection by a qualified agent of the Municipality.
- (f) **“Power Purchase Agreement”** or **“PPA”** shall mean a power purchase agreement entered into as between the Proponent, as supplier, and the Independent Electricity System Operator (**“IESO”**), as buyer.
- (g) **“Proportionate Contribution Amount”** shall mean the dollar amount that is payable per annum based on the amount of Installed Megawatts or the dollar amount that would be payable if the amount payable were calculated on that basis.
- (h) **“Solar Project”** shall have the meaning set out in the recitals.
- (i) **“Solar Project Property”** shall mean those lands outlined in bold in the map attached at **Schedule A**.

PART II – ESTABLISHMENT OF COMMUNITY BENEFIT FUND

- 2.1 Nothing contained in this Agreement shall abrogate or prejudice any statutory rights held by either Party under any applicable statutes including but not limited to the *Ontario Energy Board Act, 1998*, the *Municipal Act, 2001*, the *Green Energy Act, 2009* or the *Electricity Act, 1998*, in each case as amended from time to time.
- 2.2 Unless earlier terminated in accordance herewith, the term of this Agreement (the **“Term”**) shall be from the Effective Date hereof until the twentieth (20) anniversary of the Commercial Operation Date. If the term of the PPA is shortened or the PPA is terminated, then the Term shall be shortened to match the remaining term of the PPA. If the term of Proponent's PPA is extended, or Proponent otherwise continues to operate the Solar Project after the expiration or termination of the PPA, then the Parties shall enter into good faith negotiations to extend the Term and amend this Agreement as appropriate to reflect Proponent's continued operation of the Project under the circumstances then prevailing.
- 2.3 The Municipality shall establish and administer a community benefit fund, named the South Stormont Barlow Community Benefit Fund, (the **“Community Benefit Fund”**) by establishing an investment account similar to other investment accounts maintained by the Municipality in accordance with Section 418 of the *Municipal Act, 2001* and Ontario Regulation 438/97 into which each Community Benefit Fund Contribution shall be deposited

2015 08 25 South Stormont Barlow Community Benefit Fund

and held separate from all other accounts and funds held by the Municipality.

- 2.4 The Municipality shall establish and administer the Community Benefit Fund in accordance with and in compliance with all applicable laws and any internal corporate codes of conduct applicable to the administration of the fund and the expenditures of moneys by the Municipality.

PART III – COMMUNITY BENEFIT FUND CONTRIBUTION

- 3.1 The Proponent agrees to make financial donations to the Community Benefit Fund in annual lump-sum payments (each a "**Community Benefit Fund Contribution**") for each calendar year during the Term, subject to any Contribution Offsets (as set out in Section 3.3), as follows:

(a) \$2,000 per Installed Megawatts per annum during the applicable year, adjusted on a pro rata basis based on the number of actual Installed Megawatts during the applicable year.

- 3.2 The Community Benefit Fund Contribution will be payable beginning in the first year of operation of the Solar Project, on or before the one hundred and eightieth (180) day following the Commercial Operation Date, and thereafter on the anniversary of that date in each succeeding year. The Community Benefit Fund Contribution for any partial calendar years of the Term shall be prorated using the percentage that the number of days in each such partial year is to 365.

- 3.3 The Proponent's Community Benefit Fund Contribution shall be reduced, on a dollar-for-dollar basis (the "**Contribution Offset**") by the amounts set out in (a) and (b) below:

(a) that portion of any municipal taxes, excluding upper tier, county and education property taxes, levied in the year of the Community Benefit Fund Contribution that is attributable to:

- i. increases in the Municipality's mill rates applicable to solar panels, distribution and transmission lines, transformer stations, access roads or other related infrastructure and real property that are enacted or come into effect after the Effective Date, to the extent such increases exceed rates of increase in the CPI (Ontario All-Items) by more than 50%;
- ii. increases in the assessed values of solar panels, distribution and transmission lines, transformer stations, access roads or other related infrastructure and real property above the assessed values determined in the first full re-assessment that is completed following the Commercial Operation Date (the "**Initial Re-Assessment**"), to the extent such assessed values increases in the assessment subsequent to the Initial Re-Assessment exceed (A) the previous year's assessed values by more than 50% or (B) the values that would have been assessed in 2015 (if the Solar Project as then existing had existed in 2015) by more than 150% (whichever exceedance is greater); and

- iii. the amount of any new charges, levies, deductions, permits or taxes that may in the future, after the Effective Date, be charged, applied or assessed by the Municipality against the Solar Project or revenues therefrom or to Proponent in respect of the Solar Project or revenues therefrom, other than charges, levies, deductions, permits and taxes of general application to the Municipality's ratepayers or local improvement (eg. garbage pick-up).

For clarity, the Proponent recognizes that total property taxes payable in respect of the Solar Project Property will increase as a result of the construction and operation of the Solar Project, but the foregoing section addresses the rates, assessed values and other charges imposed by the Municipality on the Solar Project and its equipment and improvements.

- (b) **Schedule B** is an excerpt of the current Fees and Charges of application to the Solar Project which the Municipality intends to impose or expects will be imposed on the Proponent related to the Solar Project. The Municipality agrees that if the Proponent is required to pay fees for project agreements or permits in addition to those set out in **Schedule B**, or fees exceeding the fees set out in by more than the percentage increase in the Ontario Consumer Price Index (All Items) after the Effective Date ("**Additional Payments**"), the Proponent shall be entitled to reduce its Contribution Amount by the amount of such Additional Payments. If the amount of such Additional Payments is not fully recovered by reducing the first Community Benefit Fund Contribution, subsequent annual Community Benefit Fund Contributions shall be reduced until the Additional Payments have been fully recovered. For greater certainty, Additional Payments shall include any portion of building permit fees related to or calculated with respect to solar panel components other than the foundation.

3.4 If the Solar Project is materially and adversely affected by a change in law or bylaw or other delay or circumstance beyond the control of the Proponent, the Proponent may from time to time suspend, withhold, reduce or terminate the Community Benefit Fund Contribution for so long as such adverse conditions exist. Prior to making this determination the Proponent shall:

- (a) engage in meaningful consultation with the Municipality;
- (b) provide to the Municipality reasonable disclosure of its reasons for considering such adjustment or cancellation; and
- (c) apply a standard of reasonableness to its determination to ensure that such determination is made in a fair, reasonable and non-arbitrary manner.

3.5 In the event that any other renewable energy project proponent proposes a project within the Municipality, the Municipality shall use commercially reasonable efforts to ensure that such proponent pay an amount no less than the Proportionate Contribution Amount into a Community Benefit Fund as the Proponent pays pursuant to this Agreement. Notwithstanding any other term of this Agreement the total amount payable by the Proponent to the Community

Benefit Fund shall not exceed the Proportionate Contribution Amount payable by the proponents or owners of any other wind or solar project within the Municipality which commences operation on a date following the date of this Agreement.

PART IV – USE OF THE FUNDS

4.1 The Municipality agrees that all proposed expenditures from the Community Benefit Fund shall be used exclusively for the following purposes (each a “**Municipal Project**”):

- (a) Expenditures relating to energy sustainability (i.e. municipal renewable energy systems; vehicle fleet upgrades; building energy-efficiency upgrades; conservation programs);
- (b) Land stewardship initiatives (i.e. habitat creation/improvement; tree planting);
- (c) Expenditures relating to development and construction of Municipal recreational facilities (i.e. arenas, parks, trails);
- (d) Expenditures for improvement of community and protective services (i.e. police, fire, EMS, healthcare);
- (e) Expenditures related to education and job training;
- (f) Expenditures for improvements to roads and municipal infrastructure;
- (g) Other community-related activities as directed by the community.

4.2 All proposed expenditures from the Community Benefit Fund shall require explicit approval by the Council of the Municipality in a public forum. Prior to any proposed expenditure from the Community Benefit Fund being considered by Municipality, the Municipality shall notify the Proponent on no less than 30 days’ written notice prior to Municipality Council’s consideration of any proposed expenditure in excess of \$10,000 or series of expenditures on the same Municipal Project in an aggregate amount in excess of \$30,000. Such notification shall include, but is not limited to, the proposed purpose of the expenditure as set out in Section 4.1 and any proposed promotion and branding as set out in Section 7.2.

4.3 In regard to the receipt and administration of the Community Benefit Fund Contributions, the Municipality shall, at a minimum, institute the following process and procedures:

- (a) make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Community Benefit Fund; and
- (b) maintain a system of internal accounting controls sufficient to provide reasonable assurances that:

- i. transactions are executed in accordance with the Municipality's general or specific authorization;
- ii. transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
- iii. access to the Community Benefit Fund and all payments held therein is permitted only in accordance with Municipality's specific authorization; and
- iv. the recorded accountability for all such payments held in the Community Benefit Fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

4.4 The Municipality shall provide to the Proponent an annual accounting report on the status of the Community Benefit Fund, including but not limited to a reconciliation of all Community Benefit Fund Contributions as against all disbursements and expenditures from the Community Benefit Fund (the "**Fund Report**").

4.5 If a request is made by the Proponent to review the Community Benefit Fund records and data used to prepare the Fund Report the Municipality shall, within thirty (30) days of receipt of the request, make such documents available for review, during municipal business hours at the Municipality's offices, by the Proponent and its consultants.

4.6 None of the Community Benefit Fund records and data used by the Municipality shall be considered confidential or be otherwise withheld from the Proponent or the public.

4.7 The Proponent shall not incur any liability in any way related to the Municipal Projects, including without limitation the selection, financing, construction, operation, maintenance, repair and replacement of the Municipal Projects. The Municipality hereby agrees to indemnify and hold harmless the Proponent in relation to the Municipal Projects in all respects, including from and against any and all losses, claims, actions, suits, proceedings, causes of action, demands, damages, judgments, executions, liens, liabilities, costs, charges, fees and expenses in connection with loss of life, personal injury, or damage to property, economic loss, or any other loss or injury whatsoever, in any way related to a Municipal Project funded in whole or in part by monies from the Community Benefit Fund. There is no relationship between the Parties in the nature of a joint venture, partnership, co-ownership arrangement or other similar relationship.

4.8 Notwithstanding anything to the contrary herein, the Municipality, in its administration of the Community Benefit Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this section, "anything of value" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks,

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meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above.

PART V – PERMITS AND APPROVALS

- 5.1 In recognition of the Proponent's Community Benefit Fund Contributions and the good faith dealings between the Parties, the Municipality agrees to process, review and render a decision on the Proponent's permit applications and Renewable Energy Approval ("REA") municipal consultation submissions including, but not limited to building permits, road & right-of-way use agreements and severance agreements, in an expeditious manner and in no case more than the timeframe outlined in the Municipality's bylaws, and where no timeframe is specified within thirty (30) days after the Proponent's application or submission has been submitted.
- 5.2 The commitment by the Municipality to review and render decisions in a timely manner as referenced above shall not be interpreted as implying any obligation on the part of the Municipality to approve such applications or submissions. All permit application and submissions made by the Proponent shall be considered on their merits at the time the applications or submissions are made. The Municipality and the Proponent both acknowledge that the Municipality cannot enter into any agreement that has the effect of expressly or impliedly fettering the legislative discretion of the current or a future Council and this Agreement is not intended to have that effect.
- 5.3 This Agreement shall be conditional upon the Municipality adopting a Municipal Council Support Resolution in support of the Solar Project, in the form set out in **Schedule C**.
- 5.4 The Proponent and the Municipality agree that, pursuant to Section 27 of the *Development Charges Act, SO 1997*, any development charges related to the Solar Project are calculated as of January 1, 2015 and payable as of the date of the first above grade building permit, or payable on the date set out in the in-force municipal development charge by-law, whichever is the later.
- 5.5 The Proponent and the Municipality agree, pursuant to Section 8(3) of the *Building Code Act, SO 1992*, to negotiate in good faith a conditional building permit agreement to allow for the construction of the Solar Project to begin as soon as possible, including prior to all applicable law requirements for a building permit being met, if requested by the Proponent.
- 5.6 The Municipality shall, within a reasonable period of time following a request from the Proponent, and to the extent it is permitted to do so, supply the Proponent and/or the applicable

third party, as the case may be, any relevant information relating to existing utilities, drains, hydro poles, road allowances, GIS files, and similar information in its possession about public and private property, as may assist the Solar Project in proceeding as expeditiously as possible.

- 5.7 If applicable, as soon as practicable following the execution of this Agreement, the Parties shall negotiate in good faith to reach agreement on a Road & Right-of-Way Use Agreement in respect of the Solar Project on terms and conditions that are acceptable to both parties, both acting reasonably and with reference to forms of similar agreements entered into between renewable energy proponents and municipalities in Ontario. The Municipality agrees that in no event shall the Road & Right-of-Way Use Agreement contain any financial obligations on the part of the Proponent other than obligations with respect to the repair and restoration of damaged or disturbed roads. Notwithstanding the other provisions of this Agreement, the Municipality acknowledges and agrees that the obligation of the Proponent to pay Community Benefit Fund Contributions as provided herein shall be conditional upon the execution and delivery of a mutually satisfactory Road Use Agreement and if the Parties have not executed a Road & Right-of-Way Use Agreement by the Commercial Operation Date, or such other date as the Parties may agree upon, the Proponent may terminate this Agreement.

PART VI – LOCAL LABOUR

- 6.1 The Parties acknowledge that visible economic benefits from employment and business contracts help to ensure continued support for the Solar Project from the members of local community. Within the framework of the development and of the management of the Solar Project, the Parties will work together to evaluate economic opportunities for members of the local community that have adequate skills, education and experience to contribute to the success of the Solar Project.

PART VII – COMMUNICATIONS

- 7.1 The Proponent shall keep the Municipality informed as the Solar Project proceeds through regular emails, meetings and project notices, and be available to respond to questions from the Municipality.
- 7.2 The Municipality and the Proponent acknowledge and agree that the support of individual residents of the Municipality for the duration of the Agreement is paramount to the success of the Solar Project. The Municipality and the Proponent shall work cooperatively, including meeting at least once each year, to develop and review plans for ensuring that the Proponent is appropriately recognized by the Municipality and its residents for the significant contribution, including payment of the Community Benefit Fund Contribution, that the Proponent has made and is continuing to make toward the betterment of the community. Without limiting the generality of the foregoing, where the Proponent has requested recognition and contributed to the applicable Municipal Project through the Community Contribution Fund, the Municipality agrees to acknowledge the Proponent in all articles the Municipality publishes and presentations to the public, media or governmental authorities relating to the Solar Project and, where consented to by the Proponent, to use the Proponent's logo in conjunction with any such

reference to the Proponent.

- 7.3 The Municipality agrees that it shall, upon request from the Proponent, engage in meaningful dialogue with any third parties who intervene, inquire or are otherwise involved or interested in issues concerning the development of the Solar Project.

PART VIII – TERMINATION

- 8.1 Without prejudice to any other rights or remedies it may have, either Party shall be entitled to terminate this Agreement if the other Party (the "**Defaulting Party**") fails to perform any material covenant or obligation hereunder and such failure is not remedied within fifteen (15) days after written notice of such failure is given to the Defaulting Party, provided that such cure period shall be extended by a further thirty (30) days from the expiry of the first notice if the Defaulting Party is diligently attempting to remedy such failure and such failure is capable of being cured within such extended cure period.
- 8.2 In addition to the foregoing, in the event that (a) the Commercial Operation Date has not occurred on or before December 31, 2020; or (b) the Proponent has not entered into a Power Purchase Agreement on or before December 31, 2017, the Proponent shall have the right to terminate this Agreement upon notice to the Municipality and the Proponent shall have no further obligations hereunder.
- 8.3 If any section or sections of this Agreement is or are determined by a court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any Party bound hereby, the Proponent may terminate the Agreement and the Proponent shall have no further obligations under this Agreement.

PART IX – ADMINISTRATION

- 9.1 All communications in connection with this Agreement shall be addressed to:

Barlow Solar Energy Centre Limited Partnership

ATTN: JON W. KIERAN

Phone: 647-993-4411

Fax: 416-363-7959

The Corporation of the Township of South Stormont

ATTN: Betty de Haan, CAO

Phone: 613-534-8889

Fax: 613-534-2280

- 9.2 No amendment to this Agreement shall be permitted, except by the written mutual consent of both Parties, and any amendment shall be in writing.
- 9.3 The acceptance of a breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of a further breach or non-fulfillment of either the same provision, or any other provision of this Agreement.
- 9.4 If the Proponent sells or transfers the Solar Project it shall provide notice thereof to the Municipality and shall ensure that the transferee acknowledges this Agreement and agrees to be fully bound by and perform the duties and obligations of the Proponent hereunder in the same manner as if such person was an original signatory to this Agreement. Neither this Agreement nor any of the benefits or burdens hereunder shall be assigned, in whole or in part, by the Municipality but shall enure to the benefit of any successor to the Corporation resulting from an amalgamation or other reorganization under the Municipal Act, 2001 or similar future legislation.
- 9.5 Each of the Parties covenants and agrees with the other that it will at all times hereafter execute and deliver, at the request of the other, all such further documents, agreements, deeds and instruments, and will do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.
- 9.6 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties hereby irrevocably submit to the jurisdiction of the Province of Ontario in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such court.
- 9.7 This Agreement may be executed in counterparts each of which is deemed to be an original and both of which together constitutes one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page to the other Party by email transmission and such transmission constitutes delivery of an executed copy of this Agreement to the receiving Party as of the date of receipt thereof by the receiving Party or such later date as may be specified by the sending Party as part of such transmission. Notwithstanding the foregoing, either Party may demand a fully executed single copy of this Agreement.

9.8 The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions thereof.

9.9 The Parties will work co-operatively to resolve any dispute controversy, question, claim or other dispute between the Parties (the “**Dispute**”). Any Dispute which has not been resolved by the Parties will be resolved in accordance with the provisions of this Section 9.9.

9.9.1 Following receipt of a written request for a meeting, senior representatives of each Party shall meet to attempt to resolve such Dispute. It is acknowledged by each of the Parties that such Party’s senior representative shall have sufficient authority to bind the Party they represent.

9.9.2 If the senior representatives are unable to resolve such Dispute within fifteen (15) Business Days from the date the first written request for a meeting was received, the Shareholders may thereafter invoke the then existing non-binding mediation procedure of the ADR Institute of Canada, Inc. or its successor (“**ADRIC**”), provided that if no ADRIIC mediation procedure is in existence at the time, the most recent mediation procedure of the Canadian Foundation for Dispute Resolution or its successor shall be used in the place thereof. The mediator shall be chosen by agreement of the Shareholders.

9.9.3 A Party may refer any Dispute to arbitration before a single arbitrator. Insofar as they do not conflict with this Section 9.9, the Rules for Procedure for Commercial Arbitration of the Arbitration and Mediation Institute of Canada Inc./International Chamber of Commerce Rules of Arbitration (the “**Rules**”) in effect at the date of commencement of any arbitration held under this Agreement will apply to the arbitration. No Party may appeal the decision of the arbitrator in any manner whatsoever, except as permitted by the *Arbitration Act, 1991* (Ontario). A Party may enter any judgment upon any award rendered by the arbitrator in any court having jurisdiction. The arbitration will be conducted in English under the *Arbitration Act, 1991* (Ontario) and will take place in either the City of Ottawa or such other place as the Parties may agree and at such time and place as the arbitrator may fix.

IN WITNESS WHEREOF this Agreement has been executed by the Parties to be effective as of the date first set out above.

[Remainder of this page intentionally left blank; signature lines on the next page]

**THE CORPORATION OF THE TOWNSHIP OF
SOUTH STORMONT**

Per: _____

Name: _____

Office: _____

Per: _____

Name: _____

Office: _____

We have the authority to bind the City.

**BARLOW ENERGY CENTRE LIMITED
PARTNERSHIP, by its general partner, BARLOW
ENERGY CENTRE GP INC.**

Per: _____

Name: _____

Office: _____

I have the authority to bind the Proponent.

Schedule A
Solar Project Property Description

Firstly: All of that portion of Lot 20 and Lot 21, Con. 4 in the Township of South Stormont as shown on the print of plan 203-9639 attached to instrument #48602, PIN #60220-0111

Secondly: Part of the east half of Lot 21, Con. 4 in the Township of South Stormont as described in instrument #308247, PIN # 60220-0154

Schedule B
Excerpt from Fees and Charges
(see attached)

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2015-059

BEING a by-law to establish and require payment of general fees and charges in the Township of South Stormont.

WHEREAS the *Municipal Act, 2001*, s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the *Municipal Act, 2001*, s. 8 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

AND WHEREAS the *Municipal Act, 2001*, c 25, s. 326 authorizes the council of a local municipality, in authorizing the installation of special series to levy a special local municipal levy upon owners or occupants of land who derive or will or may derive a benefit, to pay all or such portion of the capital costs as the by-law may specify;

AND WHEREAS the *Municipal Act, 2001* s. 391 authorizes the municipality to impose Fees and Charges;

AND WHEREAS the *Municipal Act, 2001* s. 398 authorizes a municipality to add unpaid fees and charges imposed by the municipality to the tax roll for which the owners are responsible for paying the fees and charges;

AND WHEREAS the *Municipal Act 2001* s. 446 authorizes a municipality to require a person to do a matter or thing or, that in default of it being done by the person directed, the matter or thing shall be done at the person's expense.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. Council hereby establishes Fees and Charges as set out in Schedule "A", "B", "C", "D", "E", "F", "G", "H" and "I" attached hereto and forming part of this by-law and shall be deemed to be an integral part of this By-law.

2. No request by any person for any information, service, activity or use of Township property described in Schedule "A", "B", "C", "D", "E", "F", "G", "H" and "I" will be processed or unless and until the person requesting the information, service, activity or use of Township property has paid the applicable fee in the prescribed amount as set in the applicable Schedule.
3. Council or the CAO has the authority to waive, reduce, or otherwise vary a fee or charge for the item concerned, in accordance with the general criteria of the fee or charge.
4. The fees as listed in Schedule "A", "B", "C", "D", "E", "F", "G", "H" and "I" shall be subject to Harmonized Sales Tax (HST) where applicable.
5. This By-law shall be known as the General Fees and Charges By-law.
6. Should any part of this By-law, including and part of any Schedule attached hereto be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the By-law shall be severable and that the remainder of this By-law including the remainder of the Schedules shall continue and operate and be in force and effect.
7. That the fees described herein shall become effective pursuant to the date included on each respective Schedule.
8. That any by-law inconsistent with this by-law is hereby repealed.

READ and passed in open Council, signed and sealed this 27th day of May, 2015.

Mayor

Clerk

SCHEDULE "A"
ADMINISTRATIVE SERVICES

Taxes are included if applicable.
Effective date: July 1, 2015

ITEM	FEE
Administration Fee (Discretionary)	25% of total invoice
Fax Transmission	\$ 2.00 first page, \$ 1.00 each additional page (HST included)
FOI Requests	\$ 5.00 + cost of search
Commissioner of Oaths (non-municipal documents)	\$ 10.00
Copies of various reports and other documents, including but not limited to: ~ Waterfront Development Strategic Plan ~ Recreation Master Plan ~ Road and Bridge Management Report ~ Business Retention and Expansion Report ~ Comprehensive Zoning By-law ~ Asset Management Plan Electronic copy of the aforementioned reports, etc.	\$ 0.35 per page to a maximum of \$ 30.00 per report (HST Included) \$ 50.00 (HST Included)
Photocopies ~ Single Sided Photocopies ~ Double Sided Photocopies	\$ 0.25 per page (HST Included) \$ 0.40 per page (HST Included)
Lottery License ~ Raffle Ticket/Bingo ~ Nevada Ticket	3% of prize value greater than \$ 5,000.00 3% of total prizes per unit
Hourly rate for specialized miscellaneous services from property owners where staff time exceeds 10 minutes. NOTE: Only written requests including email or requests made in person will be provided a response; they will be forwarded by mail to the mailing address of the property owner on file.	\$ 40.00 per hour, \$ 40.00 minimum
Transient Trader License Application Fee for Initial Application Only	\$ 50.00
Transient Trader License – Annual Fee	\$ 250.00

SCHEDULE "A"
ADMINISTRATIVE SERVICES

Taxes are included if applicable.
Effective date: July 1, 2015

ITEM	FEE
Civil Marriage Solemnization Fees (By-law No. 2012-056)	
~ Fee for Civil Marriage Ceremony	\$ 300.00 (\$ 200.00 retained by Marriage Commissioner)
~ Rehearsal fees	\$ 30.00 payable to Marriage Commissioner
~ Witnesses, if required	\$ 15.00 per witness
~ Mileage	Beyond 20 km radius from Forest Hill Road, Long Sault, ON – As per current county rate (negotiable)
~ Marriage License Fees	\$ 100.00 for residents \$ 125.00 for non-residents
Admission to Township Events for Support Person accompanying an individual with a disability	No Charge
Taxi-cab/Limousine Owner License	
~ First Vehicle	\$ 100.00 per year
~ Each Additional Vehicle	\$ 75.00 per year
Taxi-cab / Limousine Driver (Owner Exempt)	\$ 50.00 per year
Taxi-cab / Limousine License Transfer Fee	\$ 100.00
Tax Certificates	\$ 40.00
Drainage Certificate	\$ 40.00
Subdivision Compliance	\$ 40.00
Work Order Letters	\$ 40.00
Zoning Compliance Letter	\$ 40.00
NOTE: All requests for information must be received in writing.	
Property Detail Certificate	\$ 25.00
Tile Drainage Applications	\$ 25.00
Returned Payment Due to Insufficient Funds	\$ 30.00
Interest Rate for Miscellaneous A/R	1.25% per month
Closed Meeting Investigator Application Fee	\$ 125.00

SCHEDULE "B"
BUILDING SERVICES DEPARTMENT

Taxes are not applicable.

Effective date: July 1, 2015

Building permit fees are based on the determined value of construction at \$ 4.59 per \$ 1,000 of value. The determined value of construction is defined as the actual value of construction as indicated on the building permit application or the construction value (minimum fee - \$ 75.00) calculated from the table below, whichever is greater.

ITEM	CONSTRUCTION VALUE/FEE
Construction Value ~ Square Footage	
Assembly (OBC Group A) Value Calculations (includes portable classrooms, schools, etc.) ~ All Assembly Occupancies	\$ 97.64 per square foot
Institutional (OBC Group B) Value Calculations ~ Ground Floor ~ All Other Floors	\$ 147.57 per square foot \$ 87.83 per square foot
Residential (OBC Group C) Value Calculations ~ Ground Floor ~ Floors above Ground Floor ~ Finished Basement ~ Garage (attached) ~ Carports ~ Decks ~ Porches ~ Above Ground Pools ~ In-ground Pools ~ Apartment Buildings (3 apts. or more) ~ Condominiums ~ Accessory Buildings (detached garage/shed)	\$ 103.39 per square foot \$ 68.94 per square foot \$ 34.47 per square foot \$ 40.21 per square foot \$ 34.47 per square foot \$ 13.79 per square foot \$ 34.47 per square foot FLAT RATE \$ 75.00 \$ 22.98 per square foot \$ 56.29 per square foot \$ 68.97 per square foot \$ 34.47 per square foot
Office and Personal Services (OBC Group D) Value Calculations ~ Unfinished Area (Shell Only) ~ Finished Area	\$ 91.90 per square foot \$ 105.69 per square foot
Mercantile (OBC Group E) Value Calculations ~ Unfinished Area (Shell Only) ~ Finished Area	\$ 67.77 per square foot \$ 93.61 per square foot
Industrial (OBC Group F) Value Calculations ~ Unfinished Area (Shell Only) ~ Finished Area	\$ 52.85 per square foot \$ 79.26 per square foot
Farm Buildings Value Calculation ~ Greenhouse and Fabric Covered Pre-Engineered Farm Storage Building ~ Farm Buildings ~ Temporary Buildings ~ Change of Use	\$ 17.22 per square foot \$ 34.47 per square foot \$ 112.62 \$ 384.55

SCHEDULE "B"
BUILDING SERVICES DEPARTMENT

ITEM	FEE
Demolition Permits ~ Less than 6460 square feet and 3 stories or less ~ Over 6460 square feet or more than 3 stories	 \$ 75.00 \$ 750.00
Lot Grading (where applicable)	\$ 2,000.00 deposit; refer to Lot Grading Deposit Policy for specifics.
Inspection Fee Deposit – excluding renovations, small and accessory buildings under \$ 50,000 value and farm buildings.	\$ 1,000.00 deposit. Upon notification of an inspection and subsequently, the work is not completed for the requested inspection, or a request has not been received for each mandatory inspection, a fee of \$ 100.00 would be charged against this deposit for each of the foregoing. In addition, a fee of 20 % of the original deposit will be charged against the deposit following the second anniversary of the date the building permit was issued and for each subsequent year that the final inspection remains outstanding. Any balance of the deposit will be returned upon successful final inspection.
Proceeding construction without permit	\$ 100.00 for less than \$ 50,000 in construction value \$ 500.00 for \$ 50,000 or more in construction value

SCHEDULE "F"
PUBLIC WORKS DEPARTMENT - ROADS

Taxes are not applicable.
Effective date: January 1, 2015

ITEM	FEE
Entrance Permit – requiring a culvert	\$ 125.00
Entrance Permit – not requiring a culvert	\$ 75.00
Entrance culvert extensions	\$ 50.00
Permit to move Loads in Excess of Weight	\$ 50.00
Civic Number and Sign Post	\$ 110.00
Civic Number Blade Replacement – upon notification of an error or omission in the Township civic number system	\$ 45.00
Civic Number Blade Replacement upon request of Property Owner	\$ 45.00
Civic Number Sign Post Replacement upon request of Property Owner	\$ 75.00
Curb Cut	\$ 75.00
Streetlight Shade	\$ 100.00
Ditch Fill In Permit	\$ 125.00

SCHEDULE "G"
PUBLIC WORKS DEPARTMENT – WASTE MANAGEMENT

Taxes are not applicable unless otherwise stated.
Effective date: May 1, 2015

ITEM	FEE
Personal Use	
~ Car	\$ 10.00
~ Van	\$ 10.00
~ ½ Ton Truck	\$ 16.00
~ Utility Trailer – Single Axle	\$ 18.00
~ Utility Trailer – Double Axle	\$ 25.00
~ 1 Ton Truck	\$ 35.00
~ Hay Wagon	\$ 35.00
Appliances containing Freon that have been decommissioned.	No Charge
Appliances containing Freon that have <u>not</u> been decommissioned	\$ 30.00
Shingles	\$ 35.00
Construction Materials	\$ 35.00
Tire with Rims	
~ Car & Truck	\$ 5.00
~ Transport	\$ 15.00
Blue Boxes	2 Recycle boxes – Free of charge for each new residential unit - \$ 5.00 per box thereafter (HST Included)
Composter	\$ 30.00 (HST Included)
Township Garbage Bags	\$ 1.50
Replacement landfill site pass	\$ 5.00
Advertising on Waste Receptacles	\$ 300.00 per year per receptacle, or \$ 50.00 per month per receptacle, if available (HST Included)
Waste Management collection services for schools and South Stormont Seniors' Support Centre	0.0915227% of current value assessment

SCHEDULE "H"
FIRE DEPARTMENT

Taxes are not applicable.
Effective date: January 1, 2015

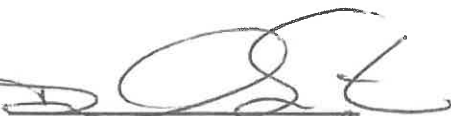
ITEM	FEE
Fire Guard Requests	Ministry of Transportation rate * (full cost recovery)
False Alarms, within a 1 year period ~ first false alarm ~ second false alarm ~ third false alarm	First Notice issued indicating potential financial implications \$ 100.00 Ministry of Transportation rate * (full cost recovery)
Cost for taking action to prevent or fight a fire and/or use of (auto) extrication equipment of Provincial Highways: ~ first hour per vehicle ~ each additional half hour or part	Ministry of Transportation rate * (full cost recovery) Ministry of Transportation rate * (full cost recovery)
Request for File Search	\$ 25.00
Request for Incident Report	\$ 40.00
Compliance Letter – Third Party requests, e.g. lawyers, insurance companies (written requests received; search of files will be conducted and written response provided from Fire Chief)	\$ 40.00
Special Occasion Permit/Inspection LCBO Inspection	\$ 85.00
Wood Energy Technology Transfer (WETT) Inspection (solid fuel appliance inspection)	Refer to Municipal Reception – Service provided by private certified individual(s)
Licensed Day Care Inspection	\$ 75.00
Transient Trader License Inspection	The cost of this inspection is included in the cost of the Transient Trader License as per Schedule "A" of this By-law
Other Inspection – i.e. Ready to Learn Program	No Charge
Open Air Burn Permit	\$ 10.00
Individuals in contravention of By-law No. 2009-40, being a by-law to regulate conditions where fires may be set in the open air	Ministry of Transportation rate * (full cost recovery) to a maximum of \$ 2,000.00 per incident
Special event(s) for Fire Protection / Stand-by Supervision only	Cost Recovery Fees i.e. personnel, equipment, apparatus and materials
Fire Hall Rental Current Rental Facility Form must be completed, as required.	\$ 20.00 per hour (HST Included) **If Township staff is required, i.e. outside of normal hours, applicable costs (additional wages) may be added to the rental fee

* Current Ministry of Transportation (full cost recovery)
~ First Hour (or part thereof) \$ 410.00 per vehicle
~ Each additional half hour \$ 205.00 per vehicle

Schedule C
Form of Municipal Council Support Resolution
(see attached)

**TOWNSHIP OF SOUTH STORMONT
RESOLUTION**

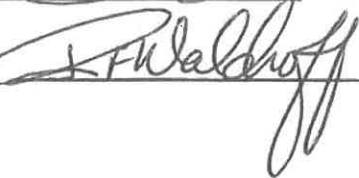
MOVED BY



RESOLUTION NO

2812/2015

SECONDED BY



DATE August 12, 2015

Whereas

1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP 1 RFP.

Name of the Large Renewable Project:	Barlow Solar Energy Centre
Registered Proponent:	Barlow Energy Centre Limited Partnership
Renewable Fuel of the Large Renewable Project:	Non-Rooftop Solar
Contract Capacity of the Large Renewable Project	12 MW
Description of the Properties within the geographical bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<ul style="list-style-type: none">- Firstly: All of that portion of Lot 20 and Lot 21, Con. 4 in the Township of South Stormont as shown on the print of plan 203-9639 attached to instrument #48602, PIN #60220-0111- Secondly: Part of the east half of Lot 21, Con.4 in the Township of South Stormont as described in instrument #308247, PIN #60220-0154 (the " Lands ")

2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part is to be located on lands under the jurisdiction of the Township of South Stormont;
3. The Registered Proponent has requested that the council of the Township of South Stormont indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;

4. Pursuant to the LRP 1 RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP 1 RFP; and


Now therefore be it resolved that:

5. The Council of the Township of South Stormont supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line of the Lands.
6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP 1 RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line for any other purpose. Rated criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP 1 RFP.
7. Though this resolution may impact the rank of the Registered Proponent's Proposal in relation to other Proposals received by the IESO, it does not guarantee a contract will be offered to the Registered Proponent under the LRP 1 RFP.

☒ CARRIED

☐ DEFEATED

☐ DEFERRED


Chairperson

Recorded Vote:

Councillor Primeau	<u>Yea</u>
Councillor Smith	<u>Yea</u>
Councillor Waldroff	<u>Yea</u>
Deputy Mayor Hart	<u>Nay</u>
Mayor Bancroft	<u>Yea</u>

Township of South Stormont
KEY INFORMATION REPORT
Parks and Recreation



To: Council
From: Kevin Amelotte, Director of Parks and Recreation
Date of Meeting: February 12, 2020
Subject: 2019 Programs and Facilities Overview

Background:

An overview of the Parks and Recreation programs and facilities has been completed and will be used in future years to track trends in programming and facility usage. The data collected has also been valuable for the Parks and Recreation Master Plan that is currently being completed.

The Department has strategically adjusted several programs in order to increase participation within Township operated facilities. The reported numbers indicate that these adjustments have provided a positive impact to the levels of service provided to residents and increasing the sustainability of the Department assets.

Discussion:

1. Since 2015 there has been an increase in programs offered such as the addition of Sport for Life and baseball.
2. Staff continues to make it a priority to further support minor sport volunteers and local program providers which has resulted in an increase of programs being offered.
3. The Summer Events Program was restructured in 2018 with the elimination of bus trips. This has allowed staff to schedule larger scale events that take place within the Township. This transition has been successful, and residents have provided positive feedback regarding the change.
4. The St. Andrews West Pool hours were also restructured in 2018 by adjusting the public swim schedule. This has allowed staff to provide additional services while still offering public swim. Staff has received positive feedback regarding the additional fitness classes offered at the pool and having the option to rent the facility for private functions.
5. The Community Hall rentals have continued to increase, specifically the number of program rentals. The majority of the programs in 2019 included the walking club, Balance for Life, Karate, boot camps, yoga, and most recently roller skating. Staff continues to work with small businesses that are looking for space to operate their programs.
6. Staff has continued to work with volunteers in order to operate more programs at the Lancer Centre. Additional adult and youth basketball programs were added in the fall of 2019. Programming is expected to increase in 2020 at this facility.

7. In 2017 the addition of 5 extra weeks of ice rentals at the Long Sault Arena was implemented during the spring season. This has increased revenue for this facility.

Attachments

- 2019 Parks and Recreation Programs and Facilities Overview

Prepared by:

Sherry-Lynn Servage
Recreation Coordinator

**Parks and Recreation Department
Programs and Facilities Overview**



Minor Sport Program Participation Numbers					
YEAR	2015	2016	2017	2018	2019
Ball Hockey	117	73	100	103	94
Baseball	58	36	32	76	55
Basketball Camp	0	45	61	63	56
Soccer	478	438	412	475	487
Sport for Life	0	46	68	55	62
Total	653	638	673	772	754
Revenue	\$32,650	\$31,550	\$30,165	\$38,486	\$47,870

- In 2019 staff launched the new online registration software, Book King, which made it easier for people to register and allowed staff to put a cap on registration numbers.
- Junior ball hockey, the basketball camp, t-ball and certain soccer divisions all reached their maximum number of registrants.

Summer Events Program Participation				
YEAR	2016	2017	2018	2019
Number of Events	28	28	31	30
Number of Participants	1531	1414	2009	1634
Average Participant/Event	55	51	65	54
Revenue	\$3,976	\$6,110	\$1,962	\$2,255
Expense	\$26,766	\$25,947	\$32,313	\$29,632

- In 2018 staff removed bus trips from the program and incorporated more large-scale events within the Township. These events such as magic shows and Little Ray's Reptiles were free events which resulted in a large turnout.
- In 2019 the Summer Events Program had the same approach as 2018 but the large events had a small fee, this still resulted in a good turnout but not as big as the year prior.
- Expenses also include the wages for Summer Events staff. Part of their job function is to support community events such as Canada Day, Ingleside Block Party and St. Andrews West Community Fest. Summer Events staff also provide support for all minor sport programs.

South Stormont Pool Facilities					
YEAR	2015	2016	2017	2018	2019
Swimming Lesson Registrants	311	333	333	359	361
St. Andrews Public Swim Hours Per Week	31.5	31.5	22.5	22.5	22.5
St. Andrews Public Swim Numbers	2287	2239	1809	2113	1525
Long Sault Public Swim Hours Per Week	9	9	9	9	9
Long Sault Public Swim Numbers	556	335	313	296	281
Private Rentals in Hours	0	1	6	4	8
School Rentals in Hours	18	20	16	19	19
Fitness Classes in Hours	0	0	19	25	27
Total Swimming Revenue	\$25,350	\$28,123	\$29,562	\$35,433	\$37,223
Total Operational Expenses	\$86,019	\$93,533	\$90,273	\$94,472	\$97,679

- In 2019 there was 361 Swimming Lesson Registrants, only 10 of these registrants were for the Long Sault Wading Pool.
- Adjusting public swim hours at the St. Andrews West Pool starting in 2017 has allowed for more private bookings and fitness classes.
- In 2017, public swim numbers decreased at the St. Andrews West Pool due to the Glengarry Camp discontinuing their weekly visits.
- Public Swim Numbers at both pool facilities were not accounted for on Canada Day in 2017 - 2019 due to free access for the holiday.
- Both revenue and expenses have slowly increased over the past five years.
- As the rentals and swimming lesson registrations increase, the maintenance and staff time also increases.

Community Hall Rentals					
Community Hall Event Types	2015	2016	2017	2018	2019
Non Licenced Events	66	73	105	136	110
Licenced Events	17	21	15	21	24
Programs	177	337	292	294	332
Total Number of Rentals	260	431	412	451	466
Paid	149	229	236	307	299
Non Paid	111	202	176	144	167
Revenue	\$13,230	\$15,550	\$14,867	\$21,102	\$17,469
Expense	\$7,100	\$8,453	\$11,674	\$9,943	\$7,157

- Despite an increase in the number of rentals, revenue for 2019 was not as high as 2018 due to an increase of non-paid events.

Lancer Centre Rentals in Hours				
Lancer Centre	2016	2017	2018	2019
Adult Basketball	57	87	66	50
Youth Basketball	134	146	177	170
Pickleball	71	62	60	42
Badminton	35	33	36	42
Sport for Life	14	33	18	21
Total Hours Rented	311	360	357	325
Revenue	\$7,496	\$8,320	\$11,970	\$10,748
Expense	\$8,730	\$11,847	\$14,149	\$10,897

- A men's basketball group discontinued rentals in January 2019.
- In 2016, 2017 and 2018 winter Pickleball sessions ran 2 night per week. In 2019 all Pickleball sessions ran 1 night per week.
- Lancer Centre hours are also dependent on weather, if there is a snow day within the UCDSB it eliminates the evening recreation program at the facility.
- Invoicing from UCDSB is not consistent therefore expenses from 2018 may in fact apply to 2017 expenses.

Long Sault Arena Rentals in Hours					
Long Sault Arena	2015	2016	2017	2018	2019
John Cleary Room	468	455	573	510	211
Arena Floor	260	268	221	224	211
Ice Surface	2128	2097	2356	2360	2377
Total Hours Rented	2856	2820	3150	3094	2,799
Revenue	\$262,737	\$265,689	\$303,276	\$309,345	\$323,301
Expense	\$378,529	\$398,111	\$400,938	\$420,315	\$433,705

- In 2018, the Friendly Circle Seniors Club discontinued their John Cleary Room Rentals which consisted of weekly Bridge Club, Knitting Classes and Paint Classes.
- In 2017 and 2018, the available arena floor rental time decreased by 4 weeks due to the extension of the ice rental season.
- Ice rentals started to increase in 2017 due to the additional 5 weeks of spring ice.

Field Rentals in Hours				
Field Rentals	2016	2017	2018	2019
Long Sault Baseball Diamond	238	286	238	259.50
Arnold Bethune Soccer Field	72	69	62.50	41
Long Sault Volleyball Court	127	122	122	144
Long Sault Tennis Court	8	19	16	14
Ingleside Baseball Diamond	100.50	124	124	135
St. Andrews Soccer Field	50	36	0	0
Total Hours Rented	595.5	656	562.5	593.5

- In 2016 the Long Sault Volleyball Court was constructed and allows for multiple rentals during the week and tournaments.
- In 2016 Seaway Fitness started renting the Long Sault Tennis Court for programs.
- The St. Andrews Soccer Field was not rented in 2018 or 2019 by the adult leagues, this is due to the poor drainage issues at this location.

St. Andrews West Fire Hall Rentals					
St. Andrews West Fire Hall	2015	2016	2017	2018	2019
Meeting Room Rentals	0	0	32	93	176
Revenue			\$400	\$1,964	\$3,570

- Rentals for this facility began in September 2017. The majority of the rentals consist of firefighter training, fitness classes, Historical Society meetings, and shower/party rentals.

Long Sault Fire Hall Rentals					
Long Sault Fire Hall	2015	2016	2017	2018	2019
Meeting Room Rentals					67
Revenue					\$1,220

- Prior to 2019, rentals at the Long Sault Fire Hall were under the supervision of the Fire Association.

Newington Fire Hall Rentals					
Newington Fire Hall	2015	2016	2017	2018	2019
Meeting Room Rentals					36
Revenue					\$180

- Prior to 2019, rentals at the Newington Fire Hall were under the supervision of the Fire Association.



To: Council
From: Loriann Harbers, Director of Corporate Services Clerk
Date of Meeting: February 12, 2020
Subject: Support for Town of Deep River - Developing Small Modular Reactor Technology

Recommendation:

That Council of the Township of South Stormont supports the Town of Deep River's resolution supporting Premiers Developing Small Modular Reactor Technology.

Background:

The Town of Deep River has requested endorsement and support of their resolution from all municipalities in Ontario. The Town of Deep River's resolution is attached.

Further information is available through the links provided below from the Town of Deep River's website in support of the motion:

<https://deepriver.civicweb.net/Portal/MeetingInformation.aspx?Id=243>

<https://deepriver.civicweb.net/document/21477/Premiers%20to%20Develop%20Nuclear%20Reactor%20Technology%20-%20C.pdf?handle=83373C6266774B92BC014B88BC58509C>

Options:

1. That Council support the resolution of the Town of Deep River.
 2. That Council not support the requested resolution.
 3. Other.
-

Financial Impact:

There is no direct financial impact to the Township of South Stormont.

Others Consulted:

Support requested by Councillor Andrew Guindon

Prepared by:
Ashley Sloan, Clerk's Assistant

From: Ric McGee <RMcGee@deepriver.ca>

Sent: January 9, 2020 11:35 AM

To:

Cc:

Subject: Deep River Resolution Supporting Premiers Developing Small Modular Reactor Technology

Good morning,

Please see the attached Resolution from the Council of the Town of Deep River to all Provincial Premiers in support of the development of Small Modular Nuclear Reactor Technology as a green energy solution scalable to small, medium and large sized communities worldwide.

Thank you all for your review and consideration of the attached resolution and have a great day.

Kindest regards,

Bethany McMahon on behalf of Richard McGee

Town of Deep River

Telephone: (613) 584-2000_Extension 126

Cell: (613) 401-4951

Email: rmcgee@deepriver.ca

THE CORPORATION OF THE TOWN OF DEEP RIVER

P.O. BOX 400 • 100 DEEP RIVER ROAD • DEEP RIVER, ONTARIO K0J 1P0

Tel: (613) 584-2000 • www.deepriver.ca • Fax: (613) 584-3237



January 8, 2020

Hon. Doug Ford, Premier of Ontario
Queen's Park Legislative Building
1 Queen's Park, Room 281
Toronto Ontario
M7A 1A1

Subject: Premiers to Develop Nuclear Reactor Technology

Dear Honourable Doug Ford,

Please be advised that at the Regular Meeting of Council held October 9th, 2019, Council for the Corporation of the Town of Deep River passed the following resolution:

BE IT RESOLVED THAT the CBC News report entitled "**Group of premiers band together to develop nuclear reactor technology**", be received, and

WHEREAS the Premiers of Ontario, Saskatchewan and New Brunswick have announced their intention to work together on the development of small modular reactors to help their provinces reduce carbon emissions and address the challenges of climate change;

WHEREAS Canada has demonstrated excellence and leadership in the nuclear industry on the world stage for more than 70 years;

WHEREAS the Canadian nuclear industry is one of the safest and most well-regulated energy sectors in the world under the oversight of the Canadian Nuclear Safety Commission;

WHEREAS the citizens of Ontario have enjoyed the benefits of safe, clean, low-carbon energy produced by Ontario's nuclear industry for over 50 years;

WHEREAS small modular reactors have the potential to provide municipalities, especially rural and northern municipalities, with an innovative technology that provides a safe, low-carbon alternative to meet energy demands; therefore,

BE IT RESOLVED the Town of Deep River write to the Premiers of Ontario, Saskatchewan and New Brunswick to express support for their decision to work together on the development of small modular reactor technology as a safe, low-carbon energy option;

THAT the Town of Deep River write to the Prime Minister of Canada, Minister of Natural Resources, and the remaining provincial premiers asking that they support investment in the research and development of small modular reactor technology as an innovative, safe, low-carbon energy option; and

THAT this resolution be circulated to all upper and lower-tier municipalities in Ontario, and the Federation of Canadian Municipalities, for their consideration.

CARRIED

Thank you and please contact the writer should you have any additional questions.
Kindest regards,



Bethany McMahon, Administrative Assistant
Town of Deep River

cc: Hon. Scott Moe, Premier of Saskatchewan
Hon. Blaine Higgs, Premier of New Brunswick
Hon. Stephen McNeil, Premier of Nova Scotia
Hon. Brian Pallister, Premier of Manitoba
Hon. John Horgan, British Columbia
Hon. Dennis King, Premier of Prince Edward Island
Hon. Jason Kenney, Premier of Alberta
Hon. Dwight Ball, Premier of Newfoundland and Labrador
Hon. Francois, Premier of Quebec
Hon. Caroline Cochrane, Premier of Northwest Territories
Hon. Sandy Silver, Premier of Yukon
Hon. Joe Savikataaq, Premier of Nunavut
Hon. Justin Trudeau, Premier of Canada
Hon. Seamus O'Regan of Natural Resources
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
All Upper and Lower Tier- Municipalities

Township of South Stormont
ACTION REQUEST
Administration and Corporate Services



To: Council
From: Loriann Harbers, Director of Corporate Services / Clerk
Date of Meeting: February 12, 2020
Subject: Support for Town of Amherstburg - Joint and Several Liability Consultation

Recommendation:

That Council of the Township of South Stormont supports the Town of Amherstburg in their request regarding Joint and Several Liability Consultation.

Background:

The town of Amherstburg has requested endorsement and support of their resolution from all municipalities in Ontario. The Town of Amherstburg's resolution is attached.

Options:

1. That Council support the resolution of the Town of Amherstburg.
 2. That Council not support the requested resolution.
 3. Other.
-

Financial Impact:

There is no direct financial impact to the Township of South Stormont.

Others Consulted:

Support requested by Mayor McGillis

Prepared by:
Ashley Sloan, Clerk's Assistant



The Corporation of the Township of Madoc

15651 Highway 62, P.O. Box 503, Madoc, Ontario K0K 2K0

www.madoc.ca

613-473-2677

Fax: 613-473-5580

January 27, 2020

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

At its meeting of December 4th, 2019, Madoc Township Council passed the following resolution.

Motion # 19-579

Moved by: Deputy Reeve Rollins

Seconded by: Councillor Smith

That Council directs the Clerk/Planning Coordinator to write a letter supporting the Town of Spring Water resolution regarding Joint and Several Liability Consultation

-Carried-

cc:

Doug Ford, Premier of Ontario

Association of Ontario Municipalities (AMO)

Ontario Municipalities

September 26, 2019

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

Re: Joint and Several Liability Consultation

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

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

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

a. No Requirement of Proof

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

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

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

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

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

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

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

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

b. Frivolous and Vexatious Suits are Costing Taxpayers

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

c. Negligent Legal Actions (Beyond Frivolous and Vexatious)

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

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

d. Triage System for Claims

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

e. Law Society of Ontario Charges

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

3. Is it increased premiums? Rising deductibles?

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

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

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

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

4. Being unfairly named in lawsuits?

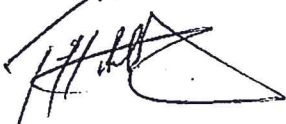
As detailed above, Springwater continues to be unfairly named in legal actions. Issues here range from a complete absence of research by legal firms on causality to the municipality being named in legal action in completely separate jurisdictions (other municipalities).

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

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

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

Yours truly,



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

Cc: Ontario Municipalities



To: Council
From: Loriann Harbers, Director of Corporate Services / Clerk
Date of Meeting: February 12, 2020
Subject: Letter of Support – Petition to Government of Canada
Regarding Access to High Speed Internet

Recommendation:

That Council of the Township of South Stormont directs the Mayor to send a petition letter to the Minister of Innovation, Science and Economic Development Canada related to improving access to high speed internet services.

Background:

The Eastern Ontario Wardens' Caucus (EOWC) has requested that all EOWC members and local municipalities forward the attached petition letter to the Minister of Innovation, Science and Economic Development Canada concerning Telecom Order CRTC 2019-288. The petition letter requests that the Government of Canada ensures continued private sector investment in broadband infrastructure.

Further information can be found on the Government of Canada website at the following link: <https://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf11569.html>

Options:

1. That Council support the request of the Eastern Ontario Wardens' Caucus.
 2. That Council not support the request.
 3. Other.
-

Financial Impact:

There is no direct financial impact to the Township of South Stormont.

Others Consulted:

Support requested by Councillor Jennifer MacIsaac

Prepared by:
Ashley Sloan, Clerk's Assistant



February 12, 2020

Director General
Telecommunications and Internet Policy Branch
Innovation, Science and Economic Development Canada
235 Queen Street, 10th Floor
Ottawa, Ontario K1A 0H5
Filed electronically: ic.telecomsubmission-soumissionstelecom.ic@canada.ca

Re: Canada Gazette, Part I, December 14, 2019, Volume 153, Number 10: Notice No. TIPB-002-2019 — Petitions to the Governor in Council concerning Telecom Order CRTC 2019-288

On behalf of the Township of South Stormont I writing today regarding the above noted matter.

Improving access to high speed internet services for the residents and businesses of our communities continues be one of our highest priorities. We know that better connectivity is the foundational tool for growing our local and regional economies. With the assistance of the Eastern Ontario Wardens' Caucus (EOWC), the Eastern Ontario Mayors' Caucus (EOMC) and the Eastern Ontario Regional Network (EORN) along with EORN's private sector partners, significant strides have been made to better connect our residents and businesses.

Our communities should have the same kind of access to improved public services, employment, health care and educational opportunities provided by improved broadband networks as our urban neighbours. We also recognize that in rural and difficult to serve areas it will continue to be necessary for private sector and government investments to be made for physical and other infrastructure in order to meet our connectivity needs going forward.

While we are not privy to details of submissions being made relative to the Notice No. TIPB-002-2019 we strongly encourage the Government of Canada to take the concerns of all the relevant parties into consideration and find an approach that ensures continued private sector investment in broadband infrastructure.

Yours truly,

Bryan McGillis
Mayor

CC:
The Hon. Navdeep Bains, PC, MP, Minister of Innovation, Science and Economic Development
ised.minister-ministre.isde@canada.ca

Mr. Eric Duncan, MP, Eric.Duncan@parl.gc.ca



To: Council
From: Ross Gellately, Director of Public Works
Date of Meeting: February 12, 2020
Subject: Sewer Invoice Relief Request

Recommendation:

That Council approve and authorize staff to credit the wastewater component relating to the higher than average usage of water due on the property owners billing(s) in question.

Executive Summary:

A request was received from a Long Sault resident requesting relief from a large water/sewer invoice for the past quarterly billing. The email indicated that the source of the larger than normal consumption was due to the use of their back-up sump-pump which is water driven. The backup sump-pump was activated when the electric sump-pump failed. It was noted in the email that the water being pumped from the sump-pump discharges to the roadside ditch and not into the sanitary sewer.

Background:

Upon receipt of the request, Public Works staff confirmed that the sump-pump discharge was indeed being pumped into the roadside ditch and not into the sanitary sewer. As such, the discharge was not received at the wastewater treatment plant and was not treated. As it did not proceed through the sanitary system and was not treated, there was no cost to the Township for conveyance or treatment of the waste.

Options:

1. That Council approve and authorize staff to credit the wastewater component relating to the higher than average usage of water due on the property owners billing(s) in question. This is the recommended option.
 2. That Council approve to credit a portion of the wastewater billing.
 3. That Council deny the request.
-

Financial Impact:

The Township's water and wastewater systems are operated on a cost recovery basis which includes short and long-term planning to sustain assets and operations.

In this request, Public Works has confirmed that the excess water usage was indeed due to the backup sump-pump and was pumped into the roadside ditch and that the excessive water usage did not enter the Township's sanitary system. As the Township did not incur any costs to treat the excess water usage through the sanitary system, Finance supports that the wastewater component relating to higher than average usage be credited back to the customer.

The total dollar impact to be credited will be confirmed on the next billing cycle as the repair occurred after the resident received their past quarterly billing.

Risk Considerations:

As the water and wastewater operations are operated on a cost-recovery basis and it has been confirmed that the Township did not incur sanitary system costs relating to the excess water usage in this particular case, it may be perceived as unfair if the Township did not consider this request.

Others Consulted:

Director of Finance

Township of South Stormont
ACTION REQUEST
Fire and Rescue Department



To: Council
From: Gilles Crepeau
Date of Meeting: February 12, 2020
Subject: Donation of Rescue Snowmobile and Basket

Recommendation:

That Council accepts the donation of a Rescue Snowmobile and Basket from the Ottawa Fire Service and Constance Bay Firefighters Association and further that the Rescue Snowmobile and Basket be entered into service in 2021.

Executive Summary:

The Ottawa Fire Service and Constance Bay Firefighters Association has graciously offered to donate a Rescue Snowmobile and Basket to South Stormont Fire and Rescue.

Acceptance of this donation will provide an additional service not currently provided by the Township. Considerations in determining acceptance of the donation include maintenance and repairs, training and replacement of the equipment when it fails or reaches end of useful life. This is as a result of the added service that becomes a community expectation once it is in service.

Background:

Our department was nominated by Justin Lamarche, Vice-President of Constance Bay Firefighters Association, whose father Mike Lamarche was a Volunteer Firefighter in Long Sault for many years. South Stormont Fire and Rescue was chosen because of its proximity to the Long Sault Parkway and the many snowmobile trails in the area.



If Council accepts the donation, the Rescue Snowmobile along with the Rescue Basket will be kept at Station 1 in Long Sault. Once delivered, members will participate in a Snowmobile Rescue Safety Course and will receive training on the snowmobile.

Options:

1. That Council accepts the donation of a Rescue Snowmobile and Basket from the Ottawa Fire Service and Constance Bay Firefighters Association and further, that the Rescue Snowmobile and Basket be entered into service in 2021. This is the recommended option.
 2. That Council decline the donation of the Rescue Snowmobile and Basket.
-

Financial Impact:

The maintenance costs for the Rescue Snowmobile and Basket were not included in the 2020 Budget. If the donation is accepted, additional operational costs for personal protective equipment, maintenance, fuel and insurance would need to be included in the 2021 Budget. Additional training will be required for members before entering the off-road vehicle in service. The purchase of an enclosed trailer (2019 estimated price \$10,000) will also be required to transport the off-road vehicle. Future replacement costs for new snowmobile and equipment are more than \$10,000 (2019 prices).

If the donation is approved, Staff will determine an appropriate equipment charge to support the maintenance and replacement needs. Staff suggest waiting until 2021 to enter the Rescue Snowmobile in service to budget for the added costs.

Risk Considerations:

Use of the equipment is an unknown, while there are instances where it would be useful, these situations are not frequent.

If donation is accepted public perception if in future the service is cancelled.

Others Consulted:

Director of Finance and Chief Administrative Officer.



To: Council
From: Kevin Amelotte, Director of Parks and Recreation
Date of Meeting: February 12, 2020
Subject: Concussion Code of Conduct – Rowan’s Law

Recommendation:

That Council adopt the Concussion Code of Conduct – Rowan’s Law to ensure the Township is providing safe programming and meeting provincial legislation.

Executive Summary:

Concussion safety requirements have been established by the Province, staff has created this Concussion Code of Conduct in order to implement these requirements and ensure the safety of all recreation program participants.

Background:

Rowan’s Law was named after Rowan Stringer, a high school rugby player from Ottawa, who died in 2013 from a condition known as second impact syndrome (swelling of the brain caused by a subsequent injury that occurred before a previous injury healed). Rowan is believed to have experienced three concussions over six days while playing rugby. She had a concussion but didn’t know her brain needed time to heal. Neither did her parents, teachers or coaches. Rowan’s Law was established to bring awareness to concussions and concussion safety.

Rowan’s Law requires that sports organizations ensure that: 1) athletes under 26 years of age *parents of athletes under 18, coaches, team trainers and officials confirm every year that they have reviewed Ontario’s Concussion Awareness Resources. 2) Establish a Concussion Code of Conduct that sets out rules of behavior to support concussion prevention. 3) Establish a Removal-from-Sport and Return-to-Sport protocol.

The rules requiring the review of Concussion Awareness Resources and Concussion Code of Conduct came into effect on July 1, 2019. The rules for removal-from-sport and return-to-sport protocols are expected to be in place by July 1, 2020.

Options:

1. That Council adopt the Concussion Code of Conduct – Rowan’s Law to ensure the Township is providing safe programming and meeting provincial legislation.
2. Other.

Prepared by: Sherry-Lynn Servage, Recreation Coordinator



TOWNSHIP OF SOUTH STORMONT

Title: Concussion Code of Conduct – Rowan's Law

**Department:
Parks and Recreation**

**Date:
February 12, 2020**

1. CODE OF CONDUCT

The Township of South Stormont (TOSS) is committed to providing safe recreation programming. In providing safe recreation programming TOSS staff shall incorporate Ontario's Concussion Awareness Resources, TOSS Concussion Code of Conduct, and TOSS Removal-from-Sport and Return-to-Sport protocols into the minor sport program registration process.

2. PURPOSE

To ensure that all participants, parents of participants under 18, coaches and officials are informed and educated about concussions.

The Ontario Government enacted *Rowan's Law (Concussion Safety), 2018, S.O. 2018, c. 1 ("Act")*, which makes it mandatory for sport organizations, including municipalities, to: 1) Ensure that athletes under 26 years of age, parents of athletes under 18, coaches, team trainers and officials confirm every year that they have reviewed Ontario's Concussion Awareness Resources. 2) Establish a Concussion Code of Conduct that sets out rules of behaviour to support concussion prevention. 3) Establish a Removal-from-Sport and Return-to-Sport protocol.

3. SCOPE

All participants, parents of participants under 18, coaches and officials will be required to review this code of conduct including all Appendices before registering for any TOSS minor sport program each year.

4. DEFINITIONS

Concussion:

is a brain injury that causes changes in how the brain functions, leading to symptoms that can be physical (e.g., headache, dizziness), cognitive (e.g., difficulty concentrating or remembering), emotional/behavioural (e.g., depression, irritability) and/or related to sleep (e.g., drowsiness, difficulty falling asleep);

- may be caused either by a direct blow to the head, face or neck, or a blow to the body that transmits a force to the head that causes the brain to move rapidly within the skull;
- can occur even if there has been no loss of consciousness (in fact most concussions occur without a loss of consciousness); and,
- cannot normally be seen on X-rays, standard CT scans or MRIs.

5. RESPONSIBILITY

It is the responsibility of TOSS staff to ensure that all participants, parents of participants under 18, coaches and officials read through this code of conduct document before registering for a TOSS recreation program.

6. PROCEDURE

This document will be included in the online registration process, in-person registration forms, coach/volunteer waiver forms, and official training packages for all to review and acknowledge having read the Code of Conduct before participating in TOSS minor sport programs.

7. REFERENCES

Government of Ontario, Ministry of Tourism, Culture and Sport Concussion Guidelines.
Retrieved from

http://www.health.gov.on.ca/en/public/programs/concussions/docs/mtcs_concussion_guide_en.pdf

Government of Ontario (2019, November, 25) *Rowan’s Law: Concussion safety.*

Retrieved from <https://www.ontario.ca/page/rowans-law-concussion-safety>

Soccer Canada. *Canada Soccer Concussion Guidelines Players Health and Safety First.*

Retrieved from <https://www.canadasoccer.com/files/ConcussionGuideEN2.pdf>

Hockey Eastern Ontario (2019, June, 27) *HEO Rowan’s Law Acknowledgement Form.*

Retrieved from

<https://www.heominor.ca/system/files/HEO%20Rowan%27s%20Law%20Acknowledgement%20Form%20June%2027%202019.pdf>

Drafted By: Sherry-Lynn Servage	Last Revision Date:	Approved Date:	Director’s Signature:

APPENDIX A

Ontario's Concussion Awareness Resources can be found at the following links

- [10 and Under Concussion Awareness Resource](#)
- [11-14 Concussion Awareness Resource](#)
- [15 and Over Concussion Awareness Resource](#)

APPENDIX B

Township of South Stormont Concussion Code of Conduct

I will help prevent concussions by:

- Wearing the proper equipment for my sport and wearing it correctly.
- Respecting the rules of my sport or activity.
- My commitment to fair play and respect for all athletes, coaches, team trainers and officials.

I will care for my health and safety by taking concussions seriously, and I understand that:

- A concussion is a brain injury that can have both short-term and long-term effects.
- A blow to the head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a concussion.
- A person doesn't need to lose consciousness to have had a concussion.

I will not hide concussion symptoms. I will speak up for myself and others.

- I commit to recognizing and reporting, including self-reporting, of a possible concussion to a designated coach or parent I trust so they can help.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with any other sport organization with which I have registered.

I will commit to following the Township of South Stormont's Return-to-Sport protocol

- I understand my commitment to supporting the return-to-sport process
- I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
- I will respect my coaches, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.

APPENDIX C

Township of South Stormont Removal-from-sport Protocol

Teammates, side-line staff, coaches, players or parents and guardians who suspect that a player may have a concussion must work together to ensure that the player is removed from play in a safe manner. If a neck injury is suspected the player should only be removed by emergency healthcare professionals with appropriate spinal care training. Call 911. More severe forms of brain injury may be mistaken for concussion. If any of the following are observed or reported within 48 hours of an injury, then the player should be transported for urgent medical assessment at the nearest hospital (symptoms below). Call 911.

- Severe neck pain
- Deteriorating consciousness (more drowsy)
- Increasing confusion or irritability
- Severe or increasing headache
- Repeated vomiting
- Unusual behavior change (persistent irritability in younger children; increased agitation in teens)
- Seizure
- Double vision
- Weakness or tingling / burning in arms or legs

Township of South Stormont Return-to-sport Protocol

Concussion is a serious event, but you can recover fully from such an injury if the brain is given enough time to rest and recuperate. Returning to normal activities, including sport participation, is a step-wise process that requires patience, attention, and caution. Each step must take a minimum of one day but could last longer depending on the player and his or her specific situation.

Step 1: Symptom Limited Activity

After an initial short period of rest of 24-48 hours, light cognitive and physical activity can be initiated if they don't worsen symptoms. A physician, preferably one with experience managing concussions, should be consulted before beginning a step-wise return to learn and sport strategy.

Step 2: Light Aerobic Exercise

Activities such as walking or stationary cycling. The player should be supervised by someone who can help monitor for symptoms and signs. No resistance training or weight lifting. The duration and intensity of the aerobic exercise can be gradually increased over time if no symptoms or signs return during the exercise or the next day.

Symptoms? Return to previous stage and only engage in activities as tolerated. If symptoms persist, consult a physician.

No symptoms? Proceed to Step 3 the next day.

Step 3: Sport-Specific Activities

Activities such as skating or throwing can begin at step 3. There should be no body contact or other jarring motions such as high-speed stops or hitting a baseball with a bat.

Symptoms? Return to previous stage and only engage in activities as tolerated. If symptoms persist consult a physician.

No symptoms? Proceed to Step 4 the next day.

Step 4: Begin drills without body contact

Symptoms? Return to previous stage and only engage in activities as tolerated. If symptoms persist consult a physician.

No symptoms? The time needed to progress from non-contact exercise will vary with the severity of the concussion and with the player. Proceed to Step 5 only after medical clearance.

Step 5: "On Field" practice with body contact, once cleared by a doctor

Symptoms? Return to previous stage and only engage in activities as tolerated. If symptoms persist consult a physician.

No symptoms? Proceed to Step 6 the next day.

Step 6: Game play.

Township of South Stormont
ACTION REQUEST
Parks and Recreation Department



To: Council
From: Kevin Amelotte
Date of Meeting: February 12, 2020
Subject: Selection of 2019 Volunteer(s) of the Year Awards

Recommendation:

That Council accepts the recommendation made by the Volunteer Appreciation Committee for the 2019 South Stormont Volunteer of the Year and the 2019 South Stormont Youth Volunteer Award.

Background:

The Volunteer Appreciation Committee (VAC) reviewed all eligible nomination forms received prior to the deadline of February 1, 2019. It is the opinion of the VAC that the volunteer efforts made by both individuals exceeds the established criteria and are deserving of receiving the awards.

Volunteer criteria considered while reviewing the nomination forms included;

- a. Amount of hours and impact of services provided;
- b. Services providing a positive impact on the Township and community;
- c. Services that were provided on a not-for-profit basis; and
- d. Level of volunteerism that is not normally provided, viewed as going "above the call of duty".

To maintain confidentiality, nomination forms received for the recommended individuals will be provided under separate cover. If approved by Council, the name of the individuals will not be announced to the general public until the 2020 South Stormont Volunteer Appreciation Gala.

The 2019 Gala is scheduled to take place in the South Stormont Community Hall on Friday, April 17, 2020. The theme of the event is "Tiffany & Company" and will provide a themed menu, entertainment, and decorations. Invitations will be sent to 140 guests who represent 24 volunteer organizations that provide services to South Stormont residents.

Options:

1. That Council accepts the recommendations made by the Volunteer Appreciation Committee for the 2019 South Stormont Volunteer of the Year award, and the 2019 South Stormont Youth Volunteer Award.

2. Council defers the decision and requests that staff and the VAC provide options for other eligible candidates.
3. Other.

Financial Impact:

The proposed budget for the 2020 South Stormont Volunteer Appreciation Gala is \$10,500.00 (\$75 per guest).

Others Consulted:

Volunteer Appreciation Committee



To: Council
From: Kevin Amelotte – Director of Parks and Recreation
Date of Meeting: February 12, 2020
Subject: 2020 Canada Day Celebration Request

Recommendation:

That Council approves for 2020 Canada Day celebrations the Township resources will support the Canada Day Celebration events at the Lost Villages site and Bethune Park.

Executive Summary:

The Township received an official request from Mr. Carson Elliott, indicating the desire to work with the Township in offering Canada Day Celebrations on July 1, 2020 on the Township owned property across from the Ingleside Shopping Plaza (11 Thorold Lane, Ingleside, ON).

Mr. Elliott has indicated that he, along with local volunteer organizations, are willing to offer this new Canada Day Celebration event in conjunction with the Township. He has indicated that the group would like to create the details of the event with Parks and Recreation staff, and that the Township provide the electrical supply for a stage, portable washrooms, rental tents, liability insurance, and potentially other in-kind services (i.e. extra garbage removal, tables, chairs). It is also suggested that any proceeds collected through fundraising efforts would be donated back to the Parks and Recreation Department for the purpose of supporting family-oriented programs.

For many years, Canada Day Celebrations have taken place at Ault Park (Lost Villages Museum) and the Arnold Bethune Memorial Park / Long Sault Plaza. As such, Township staff submitted the annual Celebrate Canada Grant application indicating the location and times of Township supported events, while Council also approved the funds and resources required to host these two events in the 2020 Township Budget. It is the opinion of staff, that the 2020 budget currently does not provide the Parks and Recreation Department the resources required to meet this request.

Background:

- Mr. Elliott, and a group of volunteers, have been organizing Canada Day Celebrations in conjunction with the Lost Villages Historical Society (LVHS) at Ault Park for many years.

- In July 2019, staff was made aware that there might have been some differences during the organizing / delivery of the event between Mr. Elliot and his volunteers, and members of the LVHS.
- In the fall of 2019, Mr. Elliott requested that his group of volunteers be granted permission from the Township to operate Canada Day Celebration at Lost Villages without working in conjunction with the LVHS. At this time, staff indicated that the agreement between the Township and the LVHS was currently being renegotiated, and it is anticipated that the LVHS will continue to have control over the programming and events at Ault Park.
- Following Mr. Elliott's request to create a new event in January 2020, staff contacted the LVHS to ensure that they still had intentions of hosting Canada Day events at Ault Park on July 1, 2020. The President of the LVHS said that these events are part of the 2020 programs at the park, and that he would reach out to Mr. Elliott to see if there was a way they could continue to work together on this project.
- It is the opinion of staff, that the request to create a new event was directly impacted by the challenges various groups had working together to deliver the event at Ault Park in 2019.
- If the request to add an additional celebration site is approved as a Township operated event, with Mr. Elliott and his volunteer members delivering the programming, the following issues will require added time and resources;
 1. The Township rents additional tables and chairs, tents, and port-a-potties items not currently budgeted.
 2. A third event, offering similar activities, operating at the same time could reduce attendance and the overall success of all the events.
 3. The Township's Parks and Recreation Department will require additional staff resources to support 3 events operating at the same time, while continuing to provide the regular summer programming at other locations.
 4. The original 2020 Celebrate Canada Grant application for funding support that was submitted to the Department of Canadian Heritage in October 2019, is not enough. An additional ask for grant dollars is required.
 5. Staff would seek to amend the grant application and try to garner support for the additional request for funds. There is no guarantee any grant application, especially an amended application, will receive a favourable response.
 6. If no grant funding is provided, or reduced funding is allocated, the Township would then be responsible for programming costs at all locations from other sources.

- If the request is denied based on the lack of Township resources, including budget restraints, the opportunity still exists for Mr. Elliott to provide another request to rent the space in Ingleside and operate the event without the support of the Township. This would require his volunteer group to provide their own electrical supply, portable washrooms, liability insurance (naming the Township as additional insured), and meet all other terms and conditions of the facility rental agreement.

The Township Parks and Recreation Department is committed in 2020 to added work related to the Lost Villages Museum. As noted in the 2020 budget documents staff will be monitoring the effects of the additional work on the resources and funds available. The Department and the Township is committed to working with the community on a providing events and programming opportunities and will consider future opportunities as the 2021 budget is developed. The options and considerations will be provided to Council for consideration during the future budget process.

Options:

1- That for 2020 the Township will support the Canada Day Celebration events at the Lost Villages site and Bethune Park. This is the recommended option.

2- That Council accept the request by Mr. Elliott to provide un-budgeted Township resources in order to provide an additional Canada Day Celebration event on July 1, 2020, furthermore that staff submit an addendum to the application submitted for the Celebrate Canada Grant.

3- Other.

Financial Impact:

1: There would not be financial impact if the Council approves supporting one Canada Day celebration for 2020.

2: Based on the information provided in the attached request and collected by staff through phone conversations, it is still unclear of how many financial resources and in-kind services would be required to deliver this event.

At this time, based on the request, there would be an unknown cost to the Township in order to provide;

- Cost for rental portable washrooms
(approx. 5 washrooms x \$150)
- Cost for rental portable tents
(approx. \$500 based on 2019 events)
- Adjustment to liability insurance to cover all aspects of the event
(cost is unknown at this time)
- Increased wages for Recreation Facilities Operators (set-up and clean-up)
(approx. 12 hours x \$30.00 per hour, this figure will be higher if support is necessary on Canada Day)

- Township equipment cost for set-up and clean-up of event
(requirement and costs are unknown at this time)
- Table and Chair Rentals
(Township resources are already reserved for this date)

Risk Considerations:

As with any grant application there is the risk no funds will be provided.

Township reputation due to lack of sufficient resources to support three events.

Others Consulted:

- CAO
- Director of Finance / Treasurer
- President – Lost Villages Historical Society

Kevin Amelotte

From: Carson Elliott <[REDACTED]>
Sent: January 17, 2020 2:08 PM
To: Kevin Amelotte
Subject: Canada Day 2020 Stormont Youth recreation programs after some minimal expenses.
We

Celebrations of South

Sent from my iPad

Kevin - After 25 years of coordinating Canada Day on a volunteer Basis it's time for a change of location as we enter the new decade! The 2020 South Stormont venue should be held in the green area immediately west of the Ingleside Medical Clinic. My dedicated group of volunteers strongly feel that Canada Day celebrations should be held there! We would operate as a volunteer non-profit entity donating to Township of South Stormont Youth recreation programs. The Canada Day Committee would work with the South Stormont Recreation department to accomplish this goal. My dedicated volunteers indicated that they were not treated the best by some volunteers of the Lost Villages. No volunteer should be treated as such. We would expect the municipality to cover tent rentals and portable toilet rentals as well as municipal liability for the event. We have at least three new community partners waiting in the wings to join us if the location is changed to Ingleside. That way we could have more widespread Canada Day events spread throughout the Township. The goal of the committee are to involve more volunteer community partners and raise funds for more family orientated recreation programs. We shall apply to OPG for funding for our family programs as we have in the past!

Thanks Kevin For Allowing me to provide input on Canada Day 2020 Carson Elliott volunteer Chairman

Sent from my iPad

From: Lisa Van De Ligt <lisa.vandeligt@rrca.on.ca>
Sent: Friday, January 31, 2020 3:39 PM
Cc: Richard Pilon; Josianne Sabourin
Subject: RRCA Board of Directors Meeting Highlights (Jan. 23, 2020)

Good afternoon,

The Raisin Region Conservation Authority (RRCA) Board of Directors consists of 8 representatives from the RRCA's 5 member municipalities: the City of Cornwall and Townships of North Glengarry, South Glengarry, South Stormont and North Stormont.

Following each Board meeting, the CAOs and clerks of the RRCA's 5 member municipalities will be sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (with the exception of July, August, and December).

Below are the highlights from our January 23, 2020 meeting.

Do not hesitate to contact me if you have any questions.

Lisa

January 23, 2020: Meeting Highlights

- Board approved minutes from November 21, 2019 meeting (<http://www.rrca.on.ca/page.php?id=15>)
- RRCA Board of Directors Annual Meeting was held
- Board received a verbal update on recent amendments to *the Conservation Authorities Act*
- Bryan McGillis was elected Chair and Martin Lang was elected Vice Chair for the 2020 RRCA Board of Directors
- Board received a preliminary 2020 RRCA Budget
- Board appointed RRCA 2020 auditors and signing officers

Date of next RRCA Board meeting: February 20, 2020

Lisa Van De Ligt
Communications Specialist
Raisin Region Conservation Authority
613-938-3611 ext. 223 | www.rrca.on.ca

RAISIN REGION CONSERVATION AUTHORITY
BOARD OF DIRECTORS
MINUTES
NOVEMBER 21, 2019 – 3:00 pm
RRCA ADMINISTRATION BUILDING

PRESENT: Frank Prevost, South Glengarry, Chair
David Smith, South Stormont
Claude McIntosh, City of Cornwall
Carilyne Hebert, City of Cornwall
Martin Lang, South Glengarry
Michel Depratto, North Glengarry

STAFF: Richard Pilon, General Manager / Secretary-Treasurer
Josianne Sabourin, Administrative Assistant
Phil Barnes, Project Manager
Britney Bourdages, Environmental Technician
Sandy Crites, Manager of Finance
Lissa Deslandes, Regulations Officer / Community Liaison
Jessica Herrington, Environmental Technician
Matthew Levac, Resource Technician
Kim MacDonald, Watershed Planner
Pete Sabourin, Manager of Field Operations
Lisa Van De Ligt, Communications Specialist

ABSENT: Bryan McGillis, South Stormont, Vice-Chair

GUEST: Mally McGregor, Ault & Ault
Robert Lefebvre, North Stormont

CALL TO ORDER

Frank Prevost, Chair, called the meeting to order at 3:00 pm

APPROVAL OF AGENDA

RESOLUTION #89/19:

Moved by: Martin Lang
Seconded by: Michel Depratto

THAT the agenda be approved.

CARRIED

DECLARATION OF CONFLICT OF INTEREST

None

DELEGATIONS / PRESENTATIONS

- a. Staff presented project and program updates

APPROVAL OF MINUTES

RESOLUTION #90/19:

Moved by: Carilyne Hebert
Seconded by: Claude McIntosh

THAT the minutes of the October 17, 2019 meeting of the Raisin Region Conservation Authority be approved.

CARRIED

BUSINESS ARISING FROM THE MINUTES

None

NEW BUSINESS

MEETING WITH MECP

Richard informed the Board that the meeting with staff of the Ministry of Environment, Conservation and Parks in Toronto that was tentatively scheduled for November 20, 2019 was postponed to December 10, 2019.

ENVIRONMENT & CLIMATE CHANGE COMMITTEE APPOINTMENT

RESOLUTION #91/19:

Moved by: Carilyne Hebert
Seconded by: Michel Depratto

THAT Phil Barnes be appointed to the City of Cornwall Environment & Climate Change Committee as a representative of the Raisin Region Conservation Authority.

CARRIED

GRANT SUBMISSIONS

RESOLUTION #92/19:

Moved by: Claude McIntosh
Seconded by: David Smith

THAT the Board of Directors approve requesting \$2,000 from Enbridge to support RRCA's Forestry Program.

AND FURTHER THAT the Board of Directors approve requesting \$10,000 from One Tree Planted to support the RRCA's Forestry Program.

AND FURTHER THAT the Board of Directors approve requesting \$3,500 from Tree Canada for Gray's Creek Edible Forest Enhancement.

AND FURTHER THAT the Board of Directors approve requesting \$10,500 from Tree Canada to partner with local schools to plant trees in their schoolyard.

AND FURTHER THAT the Board of Directors approve providing butternut compensation services to a local business for a total of \$18,701.50.

CARRIED

2019 GRANT APPLICATIONS SUMMARY

RESOLUTION #93/19:

Moved by: David Smith
Seconded by: Martin Lang

THAT the Board of Directors receive the 2019 Grant Applications Summary report, as presented.

CARRIED

2020 GRAY'S CREEK MARINA SLIP RENTAL RATES

RESOLUTION #94/19:

Moved by: David Smith
Seconded by: Carilyne Hebert

THAT the Board of Directors approve the 2020 Gray's Creek Marina slip rental rates, as presented.

CARRIED

MUNICIPAL FREEDOM OF INFORMATION

RESOLUTION #95/19:

Moved by: David Smith
Seconded by: Martin Lang

THAT the Board of Directors formally designate the Manager of Finance as Chief Information and Privacy Officer and the Watershed Planner as an Alternate, to process Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) requests.

CARRIED

COOPER MARSH CONSERVATORS MEETING MINUTES OF NOVEMBER 7, 2019

RESOLUTION #96/19:

Moved by: David Smith
Seconded by: Carilyne Hebert

THAT the Board of Directors receive the Cooper Marsh Conservators meeting minutes of November 7, 2019, as presented.

CARRIED

OFFICE CLOSURE – CHRISTMAS HOLIDAYS

RESOLUTION #97/19:

Moved by: Martin Lang
Seconded by: Michel Depratto

THAT the Board of Directors approve closing the RRCA office for the Christmas Holidays from December 25, 2019 to January 1, 2020, inclusively.

CARRIED

MONTHLY ACTIVITY SUMMARY

RESOLUTION #98/19:

Moved by: David Smith
Seconded by: Carilyne Hebert

THAT the Board of Directors receive the Monthly Activity Summary report, as presented.

CARRIED

STATEMENT OF OPERATIONS AS OF SEPTEMBER 30, 2019

RESOLUTION #99/19:

Moved by: Martin Lang
Seconded by: Claude McIntosh

THAT the Board of Directors receive the Statement of Operations report, as presented.

CARRIED

FUTURE MEETINGS

The next meeting will be held on January 23, 2020.

CLOSED SESSION

RESOLUTION #100/19:

Moved by: Claude McIntosh
Seconded by: David Smith

THAT the Full Authority Meeting move into Closed Session to discuss a possible litigation matter.

CARRIED

RESOLUTION #101/19:

Moved by: Carilyne Hebert
Seconded by: Martin Lang

THAT the Full Authority Meeting move to Open Session.

CARRIED

RESOLUTION #102/19:

Moved by: Claude McIntosh
Seconded by: David Smith

THAT the Board of Directors authorize staff to pursue items of action dealing with the possible litigation matter discussed in the Closed Session.

CARRIED


ADJOURNMENT

RESOLUTION #103/19:

Moved by: David Smith
Seconded by: Carilyne Hebert

THAT the Board of Directors meeting of November 21, 2019 be adjourned at 4:50 pm.


Frank Prevost
Chair


Richard Pilon
General Manager / Secretary-Treasurer

Meeting Notes

Meeting Date:	August 13, 2019	Project Name:	South Stormont Waterfront Plan
Meeting Time:	3:30 pm	Date:	August 15, 2019
Meeting Location:	Township Offices	By:	Sierra Planning and Management
Meeting Purpose:	Committee Meeting		(SPM)

In Attendance:

Waterfront Development Committee (WDC)

- Dave Smith, Chair / Deputy Mayor
- Jennifer MacIsaac, Councillor
- Karen Martin, Community Member
- Mike Metcalfe, Community Member
- Reid McIntyre, Community Member
- Bob Thompson, Community Member

Township of South Stormont

- Bryan McGillis, Mayor
- Debi LucasSwitzer, CAO
- Peter Young, Director of Planning
- Jesse McPhail, Planner

Consulting Team

- Jon Hack, Sierra Planning and Management
- Lindsay Cudmore, Sierra Planning and Management
- Jana Joyce, The MBTW Group

Discussion:

Topic	Action
1. Introductory Presentation <ul style="list-style-type: none"> • An overview of the composition of the team and associated responsibilities was presented. • The project's process and timeline were presented, identifying that the project would run until Spring 2020. • Key study outcomes and example projects from 2005 Waterfront Plan were also presented. 	Info.
2. Status of Previous Initiatives <ul style="list-style-type: none"> • Consulting team would like to understand which recommendations were implemented, those that were not implemented – why, and are they still important? • Past initiatives worksheet was distributed to Committee Members for their input. 	<p>MBTW to provide worksheet in Excel (.xls) format.</p> <p>WDC to provide as much information as possible regarding past initiatives via the worksheet.</p>

Meeting Notes

Meeting Date:	August 13, 2019	Project Name:	South Stormont Waterfront Plan
Meeting Time:	3:30 pm	Date:	August 15, 2019
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Meeting Purpose:	Committee Meeting		(SPM)

Topic	Action
<p>3. Vision & Priorities</p> <p>Roundtable discussion of key priorities by each Committee member. Key discussion points are provided as follows:</p> <ul style="list-style-type: none"> • Trails <ul style="list-style-type: none"> • Parkway opened for winter use (walking, winter sports) • Multi-use pathway maintenance issues (tree pruning, heaving, weeding, etc.) • Paved access to bike path from Ingleside / pedestrian crossing to water's edge (potential for roundabout) • Amenities <ul style="list-style-type: none"> • Decent beach for swimming (potential at Lakeview) – safety/water quality for swimmers is a concern • Motorized boat launch • Non-motorized boat launch area (kayaks, canoes) • Fishing area (Hoople Creek) • Boardwalks, wharfs • More access to the water's edge in general • Tobogganing hill on island • Lack of parking along waterfront • Views and vistas • Business Opportunities <ul style="list-style-type: none"> • Explore sponsorship opportunities, docked restaurant, river cruises, etc. • Kayak rentals / lending • Seasonal artisan shop rentals • Land Acquisition <ul style="list-style-type: none"> • Identification of key parcels • Mixed-use of land • Proposed plans need to be in place before partnership with SLPC can flourish • Long Sault Parkette – parcel of interest for Township • Branding <ul style="list-style-type: none"> • Develop own Township wide identity • What are we known for? Potential ideas include 45th parallel, 75th longitude 	Info.

Meeting Notes

Meeting Date:	August 13, 2019	Project Name:	South Stormont Waterfront Plan
Meeting Time:	3:30 pm	Date:	August 15, 2019
Meeting Location:	Township Offices	By:	Sierra Planning and Management
Meeting Purpose:	Committee Meeting		(SPM)

Topic	Action
<ul style="list-style-type: none"> Prioritized Investment <ul style="list-style-type: none"> Start with quick wins (start small) – e.g. improved maintenance, curb appeal, landscaping Yacht Club / Marina property should be a central focus Create a destination Accessibility will be important 	
4. Other Information <ul style="list-style-type: none"> Ontario Power Generation (OPG) – potential funding partner NY State Power Authority (NYPA) – see visitor centre, operational model Definition of a Master Plan – identify the vision for planning in the future SPLC currently have an EOI out for purchase of the heritage trains SPLC-produced tourism reports? Branding strategy was completed for Township (by Tom Graham) – has been partially implemented Precedents: beaches in Iroquois, Morrisburg; pedestrian crossings at PEI National Park 	<p>SPM to research</p> <p>Info.</p> <p>SPM to research</p> <p>Township to provide</p> <p>SPM to research</p>

Meeting Notes

Meeting Date:	January 27, 2020	Project Name:	South Stormont Waterfront Plan
Meeting Time:	4:30 pm	Date:	February 3, 2020
Meeting Location:	Township Offices	By:	Sierra Planning and Management
Meeting Purpose:	Committee Meeting		(SPM)

In Attendance:

Waterfront Development Committee (WDC)

- Dave Smith, Chair / Deputy Mayor
- Jennifer MacIsaac, Councillor
- Teresa Burd, Community Member
- Karen Martin, Community Member
- Mike Metcalfe, Community Member
- Reid McIntyre, Community Member
- Bob Thompson, Community Member

Township of South Stormont

- Bryan McGillis, Mayor
- Debi LucasSwitzer, CAO
- Peter Young, Director of Planning
- Kevin Amelotte, Director of Parks & Recreation
- Loriann Harbers, Clerk

Consulting Team

- Jon Hack, Sierra Planning and Management
- Lindsay Cudmore, Sierra Planning and Management
- Jana Joyce, The MBTW Group

Notes / Discussion:

Topic	Action
1. Progress Presentation <ul style="list-style-type: none"> • The committee had not been given the interim report in advance of the meeting. • Presentation was given as an introduction to the contents of the report. 	Info.
2. Vision & Guiding Principles <ul style="list-style-type: none"> • Vision and guiding principles reviewed/summarized. • Noted that there were site-wide recommendations (i.e. signage, trail maintenance, seating, views and vista maintenance, general beautification etc.) that were not reviewed in detail in the presentations - these are straight forward. 	Info.
3. Long Sault Park <ul style="list-style-type: none"> • There used to be beach on the Long Sault Park shoreline - currents became an issue - schools used to come to teach swimming lessons, arrive in buses, marina had a store for ice cream etc. Overtime the beach eroded/dissolved when not maintained. 	Team to progress design based on feedback.

Meeting Notes

Meeting Date:	January 27, 2020	Project Name:	South Stormont Waterfront Plan
Meeting Time:	4:30 pm	Date:	February 3, 2020
Meeting Location:	Township Offices	By:	Sierra Planning and Management
Meeting Purpose:	Committee Meeting		(SPM)

Topic	Action
<ul style="list-style-type: none"> Committee recommended that the team meet with the marina owner to discuss evolving plans and opportunities for public access through the site and boat launch possibilities. Agreement to share formal access from fourth leg of traffic circle. There is some debate on a permanent 'bandshell' structure. Potential for sponsorship opportunities. Splash pad - not sure this is required as there is one close by in Arnold Bethune Memorial Park. Dry play is a good idea. Boat launch location seems to be acceptable/logical. Further study is required including an assessment of the quantity of parking. Phasing of projects will be important as funding becomes available. 	
4. Lakeview Park <ul style="list-style-type: none"> Not sure about the water quality issues - the Health Unit has been keeping track, may not be a significant issue to resolve. Not sure if a splash pad is needed if beach is enhanced. Bike stop supported - good idea. Area shown as parking is leased by the township - could be developed as parking. The container belongs to the rowing and canoe club - they have six seat boats. The container is too far away from the water - club is looking for a better location, closer to the water's edge. Requirements for operating as a beach should be reviewed i.e. need for lifeguard, accessibility, maintenance program recommendations etc. Land lease expires in 2021 - no investments will be made until much longer lease is negotiated. Sensitivity of beach competition with SLPC assets. 	Team to progress design based on feedback.
5. Hoople Bay Park <ul style="list-style-type: none"> Development should be nature based, rustic, basic - no need for polished park development. Boat launch may be challenged by low water levels (no control) - non-motorized, small craft might be okay. Ice fishing huts could be stored here. Potential for a shore fishing area. Other park recommendations supported. 	Team to progress design based on feedback.

Meeting Notes

Meeting Date:	January 27, 2020	Project Name:	South Stormont Waterfront Plan
Meeting Time:	4:30 pm	Date:	February 3, 2020
Meeting Location:	Township Offices	By:	Sierra Planning and Management
Meeting Purpose:	Committee Meeting		(SPM)

Topic	Action
<ul style="list-style-type: none"> Noted that site development capacity needs to be explored - PSW limits, construction capacity/constraints (sub-surface conditions, high water table, bathymetry etc) – approvals 	
6. Ingleside <ul style="list-style-type: none"> Three structural organizational options presented and explored. Constraints of the sewage pumping facility - south of County Road 2 at HWY 14 - discussed. The facility was recently updated - no appetite to explore relocation. Pump station is gravity fed - likely no alternate location possible. The Village Street concept was reviewed - not a lot support - doesn't tie Ingleside to the waterfront well enough - depends too much on development success on the north side of County Road 2. Committee consensus on the Central Focus option to be explored. Committee supportive of traffic circle and pedestrian crossings at Hwy 14. Not sure County will approve pedestrian crossings at Bank Street - might make more sense at Farran Drive - has bike lanes and access to a regional park (?). 	Team to progress design based on feedback.
7. County Road 2 Multi-Use Pathway <ul style="list-style-type: none"> No objections. 	Team to progress design based on feedback.
8. Next Steps <ul style="list-style-type: none"> Committee to review the report and provide comments to Debi to pass on to team. Team meeting with SLPC staff on morning of January 28 to share progress to date. More formal presentation to SLPC Board planned for April. Would like consensus/agreement/support of SLPC before team goes back to public. 	Info.



To: Council
From: Loriann Harbers, Director of Corporate Services/Clerk
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-008 Amending Agreement with Xplornet Communications

Recommendation:

That By-law No. 2020-008, being a by-law to authorize an amending agreement with Xplornet Communications, be read and passed, signed and sealed in open Council, this 12th day of February, 2020.

Executive Summary:

On October 23, 2019 Council adopted the following motion:

That Council approve the installation of five wireless network towers on the St. Andrews West water tower at a remuneration rate of \$400 per year, plus \$200 per month for electricity usage, and further, that staff be directed to prepare the necessary by-law and amended agreement.

The by-law presented compiles the necessary amendments to the agreement between the Township and Xplornet Communications.

Background:

In January 2013 the Township entered an agreement with Xplornet Communications Inc. to place transmission equipment on the Ingleside and St. Andrews West Water Towers for a five-year term with the option of two additional 5-year terms.

The agreement provided for six pieces of equipment to be installed on each Tower with the Township receiving \$450 per year, plus \$200 per month for electricity usage for each installations.

Xplornet is requesting to add five pieces of equipment to the St. Andrews West Water Tower to better serve its customers in the area. Drawings have been provided and have been sent for peer review to ensure structural integrity and no impact to Water Tower operation.

Staff have negotiated remuneration with Xplornet for the additional equipment and have agreed in principal, to an additional \$400 per year, plus \$100 per month for electricity usage. Xplornet will also be responsible for the peer review charges.

On October 23, 2019, Council passed a resolution allowing Xplornet to proceed with the project. The necessary by-law is not being presented to further formalize the approval.

Options:

1. That Council adopt By-law No . 2020-008 amending the existing agreement with Xplornet allowing the additional towers. This is the recommended option.
2. That Council not adopt By-law No. 2020-008.
3. Other.

Financial Impact:

The Township will collect an additional \$450 per year, plus an additional \$200 per month for electricity usage.

Risk Considerations:

It is necessary for the Township to update the agreement to reflect the commitment made on October 23, 2019.

Others Consulted:

R. Gellately, Director of Public Works

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-008

BEING a by-law to amend By-law No. 2013-004.

WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS Council of the Corporation of the Township of South Stormont did, on the 30th day of January, 2013, pass By-law No. 2013-004, being a by-law to enter into an agreement between the Corporation of the Township of South Stormont and Xplornet Communications Inc.

AND WHEREAS Council passed Resolution No. 285/2019 to approve the installation of five wireless network towers on the St. Andrews West water tower.

AND WHEREAS By-law No. 2013-004, requires an amendment to reflect the approved installation.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. That the Corporation of the Township of South Stormont enters into an Amending Agreement with Xplornet Communications Inc.
2. The Mayor and Clerk of the municipality are hereby authorized and directed on behalf of the Township of South Stormont to execute the Amending Agreement attached hereto as Schedule "A" and forming part of this by-law.
3. Any other by-laws inconsistent with this by-law are hereby repealed.

READ AND PASSED in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk

This AMENDING AGREEMENT made in duplicate this 12th day of February, 2020,

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT
(hereinafter called the "Licensor" of the First Part)

-AND-

XPLORNET COMMUNICATIONS INC.
(hereinafter called the "Licensee" of the Second Part)

BACKGROUND:

1. The Licensor and the Licensee entered into an agreement effective the 30th day of January, 2013.
2. The Licensor and the Licensee entered into an Amending Agreement, authorized by By-law No. 2016-008 and dated the 17th of February, 2016.
3. The Parties wish to amend the Agreement in the manner set out in this Amending Agreement.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Page 2, Water Towers Approval, be amended by deleting:

"The Licensee shall be entitled to erect and maintain the Equipment together with its appurtenances as described in Schedule "B" attached to and forming part of this agreement on the Water Towers, at its own cost, and at a location to be approved by the Licensor subject to the Licensee mutually agreeing with all other or subsequent licensees on technical requirements with regards to transmission, receiving and interference. The terms and technical specifications for the Water Towers as agreed to, are defined in Schedule "A" attached to and forming part of this agreement. It is understood by the Licensee that its use of the Licensor's Water Towers is not exclusive."

And replacing it with the following:

"The Licensee shall be entitled to erect and maintain the Equipment together with its appurtenances as described in Schedule "A" attached to and forming part of this agreement on the Water Towers, at its own cost, and at a location to be approved by the Licensor subject to the Licensee mutually agreeing with all other or subsequent licensees on technical requirements with regards to transmission, receiving and interference. It is understood by the Licensee that its use of the Licensor's Water Towers is not exclusive."

2. Water Towers Approval, Paragraph 5, Monies Payable by Licensee be amended by deleting:

"The License Fee to the Licenser for the use of each Water Tower is \$450.00 (the "License Fee") per month adjusted annually in accordance with the Consumer Price Index (CPI). In addition, the Licensee agrees to make a minimum payment of \$200.00 per month for each Water Tower for hydro consumption."

And replacing it with the following:

"The License Fee to the Licenser for the use of each Water Tower is \$800.00 (the "License Fee") per month adjusted annually in accordance with the Consumer Price Index (CPI). In addition, the Licensee agrees to make a minimum payment of \$300.00 per month for each Water Tower for hydro consumption."

3. Schedule "A" of By-law No. 2013-004, shall be deleted in its entirety and replaced with Schedule "A", attached hereto and forming part of this Amending Agreement.
4. Except for the amendments provided for in the Amending Agreement dated February 17, 2016 and this Amending Agreement all other provisions in Schedule "A" to By-law No. 2013-004, the Agreement, shall remain in full force and effect.

The Parties have hereunto set their hands and seals by their proper signing officers duly authorized on their behalf this 12th day of February, 2020.

Licenser:

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

Per:

Bryan McGillis
Mayor

Per:

Loriann Harbers
Director of Corporate Services/Clerk

Licensee:

XPLORNET COMMUNICATIONS INC.

Per:

CJ Prudham,
EVP General Counsel

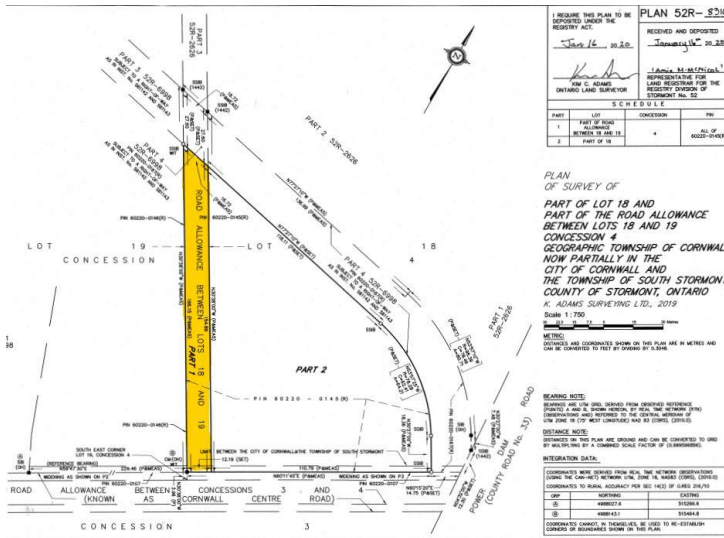
Ingleside Water Tower				
Antenna	Number	Frequency	Azimuth	Status
Dragon Wave dish	1	23Ghz	320°	Existing
Canopy Omni	1	2.4Ghz		Existing
Canopy Omni	1	900Mhz		Existing

St-Andrews Water Tower				
Antenna	Number	Frequency	Azimuth	Status
Canopy Omni	1	2.4Ghz		Existing
Canopy Omni	1	900Mhz		Existing
Canopy BH	1	5.8Ghz	250°	Existing
Dragon Wave dish	1	23Ghz	329°	Existing
Alvarion Wimax	4	3.5Ghz	60°, 150°, 240°, 330°	Existing
ATD4516R5	3	2.5Ghz	60°, 180°, 300°	This project
Ceragon Dish	1	18Ghz	326°	This project

Township of South Stormont
ACTION REQUEST
Administration and Corporate Services



To: Council
From: Loriann Harbers, Director of Corporate Services/Clerk
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-009 Permanently Close a Portion of a Highway



Recommendation:

That Council declares that part of the road allowance between Lot 18 and 19, Concession 4, being Part 1 on Plan 52R-8310, geographic Township of Cornwall as surplus to the needs of the municipality;

And further, that By-law No. 2020-009, being a by-law to permanently close a portion of a highway, be read and passed in open Council, signed and sealed this 12th day of February, 2020.

Executive Summary:

PMServices Environmental Services Inc., owner of lands immediately adjacent to the east of the road allowance has negotiated a sale of their property and has subsequently requested the Township to consider closing unopened road allowance, declaring the property surplus and selling it to PMServices Environmental Services Inc. Staff review of the area, and consideration of future needs has resulted in this report recommending closure of the unopened road allowance located on the north side of Cornwall Centre Road approximately 125 metres west from the intersection of Cornwall Centre Road and Power Dam Drive.

Background:

The unopened road allowance is located on the north side of Cornwall Centre Road approximately 125 metres west from the intersection of Cornwall Centre Road and Power Dam Drive.

PMServices Environmental Services Inc. owns the property east of the subject road allowance. The business operates a cardboard recycling facility on the subject property.

PMServices Environmental Services Inc. is currently in the processing of selling the property and a title search identified the unopened road allowance on the property.

The current owner has requested the closure and sale of the unopened road allowance. The owner intends to buy the road allowance in order to correct the title and enable the existing fixtures / buildings to remain when the property is sold.

The owner has further acknowledged that the purchaser is responsible for all expenses associated with the transaction, including but not limited to, survey, legal and advertising costs as per the Township's policy to Permanently Close and Sell an Unopened Road Allowance.

Pursuant to the Township's Policy to Permanently Close and Sell an Unopened Road Allowance, the necessary advertising in a local newspaper for three consecutive weeks has been completed. There were no comments received.

Staff intend to bring the appropriate reports forward to authorize the sale of the property at a subsequent meeting.

Options:

1. That Council pass By-law No. 2020-009 and permanently close a portion of the highway. This is the recommended option.
2. That Council not authorize the closure.
3. Other.

Financial Impact:

Should Council, at a subsequent meeting authorize the sale of the road, sale proceeds would be received in the amount of \$750/acre.

Risk Considerations:

Given that there are existing buildings on the road allowance, closing the road and disposing of the property may reduce future risks to the Township.

Others Consulted:

Director of Planning/EDO

Prepared by:

Ashley Sloan, Clerk's Assistant

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW No. 2020-009

BEING a by-law to permanently close a portion of a highway.

WHEREAS the *Municipal Act, 2001*, c. 25 S. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25 S. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the *Municipal Act, 2001*, c. 25 S. 34 authorizes a municipality to pass a by-law to permanently close a highway or part of a highway;

AND WHEREAS pursuant to the Township's Policy to Permanently Close and Sell a Road Allowance, notice has been given advising of Council's intention and provide opportunity for comment;

AND WHEREAS Council deems it expedient to permanently close a Road Allowance, being Part of Lot 18 and Part of the Road Allowance between Lots 18 and 19, Concession 4, designated as Part 1 on Plan 52R-8310, geographic Township of Cornwall, now Township of South Stormont, being part of PIN 60220-0145.

NOW THEREFORE Council of the Township of South Stormont enacts as follows:

1. That the portion of highway being Part of Lot 18 and Part of the Road Allowance between Lots 18 and 19, Concession 4, designated as Part 1 on Plan 52R-8310, geographic Township of Cornwall, now Township of South Stormont, being part of PIN 60220-0145, is hereby permanently closed.
2. That the Mayor and Clerk are hereby authorized to execute the necessary documents to give effect to this by-law.
3. That any by-law inconsistent with this by-law is hereby repealed.

READ and passed in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk

Township of South Stormont
ACTION REQUEST
Public Works Operations



To: Council
From: Ross Gellately, Director of Public Works
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-010 Adopt Winter Maintenance Level of Service Policy

Recommendation:

That By-law No. 2020-010, being a by-law to approve and adopt a Winter Maintenance Level of Service Policy, be read and passed in open Council, signed and sealed this 12th day of February 2020.

Background:

Staff had committed to creating Winter Maintenance Level of Service Policy to reflect current winter maintenance practices and incorporate additional sidewalk winter maintenance service provided since the Township assumed sidewalk winter maintenance in 2019.

At the January 14, 2020 COTW meeting staff presented Council with an overview of the draft Winter Maintenance Level of Service Policy.

Included in the overview was a brief description of the Policy, Objectives and Procedures. Also discussed were recent amendments to *Minimum Maintenance Standards as described in Ontario Regulation 239/02* and the newly included requirements for sidewalk maintenance, the inclusion of provisions for declaration of "significant weather events" and other changes. These are included in the Policy.

Options:

1. That Council adopt By-law No. 2020-010, being a Winter Maintenance Level of Service Policy.
 2. That Council not adopt a Winter Maintenance Level of Service Policy.
 3. That Council adopt a modified version of the presented Policy.
-

Financial Impact:

The Winter Maintenance Level of Service Policy reflects the procedures currently in place by the Township. These are incorporated in the 2020 Transportation Operations Budget.

Risk Considerations:

The intent of the Township's Winter Maintenance Policy is to have Township procedures meet the requirements of *Ontario. Reg. 239/02 Minimum Maintenance Standards for Municipal Highways* providing a defense in the event of an accident or incident on a Township roadway.

Others Consulted:

Township Insurers

Public Works Directors and Managers in SDG

Township Solicitor

Ontario. Reg. 239/02 Minimum Maintenance Standards for Municipal Highways

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-010

BEING a by-law to adopt a Winter Maintenance Level of Service Policy.

WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS Council deems it advisable to adopt a Winter Maintenance Level of Service Policy for the Township of South Stormont.


NOW THEREFORE Council of the Township of South Stormont enacts as follows:

1. That the Winter Maintenance Level of Service Policy attached hereto as Schedule "A" and forming part of this by-law be adopted effective February 12, 2020.
2. That the Director of Public Works be authorized to amend the Winter Maintenance Level of Service Procedures from time to time, as necessary.
3. That any other by-law inconsistent with this by-law is hereby repealed.

READ AND PASSED in open Council signed and sealed this 12th day of February, 2020.

Mayor

Clerk

	TOWNSHIP OF SOUTH STORMONT
	Title: Winter Maintenance Level of Service Policy Schedule "A" to By-law No. 2020-010
	Policy Category: Public Works and Municipal Services
	Effective Date: February 12, 2020
	Revision Date:

Policy Statement

The Public Works Department will strive, as is reasonably practical, to provide safe and passable winter road and sidewalk conditions for vehicular and pedestrian traffic within the Township of South Stormont. The level of service requirements defined in this policy will be followed, utilizing the resources provided by the Township of South Stormont and contractors.

In completing this task, the Public Works Department will adhere to the procedures contained within the current Winter Maintenance Level of Service Policy, referencing the current version of Ontario Regulation 239/02, Minimum Maintenance Standards for Municipal Highways.

Purpose

- To reduce the hazards of snow covered and icy road conditions to motorists.
- To maintain public access to all community and industrial facilities.
- To ensure an accessible road system for the handling of emergencies by fire, ambulance and police services.
- To maintain safe, passable school bus routes.

Policy

Roads

Township of South Stormont road network is comprised of local roads which carry local traffic to County and Provincially maintained collector and arterial roads. These roads fall under class 4, 5, and 6 roads as defined in Ontario Regulation 239/02 (Minimum Maintenance Standards) Classification of Highways Table.

Snow Accumulation Roads

Paved Roads:

- The defined level of service is to have center bare paved surface achieved within 16 hours after the completion of the winter snow event.

Gravel Roads:

- The defined level of service is to have snow packed conditions achieved within 16 hours after the completion of the winter snow event.

Ice Formation Roads

Paved Roads:

- The defined level of service is to have center bare paved surface achieved within 12 hours after the completion of a winter ice event.

Gravel Roads:

- The defined level of service is to have centre bare conditions achieved within 12 hours after the completion of an ice event.

Sidewalks

Snow Accumulation Sidewalks

- The defined level of service is to reduce snow to a depth of 5cm or less within 48 hours after the completion of a winter snow event to a minimum sidewalk width of 1 metre.

Ice Formation Sidewalks

- The defined level of service is to treat the sidewalk to improve traction within 48 hours after the completion of a winter ice event to a minimum sidewalk width of 1 metre.

Legislated Requirements:	Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways
Related Policies:	

Definitions

Aggregate Grit (Grit): means 15% road salt, 85% stone dust with 19 Litres per tonne liquid Magnesium Chloride, pre-mixed and stored in the Township's storage facility.

Ice: means all kinds of ice, however formed.

Minimum Maintenance Standards (MMS): Refers to Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways, as amended. (May 3, 2018)

Representative Roadways: means roadways within the Township of South Stormont that have been identified as representative of road weather conditions.

Road Classifications: As defined by Ontario Regulation 239/02 (Minimum Maintenance Standards) as may be amended from time to time and further identified in the chart following:

CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

Road Condition: means the condition of the roadway surface before, during and after a winter storm event.

Significant Weather Event: means an approaching or occurring weather event with the potential to pose a significant danger to users of the highways within the Township

Substantial Probability: means a significant likelihood, considerably in excess of 51 per cent.

Township: means the Township of South Stormont

Winter Event: means the weather condition affecting roads such as snowfall, blowing snow, sleet, freezing rain, frost, or ice, to which a winter event response is required.

Winter Patrol: means the field observation of weather and road conditions.

Winter Season: means the season when the Township of South Stormont normally performs winter roadway and sidewalk maintenance as identified in the Winter Maintenance Level of Service Policy.

Keywords

Snow removal
Snow plowing

Contact

For more information on this policy, contact:

Director of Public Works
Township of South Stormont
P.O. Box 84, 2 Mille Roches Road
Long Sault, ON K0C 1P0
613-534-8889, Ext. 240

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APPENDIX 1

PROCEDURES - General

Winter Patrol

- From November 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day.
- If it is determined by the Township that weather monitoring indicates that there is a substantial probability of snow accumulation, ice formation or icy roads or sidewalks, the standard for patrolling is that the Township selects representative roads/sidewalks of its network (Schedule A) and patrols these roads/sidewalks at intervals deemed necessary by the Township, to check for such conditions.
- Patrolling a road/sidewalk consists of observing, by driving/observing as identified above, and shall be performed by persons responsible for patrolling highways, including Lead Hands, Public Works Supervisor or individual designated by the Director of Public Works.

Declaration of a Significant Weather Event

- The Township may declare a Significant Weather Event when an approaching or occurring winter event has the potential to pose a significant danger to users of Township roads and sidewalks.
- The declaration for a Significant Weather Event and end of a Significant Weather Event shall be the responsibility of the Director of Public Works or designate.
- These declarations shall be communicated by:
 - Posting a notice on the Township website and social media
 - Issuing a press release or similar communication to internet, newspaper or radio media
 - Notification to OPP
- In the event that a Significant Weather Event is declared by the Township:
 - Weather shall be monitored as described above.
 - Deploy resources to address snow accumulation and/or ice formation as deemed practical
 - Rescind the declaration when appropriate to do so
 - Address snow accumulation and/or ice formation as described in Appendix 2 and 3.

Snow Removal

- Snow removal areas consider public safety, snow storage capacity, on-street parking requirements, as well as vehicle and pedestrian volumes.
- Snow removal resources will be deployed once the snowplowing requirements have been met, and as availability of resources permits. Snow removal operations typically are carried out after plowing operations are completed:

- When the traveled width of a roadway becomes less than 6 metres.
- Following any significant curbside windrow accumulation and/or after snow windrow reaches an approximate height of 45cm and a base width of 60cm.
- As may be required for vehicular access, following significant accumulations.
- When requested by emergency services due to access concerns, resources will be deployed as soon as practicable.

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APPENDIX 2

PROCEDURES - Roadways

Plowing Operations

- Plowing operations will begin as early as 2:00 a.m. and continue if needed until 6:00 p.m. No plowing operations will be conducted between 6:00 p.m. and 2:00 a.m. except for public safety or in extreme conditions.
- Salt/grit operations will begin as soon as practicable, after becoming aware that road conditions have become icy and will continue until slippery conditions are relieved.
- Plowing operations are broken down into 6 Plow Routes (Schedule C)
- The combination plow/sander unit completes the assigned route on an average of 6 hours.
- All plows will be equipped with Automatic Vehicle Location (AVL) equipment providing the following information at any time:
 - Vehicle Identification
 - Location
 - Time
 - Plow up/down
 - Wing up/down
 - Application on/off
 - Application rate

Snow Accumulation

Paved Roads:

- Winter maintenance, consisting of plowing and salt/sanding will begin within 8 hours after the accumulation of 8 to 10 cm of snow.
- Grit will be applied at a rate of 350 kg per 2-lane kilometer as required on rural roads.
- Road salt will be applied on paved roads within the urban areas of Long Sault and Ingleside at a rate of 85 kg/km as required.

Gravel Roads:

- Winter maintenance, consisting of plowing will begin within 8 hours after the accumulation of 8 to 10 cm of snow.
- When the gravel has not been completely frozen, snow accumulations less than 10 cm will not be plowed in order to protect the road surface.
- Grit will be applied at a rate of 375 kg per 2-lane kilometer at intersections, hills and curves only.

Ice Formation

Paved Roads:

- Salt/grit application will begin within 8 hours as practicable after becoming aware that the roadway has become icy and will continue as practicable until conditions are safe.

Gravel Roads:

- Ice blading will be used as the main treatment for icy conditions, reducing the need of salt/grit applications on gravel roads.
- Ice blading will begin within 8 hours as practicable after becoming aware that the roadway has become icy and will continue as practicable until conditions are safe.
- Blanket grit application coverage will occur only during freezing rain.

APPENDIX 3

PROCEDURES - Sidewalks

Winter Maintenance Considerations:

- Winter sidewalk maintenance will be performed on sidewalks as determined by Council. Selection of sidewalks to be maintained for winter maintenance shall be recommended by staff based on the following:
 - Is the surface of the road wide enough to accommodate pedestrians and vehicles;
 - The type of road pedestrians will be walking upon i.e. arterial, collector, local residential;
 - The type of traffic on the road. eg. trucks, commuter;
 - Traffic volume and speed of traffic; and
 - Proximity to schools, churches, recreation facilities or other attractors for pedestrians.
- Sidewalks not maintained in winter shall be closed as provided in MMS Section 16.8(1) Closure of a Highway.
- A by-law shall be in place closing sidewalks not winter maintained from November 1st to April 30th.
- Communication of the by-law shall be through monthly newspaper notice, notice on the Township website and social media.

Sidewalk Winter Maintenance Operations

- Sidewalk Winter Maintenance Operations will begin as early as 4:00 a.m. and continue if needed until 6:00 p.m. No sidewalk winter maintenance operations will be conducted between 6:00 p.m. and 6:00 a.m. except for public safety in extreme conditions.
 - Areas of sidewalk winter maintenance operations are as described in (Schedule D)
 - The sidewalk winter maintenance unit completes the assigned route on an average of 10 hours.
 - All sidewalk winter maintenance units will be equipped with Automatic Vehicle Location (AVL) equipment providing the following information at any time:
 - Vehicle Identification
 - Location
 - Time
 - Plow/blower up/down
 - Application on/off

Snow Accumulation

- Resources to clear snow from sidewalks should be deployed within 48 hours after the snow accumulation has ended to reduce the snow depth to a maximum of 8 cm.
- Grit will be applied as required to improve traction.

Ice Formation

- Salt/grit application operations will begin as soon as practicable to improve traction within 48 hours after becoming aware that the sidewalk has become icy and will continue as practicable until conditions are deemed safe.

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APPENDIX 4

PROCEDURES – Reporting and Record Keeping

- Winter patrol reports (Schedule B) will be submitted for filing providing the following information:
 - Date
 - Patroller's name
 - Truck number
 - Weather report(s)
 - Completed Patrol Report
- Winter Maintenance Plow Reports (Schedule E) will be submitted by drivers for filing, providing the following information:
 - Date
 - Drivers name
 - Truck number
 - Start and finish mileage
 - Salt/grit loaded
 - Salt /grit returned
- Winter Maintenance Sidewalk Reports (Schedule F) will be submitted by operators for filing, providing the following information:
 - Date
 - Drivers name
 - Equipment number
 - Start and finish time
 - Salt or grit applied
- Winter Maintenance Plow and Sidewalk reports shall be summarized monthly and submitted for filing.

Review of reports and summary reports will be undertaken at the end of each winter season to provide a basis for continuous improvement of the winter operations practices and as required by the Township's Salt Management Plan.

APPENDIX 5

PROCEDURES – Mailboxes and Restoration

Mailboxes

Mailbox provision, installation and maintenance are the sole responsibility of the owner. Failure to provide access to and maintenance of mailboxes could result in the suspension of service by Canada Post.

Winter Mailbox Policy

- The Township does not provide snow removal for rural mailboxes and cannot ensure access to mailboxes for mail delivery.
- In all cases, mailboxes should be properly located, and constructed to avoid being damaged during snow removal operations. Decorative mailboxes which are placed in the Township's right of way are done so at the owners' own risk.
- If rural mailbox and/or post are damaged by snow being discharged from snowplows during snow removal operations, the Township is not negligent and is not responsible for repairs.
- If the mailbox and/or post is damaged by direct contact with the Township's snow removal equipment the Township will repair or replace the damaged items with a standard mailbox and/or post only.
- Determination of the responsibility for damage to mailbox will be by the Director of Public Works or designate. It shall also be at the Township's sole discretion as to whether the damage can be repaired or replacement with new materials is warranted.
- If determined the responsibility of the Township, the mailbox shall be repaired and/or replaced with a new metal mailbox supported by a wooden post which meets the standard as established by Canada Post. The Township reserves the right to have a mailbox relocated if it is considered to obstruct traffic or snow removal operations.

Restoration

During road and sidewalk winter operations, a certain amount of damage to Township and private property may occur. In the event that sod damage is sustained, it will be restored by the Public Works department using topsoil and seed at the earliest availability of material and resources (typically May). The owner of the property is responsible for maintaining the repaired area.

LIST OF SCHEDULES

Schedule A	Representative Roads and Sidewalks designated for Patrol
Schedule B	Winter Patrol Report
Schedule C	Winter Plow Routes
Schedule D	Sidewalks – Winter Maintenance
Schedule E	Winter Maintenance Plow Report
Schedule F	Winter Maintenance Sidewalk Report

DATE _____
TIME _____
LOCATION _____

WEATHER

TEMP _____
CONDITIONS _____
PRECIPITATION _____
WIND _____
PAVEMENT TEMP _____
SURFACE CONDITION _____

COMMENTS

DATE _____
TIME _____
LOCATION _____

WEATHER

TEMP _____
CONDITIONS _____
PRECIPITATION _____
WIND _____
PAVEMENT TEMP _____
SURFACE CONDITION _____

COMMENTS

DATE _____
TIME _____
LOCATION _____

WEATHER

TEMP _____
CONDITIONS _____
PRECIPITATION _____
WIND _____
PAVEMENT TEMP _____
SURFACE CONDITION _____

COMMENTS

DATE _____
TIME _____
LOCATION _____

WEATHER

TEMP _____
CONDITIONS _____
PRECIPITATION _____
WIND _____
PAVEMENT TEMP _____
SURFACE CONDITION _____

COMMENTS

CONDITIONS

- Clear (CR)
- Cloudy (CL)
- Overcast (OC)

PRECIPITATION

- None (N)
- Rain (R)
- Snow (SN)
- Freezing Rain (FR)
- Sleet (SL)

SURFACE CONDITIONS

- Bare Wet (BW)
- Bare Dry (BD)
- Center Bare Wet (CBW)
- Center Bare Dry (CBD)
- Loose Snow (LS)
- Packed Snow (PS)
- Slush (SL)
- Ice (ICE)

SCHEDULE C - Winter Plow Routes

4

(

6

SCHEDULE D Sidewalks - Winter Maintenance

Long Sault



Ingleside



St. Andrews West



Newington



Schedule D - Continued

Sidewalks - Winter Maintenance

Newington

- Fairground Drive from County Road 14 (Main Street) to Cedar Street.
- Cedar St. from Fairground Drive to County Road 14 (Main Street).
- County Road 14 (Main Street) from Cedar Street to Fairground Drive.

St. Andrews West

- Hwy. 138 from Valade Road to County Road 18 (Dundas Street).
- County Road 18 (Dundas Street) from Hwy. 138 to St. Andrews Catholic School.

Long Sault

- Mille Roaches Road from Simcoe Street to the apartments at #60 Mille Roches Road.
- Bethune Street from Mille Roaches Road to Mille Roaches Road.
- Frost Avenue from Mille Roaches Road to Saunders Avenue.
- Saunders Avenue from Frost Avenue to Strachan Avenue.
- Strachan Avenue from Saunders Avenue to County Road 35 (Moulinette Road)
- County Road 35 (Moulinette Road) from French Avenue to County Road 2.
- Simcoe Street from County Road 35 (Moulinette Road) to Mille Roches Road.
- Jim Brownell Boulevard from County Road 36 (Post Road) to Barry Street East.
- Barry Street East from Jim Brownell Boulevard to Barnhart Drive.
- Barry Street from Barnhart Drive to the west limit.

Ingleside

- County Road 14 (Dickinson Drive) from Santa Cruz Drive to College Street.
- College Street from County Road 14 (Dickinson Drive) to Farran Drive.
- Farran Drive from College Street to St. Lawrence Street.
- Memorial Square from College Street to Maple Street.
- Bank Street from Maple Street to Ingleside Plaza
- Maple Street from County Road 14 (Dickinson Drive) to Farran Drive.
- Thorold Lane from County Road 14 (Dickinson Drive) to Ingleside Plaza.
- Santa Cruz Drive from County Road 14 (Dickinson Drive) to Wales Drive.
- Wales Drive from Santa Cruz Drive to Elm Street.
- Elm Street from Wales Drive to County Road 14 (Dickinson Drive).
- Hickory Street from Farran Drive to Napier Street.
- Napier Street from Hickory Street to St. Lawrence Street
- St. Lawrence Street from Napier Street to Bank Street.
- Ault Drive from Hickory Street to St. Lawrence Street

SCHEDULE E
Winter Maintenance Plow Report

Township of South Stormont
Winter Maintenance Report

Date: _____ **Operator:** _____

Unit #: _____ **Location:** _____

MILEAGE & TIME

Mileage Out: _____ **Time Out:** _____

Mileage In: _____ **Time In:** _____

Total KM: _____ **Total Hrs:** _____

MATERIALS

Salt Out: _____ **Dust Out:** _____

Salt In: _____ **Dust In:** _____

Total Salt: _____ **Total Dust:** _____

COMMENTS

Schedule F

Winter Maintenance Sidewalk Report

Township of South Stormont Sidewalk Winter Maintenance Report

Date: _____ Operator: _____

Unit #: _____ Location: _____

MILEAGE & TIME

Mileage Out: _____ Time Out: _____

Mileage In: _____ Time In: _____

Total KM: _____ Total Hrs: _____

MATERIAL APPLIED

Dust: YES _____ NO: _____

Salt YES _____ NO: _____

COMMENTS

Township of South Stormont

ACTION REQUEST

Public Works Operations



To: Council
From: Ross Gellately, Director of Public Works
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-011 Seasonal Closure of Sidewalks

Recommendation:

That By-law No. 2020-011, being a by-law to authorize the seasonal closure of sidewalks, be read and passed in open Council, signed and sealed this 12th day of February, 2020.

Executive Summary:

Ontario Regulation 239/02 *Minimum Maintenance Standards for Municipal Highways (MMS)* was revised in 2008 with new sections added directly addressing Winter Maintenance requirements for sidewalks.

Section 16.8(1) of the MMS indicates that when a municipality closes a highway or part of a highway, it is deemed to be in a state of repair until it is reopened by the municipality.

Background:

In 2019 the Township proceeded to provide winter maintenance for sidewalks with Township forces.

The quantity of sidewalk maintenance was increased in all areas to better serve the residents of South Stormont. Staff proposed a Level of Service Policy for winter maintenance be developed for winter maintenance of roads including sidewalks. As part of the Level of Service Policy, areas of sidewalk were proposed by staff and approved by Council with areas not maintained in winter to be closed for the season.

It is the intention this information will be posted on the Township website and through all communications available including social media.

Financial Impact:

This By-law is consistent with the Level of Service budgeted for in the 2020 Transportation Operations Budget.

Risk Considerations:

Sidewalks closed by this by-law are deemed to be in a “state of repair” as described in the MMS. This provides the Township with a defense should an incident occur resulting in court action.

Others Consulted:

Public Works Managers and Directors in SDG

Reg. 239/02 Minimum Maintenance Standards for Municipal Highways

Township Legal Counsel

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW No. 2020-011

BEING a by-law to authorize seasonal closure of specified sidewalks, being part of a highway under O. Reg 239/02, Minimum Maintenance Standards for Municipal Highways, on a seasonal basis.

WHEREAS the *Municipal Act, 2001*, c. 25 S. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25 S. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the *Municipal Act, 2001*, c. 25 S. 34 authorizes a municipality to pass a by-law to permanently close a highway or part of a highway;

AND WHEREAS *O. Reg. 239/02* defines a “sidewalk” as the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

AND WHEREAS *O. Reg. 239/02* states that when a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in *O. Reg. 239/02* from the time of the closure until the highway is re-opened by the municipality.

AND WHEREAS pursuant to the Township’s Winter Maintenance Level of Service Policy, notice of seasonal sidewalk closure has been conducted via approved municipal communication methods;

AND WHEREAS Council deems it expedient to authorize the seasonal closure of specified sidewalks.

NOW THEREFORE Council of the Township of South Stormont enacts as follows:

1. That all sidewalks in the Township of South Stormont, save and except the sidewalks identified in Schedules “A”, “B”, “C”, “D” and “E”, attached hereto and forming part of this by-law, will be closed on November 1 of each year and re-open on April 1 of each year.
2. That every person who uses a sidewalk so closed does so at their own risk and the Township of South Stormont is not liable for any damage sustained by a person use the sidewalk so closed to traffic.
3. That any by-law inconsistent with this by-law is hereby repealed.

READ and passed in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk

Schedule "A" to By-law No. 2020-011

Winter Maintained Sidewalks

Newington

- Fairground Drive from County Road 14 (Main Street) to Cedar Street.
- Cedar St. from Fairground Drive to County Road 14 (Main Street).
- County Road 14 (Main Street) from Cedar Street to Fairground Drive.

St. Andrews West

- Hwy. 138 from Valade Road to County Road 18 (Dundas Street).
- County Road 18 (Dundas Street) from Hwy. 138 to St. Andrews Catholic School.

Long Sault

- Mille Roches Road from Simcoe Street to the apartments at #60 Mille Roches Road.
- Bethune Street from Mille Roches Road to Mille Roches Road.
- Frost Avenue from Mille Roches Road to Saunders Avenue.
- Saunders Avenue from Frost Avenue to Strachan Avenue.
- Strachan Avenue from Saunders Avenue to County Road 35 (Moulinette Road)
- County Road 35 (Moulinette Road) from French Avenue to County Road 2.
- Simcoe Street from County Road 35 (Moulinette Road) to Mille Roches Road.
- Plaza sidewalk from Simcoe Street to Long Sault Plaza.
- Jim Brownell Boulevard from County Road 36 (Post Road) to Barry Street East.
- Barry Street East from Jim Brownell Boulevard to Barnhart Drive.
- Barry Street from Barnhart Drive to the west limit.

Ingleside

- County Road 14 (Dickinson Drive) from Santa Cruz Drive to College Street.
- College Street from County Road 14 (Dickinson Drive) to Farran Drive.
- Farran Drive from College Street to St. Lawrence Street.
- Memorial Square from College Street to Maple Street.
- Bank Street from Maple Street to Ingleside Plaza
- Maple Street from County Road 14 (Dickinson Drive) to Farran Drive.
- Thorold Lane from County Road 14 (Dickinson Drive) to Ingleside Plaza.
- Santa Cruz Drive from County Road 14 (Dickinson Drive) to Wales Drive.
- Wales Drive from Santa Cruz Drive to Elm Street.
- Elm Street from Wales Drive to County Road 14 (Dickinson Drive).
- Hickory Street from Farran Drive to Napier Street.
- Napier Street from Hickory Street to St. Lawrence Street
- St. Lawrence Street from Napier Street to Bank Street.
- Ault Drive from Hickory Street to St. Lawrence Street

Schedule "B" to By-law No. 2020-011
Winter Maintained Sidewalks

Newington

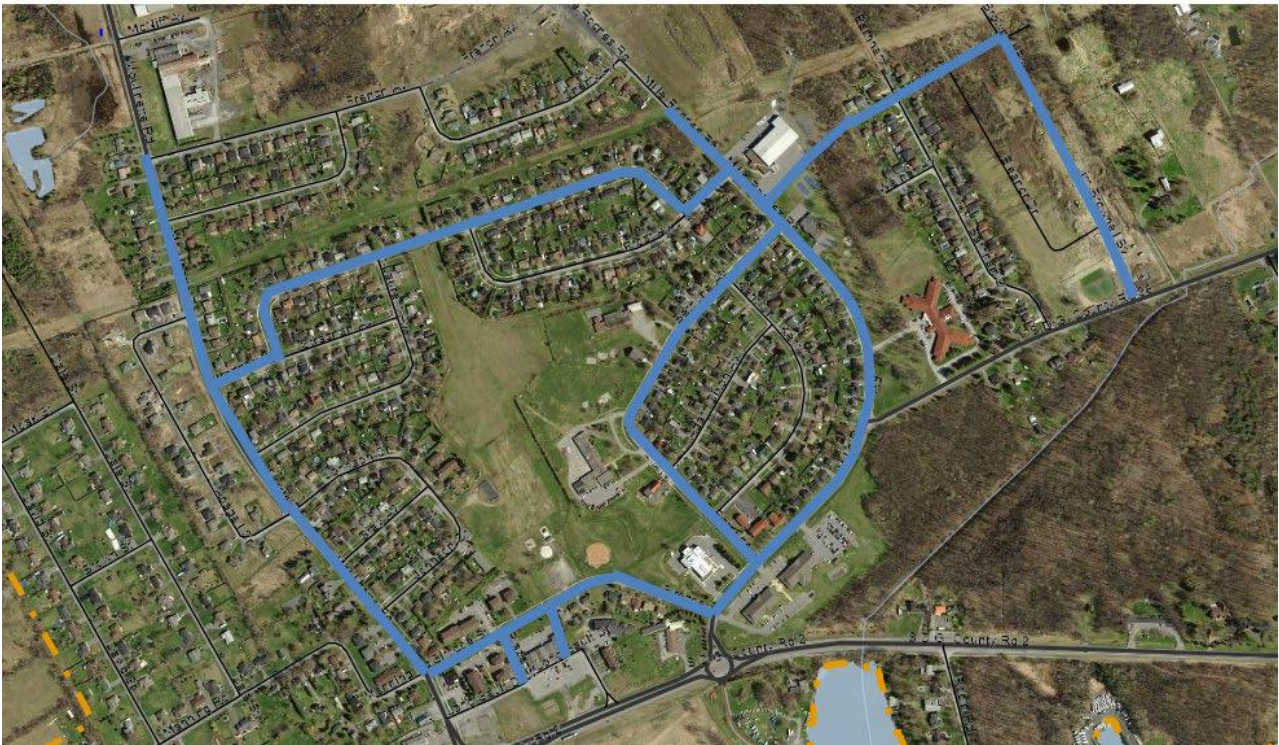


Schedule "C" to By-law No. 2020-011
Winter Maintained Sidewalks

St. Andrews West



Long Sault



Ingleside





To: Council
From: Cindy Piché, Director of Finance/Treasurer
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-013 for Fixing Water and Wastewater Rates

Recommendation:

That By-law No. 2020-013, being a by-law for fixing rates for the supply of water and wastewater services in 2020, be read and passed in open Council, signed and sealed this 12th day of February 2020.

Executive Summary:

On an annual basis, the Township adjusts and approves annual water and wastewater rates based on the approved budget.

Section 391 of the *Municipal Act, 2001*, authorizes Council to pass a by-law imposing fees or charges for services provided. The water and sewer rates were prepared based on the Water and Wastewater rate study results provided by Watson & Associates Economists Ltd, and adopted by Council, as well as in accordance with the 2020 budget discussions for Water and Wastewater. The attached by-law will formalize the rates.

Background:

Funding for water and wastewater systems are user fee based. Property taxes collected cannot be used to fund the Water and Wastewater operations or capital expenditures. Due to this limitation, the Township acquired the services of Watson & Associates Economists Ltd. to update the Water and Wastewater Rate Study that had been done previously for the Township.

On December 11, 2019, Council accepted the Final Water and Wastewater Rate Study Report provided by Watson & Associates Economists Ltd. At that time Council also instructed staff to incorporate the results into the Asset Management Plan, authorized staff to implement the recommended rate transition for the various hamlets to a uniform rate across South Stormont, and directed staff to incorporate the results into the 2020 budget process for Water and Wastewater.

Moving to a one-rate system for each water and wastewater enables the Township to effectively fund all systems within the Township at affordable and reasonable rates. This process considers short and long-term planning of

operations, capital maintenance and capital projects thereby ensuring a more efficient use of revenue as well as stable increases over the long-term.

This important transition will help fund the various hamlets in the short- and long-term for both operational and capital needs. Under the old rate system, two (2) hamlets were being underfunded and, even with significant increases in the last two years, these hamlets could not sustain the water operations at current water and/or wastewater rates and would require significant increases in user fees and charges.

A uniform rate will subsidize costly water and wastewater systems that were implemented in the smaller hamlets, which cannot be properly funded due to the limited number of direct users on each system.

A uniform rate will also enable the Township to provide a quality and affordable service to all residents which focuses on both short- and long-term operating and capital requirements that will affect all the hamlets on water systems within the Township.

Wastewater Special Area Rate

An additional impact of the transition to a uniform rate Starting in 2020, is the removal of the Wastewater Special Area Rate from property tax bills and the incorporation of this revenue into the wastewater rates for the hamlets of Ingleside and Long Sault.

This change will have little to no impact on the overall charges levied for wastewater and will result in homeowners having all wastewater charges included on one billing.

Starting in 2020, with the transition to a one-rate system across the Township, property owners in Ingleside and Long Sault will no longer see a "Special Area Tax" charge on their property taxes. This charge was associated with the wastewater systems within the two hamlets and will now be blended into the wastewater rates and allocated to their utilities bill.

The benefits of transferring the wastewater S.A.R. to the Water/Wastewater bill are:

- Users will be able to see the full charges for water and/or wastewater on one bill
- Expected to have less confusion in regards to understanding billings and charges
- **All** Water and/or wastewater rates will now be linked to water usage whereas the S.A.R.s were linked to property assessments
- Once setup, ease of administration and monitoring

Properties excluded from the new rate system

Properties that are not metered within the hamlet of Newington will remain at the flat rate fee from 2019 and are to be billed quarterly as in accordance with the proposed By-law 2020-013.

Expected annual impact to Homeowners

The expected annual impact of the changes notes above, which includes the incorporation of the special area rate into the wastewater rate, on the average household are:

- \$20 increase for Ingleside/Long Sault residents;
- \$0 increase for Eamers Corners/Rosedale residents; and
- \$300 decrease for Newington residents.

The impact of the change in rates are further demonstrated by Watson & Associates Economists Ltd in the charts below:

Water Rates	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<u>Long Sault/Ingleside</u>											
Consumptive Rates (\$/m ³)	1.029	1.099	1.173	1.252	1.337	1.428	1.525	1.628	1.738	1.856	1.982
Annual Bill (\$)	188	200	214	228	244	260	278	297	317	338	361
% Increase (Annual Bill)		6.8%	6.7%	6.7%	6.8%	6.8%	6.8%	6.8%	6.8%	6.8%	6.8%
<u>Eamers Corners/St. Andrews</u>											
Consumptive Rates (\$/m ³)	1.597	1.597	1.597	1.597	1.597	1.597	1.597	1.628	1.738	1.856	1.982
Annual Bill (\$)	291	291	291	291	291	291	291	297	317	338	361
% Increase (Annual Bill)		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.9%	6.8%	6.8%	6.8%
<u>Newington</u>											
Consumptive Rates (\$/m ³)	n/a	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982
Annual Bill (\$)	661	361	361	361	361	361	361	361	361	361	361
% Increase (Annual Bill)		-45.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Wastewater Rates	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<u>Long Sault & Ingleside</u>											
Flow Rates (\$/m ³)	n/a	3.493	3.702	3.923	4.158	4.407	4.671	4.950	5.246	5.560	5.893
<u>Annual Wastewater Charges</u>											
Annual Wastewater Bill	421	636	674	714	757	802	850	901	955	1,012	1,073
Annual Special Area Sewer Tax Bill	207										
Total Annual Wastewater Charges	628	636	674	714	757	802	850	901	955	1,012	1,073
% Increase (Total Annual Charges)		1.2%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%

Options:

1. That By-law No. 2020-013, being a by-law for fixing rates for the supply of water and wastewater services, be read and passed in open Council. This is the recommended option.
2. Other.

Financial Impact:

Without transitioning to a uniform rate significant increases will need to be considered for the hamlets of Newington and Rosedale/Eamers Corners. In addition, the Township will need to ensure adequate funds are raised for the aging infrastructure in Ingleside and Long Sault, specifically, the renovation or replacement of the Ingleside Wastewater Treatment Plant.

Additionally, residents that are currently not on the metered system will remain on the flat rate system whereby encouraging all residents to move towards a metered system which is beneficial for residents, the Township and the environment by enabling the tracking of water usage which results in better use and reduction of water sources.

Risk Considerations:

If Council chooses not to accept the recommended rates, the transition to move towards fully funding the lifecycle needs of all the water and wastewater departments will be stalled. Additionally, without the passing of this by-law, rates will not be set for 2020 and Staff will be unable to bill residents for the use of the water and wastewater systems.

Others Consulted:

Municipal Act, 2001, Council, Directors, Watson & Associates Economists Ltd.

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-013

BEING a by-law for fixing rates for the supply of water and wastewater services.

WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the *Municipal Act, 2001*, c. 25, s.11 provides that a municipality may pass by-laws respecting matters within the sphere of public utilities;

AND WHEREAS the *Municipal Act, 2001*, c.25, s. 326 (1) authorizes the council of a local municipality, in authorizing the installation of special services, to pass a by-law to identify a special service and determine which of the costs are related to that special service;

AND WHEREAS the *Municipal Act, 2001* c. 25, s. 326 (4) authorizes the council of a local municipality, in authorizing the installation of special services, to levy a special local municipal levy upon owners or occupants of land who derive or will or may derive a benefit, to pay all or such portion of the capital costs as the by-law may specify;

AND WHEREAS the *Municipal Act, 2001*, c. 25, s. 391, authorizes Council to pass a by-law imposing fees or charges for services or activities provided and for costs payable by it for services or activities provided and for use of its property;

AND WHEREAS the *Municipal Act, 2001*, c. 25, s. 398 states that the Treasurer of a local municipality may add fees and charges imposed by the municipality to the tax roll for the property in the local municipality and collect them in the same manner as municipal taxes and, in the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied and, in all other cases, any property for which all of the owners are responsible for paying the fees and charges.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

Definitions

1.
 - a) "building" shall mean any structure used or intended for sheltering any use or occupancy. The word "building" shall include the whole of such structure or part thereof and shall include any building types as regulated by the *Ontario Building Code Act*, R.S.O. 1992, c.23.

- b) "commercial" shall mean any commercial use permitted the zoning by-law of the municipality and any amendments thereto.
 - c) "dwelling unit" shall mean one or more rooms designated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and in which separate cooking, eating, living, sleeping and sanitary facilities are provided for the exclusive use of the occupants, with a private entrance from outside the building or from a common hallway or stairway inside the building. This shall not include a mobile home, park model trailer, recreational vehicle, hotel, motel or boarding house.
 - d) "industrial" shall mean a use for or in connection with manufacturing, producing, processing, storing or distributing something and research or development in connection with manufacturing, producing or processing something and as permitted in the zoning by-law of the municipality and any amendments thereto.
 - e) "multiple dwelling" shall mean a dwelling in which there are two or more dwelling units.
 - f) "municipality" shall mean the Corporation of the Township of South Stormont.
- 2. The rates, as set out in Schedules "A" through "D" attached hereto and forming part of this by-law, are hereby adopted and shall be in effect as noted on the Schedules.
 - 3. Flat rate water billings shall be billed quarterly, in March, June, September and December, and shall be due and payable no less than thirty (30) days after the date of mailing.
 - 4. Metered residential water billings shall be billed quarterly, in March, June, September and December, and shall be due and payable no less than thirty (30) days after the date of mailing.
 - 5. Metered industrial users with an annual consumption in excess of six thousand (6,000) cubic meters shall be billed monthly and shall be due and payable no less than thirty (30) days after the date of mailing.
 - 6. The remaining metered industrial, commercial and institutional users shall be billed quarterly, March, June, September and December, and shall be due and payable no less than thirty (30) days after the date of mailing.
 - 7. A surcharge of ten percent (10%) shall be added to the current bill if payment is not received on or before the due date.

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8. Invoices are payable, in Canadian currency, by cash, cheque or debit. Payments may be made in person at the municipal office, by mail, telephone/internet banking and at most financial institutions; a transaction fee may be applicable.
9. Property owners may sign up to receive their utility invoices via e-mail (e-billing).
10. Property owners may pay utility invoices through pre-authorized payments (PAP) on the due date only. Two (2) instances of returned payments shall result in removal from the PAP plan. The appropriate service charge will apply in each instance.
11. The owner on all new accounts shall be billed the applicable water and/or wastewater rates commencing on the date the water was turned on at the property. Bills will be pro-rated based on days of service.
12. For applicable properties, it shall be the responsibility of the seller to contact the municipal office to request a final water meter reading upon the sale of the property. An invoice will be generated based on the date of the last reading to the closing date. The final utility bill is the responsibility of the vendor.
13. There shall be no monetary compensation if the water has been shut off.
14. There shall be no monetary compensation for vacant units.
15. For the purpose of clarification, no exemption from the water and/or wastewater rates shall be permitted solely because of tax exempt status under the *Assessment Act*.
16. Properties connected to the municipal water and/or wastewater systems will not be eligible for wastewater rate exemption based solely on the fact that the owner does not choose to utilize the connection.
17. Any balance outstanding in the utility account after the final billing of the year will be transferred to property taxes.
18. All former by-laws or resolutions contrary to and inconsistent with this by-law are hereby repealed.

READ and passed in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk

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Schedule "A"

Properties connected to the
Long Sault/Ingleside Regional Water Treatment Plant

Effective January 1, 2020
Annual Metered Water Rates

- A. Residential:
 - 1. \$1.099 per cubic meter, with a minimum bill of \$42.31 per billing period. This is equivalent to 38.5 cubic meters per billing period.
 - 2. A multiple dwelling shall be deemed to be the equivalent of two thirds of the dwelling units it contains, as per the rate in A. 1. above.
- B. Commercial and Institutional:
 - 3. \$1.099 per cubic meter, with a minimum bill of \$42.31 per billing period. This is equivalent to 38.5 cubic meters per billing period.
- C. Industrial:
 - 4. \$1.099 per cubic meter, with a minimum bill of \$42.31 per billing period. This is equivalent to 38.5 cubic meters per billing period.
 - 5. Industrial users with an annual consumption in excess of 6,000 cubic meters shall pay \$0.878 per cubic meter consumed.

Schedule "B"

Rosedale Terrace/St. Andrews/Eamers Corners

Effective January 1, 2020
Annual Metered Water Rates

Residential/Industrial/Commercial/Institutional:

- 1. \$1.597 per cubic meter, with a minimum bill of \$61.48 per billing period. This is equivalent to 38.5 cubic meter per billing period.
- 2. A multiple dwelling shall be deemed to be the equivalent of two thirds of the dwelling units it contains, as per the rate in "1." above.

Schedule "C"

Hamlet of Newington

Effective January 1, 2020
Annual Metered Water Rates

- A. Residential:
 - 1. \$1.982 per cubic meter, with a minimum bill of \$76.31 per billing period. This is equivalent to 38.5 cubic meters per billing period.
 - 2. A multiple dwelling shall be deemed to be the equivalent of two thirds of the dwelling units it contains, as per the rate in A. 1. above.
- B. Commercial/Industrial:
 - 3. \$1.982 per cubic meter, with a minimum bill of \$76.31 per billing period. This is equivalent to 38.5 cubic meters per billing period.
- C. Institutional: primarily used as a place of worship:
 - 4. \$1.982 per cubic meter, with a minimum bill of \$76.31 per billing period. This is equivalent to 38.5 cubic meters per billing period.
- D. Other:
 - 5. \$1.982 per cubic meter, with a minimum bill of \$76.31 per billing period. This is equivalent to 38.5 cubic meters per billing period.

Annual Flat Water Rates (for residents not hooked up to water meters)

- A. Residential:
 - 1. Flat fee of \$660.97 per annum, (\$165.24 per quarter).
 - 2. A multiple dwelling shall be deemed to be the equivalent of two-thirds of the dwelling units it contains, as per the rate in A. 1. above.
- B. Commercial/Industrial:
 - 3. Commercial accounts shall be deemed the equivalent of 1.5 the rate in "A.1." above.
- C. Institutional: primarily used as a place of worship
 - 4. Flat rate of \$660.97 per annum, (\$165.24 per quarter)
- D. Other:
 - 5. All other accounts shall be assessed at the rate in "A.1." above.

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Schedule "D"

Effective January 1, 2020
Annual Wastewater Rates

Hamlets of Long Sault and Ingleside

Residential/Industrial/Commercial/Institutional:

Properties serviced with municipal wastewater shall pay wastewater rates based on their water consumption.

If properties serviced with municipal wastewater received a minimum water bill for the billing period, the property serviced with municipal wastewater shall pay wastewater rates based on a minimum consumption charge of 38.5 cubic meters of water per billing and as noted below.

A. Residential:

1. \$3.493 per cubic meter of water consumption, with a minimum bill of \$134.48 per billing period. This is equivalent to 38.5 cubic meters of water consumption per billing period.
2. A multiple dwelling shall be deemed to be the equivalent of two thirds of the dwelling units it contains, as per the rate in A. 1. above.

B. Commercial and Institutional:

3. \$3.493 per cubic meter of water consumption, with a minimum bill of \$134.48 per billing period. This is equivalent to 38.5 cubic meters of water consumption per billing period.

C. Industrial:

4. \$3.493 per cubic meter of water consumption, with a minimum bill of \$134.48 per billing period. This is equivalent to 38.5 cubic meters of water consumption per billing period.
5. Industrial users with an annual consumption in excess of 6,000 cubic meters of water shall pay \$2.791 per cubic meter consumed.



To: Council
From: Cindy Piché, Director of Finance/Treasurer
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-014 Interim Tax Levy

Recommendation:

That By-law No. 2020-014, being a by-law to provide for an interim tax levy applicable for the 2020 year, be read and passed in open Council, signed and sealed this 12th day of February, 2020.

Executive Summary:

On an annual basis, the Township must pass a by-law to provide for an interim tax levy, due dates for the payment of the interim taxes, and penalties and interest charges for the non-payment of taxes or any instalment by the due date, applicable for the year. Without this by-law, the Treasurer will be unable to bill and collect interim taxes.

New this year: payment due dates

In considering ways to better support and enable property tax payers financially and to ensure payments are made in a timely manner, Staff would like to reduce the effects of the interim payment which is 50% of the prior year annualized tax. Currently, the interim tax is due in one payment. Staff is recommending that in 2020, the interim tax be split over two payments. As such, if approved by Council, interim taxes would be due as follows: **50% of the interim levy due and payable on the 31st day of March 2020, and the balance of the interim tax levy due and payable on the 29th day of May, 2020.**

Due dates for the final taxes would be tentatively set as the last business day of July and September. These tentative tax due dates will be confirmed in By-law at a later date.

New this year: For Long Sault and Ingleside property owners, special area rates for wastewater will be removed from their property tax bill and transferred to their water/wastewater bill

This change will only impact the property owners in Long Sault and Ingleside. Long Sault and Ingleside property owners will no longer see a charge on their property tax bill for a special area rate which related to sewer charges. These sewer charges will be merged into the wastewater rates beginning in 2020. It is

important to note that these property owners will see an increase on their quarterly utility billings as the proposed rates for 2020, to be confirmed in by-law, will include an increase to offset the area rate removal from the property tax bills.

Removing the special area rates for sewer (wastewater) on the Long Sault and Ingleside property tax billings and transferring these charges to the utility billings for water and wastewater is an important step in improving transparency and clarity. Property owners within these hamlets will see all water and sewer charges will included on the utility billing. Additionally, moving the sewer charges over to the utility billings will also result in all water and wastewater billings now being linked to usage as opposed to the special area rate that was linked to property assessment value.

Internally, once the changes are set up and fully implemented, efficiencies will be incurred within Finance as all relating water and sewer charges will be included within the utility system and within the same by-law relating to water and sewer.

Background:

The Township processes interim tax bills on an annual basis. The interim tax bill cannot exceed 50% of the previous year's annualized taxes. The proposed interim tax by-law for the 2020 taxation year provides for the levy of interim taxes as outlined under Section 317 of the *Municipal Act, 2001*.

As per Sec. 317 of the *Municipal Act, 2001* a local municipality may pass a by-law for an interim tax levy. The interim levy shall not exceed fifty percent (50%) of the total annualized taxes for municipal and school purposes levied in the previous year. In order to process interim tax bills, a by-law approving the levy must be passed.

Options:

1. That By-law No. 2020-014, being a by-law to provide for an interim tax levy applicable for the 2020 year, be read and passed in open Council, signed and sealed this 12th day of February, 2020. This is the recommended option.
 2. That By-law No. 2020-014, being a by-law to provide for an interim tax levy applicable for the 2020 year, be amended to reflect one payment due date; that being section 3 of the by-law be amended to read *The interim tax levy imposed by this by-law shall become due and payable on the 31st day of March, 2020* and all other sections remaining as is.
 3. Other.
-

Financial Impact:

The interim tax levy is a requirement to provide necessary cash flows to meet the obligations of the Township.

Reviewing the impact of splitting the interim tax payment in two payments, Finance has identified that the Municipality will incur a reduction in interest earned on funds in the bank account, however, it has also been determined that overall cash flow would continue to be sufficient to meet Township obligations.

There will be minimal to no change in the revenue received by the Township for water and wastewater services from the removal of the special area rate for sewer on the Long Sault and Ingleside property tax bills as these charges will be transferred to the property owners water and sewer billings.

Risk Considerations:

Without the passing of this by-law, the Treasurer will not be able to collect interim taxes and cash flows will not be sufficient to meet Township obligations.

Others Consulted:

Municipal Act, 2001

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-014

<u>BEING</u>	a by-law to provide for an interim tax levy, due dates for the payment of the interim taxes, and penalties and interest charges for the non-payment of taxes or any instalment by the due date, applicable for the year 2020.
<u>WHEREAS</u>	the <i>Municipal Act, 2001</i> , c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;
<u>AND WHEREAS</u>	the <i>Municipal Act, 2001</i> , c. 25 s. 5 (3) provides that the powers of every council shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;
<u>AND WHEREAS</u>	the <i>Municipal Act, 2001</i> , c.25, s.317(1), provides that the council of a local municipality, before the adoption of the estimates for the year under section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;
<u>AND WHEREAS</u>	the <i>Municipal Act 2001</i> , c.25, s.317(3) (1), provides that the amount levied on a property shall not exceed fifty percent (50%) of the total amount of taxes for municipal and school purposes levied on the property for the previous year;
<u>AND WHEREAS</u>	the <i>Municipal Act, 2001</i> , c.25, s.317(3) (3), provides that for the purposes of calculating the total amount of taxes for the previous year, if any taxes for municipal and school purposes were levied on a property for only part of the previous year because assessment was added to the tax roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year;
<u>AND WHEREAS</u>	the <i>Municipal Act, 2001</i> , c.25, s.317(4) allows a municipality to levy taxes using the most recent revised assessment roll received before the passage of this by-law;
<u>AND WHEREAS</u>	the <i>Municipal Act 2001</i> , c.25, s. 317(9), provides that if the council of a municipality is of the opinion that the taxes levied under s. (1) on a property are too high or too low in relation to its estimate of the total taxes that will be levied on the property, the council may adjust the taxes on the property under s. s. (1) to the extent it considers appropriate;

AND WHEREAS the *Municipal Act 2001*, c.25, s. 345(1) and 345(2), provide that a local municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date and that a percentage charge, not to exceed 1¼ percent of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default;

AND WHEREAS the *Municipal Act 2001*, c.25, s. 345(3), provides that interest charges, not to exceed 1¼ percent each month of the amount of taxes due and unpaid, may be imposed for non-payment of taxes;

AND WHEREAS Council of the Township of South Stormont deems it necessary to levy an interim tax rate on all ratable properties using the 2019 annualized assessment for tax year 2020 to meet the financial obligations of the municipality.

NOW THEREFORE Council of the Township of South Stormont hereby enacts as follows:

1. That the Treasurer is hereby instructed to bill and collect the tax levies set at 50% of the rates outlined in By-law No. 2019-044 and as amended by By-law No. 2019-076 of the Corporation of the Township of South Stormont, and By-law Nos. 5187 and 5188 of the United Counties of Stormont, Dundas and Glengarry, passed in 2019, and of the taxes levied for education purposes as set by the Province of Ontario for the 2019 tax year. These rates are provided for in Schedule "A" attached to this By-law.
2. That the Treasurer shall use 2019 annualized assessments which consist of the 2019 returned roll received from the Municipal Property Assessment Corporation, as well as any changes in assessments occurring throughout the year.
3. That the interim tax levy imposed by this by-law shall become due and payable in instalments as follows: 50 per cent of the interim levy shall become due and payable on the 31st day of March 2020, and the balance of the interim tax levy shall become due and payable on the 29th day of May, 2020.

4. That on all taxes which are in default on the first day after the due date, a penalty of $1\frac{1}{4}$ percent shall be added and thereafter interest of $1\frac{1}{4}$ percent per month shall be added on the 1st day of each and every month thereafter while the default continues.
5. That any other by-law inconsistent to this by-law is hereby repealed.

READ AND PASSED in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk

SCHEDULE "A" TO BY-LAW NO. 2020-014
Interim Tax Rates

Property Class	Tax Class	Current Assessment	Interim Tax Rates	Total Tax Dollars
Commercial PIL: Full	CF	3,980,791	0.01500782	\$ 59,743
Commercial PIL: General	CG	1,965,000	0.00830782	\$ 16,325
Commercial Taxable: Full, Shared PIL	CH	249,678	0.01500782	\$ 3,747
Commercial Taxable: Full	CT	46,460,743	0.01500782	\$ 697,274
Commercial Taxable: Excess Land	CU	796,100	0.01050563	\$ 8,364
Commercial Taxable: Vacant Land	CX	483,811	0.01050563	\$ 5,083
Commercial PIL: General Vacant Land	CZ	363,925	0.00581565	\$ 2,116
Commercial Small-scale On-farm		-	0.00581565	\$ -
Office Building Taxable: Full	DT	894,825	0.01500782	\$ 13,429
Office Building Taxable: Excess Land	DU	107,425	0.01050563	\$ 1,129
Exempt	E	40,952,723	-	\$ -
Farmlands PIL: Full, Taxation of Province	FP	30,925	0.00148352	\$ 46
Farmlands Taxable: Full	FT	145,041,895	0.00148352	\$ 215,172
Landfill PIL: Full	HF	46,350	0.03688848	\$ 1,710
Industrial Taxable: Full, Shared PIL	IH	25,700	0.01719113	\$ 442
Industrial Taxable: Vacant Land, Shared PIL	IJ	56,675	0.01203379	\$ 682
Industrial Taxable: Excess Land, Shared PIL	IK	12,000	0.01203379	\$ 144
Industrial Taxable: Full	IT	5,857,394	0.01719113	\$ 100,695
Industrial Taxable: Excess Land	IU	172,737	0.01203379	\$ 2,079
Industrial Taxable: Vacant Land	IX	1,127,248	0.01203379	\$ 13,565
New Construction Industrial Taxable: Full	JT	5,908,772	0.01594113	\$ 94,192
New Construction Industrial Taxable: Excess Land	JU	909,278	0.01115879	\$ 10,146
Large Industrial Taxable: Full	LT	8,118,125	0.02776561	\$ 225,405
Large Industrial Taxable: Excess Land	LU	145,625	0.01943598	\$ 2,830
Multi-Residential: Taxable: Full	MT	7,417,578	0.00593407	\$ 44,016
Pipeline Taxable: Full	PT	59,629,128	0.01237038	\$ 737,635
Residential Taxable: Education Only	RD	-	0.00085000	\$ -
Residential Taxable PIL: General	RG	1,267,393	0.00508407	\$ 6,444
Residential Taxable: Full, Shared PIL	RH	2,208,812	0.00593407	\$ 13,107
Residential PIL: Full, Taxable Tenant of Province	RP	308,000	0.00593407	\$ 1,828
Residential Taxable: Full	RT	1,253,801,441	0.00593407	\$ 7,440,139
Managed Forest Taxable: Full	TT	1,447,389	0.00148352	\$ 2,147
New Construction Commercial Taxable: Full	XT	9,792,891	0.01375782	\$ 134,729
New Construction Commercial Tax.: Excess Land	XU	366,962	0.00963063	\$ 3,534
		1,599,947,339		\$ 9,857,898



To: Council
From: Ross Gellately
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-015 Recycling Agreement with City of Cornwall

Recommendation:

That By-law No. 2020-015, being a by-law to enter into an agreement with the City of Cornwall for Recycling Processing be read and passed in open Council, this 12th day of February, 2020.

Background:

The Township has been delivering curbside and depot recycling waste to the City of Cornwall processing plant since 2008. In the fall of 2019 staff met with the City of Cornwall Waste Management team to discuss, among other things, the operations and costs of the recycling processing plant.

In 2018-2019 the global market for recycling changed dramatically with waste formerly sent to China being rejected and, in some cases, returned due to what is now considered contamination. As a result of this market change, the price for recycled waste has plummeted.

This has resulted in the cost for processing of recycled waste to increase to a point where the City of Cornwall was subsidizing the Township's recycling program over the past 4 years.

As a result, the City has proposed the attached agreement which includes a revenue sharing component where the Township will receive revenue based on the tonnage of recycling processed.

Options:

1. That By-law No. 2020-015, being a by-law to enter into an agreement with the City of Cornwall for Recycling Processing be read and passed in open Council, this 12th day of February, 2020.
2. That Council not enter into an agreement with the City of Cornwall.
3. Other.

Financial Impact:

The cost and revenue included in this agreement are included in the 2020 Waste Management Budget.

Others Consulted:

City of Cornwall Waste Management Supervisor
Waste Management Managers SDG

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-015

BEING a by-law to authorize a Recycling Processing Service Agreement with the Corporation of the City of Cornwall.

WHEREAS the *Municipal Act, 2001*, c. 25, S. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25, S. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the Township of South Stormont desires to enter into a Recycling Processing Service Agreement with the Corporation of the City of Cornwall.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. That the Mayor and Director of Corporate Services/Clerk are hereby authorized to execute the Recycling Processing Service Agreement with the Corporation of the City of Cornwall, as in Schedule "A" attached hereto and forming part of this by-law.
2. That any by-law inconsistent with this by-law is hereby repealed.

READ AND PASSED in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk

Recycling Processing Service Agreement

THIS AGREEMENT made as of the _____ day of _____, 2020.

BETWEEN:

Corporation of the City of Cornwall
Having an office at 360 Pitt St
Cornwall, Ontario K6J 3P9
Office: 613-937-1777
Fax: 613-932-4506
(hereinafter referred to as the "City")

-and-

Corporation of the Township of South Stormont
Having an office at 2 Mille Roches Road
Long Sault, Ontario K0C 1P0
Office: 613-534-8889
(hereinafter referred to as "the Township")

WHEREAS:

- A. the City owns and operates a Material Recovery Facility at 2590 Cornwall Centre Road, Cornwall, Ontario. (the "**MRF**");
- B. the Township requires recycling processing services for their residential recycling program,
- C. in addition to recycling being processed through the City's Material Recovery Facility, the City is willing to provide recycling processing to the Township in exchange for the their commitment to use the Material Recovery Facility for the processing of acceptable recycling generated within the Township of South Stormont, collected by the Township's waste management service provider whether the service be provided by the Township of South Stormont, or collected as part of a contracted service that the Township has issued. (the "**Township's Contractor**"); and
- D. the City is not responsible for the manifestation of any waste or recycling that is transported from any other area other than the Township of South Stormont.

NOW THEREFORE THIS AGREEMENT WITNESSED THAT, in consideration of the mutual promises hereinafter set out and intending to legally bind the Parties hereto, the Township and the City agree as follows:

1. Definitions

Whenever used in this Agreement, the following words and terms have the meanings set out below:

- a. **"Acceptable Recycling Material"** has the meaning ascribed thereto in Section 3 of this Agreement.
- b. **"Agreement"** means this agreement, including all schedules, and all amendments or restatements as permitted.
- c. **"Applicable Laws"** means all statutes, treaties, codes, ordinances, orders, decrees, rules, regulations, permits and by-laws enacted or adopted by a Governmental Authority and all policies, practices and guidelines of any Governmental Authority or body that although not actually having the force of law, are considered by such body as requiring compliance as if having the force of law, that are binding upon either of the Parties and that are applicable to this Agreement or any portion thereof.
- d. **"Business Day"** means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario.
- e. **"Compaction"** means the use of a compaction based rear load vehicle for the collection and delivery of recyclables.
- f. **"ECA"** means the Environmental Certificate of Approval issued by the Ontario Ministry of Environment and Climate Change to the City.
- g. **"Effective Date"** has the meaning ascribed thereto in Section 2 of this Agreement.
- h. **"Facility"** has the meaning ascribed thereto in Section 4 of this Agreement.
- i. **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal, or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, body, organization or agency, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government.
- j. **"Township's Contractor"** has the meaning ascribed thereto in Recital C of this Agreement.
- k. **"Township of South Stormont"** has the meaning ascribed thereto in Recital D of this Agreement.
- l. **"Mixed Recycling"** means mixed materials comprised of different recyclable material, which includes various types of plastics, metals and paper, as often seen in a single stream residential curbside recycling program.
- m. **"Parties"** means the City and the Township and "Party" refers to any one of them.
- n. **"Recycling Fees"** has the meaning ascribed thereto in Section 5 of this Agreement.
- o. **"Term"** has the meaning ascribed thereto in Section 2 of this Agreement.

2. Term

This Agreement will commence on January 1st, 2020 (the "**Effective Date**") and **shall be in force for a term of one (1) year from the Effective Date** (the "**Term**"), subject to any termination in accordance with this Agreement. This Agreement shall be automatically renewed for subsequent periods of twelve (12) months each unless one of the Parties provide the other Party with written notice pursuant to Section 6 prior to the end of the then current Term that it does not wish to renew this Agreement.

3. Township of South Stormont Obligations –Recycling Services

a. The Township during the Term of this Agreement shall cause all Acceptable Recyclable Material that is identified by the City as acceptable within this agreement, generated within the Township South Stormont, collected by the Township's contractor within the Township, to be delivered to, and processed at the Material Recovery Facility. For the purpose of this Agreement, "**Acceptable Recyclable Material**" shall mean recyclable material identified as "**Mixed Recycling**" and outlined in the City's Solid Waste By-law 2019-034 (as amended from time to time) and shall only include curbside recycling produced by private residences, small retail stores, small commercial businesses, schools, and offices within the Township. Under no circumstances shall Acceptable Recycling include waste which is:

- i. industrial waste;
- ii. hazardous waste;
- iii. any condemned, abandoned or rejected product, by-product, or stock of any wholesale or retail establishment;
- iv. highly combustible material such as floor sandings, celluloid cuttings, motion picture film, fine sawdust, oil or gasoline soaked rags, gas containers, ammunition, dynamite, or other explosive matter, chemicals, acids, or their residues, derivatives, or by-products
- v. liquid waste, whether or not in a container;
- vi. construction or demolition waste;
- vii. large tree limbs and trunks of trees;
- viii. manure, feces (human or animal), or animal carcasses;
- ix. biomedical waste including dressings, bandages, hypodermic needles, or other infected materials from hospitals or offices of physicians, surgeons, dentists, and veterinarians;
- x. sheet iron, scrap metal, or car bodies;
- xi. earth, sand, stone, brick, concrete, asphalt, trees or stumps;
- xii. electronic waste, TV's, Remotes, VCR's;
- xiii. scrap tires;
- xiv. plastic film
- xv. styrofoam
- xvi. any other recyclable material not defined as "Mixed Recycling" located in Schedule A

- xvii. any material that in the opinion of the General Manager of the City, is detrimental to the collection and/or disposal process

4. Material Recovery Facility Hours

The hours of operation of the Material Recovery Facility for the purpose of delivery of Recyclable Material by the Township's Contractor shall be:

Monday to Friday 7:30 am- 4:30 pm

The Material Recovery Facility shall be closed Saturdays, Sundays and Statutory Holidays. Should the Township's Contractor be running late or be slightly behind schedule the Contractor or a representative from the Township shall notify the Corporation at 613-937-1777 as soon as possible. If for any reason the Material Recovery Facility hours change, the City shall provide the Township with notice in accordance with Section 10.

Once the Service Agreement is in place a delivery schedule shall be established between the City and the Township, the Township shall follow the delivery schedule and notify the Corporation of any changes or adjustments to the schedule should they occur.

5. Recycling Conditions, Fees, and Payments

- a. The Township shall, for each month during the Term of this Agreement, pay to the City for the Recycling processing charges in an amount equal to \$301.00 per tonne, for Acceptable Recyclable Material delivered by the Township's Contractor (the "**Recycling Fees**") up to a maximum allowable tonnage of 1,000 tonnes per annum. The Recycling Fees shall be inclusive of all other fees or costs that may be imposed by any level of government having jurisdiction. The Recycling Fee's shall be adjusted annually in order to cover the cost of processing the materials, this shall be limited to the costs associated with the processing of recyclables in accordance with the CPI increase or any costs associated with a change in contracted processor. Prior to the beginning of each year, the Township shall receive a notice of the processing fees for the year, should they be increasing. This information will be made available to the Township prior to budget finalization for each respective year.
- b. The City shall invoice the Township monthly for the Recycling Fees set out above, and the Township shall pay all invoices reasonably and properly submitted by the City within thirty (30) days of date thereof. Interest may be charged by the City at 1.25% per month (15% per annum) on any overdue accounts. The City shall maintain proper records at the Landfill documenting the tonnage of Recyclable Material disposed of on behalf of the Township, and the Township may have access to such records during business hours.

Schedule "A"

- c. Any costs associated with the Township's Contractor waste delivery, such as site operational issues, destruction of property, and inappropriate materials for waste delivery shall be covered by the Township. Recyclable materials delivered by individual residents of the Township of South Stormont is not permitted under this Agreement.
- d. For information collection purposes and to assist the City in improving its Solid Waste Management Master Plan, the City may, without prior notice, conduct audits of the Township's Contractor to determine and to confirm the Township's compliance with the terms and conditions of this Agreement and the City's Solid Waste Management Master Plan. The City shall communicate the results of any audits to the Township on a timely basis.
- e. The Recycling Fees shall be adjusted in accordance with the current policies and bylaws adopted by the Cornwall City Council. In particular, if at any time during the Term of this Agreement, the Recycling fees charged to the general customers of the City is set above the identified Recycling Fees, the Recycling Fees charged to the Township under this Agreement shall be adjusted accordingly. The City agrees to provide the Township with thirty (30) days' written notice of any such fee increase in accordance with Section 12.
- f. If upon inspection any Mixed Recycling arrives at the Facility that is deemed as contaminated, meaning the load contains more than 10% contamination or non-recyclable materials, it will be rejected from the Facility. The Township and the Township's Contractor will be responsible for the management of this rejected waste and the City will not accept rejected recycling loads at the Landfill.
- g. If upon inspection an inbound load has a compaction level greater than 170 kg/m³ it may be rejected. Rear compactors delivering loads with a compaction level greater than 170 kg/m³ can cause issues with increased contamination. In order to prevent a rejected load, the Township can discuss with their contractor or, if the Township performs the collection, adjustments can be made to the trucks compaction setting.
- h. The Township and the Township's Contractor must ensure that the curbside blue box program set outs are in compliance with the City of Cornwall Solid Waste By-law 2019-034. Should the Township or the Township's Contractor deliver unacceptable materials to the Facility, and contamination exceeds 10% of the total tonnage, the City will remove the material from the Facility and re-sort the material at the Township's sole expense.
- i. The Township and the Township's Contractor is responsible for the promotion and education of the Waste Reduction Program, including the blue box, to its residents now and in the future in order to reduce contamination and encourage participation in these programs.

6. Revenue Sharing

The City shall pay the Township a monthly amount of revenue based on the sale of recyclable material received within that month, this revenue amount shall be based on a calculation wherein the total revenue will be divided between all municipalities using the facility, based on their inbound recyclable material tonnage.

7. Changes to Waste Programs

The Township acknowledges and agrees that the Waste Reduction Program shall at all times be conducted in accordance with the City's Solid Waste Management Master Plan. Should at any time the Waste Reduction Program change as outlined in the City's Solid Waste Management Master Plan, the Township's Waste Reduction Program will be updated to reflect those changes. These may include, but are not limited to: additional of materials, removal of materials, specific requirements for materials etc. The City agrees to provide the Township with sixty (60) days' written notice of any such changes in accordance with Section 12.

8. Termination of AGREEMENT

- a. The Parties may, on written agreement, terminate this Agreement at any time.
- b. The City may terminate this Agreement for convenience at any time by providing the other Party with ninety (90) day's prior written notice in accordance with Section 12.
- c. The Township may terminate this Agreement for convenience at any time by providing the other Party with thirty (30) day's prior written notice in accordance with Section 11.
- d. This Agreement may be terminated prior to the end of the Term by either Party in the event that, in carrying out their obligations hereunder, as applicable:
 - i. the other Party breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of fifteen (15) Business Days' written notice from the non-breaching Party of such breach or, with respect to a breach that cannot be remedied with the fifteen (15) Business Day period, such longer period of time as may be required to remedy the breach in the circumstances, provided the breaching Party has commenced to remedy the breach within the fifteen (15) Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - ii. the other Party engages in any illegal or criminal activity;
 - iii. the other Party exhibits dishonesty, gross incompetence or willful neglect of duty;
or
 - iv. the other Party becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up,

or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against such Party.

9. Compliance

- a. The Township acknowledges that the City must comply with all Applicable Laws relating to Acceptable Recyclable Material which may be handled at Material Recovery Facility and the Township hereby agrees to abide by and comply with any such Applicable Laws in delivering and presenting Acceptable Recyclable Material to the City for handling at the Material Recovery Facility. The Agreement creates no obligation on the City to receive, accept, or dispose of any Acceptable Recyclable Material at the Material Recovery Facility which is illegal or unsuitable for recycling pursuant to Applicable Laws, the ECA or pursuant to the City's own internal standards which may be in general force or effect.
- b. The Township acknowledges and agrees that materials delivered to the Material Recovery Facility by the Township or the Township's Contractor may be subject to load inspections by Governmental Authorities other than the City. Should upon inspection by a Governmental Authority, the load or delivered materials be unacceptable due to requirements of the Governmental Authority, the Township and the Township's Contractor shall be responsible for coordination with the applicable Governmental Authority to remedy any issues discovered during these inspections.
- c. In the event that there is a change, revision, or amendment to the applicable federal or provincial laws, regulations, or orders or permits pertaining to the operation of Material Recovery Facilities in general or change in interpretation by any regulatory judicial body with respect to any such laws, regulations, orders or permits, which increase the costs to the City of conducting such operations, by the imposition of new operational requirements not already specified in the ECA or of a surcharge imposed generally across the Province of Ontario against tipping fees, the City may assess and the Township shall pay the proportionate amount of such increased operations costs with respect to Acceptable Recyclable Material handled under the terms of this Agreement. Any dispute as to the costs or the proportional amount to be paid by the Township shall be resolved in accordance with the Conflict Resolution Section.
- d. In the event the Township's Contractor brings mixed recycling to the Landfill that is not acceptable, the Township's Contractor will be turned away from the Landfill and the Township's Contractor will be responsible for the handling, transportation and/or disposal of the unacceptable waste. Should the Township's Contractor deliver waste materials to the City's Material Recovery Facility that is not permitted, the City will remove the non-permitted waste materials from the facility at the sole expense of the Township, and the Township or the Township's Contractor will be responsible for transporting the non-permitted waste materials to an appropriate disposal site. Any

dispute regarding the costs associated therewith shall be resolved in accordance with the Conflict Resolution Section.

10. Indemnification and Insurance

- a. The Township agrees to defend, indemnify and save the City harmless from all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, in any way caused by the negligence of the Township, its officers, directors, employees, contractor or agents, and in any way arising out of or in connection with the Recycling Processing, the Waste Reduction Program or otherwise in connection with this Agreement, unless solely caused by the negligence, willful misconduct or intentional acts of the City.
- b. The City agrees to defend, indemnify and save the Township harmless from all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, in any way caused by the negligence of the City, its officers, directors, employees, contractor or agents, and in any way arising out of or in connection with the Recycling Processing, the Waste Reduction Program or otherwise in connection with this Agreement, including the operation of the Material Recovery Facility unless solely caused by the negligence, willful misconduct or intentional acts of the Township.
- c. During the Term of this Agreement, each Party shall maintain in full force and effect general liability insurance, and such other insurance as may be required, with limits sufficient to cover its liabilities and obligations under this Agreement. The Parties shall provide evidence of such insurance upon written request of the other Party and shall provide the other Party with ninety (90) days' prior written notice of any material change to, cancellation or non-renewal of its insurance coverage.

11. Conflict Resolution

- a. The Parties will endeavor to resolve any difference between them on any matter in this Agreement by negotiation between or by their lawyers, and, unless there is an emergency, neither Party will initiate any other procedure until negotiations have exhausted all reasonable possibilities of resolution.
- b. The Parties may choose to facilitate their negotiations (whether conducted between themselves or by their lawyers) by the appointment of a mediator they select. If negotiations are conducted with the assistance of a mediator and no agreement is reached, the mediator will disclose only this fact and make no report unless otherwise directed by both Parties.
- c. No evidence of anything said or any admission or communication made in the course of the negotiations or mediation is admissible in any legal proceeding except with the consent of both Parties.

- d. If it is unreasonable to expect a difference between the Parties to be resolved by negotiation or continued negotiations then a Party may bring an application pursuant to the applicable legislation before a court having competent jurisdiction, or if there is no court of competent jurisdiction, then the matter shall be arbitrated by an arbitrator.
- e. Any arbitration will be conducted according to the rules for the conduct of arbitration of the Arbitration Institute of Canada Inc., in effect at the date of commencement of the arbitration, by one arbitrator appointed in accordance with the Institute's rules. The arbitration will be final and binding on the Parties.

12. Notice

Notices or correspondence relevant to this Agreement shall be delivered by fax, post, by email or by hand to the following addresses:

- a. For the Township,

Name: Public Works
2 Mille Roches Road
Long Sault, Ontario
K0C 1P0
Phone: 613-534-8889
Email: ross@southstormont.ca copy to
loriann@southstormont.ca
Attention: Ross Gellately

- b. For the City

Name: Environmental Services
861 Second Street West
PO Box 877
Cornwall, ON
K6H 5T9
Phone: 613-930-2787 ext. 2589
Fax: 613-932-4506
Email: cgoodwin@cornwall.ca
Attention: Carl Goodwin

13. GENERAL PROVISIONS

- a. Relationship of the Parties: This is an Agreement for the performance of services and does not and shall not be deemed to create a joint venture, partnership, and fiduciary or

agency relationship between the Parties for any purpose. The City is engaged by the Township as an independent contractor for the sole purpose of providing services. Neither the City, nor any of its personnel are engaged as an employee, servant or agent of the Township.

- b. Changes: Save and except for corporate mergers or municipal amalgamations, this Agreement may not be assigned in whole or in part by either the City or the Township without the prior written approval of both Parties and such approval will not be unreasonably withheld. This Agreement shall only be amended or modified by the written agreement of both the City and the Township.
- c. Entire Agreement: This Agreement supersedes any prior or collateral agreements or arrangements, whether verbal or written, between the Parties with respect to the subject matter hereof, and constitutes the entire agreement between the Parties relating to the processing of Acceptable Recyclable Material at the Material Recovery Facility.
- d. Binding: Notwithstanding any corporate mergers, or amalgamations or restructuring of municipalities involving the City or the Township, this Agreement is binding on successors and assigns of the Parties.
- e. Survival: Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- f. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- g. Severability: Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- h. Force Majeure: No Party shall be liable for any delay or failure in the performance of this Agreement if caused by an act of God or any factor beyond the reasonable control and not reasonably foreseeable by such Party. In such event, the affected Party shall notify the other Party as soon as possible of such force majeure condition and the estimated duration of such condition.
- i. Waivers: The waiver by a Party of a breach of any term or condition of the Agreement shall not prevent the enforcement of that term or condition by that Party in the case of a

subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

- j. Execution and Delivery: This Agreement may be executed in counterparts, including counterparts by facsimile transmission or scanned emailed copies. Each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

DRAFT

Schedule "A"

IN WITNESS WHEREOF the Parties have executed this Agreement through their duly authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED

CORPORATION OF THE CITY OF CORNWALL

THE TOWNSHIP OF SOUTH STORMONT

By: _____

By: _____

Print: _____

Print: Bryan McGillis, Mayor

Witness: _____

Witness: _____

By: _____

By: _____

Print: _____

Print: Loriann Harbers, Director of Corporate Services/Clerk

Date: _____

Date: _____

**Schedule A
Mixed Recycling
Acceptable materials
See Attached.**

DRAFT

Single Stream Acceptable Mixed Recycling

1. Newspaper, mixed paper, box board, magazines, catalogues, household fine paper, etc.
2. Books, soft cover or with hard cover removed, telephone books
3. Brown bags
4. Wrapping paper
5. Corrugated cardboard
6. Aseptic cartons
7. Aluminum cans, containers, plates and foil
8. Steel cans and containers
9. Metal paint cans (empty, dry, lids removed- no plastic paint pails)
10. Aerosol cans (empty, no propane or butane containers)
11. Frozen juice containers
12. Cartons (milk, juice, cream)
13. Egg cartons (plastic or fibre)
14. Clear glass containers
15. Coloured glass containers
16. Plastic containers including PET, HDPE, mixed plastics, tubs and lids (Generally #1,2, and 5)
17. Clam shell packages

The Township of South Stormont
ACTION REQUEST
Planning and Development Department



To: Council
From: Peter Young, Director of Planning/EDO
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-016 CIP Agreement – 2685492 Ontario Inc.
Roll # 040600601176518
3 Maple Street, Ingleside

Recommendation:

That By-law No. 2020-016, being a by-law to enter into a Community Improvement Plan Agreement for a Tax-Based Redevelopment Grant with 2685492 Ontario Inc. for the redevelopment of the property located at 3 Maple Street, Ingleside, be read and passed in open Council, signed and sealed this 12th day of February, 2020.

Background:



Council approved an application for Community Improvement Program (CIP), Program 3: Tax-Based Redevelopment Grant to 2685492 Ontario Inc. on April 10, 2019 for the proposed construction of 12 townhome units located at 3 Maple Street in Ingleside.

This development represents Phase 2 of the Maple Court project, which was originally approved in 2003-2004. The new owners of the property plan to complete Phase 2, which has remained undeveloped for more than 15 years.

The approved application for the Tax-Based Redevelopment Grant allows for a reimbursement of 80% of the increase between current Township taxes and

Township taxes following redevelopment. The difference in the property taxes after redevelopment will be reimbursed to the developer over a 10-year period.

Options:

1. That By-law No. 2020-016, being a by-law to enter into a Community Improvement Plan Agreement for a Tax-Based Redevelopment Grant with 2685492 Ontario Inc. for the redevelopment of the property located at 3 Maple Street, Ingleside, be read and passed in open Council, signed and sealed this 12th day of February, 2020. This is the recommended option.
 2. That Council decline to enter into a CIP Agreement with 2685492 Ontario Inc. This is not recommended as the application has been approved and the project meets the goals of the Tax-Based Redevelopment Grant.
 3. Other
-

Financial Impact:

The total amount to be reimbursed to the developer is dependent on the assessed value of the property after construction. Based on a preliminary analysis and estimated value of approximately \$205,000 per unit, the rebate would be approximately \$97,000 over the 10-year period (approximately \$800 per unit per year). After the 10-year rebate period, the Township will collect the full amount of the property taxes, approximately \$13,000 per year compared to approximately \$500 per year raised currently.

Risk Considerations:

The agreement is based on a template provided by the City of Cornwall, which has extensive experience using CIP agreements to encourage redevelopment.

Others Consulted:

Director of Finance/Treasurer

Prepared By:

Chris Hemond, Economic Development and Communications Coordinator

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-016

<u>BEING</u>	a by-law to enter into a Community Improvement Plan Agreement between the Township of South Stormont and 2685492 Ontario Inc. for improvements to vacant lands at 3 Maple Street, Ingleside
<u>WHEREAS</u>	the <i>Municipal Act, 2001</i> , c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;
<u>AND WHEREAS</u>	the <i>Municipal Act, 2001</i> , c. 25 s. 5 (3) provides that the powers of every council are to be exercised by by-law;
<u>AND WHEREAS</u>	the <i>Planning Act, R.S.O. 1990</i> , Section 28 (7) states that the municipality may make grants or loans to registered owners, assessed owners and tenants of lands and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan;
<u>AND WHEREAS</u>	Council of the Township of South Stormont desires to enter into a Community Improvement Plan Agreement for the purpose of carrying out the provisions of the municipality’s Community Improvement Plan.
<u>NOW THEREFORE</u>	Council of the Corporation of the Township of South Stormont enacts as follows: <div><div>1.</div><div>That the Township of South Stormont enter into a Community Improvement Plan Agreement for Program 3, Stream B, with 2685492 Ontario Inc. for the property described as Part Block T, Plan 230 being Parts 1, 2 & 3 on Plan 52R-7333 South Stormont, all within the Geographic Township of Osnabruck, further described as PIN 60238-0139.</div></div> <div><div>2.</div><div>The Mayor and Director of Corporate Services / Clerk of the municipality are hereby authorized and directed on behalf of the Township of South Stormont to execute the Agreements attached hereto as Schedule “A” forming part of this by-law.</div></div>

3. Any other by-laws inconsistent with this by-law are hereby repealed.

READ AND PASSED in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk

The Corporation of the Township of South Stormont
CIP PROGRAM 3: TAX-BASED REDEVELOPMENT GRANT

Application No.: CIP 2019-01

THIS REHABILITATION AGREEMENT is made at the Township of South Stormont this **12th** day of **February, 2020**

BETWEEN:

THE TOWNSHIP OF SOUTH STORMONT

(hereinafter referred to as the Township)

and

2685492 ONTARIO INC.

(hereinafter referred to as the Owner)

RECITALS:

WHEREAS the Township of South Stormont has adopted a Community Improvement Plan (hereinafter referred to as CIP) pursuant to the Community Improvement provisions of the Planning Act;

AND WHEREAS the Owner is the registered Owner of land located within the CIP Policy Area, which land is described in Schedule "A" of this agreement (hereinafter referred to as the "Lands");

AND WHEREAS the Owner has applied to the Township for a Grant pursuant to the CIP Program 3: Tax-Based Redevelopment Grant (TIG) Program contained in its CIP;

AND WHEREAS as a condition of approval the Owner is required by the Township to enter into this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of:

- i. The premises, covenants and agreements to be observed, fulfilled and performed pursuant to this agreement; and
- ii. The conditional approval of the Owner's application for the Grant, subject to and in accordance with the terms and conditions hereinafter recorded in this agreement,

The parties do hereby covenant and agree as follows:

Definitions:

1. In this agreement the following terms shall have the following meanings:

- 1.1. "Actual Rehabilitation Costs" means the actual costs to rehabilitate and redevelop the Lands, proven by the Owner to have been expended, and which are eligible for the Grant but shall not include the cost incurred by the Owner pursuant to any and all other programs in the CIP or otherwise for which Funds have been provided. The Township's decision as to what constitutes actual costs and the amount thereof shall be final and binding on the Owner;
- 1.2. "CIP" means the Community Improvement Plan of the Township of South Stormont, approved by Township Council and adopted by By-law Number 2013-059;
- 1.3. "Township" means the Corporation of the Township of South Stormont;
- 1.4. "Commenced, Commences and Commencement" means the day on which a building permit is issued by the Township or the day following the completion of any demolition on the Lands whichever occurs last;
- 1.5. "Funds, Funding" include loans, mortgages, refunds, Grants, waiver of fees, waiver of taxes or any other similar assistance received from the Federal, Provincial or Municipal governments or any agency thereof;
- 1.6. "Grant" means the tax increment rehabilitation grant;
- 1.7. "Lands" means the property known municipally as **3 Maple Street, Ingleside** and as more particularly described in Schedule A to this agreement;
- 1.8. "Owner" means 2685492 Ontario Inc. and includes any successors, assigns, agents, partners and any affiliated corporation;
- 1.9. "Property Taxes Levied on the Lands" shall mean the base tax level calculated on the net taxes after any and all rebates granted to the owner and/or the tenant pursuant to any statute or by-law;
- 1.10. "Rehabilitation and Rehabilitate" includes renovation, redevelopment or re-use of the Lands;
- 1.11. "Rehabilitation Costs" means the costs listed in Schedule "C".
- 1.12. "Rehabilitation Period" means the period of time starting on the day that rehabilitation of the Lands Commences and ending on the day the

rehabilitation is complete, or three (3) years from the date rehabilitation Commenced, whichever occurs first;

1.13. "Tax Increment" means the increase in municipal property taxes realized on the Lands that results from the rehabilitation of the Lands. The Tax Increment shall be calculated as the difference between the municipal portion of property taxes levied on the Lands on the day immediately prior to the Commencement of the Rehabilitation Period and the municipal portion of property taxes levied on the Lands on the day the Rehabilitation Period ends, as assessed by the Municipal Property Assessment Corporation.

TERM:

2. This agreement shall commence on the date it is executed by all parties and shall terminate on the earlier of:

2.1. The date that the Owner receives a Grant equal to the Actual approved Rehabilitation Costs; or

2.2. The tenth (10th) year anniversary of the date on which the Rehabilitation Period ends; or

2.3. The date this agreement is terminated by the Township.

Owner's Representations:

3. The Owner represents that:

3.1. It is the registered Owner of the Lands;

3.2. If a corporation it has been duly incorporated and is in good standing under the Business Corporations Act and is in compliance with all laws that may affect it and will remain so throughout the term of this agreement;

3.3. If a corporation it has the capacity to enter into this agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this agreement;

3.4. It is a resident of Canada as of the date of this agreement and that in the event the Owner ceases to be a resident of Canada, the Owner shall immediately notify the Township, and it is agreed that the Township may deduct from any or all annual grant payments such sum(s) as may be required by Customs and Revenue Canada in order to meet the Township's obligations as a payor and the Owner's obligations under the Income Tax Act (Canada) and other applicable laws.

3.5. The Lands are within the CIP area;

3.6. It has received and read a copy of the Township's CIP and that the application(s) for a Grant and all documents and information associated and attached to the application(s) are true to the best of the Owner's knowledge and belief; and

4. The Owner acknowledges that:

4.1. Notwithstanding the provision of any grant or other assistance pursuant to this agreement, the Township is not responsible for the Rehabilitation of the Lands and has no care, control or management of the process of Rehabilitation of the Lands;

4.2. The onus and responsibility is on the Owner at all times to assume all costs of Rehabilitation of the Lands and to apply for and obtain, at the Owner's expense, all approvals required from the Township and all other agencies for the Rehabilitation of the Lands;

4.3. Nothing in this agreement limits or fetters the Township in exercising its statutory jurisdiction under the Planning Act or under any other legislative authority or by-law and that in the event the Township decides to deny or oppose or appeal any such decision, that such action by the Township is not in any manner limited by reason of the Township entering into this agreement;

4.4. Nothing in this agreement is intended to impose or shall impose upon the Township any duty or obligation to inspect or examine the land for compliance or non-compliance or to provide an opinion respecting any condition of Rehabilitation; and

4.5. Nothing in this agreement is intended to be or shall be construed to be a representation by the Township regarding compliance of the land with applicable environmental laws, regulations, policies, standards, permits or approvals, or other by-laws and policies of the Township.

OWNER'S OBLIGATIONS:

5. The Owner agrees to rehabilitate the Lands in accordance with the application filed.

6. The Owner shall provide the Township with all required documentation upon request, including but not limited to documentation related to the subject of this agreement and any work necessary to rehabilitate the Lands.

7. If any grants or other assistance for Rehabilitation Costs are applied for or received, the Owner shall immediately disclose same to the Township.

8. The Owner agrees that the Rehabilitation, including improvements made to buildings and/or land, shall be made in compliance with all required Building

Permits, and constructed in accordance with the Ontario Building Code Act and all applicable zoning by-law requirements, municipal requirements and other approvals required at law, including without limitation any site plan control agreement entered into with the Township.

9. The Owner covenants to the Township that building(s) and improvements that are the subject of this Agreement will not be demolished, in whole or in part, prior to the payment of all of the grant payments.
10. Upon completion of the project, and during the Rehabilitation of the Lands as deemed necessary by the Township, the Owner shall provide the Township with documentation satisfactory to the Township as to the amount of the Actual Rehabilitation Costs incurred by the Owner. Without limiting the generality of the foregoing, the Township may appoint a consultant to inspect the lands and all work conducted thereon at a frequency to be determined by the Township. The consultant shall provide a report as to the costs incurred which are eligible for the Grant. The Owner agrees to pay all costs associated with the consultant and said costs shall be eligible Rehabilitation Costs.
11. The Owner grants to the Township and its agents a license to enter the Lands at any reasonable times for the purpose of conducting an inspection of all works being conducted and to confirm that the Owner is in compliance with the terms of this agreement.
12. The Owner will provide to the Township an annual progress report of the standing of the Rehabilitation, including, but not limited to: the status of Rehabilitation; the existence and extent of any faults or defects; the value of the work done under any contract; the amount owing to any contractor; and the amounts paid or retained by the Owners on any contract. The first report, and every report thereafter, is due within thirty (30) days of the anniversary of the start of any Grant.
13. The Owner shall ensure there are no liens or other claims outstanding in respect of the Lands at any time.
14. The Owner shall ensure that the property is maintained in its Rehabilitated condition and is not altered during the term of this agreement.
15. As a pre-condition to providing any Grant, and without which this agreement shall be of no force, the Owner shall provide a statutory declaration by a director or officer of the Owner certifying to the Township that:
 - 15.1.1. The Owner named in this agreement is the registered Owner in fee simple of the Lands and is in ownership, possession and control of the Lands and that mortgagees have not taken possession of the Lands or taken steps to take over the Lands;
 - 15.1.2. The Owner is in compliance with the terms of this agreement;

- 15.1.3. The Owner is a corporation in good standing;
- 15.1.4. The Owner has properly authorized this agreement and passed all required resolutions and by-laws for that purpose; and
- 15.1.5. No construction liens or other claims have been registered on title to the premises as a result of the Owners redevelopment of the subject land.
16. The Owner shall register this agreement on title to the Lands immediately upon approval and execution of this agreement by both parties and provide satisfactory proof of such action to the Township.
17. The Owner covenants to the Township that where the ownership of part or all of the Lands ceases for any reason to be in the Owner's name by sale, assignment or otherwise, prior to the advance of all of the grant payments, the Owner will immediately notify the Township in writing of said change and this agreement all benefits herein shall cease forthwith.

TOWNSHIP'S REPRESENTATIONS:

18. The Township makes no representations as to the environmental condition of the Lands or the fitness of the Lands for the proposed use.
19. The Township makes no representations that the proposed use of the Lands will be approved by the Township.

TOWNSHIP'S OBLIGATIONS:

20. The Township, in accordance with the Planning Act and the CIP, agrees to provide a grant to the Owner for the purpose of reimbursing the Owner for Actual Rehabilitation Costs, provided that the Owner is in compliance with this agreement, is eligible for repayment and subject to and in accordance with the terms and provisions set out in this agreement for calculating and paying Actual Rehabilitation Costs. The Township does not guarantee the amount of the Actual Rehabilitation Costs that will be eligible for a grant.

Grant:

21. Prior to obtaining any Grant, as a condition of eligibility for said Grant, the Owner must:
- 21.1. Complete the Rehabilitation of the Lands in accordance with all planning and building approvals required at law or by agreement with the Township;

- 21.2. Satisfy the Township that the Actual Rehabilitation Costs incurred have been paid in full and that there are no liens, claims or litigation in respect of the Owner's obligation to pay the Actual Rehabilitation Costs;
- 21.3. Satisfy the Township that the Rehabilitation that is subject of the Grant Application has not been substantially altered or has not been demolished;
- 21.4. Satisfy the Township that there are no outstanding work orders and/or orders or requests to comply from any Township department or other regulatory authority in respect of the Rehabilitation of the Lands and the business of the Owner related to the Lands;
- 21.5. Have the Lands assessed by the Municipal Property Assessment Corporation and the revised assessment added to the Tax Roll of the Township;
- 21.6. Demonstrate to the satisfaction of the Township that the Rehabilitation of the Lands has resulted in a Tax Increment;
- 21.7. Obtain an occupancy permit or final inspection if required from the Township for the Lands;
- 21.8. Pay all outstanding property taxes levied on the Lands for a minimum of one (1) year after the property is re-assessed by the Municipal Property Assessment Corporation;
- 21.9. Provide a written request to the Township Director of Finance/Treasurer for the initial payment of the Grant.
- 22. The Township may request any additional documentation or proof of any work claimed to be complete and may request a third party review or audit of any matter. Any third party audit shall be at the cost of the Owner. Notwithstanding the performance of an audit or the payment of any Grant(s) pursuant to this agreement, the Township shall not be stopped from having such additional audits conducted as it sees fit, in its sole discretion.
- 23. Once the required information is received by the Township and verified, the Township shall:
 - 23.1. Calculate the amount of Actual Rehabilitation Costs for which a tax based Grant is available in accordance with Schedule B and advise the Owner of the amount and payment schedule of the Grant. The decision of the Township regarding the total amount of Actual Rehabilitation Costs and the calculation of the total Grant and amount of annual grant payments is final and not subject to review by any court or other adjudicative body; and

- 23.2. Amend this agreement to include a new Schedule that shall state the total amount of all grants that the Township is obligated to pay to the Owner, and the annual amount that shall be paid. The Owner hereby consents to the amendment contemplated by this section and authorizes the Township to so amend the agreement, without the need for further approval or written consent.
24. The actual amount of each annual grant payment may be re-calculated to a lower amount in the event the Township, in its discretion, determines the original Tax Increment has been reduced in subsequent years. Where the annual grant amount is re-calculated, the Township shall amend this agreement accordingly. The Owner hereby consents to the amendment contemplated by this section and authorizes the Township to so amend the agreement, without the need for further approval or written consent.
25. The Grant shall be calculated based upon the Tax Increment directly related to the Rehabilitation of the Lands, and is not calculated based upon increases in taxes and assessment arising from occupancy or changes in occupancy.
26. Where at any time after the original redevelopment of the Lands, new construction is added to the Lands that is not part of the original Application, the Grant will be calculated only in respect of the Rehabilitation Costs set out in this agreement and the original Application.
27. Unless this agreement is terminated earlier, grant payments will cease:
- 27.1. When the total of all grant payments equals the Actual Rehabilitation Costs; or
- 27.2. After ten (10) annual grant payments, whichever comes first.
28. Grants are not payable by the Township until such time as all assessment appeals relating to the value of the Lands before the additional assessment or as to the additional assessment have been filed and decided.
29. In the event that the Lands are not Rehabilitated, the Township shall not be obligated to pay the Grant or any portion thereof, notwithstanding that there may be an increase in assessed value of the Lands.

DEFAULT AND REMEDIES:

30. The Owner is in default of this agreement where it fails to comply with any of its obligations or requirements established in this agreement. Without limiting the generality of the foregoing, the Owner shall be deemed to be in default where the Owner:

- 30.1. Fails to comply with any Township by-laws or site plan control agreements related to the Lands and its Rehabilitation and development thereof;
 - 30.2. Fails to pay and keep in good standing all municipal property taxes;
 - 30.3. Misrepresents any fact, representation or warranty made by the Owner or said fact, representation or warranty is incorrect in any material respect;
 - 30.4. Fails to perform or comply with any of the obligations contained in any other agreement entered into between the Owner and the Township related to the Lands;
 - 30.5. The Owner makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the Lands or interest of the Owner in the Lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
 - 30.6. Willfully defaults in a material way in the payment of moneys to any contractor, supplier, or creditor who has undertaken the eligible works that are subject of this agreement;
 - 30.7. Causes, permits or allows the Lands to become contaminated; or
 - 30.8. Cannot be contacted by the Township over a period of greater than one (1) year.
31. Where the Owner is in Default of this agreement, the Township shall, where practical, provide notice of the default to the Owner. The Owner shall have thirty (30) days, or such lesser amount of time as is reasonable in the circumstances, to remedy the default to the satisfaction of the Township. Where the default is not remedied to the satisfaction of the Township, the Township may exercise any remedy available at law and pursuant to this agreement. Without limiting the generality of the foregoing, the Township may:
- 31.1. Delay any grant payment;
 - 31.2. Cancel any or all grant payments;
 - 31.3. Audit the information provided by the Owner to the Township and any other information deemed relevant by the Township to investigate the

Default and the Owner hereby agrees to provide all requested information in a timely fashion and to pay all costs of the audit;

31.4. Require that the Owner repay all or any part of the Grant already provided to the Owner; and

31.5. Terminate this agreement.

32. In the event that the Rehabilitation contemplated in the Application is not Commenced within one (1) year and completed within three (3) years of the signing of this agreement, no Grant or other payment shall be paid to the Owner and this agreement shall terminate. The Township's decision as to when such works are commenced and completed is final and not subject to appeal by any court or adjudicative body.

33. Notwithstanding any other matter contained herein, where the Owner is in default of this agreement and in default of any applicable federal or municipal law or by-law of the Township or in the event that this agreement is terminated for any reason prior to payment of all Grants, the Owner agrees to repay all Grants with interest upon request.

INDEMNITY:

34. In the event that, as a result of the Township exercising any of its remedies pursuant to this agreement, there is no grant or the grant payments cease or are delayed, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Township and that the Township is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear as a result of the lapse of time (if any) where the Township is exercising its rights herein.

35. The Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the Township and its officers, employees, councilors, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:

35.1. The Township entering into this agreement; and

35.2. Any failure by the Owner to fulfill its obligations under this agreement. This indemnification shall, in respect of any matter arising prior to the termination of this agreement, remain in force following termination or expiry of this agreement.

NOTICES:

36. Any notice required to be given by either party to the other shall be given in writing and delivered in person or by prepaid first class mail to:

in the case of the Township of South Stormont to:

Loriann Harbers
Director of Corporate Services/Clerk
Township of South Stormont
2 Mille Roches Road
Long Sault, Ontario K0C 1P0

cc. Department of Planning,

in the case of the Owner to:

2685492 Ontario Inc.
15039 County Road 18
Lunenburg, ON
K0C 1R0

(or such other address as the Owner may in writing advise)

GENERAL PROVISIONS:

37. As hereinafter set out below, the following Schedules are attached to and form part of this Agreement:

Schedule "A" Description of Lands;

Schedule "B" Calculation of Rehabilitation Grant;

Schedule "C" Rehabilitation Costs;

38. Except where otherwise expressly stated in this agreement, all conditions in this agreement are for the benefit of the Township and may only be waived by the Township. No waiver is effective unless in writing. Where the Township elects to waive certain rights under this agreement it does not by implication give up any other rights and the Township expressly reserves any and all such additional rights, notwithstanding any waiver.

39. This Agreement shall be construed with all changes in number and gender as may be required by the context.

40. If any part of the Agreement is found to be illegal or otherwise unenforceable by any court of competent jurisdiction, that part shall be severed from this

Agreement and the rest of the Agreement's provisions shall remain in full force and effect.

IN WITNESS WHEREOF the parties duly execute this agreement:

This agreement shall be binding upon the parties and their heirs, executors, successors and assigns.

Dated at the Township of South Stormont, this _____ day of _____, 2020.

Chris Mainville
2685492 Ontario Inc.
Inc.

Katie Willard
2685492

Ontario

I/we have authority to bind the Corporation.

Dated at the Township of South Stormont, this _____ day of _____, 2020.

Bryan McGillis, Mayor

Loriann Harbers, Director of Corporate Services/Clerk

Schedule "A"

Legal description of Lands

Municipal Address: 3 Maple Street
Ingleside, Ontario
K0C 1M0

Legal Description: Part Block T, Plan 230, Parts 1, 2 & 3 on Plan 52R-7333,
South Stormont, Geographic Township of Osnabruck.

PIN#: 60238-0139

Schedule “B”

Grant

The Owner shall submit proof of all costs incurred by it to rehabilitate the Lands and such costs shall form Part of Schedule “C”. Once verified and accepted by the Township, in its sole discretion, these Rehabilitation Costs shall be the Actual Rehabilitation Costs to Rehabilitate the Lands.

The Annual Tax Increment Grant paid by the Township shall be calculated by subtracting from the Actual Rehabilitation Costs any Funding received from any other source related to the Rehabilitation Costs and shall be refunded as follows:

Multi-residential

1.	First Year	80% of the tax increment
2.	Second Year	80% of the tax increment
3.	Third Year	80% of the tax increment
4.	Fourth Year	80% of the tax increment
5.	Fifth Year	80% of the tax increment
6.	Sixth Year	80% of the tax increment
7.	Seventh Year	80% of the tax increment
8.	Eighth Year	80% of the tax increment
9.	Ninth Year	80% of the tax increment
10.	Tenth Year	80% of the tax increment

The total of all annual grants provided shall not exceed the Actual Rehabilitation Costs stated in Schedule “C”. The total number of annual grants shall not exceed ten (10), regardless of whether the Actual Rehabilitation Costs have been repaid.

Year 2021- 2030

Estimated at time of Application

(adjustments will be made yearly, as required, to reflect increases in assessment and taxes)

CIP Program 3 – Tax-Based Redevelopment Grant - \$8923

		Estimated Tax Redevelopment Grant (80% of tax increase)
		12 units; \$205,916
<i>2020 Tax Rate: 0.00464722</i>	Increased Assessment	\$ 2,400,000
	Year 1	8,923
	Year 2	9,101
	Year 3	9,283
	Year 4	9,469
	Year 5	9,658
	Year 6	9,851
	Year 7	10,048
	Year 8	10,249
	Year 9	10,454
	Year 10	10,663
	Total grant	97,701
	Difference	

Schedule “C”

Rehabilitation Costs

Rehabilitation costs		
(based on invoices submitted actual costs)		
Amount eligible for TIG (estimate)	2,000,000	

ANTICIPATED COST

Site Works:

\$117,000 for work described in David Brown Construction quote attached.

\$45,000 extra for road paving

20% cost contingency

\$220,000 taxes included.

Planning/Permits/Legal:

\$10,000 for planning & design

\$30,000 for permits

\$10,000 for legal

\$50,000 total (Note: this total is included in the cost per sq ft and not added as an extra cost)

Construction

12 units at 1100 square feet (sq ft) per unit = 13,200 total sq ft

13,200 sq ft @ \$130 per sq ft = \$1,716,000

Cost per sq ft derived from two most recent projects listed on the following page. Higher cost per sq ft estimate due to the addition of single car garages and price increases over past 2 years.

Total project cost estimated at approximately **\$2,000,000** (\$1,716,000 construction + \$220,000 + purchase of lot).

**Spreadsheets detailing the exact cost breakdown of projects below available upon request. Furthermore, once building designs are completed, a more detailed cost projection can be provided with all of the quotes attached.*

81,83,85,87 Farran Drive cost to build = \$507,000 (not including lot)

1000 sq ft per unit totalling 4000 sq ft

$\$507,000 / 4000 = \127 per sq ft cost to build

5373 Woodlands Rd A&B cost to build = \$230,000 (not including lot)

Unit A – 1079 sq ft & Unit B – 1053 sq ft totalling 2132 sq ft

$\$230,000 / 2132 = \108 per sq ft cost to build



To: Council
From: Cindy Piché, Director of Finance/Treasurer
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-017 to Amend By-law No. 2020-005
Fees and Charges

Recommendation:

That By-law No. 2020-017, being a by-law to amend By-law No. 2020-005, being the Fees and Charges By-law, be read and passed, signed and sealed in open Council, this 12th day of February, 2020.

Executive Summary:

On an annual basis, the Township reviews its current fees and charges for various services that are provided and updates user fee rates accordingly. The Fees and Charges By-law 2020-005 for the year 2020, was read and passed in open Council on January 22, 2020.

Staff has recently updated and changed the billing and collection process for information and payment relating to dog tags. This change in process will result in Staff no longer automatically applying unpaid dog licensing fees to property tax rolls to collect with taxes.

An option will still be available for dog owners to have the dog licensing fees added to property tax rolls if a form is completed by the property owner and submitted to the Township prior to the dog licensing fee due date of March 31st, 2020.

As a result of the above noted changes, Finance has concerns regarding the compliance of dog owners in submitting the required documentation and payment prior to the due date of March 31st. To address this concern and encourage dog owners to promptly supply the required documentation as per the dog licensing program as well as payment, Staff is recommending revising the current dog licensing fee structure to a two rate structure whereby the fee would be increased after the due date.

The proposed changes to the fees and charges by-law is expected to reduce the effects of the change in collection practices for dog licensing fees in hopes of enabling staff to continue to collect funds, and documentation, in a timely and efficient manner.

Background:

In prior years, pet owners who did not pay for their dog tags by the due date had their dog licensing fees added to their property taxes. Upon review of this process, it has been determined that the current method does not provide the Township with adequate information relating to dog ownership, allocation of costs to the property owner and required documentation pertaining to the dog. In some circumstances it was found that fees were added to property owners tax bills, and the dogs were owned by tenants.

In an effort to gain the required information and documentation, the Township is changing their procedures relating to the collection of dog, owner, and payment information.

As a result of this change, one item of concern that has been noted is the ability to collect fees. In order to encourage residents to provide the Township with the required information and in order to encourage timely payment, Staff is proposing to move towards a two-rate fee system. This system would charge the pet owner a regular fee if information is submitted and payment is received, or the Township has received authorization from the property owner to add the dog licensing fees to their property taxes, **prior to the due date**. If information is submitted and payment is received **after the due date**, the fee for the pet license would be increased, and in some cases, doubled.

The current dog licensing fees are set by By-law No. 2020-005, Schedule "C" Municipal Law Enforcement as follows:

ITEM	FEE
Dog Kennel License	\$75.00 per year (1-9 dogs) \$100.00 per year (10-24 dogs) \$150.00 per year (24+ dogs)
Boarding Kennel	\$100.00
Dog License Fee ~ intact dogs ~ spayed / neutered dogs	\$35.00 per dog per year \$25.00 per dog per year

The proposed amendments to Schedule "C" Municipal Law Enforcement are as follows:

ITEM	FEE
Dog Kennel License	
Before March 31 st , 2020	
~ 1-9 dogs	\$75.00 per year
~ 10-24 dogs	\$100.00 per year
~ 25+ dogs	\$150.00 per year

After March 31 st , 2020 ~ 1-9 dogs ~ 10-24 dogs ~ 25+ dogs	\$125.00 per year \$150.00 per year \$200.00 per year
Boarding Kennel	
Before March 31 st , 2020 After March 31 st , 2020	\$100.00 per year \$150.00 per year
Dog License Fee	
Before March 31 st , 2020 ~ intact dogs ~ spayed / neutered dogs	\$35.00 per dog per year \$25.00 per dog per year
After March 31 st , 2020 ~ intact dogs ~ spayed / neutered dogs	\$70.00 per dog per year \$50.00 per dog per year

Along with the 2020 dog license billings set to be mailed out in February, and upon approval by Council of the revised dog licensing rates, Staff will be including the following:

- a letter communicating the new dog licensing process and fees for 2020;
- a form requesting updated dog and owner information;
- a form for property owners to complete and authorize the Township to add the dog licensing fees to their property tax bills; and
- a pre-stamped envelope to assist pet owners and the Township in obtaining the required information.

Further communication on the program changes will also be posted on the Township website and social media.

Options:

1. That Council approve By-law No. 2020-017, being a by-law to amend By-law No. 2020-005.
2. That Council not approve the amendment.
3. Other.

Financial Impact:

In prior years, approximately 55% of dog owners had their fees added to property taxes. The change in dog licensing process, although required, will have an impact on the ability for Finance to collect fees due.

Finance believes the proposed two-rates structure will be an important incentive to encourage dog owners to provide the Township with the required documentation and payment in a timely manner.

Additionally, even though the Township will incur additional costs relating to postage by providing a pre-stamped envelope with the dog license billing, the benefits of having accurate and complete information and proper authorization by

the property owner to add dog licensing fees to their property taxes will outweigh the current cost of the program changes.

Others Consulted:

Directors, CAO

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-017

BEING a by-law to amend By-law No. 2020-005, being a by-law to establish and require payment of general fees and charges in the Township of South Stormont.

WHEREAS the *Municipal Act, 2001*, s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS Council of the Corporation of the Township of South Stormont did, on the 22nd day of January, 2020, pass By-law No. 2020-005, being a by-law to establish and require payment of general fees and charges in the Township of South Stormont;

AND WHEREAS Council deems it necessary to amend By-law No. 2020-005, to amend fees and charges relating to dog licensing;

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. That By-law No. 2020-005, Schedule "C" Municipal Law Enforcement, is hereby amended by deleting the following (blocks in table):

ITEM	FEE
Dog Kennel License	\$75.00 per year (1-9 dogs) \$100.00 per year (10-24 dogs) \$150.00 per year (24+ dogs)
Boarding Kennel	\$100.00
Dog License Fee ~ intact dogs ~ spayed / neutered dogs	\$35.00 per dog per year \$25.00 per dog per year

and replacing with the following:

ITEM	FEE
Dog Kennel License	
Before March 31 st , 2020	
~ 1-9 dogs	\$75.00 per year
~ 10-24 dogs	\$100.00 per year
~ 25+ dogs	\$150.00 per year
After March 31 st , 2020	
~ 1-9 dogs	\$125.00 per year
~ 10-24 dogs	\$150.00 per year
~ 25+ dogs	\$200.00 per year
Boarding Kennel	
Before March 31 st , 2020	\$100.00 per year
After March 31 st , 2020	\$150.00 per year
Dog License Fee	
Before March 31 st , 2020	
~ intact dogs	\$35.00 per dog per year
~ spayed / neutered dogs	\$25.00 per dog per year
After March 31 st , 2020	
~ intact dogs	\$70.00 per dog per year
~ spayed / neutered dogs	\$50.00 per dog per year

2. All other relevant sections of By-law No. 2020-005 shall remain.

READ and passed in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk



To: Council
From: Cindy Piché, Director of Finance/Treasurer
Date of Meeting: February 12, 2020
Subject: By-law No. 2020-018 to Amend By-law No. 2019-108 to Adopt 2020 Budget

Recommendation:

That By-law No. 2020-018, a by-law to amend By-law No. 2019-108, being a by-law to set the 2020 general operating and capital budgets for Corporate purposes, be read and passed in open Council, signed and sealed this 12th day of February, 2020.

Executive Summary:

The Water and Wastewater Budget for 2020 was deliberated in January 2020. Based on those discussions with Staff and Council the budget for water and wastewater has been revised and is included in the attached presentation.

Specific changes to the draft presented on January 14, 2020 are:

- Addition of annual budget allocation of \$10,000 pertaining to the High Water Leak Adjustment Program
 - Partially split out of administration overhead for an overall increase of \$6,000 to total budgets
- Reduction of projects
 - Maxwell/Elm St. Sewer Repair decrease of \$295,000 to capital projects
- Surplus Funds allocated to reserves in the 2020 Summary of Reserves of \$350,829

This request is to adopt the Water and Wastewater budgets for 2020 as presented attached and as requested in the by-law attached hereto.

Background:

Under Section 290 (1) of the Municipal Act, a local municipality shall prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality, including,

- (a) amounts sufficient to pay all debts of the municipality falling due within the year;
- (b) amounts required to be raised for sinking funds or retirement funds; and

(c) amounts required for any board, commission or other body. 2001, c. 25, s. 290 (1); 2006, c. 32, Sched. A, s. 120 (1).

As such, By-law No. 2019-108, being a by-law to set the 2020 general operating and capital budgets for Corporate purposes was read and passed in open Council on the 11th day of December, 2019. This By-law excluded the Water and Wastewater utilities budgets which was set for final deliberations in early 2020.

This request is to adopt the 2020 Budget for Water and Wastewater as presented and to amend By-law 2019-108 by adding Schedule "B", the Water and Wastewater Budgets for 2020, thereby finalizing and setting the 2020 Budgets.

Options:

1. That Council adopt and approve By-law No. 2020-018, being a by-law to amend By-law No. 2019-108 to include the Water and Wastewater budgets. This is the recommended option.
2. Council not approve.

Financial Impact:

Adopting the water and wastewater budget for 2020 will enable staff to commence planning, including tendering processes.

Risk Considerations:

Without adoption of the budgets, Staff will be unable to proceed with planning and execution of work and projects.

Others Consulted:

Council, CAO, Directors, Watson & Associates Economists Ltd.

South Stormont 2020 Budget Water and Wastewater

**First Draft presented January 14, 2020
Revisions & Final Draft presented February 12, 2020**



Agenda

- Revisions of first draft presented January 14, 2020
- Capital Projects
- Operations Budget Highlights
- Rates and Impact
- 2020 Budgets

Proposed 2020 Budget

Highlights of revisions from budget discussions of
Proposed Draft Budget presented on January 14, 2020

- Addition of annual budget allocation of \$10,000 pertaining to the High Water Leak Adjustment Program
 - Partially split out of administration overhead for an overall increase of \$6,000 to total budgets
- Reduction of projects
 - Maxwell/Elm St. Sewer Repair decrease of \$295,000 to capital projects
- Surplus Funds allocated to 2020 Summary of Reserves

Capital Projects

Water – Wastewater



Final List of Projects for 2020

Department	Department Sub-Group	Project	Lead	Project Cost for this year (includes unrecoverable HST)	Grants	Carry forwards/ Work in progress (Reserves)	Reserves/ Reserve Funds/ Surplus'	Debentures	Water/ Wastewater Revenue	Notes
Water	Long Sault	Water Tower Repairs	Township/ Contractor	\$ 335,000	\$ -	\$ (115,000)	\$ (220,000)	\$ -	\$ -	Carry-over project from 2019; scope of project expanded
Water	Long Sault	Long Sault Water Treatment Plant GAC - Replacement	Caneau/ Contractor	\$ 153,000	\$ -	\$ -	\$ (153,000)	\$ -	\$ -	GAC tanks carbon has reached its life span
Wastewater	Long Sault	Post Rd. Pumping Station - Pump Repairs	Caneau/ Contractor	\$ 145,000	\$ -	\$ -	\$ (145,000)	\$ -	\$ -	New system will increase the life span of the Post Road PS equipment.
Wastewater	Ingleside	Ingleside Wastewater Treatment Plant Preliminary Design	Township/ Contractor	\$ 249,738	\$ (187,304)	\$ (62,435)	\$ -	\$ -	\$ -	Completion of project from 2019 - grant funded (75%)
Wastewater	Ingleside	Detailed Design Wastewater Treatment Plant to 50% completion	Township/ Contractor	\$ 775,000	\$ -	\$ -	\$ (775,000)	\$ -	\$ -	Ingleside WWTP is at 97% of the design capacity restricting residential, commercial and industrial development
TOTAL PROJECTS				\$ 1,657,738	\$ (187,304)	\$ (177,435)	\$ (1,293,000)	\$ -	\$ -	

Operations Budget Highlights

Water – Waste Water



Proposed Operations Budget Highlights: Capital Maintenance Highlights

Long Sault WWTP:

• Pumping Station Pump - annual maintenance	\$33,000
• Plant Pump - annual maintenance	\$33,000
• ATAD Digester Repairs	\$49,000
• Biofilter Repairs/Duct Work	<u>\$27,500</u>
	\$142,500

Ingleside WWTP:

• Pumping Station Pump – annual maintenance	\$49,000
• Bar Screen Building Repairs	\$15,500
• Blower Repairs – annual overhaul maintenance	<u>\$14,500</u>
	\$79,000

2020 PROPOSED BUDGET EXPENDITURES - WATER *												
	Long Sault / Ingleside			Eamers Corners / St. Andrews			Newington			TOTAL		
	2019 Budget	2019 Forecast	2020 Budget	2019 Budget	2019 Forecast	2020 Budget	2019 Budget	2019 Forecast	2020 Budget	2019 Budget	2019 Forecast	2020 Budget
Expenditures:												
SALARIES, WAGES & BENEFITS	38,200	36,966	39,960	10,200	6,545	10,800	6,450	6,515	7,050	54,850	50,026	57,810
CONTRACTS	219,300	220,038	226,100	132,400	132,769	138,440	31,500	28,325	32,130	383,200	381,132	396,670
UTILITIES, TELECOMMUNICATIONS	309,000	301,606	302,000	13,600	10,900	13,600	11,000	8,692	11,000	333,600	321,198	326,600
OFFICE SUPPLIES AND EQUIPMENT	-	1,836	1,850	-	1,000	1,000	-	150	150	-	2,986	3,000
REPAIRS , MAINTENANCE, SMALL TOOLS, EQUIP.	100,000	125,321	110,500	12,000	21,010	15,000	18,000	22,460	18,000	130,000	168,791	143,500
INFORMATION TECHNOLOGY												
HARDWARE & EQUIPMENT	-	-	10,000	-	-	-	-	-	-	-	-	10,000
SOFTWARE, LICENSES & SUPPORT	-	-	16,350	-	-	-	-	-	-	-	-	16,350
GRANT PROGRAM	-	-	1,000	-	-	1,000	-	-	1,000	-	-	3,000
ADMINISTRATION (OVERHEAD)	89,000	75,000	69,000	12,000	8,000	7,500	16,000	12,000	11,500	117,000	95,000	88,000
PROFESSIONAL FEES	25,000	25,000	30,000	3,000	4,150	12,500	3,000	3,656	7,000	31,000	32,806	49,500
CHEMICALS	20,000	12,300	20,000	500	-	1,000	1,000	218	1,000	21,500	12,518	22,000
SAMPLING	9,500	8,861	9,500	4,000	4,095	4,000	13,000	7,907	10,000	26,500	20,863	23,500
METER REPAIRS	6,500	3,500	5,000	1,000	1,503	1,500	-	-	-	7,500	5,003	6,500
FLEET CHARGES - FUEL, MTCE, REPAIRS	15,000	14,500	17,000	2,500	2,000	2,600	2,800	2,488	2,800	20,300	18,988	22,400
BLDG/GROUNDS OPS	15,000	20,000	15,000	1,500	2,100	2,000	2,000	1,488	2,000	18,500	23,588	19,000
INSURANCE	27,500	30,212	33,500	1,600	1,716	1,890	1,900	2,065	2,300	31,000	33,993	37,690
PROPERTY TAXES	12,000	11,000	12,000	750	750	750	600	570	600	13,350	12,320	13,350
INFRASTRUCTURE REP/MAINT.	65,000	48,000	65,000	35,000	35,000	35,000	15,000	4,875	10,000	115,000	87,875	110,000
CAPITAL MAINTENANCE	82,000	48,589	40,000	-	-	47,000	34,000	41,711	10,000	116,000	90,300	97,000
CONTRIBUTION TO RESERVES	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,033,000	982,729	1,023,760	230,050	231,538	295,580	156,250	143,120	126,530	1,419,300	1,357,387	1,445,870
TOTAL CAPITAL	477,000	344,275	523,000	-	-	-	44,000	43,329	-	521,000	387,604	523,000
TOTAL EXPENDITURES INCLUDING CAPITAL	1,510,000	1,327,004	1,546,760	230,050	231,538	295,580	200,250	186,449	126,530	1,940,300	1,744,992	1,968,870

** Certain figures have been reclassified to better align operational costs, including capital maintenance, and capital costs for comparison purposes.*

2020 PROPOSED BUDGET EXPENDITURES - WASTEWATER *

	Long Sault			Ingleside			Eamers Corners			TOTAL		
	2019 Budget	2019 Forecast	2020 Budget	2019 Budget	2019 Forecast	2020 Budget	2019 Budget	2019 Forecast	2020 Budget	2019 Budget	2019 Forecast	2020 Budget
Expenditures:												
SALARIES, WAGES & BENEFITS	7,300	8,249	8,000	6,100	14,436	7,800	-	-	-	13,400	22,685	15,800
CONTRACTS	134,000	134,000	137,000	280,000	280,000	285,600	1,725	1,725	2,080	415,725	415,725	424,680
UTILITIES, TELECOMMUNICATIONS	167,500	155,900	162,900	269,500	260,000	267,500	-	-	-	437,000	415,900	430,400
OFFICE SUPPLIES AND EQUIPMENT	-	620	650	-	550	560	-	-	-	-	1,170	1,210
REPAIRS , MAINTENANCE, SMALL TOOLS, EQUIP.	169,000	37,151	50,000	100,000	100,000	100,000	-	-	-	269,000	137,151	150,000
INFORMATION TECHNOLOGY												
HARDWARE & EQUIPMENT	-	-	6,000	-	-	8,000	-	-	-	-	-	14,000
SOFTWARE, LICENSES & SUPPORT	-	-	8,700	-	-	8,350	-	-	-	-	-	17,050
BAD DEBTS, WRITE-OFFS	-	-	-	-	-	-	-	-	-	-	-	-
GRANT PROGRAM	-	-	3,500	-	-	3,500	-	-	-	-	-	7,000
ADMINISTRATION (OVERHEAD)	52,000	44,301	45,500	107,000	107,000	110,000	-	-	-	159,000	151,301	155,500
PROFESSIONAL FEES	25,000	15,503	25,000	90,000	60,000	160,000	-	-	-	115,000	75,503	185,000
CHEMICALS	10,000	17,190	10,000	275,000	265,000	275,000	-	-	-	285,000	282,190	285,000
SLUDGE DISPOSAL	21,000	24,481	15,000	100,000	100,000	100,000	-	-	-	121,000	124,481	115,000
SAMPLING	20,000	15,485	20,000	50,000	50,000	50,000	-	-	-	70,000	65,485	70,000
FLEET CHARGES - FUEL, MTCE, REPAIRS	2,500	753	2,500	2,500	500	2,500	-	-	-	5,000	1,253	5,000
BLDG/GROUNDS OPS	7,500	4,489	7,500	15,000	9,600	15,000	-	-	-	22,500	14,089	22,500
INSURANCE	19,500	21,497	24,750	28,000	30,655	34,000	-	-	-	47,500	52,152	58,750
PROPERTY TAXES	11,000	9,488	11,000	11,000	10,000	-	-	-	-	22,000	19,488	11,000
INFRASTRUCTURE REP/MAINT.	40,000	18,712	35,000	35,000	9,862	30,000	-	-	-	75,000	28,574	65,000
CAPITAL MAINTENANCE	-	27,037	142,500	51,000	51,000	79,000	-	-	-	51,000	78,037	221,500
CONTRIBUTION TO RESERVES	-	-	-	183,938	183,938	183,938	-	-	-	183,938	183,938	183,938
TOTAL EXPENDITURES	686,300	534,856	715,500	1,604,038	1,532,541	1,720,748	1,725	1,725	2,080	2,292,063	2,069,122	2,438,328
TOTAL CAPITAL	-	-	145,000	506,738	257,000	1,024,738	-	-	-	506,738	257,000	1,169,738
TOTAL EXPENDITURES INCLUDING CAPITAL	686,300	534,856	860,500	2,110,776	1,789,541	2,745,486	1,725	1,725	2,080	2,798,801	2,326,122	3,608,066

* *Certain figures have been reclassified to better align operational costs, including capital maintenance, and capital costs for comparison purposes.*

Rates and Impact

Water – Wastewater



Revenue Highlights

- ◉ Transition to one-rate for Water and Wastewater
- ◉ Removal of Wastewater Special Area Rate on Property Tax Bill and incorporate this revenue into the wastewater rates for Ingleside/Long Sault
 - ◉ Little to no impact on overall charges levied for wastewater
 - ◉ All wastewater charges will be included on the water/wastewater billing

Wastewater Rates vs Special Area Rates

- Some residents pay a Special Area Rate (S.A.R.) on their Property Tax bill for the wastewater systems.
- In 2020, with the transition to a one-rate system across the Township, S.A.R.s will be removed from Property Tax bills. As a result, residents will see a decrease on their property tax bill.
- To offset this loss in revenue from the S.A.R.s, which was used to fund the wastewater systems, an offsetting increase will be seen in the wastewater rates.

Wastewater Rates vs Special Area Rates

- Benefits of transferring the wastewater S.A.R. to the Water/Wastewater bill:
 - Users will be able to see the full charges for water and/or wastewater on one bill
 - Expected to have less confusion in regards to billings and charges
 - Water and/or wastewater rates are linked to water usage whereas the S.A.R.s were linked to property assessments
 - Once setup, ease of administration and monitoring

Water Rate Forecast

as presented by Watson & Associates

Table 6-1
Township of South Stormont
Water Service
Water Rate Forecast

Water Rates	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<u>Consumptive Rates (\$/m³)</u>											
<u>Long Sault/Ingleside</u>											
Residential	1.029	1.099	1.173	1.252	1.337	1.428	1.525	1.628	1.738	1.856	1.982
Non-residential	1.029	1.099	1.173	1.252	1.337	1.428	1.525	1.628	1.738	1.856	1.982
Large Industrial (>6,000 m3)	0.822	0.878	0.937	1.000	1.068	1.141	1.218	1.301	1.388	1.483	1.583
% Increase		6.8%	6.7%	6.7%	6.8%	6.8%	6.8%	6.8%	6.8%	6.8%	6.8%
<u>Eamers Corners/St. Andrews</u>											
Residential	1.597	1.597	1.597	1.597	1.597	1.597	1.597	1.628	1.738	1.856	1.982
Non-residential	1.597	1.597	1.597	1.597	1.597	1.597	1.597	1.628	1.738	1.856	1.982
% Increase		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.9%	6.8%	6.8%	6.8%
<u>Newington ¹</u>											
Residential	n/a	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982
Non-residential	n/a	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982
% Increase		n/a	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

1. 2019 Newington water rates are \$661 for residential customers and \$991 for industrial/commercial customers

Wastewater Rate Forecast

as presented by Watson & Associates

Table 6-2
Township of South Stormont
Wastewater Service
Wastewater Rate Forecast

Wastewater Rates	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<u>Flow Rates (\$/m³)</u>											
<u>Long Sault ¹</u>											
Residential	n/a	3.493	3.702	3.923	4.158	4.407	4.671	4.950	5.246	5.560	5.893
Non-residential	n/a	3.493	3.702	3.923	4.158	4.407	4.671	4.950	5.246	5.560	5.893
Large Industrial (>6,000 m ³)	n/a	2.791	2.958	3.135	3.323	3.522	3.733	3.956	4.192	4.443	4.709
% Increase		n/a	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
<u>Ingleside ¹</u>											
Residential	n/a	3.493	3.702	3.923	4.158	4.407	4.671	4.950	5.246	5.560	5.893
Non-residential	n/a	3.493	3.702	3.923	4.158	4.407	4.671	4.950	5.246	5.560	5.893
Large Industrial (>6,000 m ³)	n/a	2.790	2.957	3.134	3.322	3.520	3.731	3.954	4.191	4.442	4.708
% Increase		n/a	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%

1. 2019 Long Sault & Ingleside wastewater rates imposed based on 225% of the annual water bill



Water Rate Forecast and Annual Customer Bill Impacts

Based on annual residential water consumption of 182 m³

Water Rates	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<u>Long Sault/Ingleside</u>											
Consumptive Rates (\$/m ³)	1.029	1.099	1.173	1.252	1.337	1.428	1.525	1.628	1.738	1.856	1.982
Annual Bill (\$)	188	200	214	228	244	260	278	297	317	338	361
% Increase (Annual Bill)		6.8%	6.7%	6.7%	6.8%	6.8%	6.8%	6.8%	6.8%	6.8%	6.8%
<u>Eamers Corners/St. Andrews</u>											
Consumptive Rates (\$/m ³)	1.597	1.597	1.597	1.597	1.597	1.597	1.597	1.628	1.738	1.856	1.982
Annual Bill (\$)	291	291	291	291	291	291	291	297	317	338	361
% Increase (Annual Bill)		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.9%	6.8%	6.8%	6.8%
<u>Newington</u>											
Consumptive Rates (\$/m ³)	n/a	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982	1.982
Annual Bill (\$)	661	361	361	361	361	361	361	361	361	361	361
% Increase (Annual Bill)		-45.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Average residential change expected:

Long Sault/Ingleside + \$12.00

Eames Corners/St. Andrews + \$0.00

Newington - \$300.00 (decrease)

Wastewater Rate Forecast and Annual Customer Bill Impacts

Based on annual residential water consumption of 182 m³



Wastewater Rates	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<u>Long Sault & Ingleside</u>											
Flow Rates (\$/m ³)	n/a	3.493	3.702	3.923	4.158	4.407	4.671	4.950	5.246	5.560	5.893
<u>Annual Wastewater Charges</u>											
Annual Wastewater Bill	421	636	674	714	757	802	850	901	955	1,012	1,073
Annual Special Area Sewer Tax Bill	207										
Total Annual Wastewater Charges	628	636	674	714	757	802	850	901	955	1,012	1,073
% Increase (Total Annual Charges)		1.2%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%

Average residential increase
expected of \$8.00

2020 Budget Water and Wastewater



Township of South Stormont

2020 Budget

Water



	TOTAL		
	2019 Budget	2019 Forecast	2020 Budget
Revenue:			
RESIDENTIAL, COMMERCIAL & INDUSTRIAL	\$ 1,471,500	\$ 1,467,300	\$ 1,464,609
	-	-	-
FEES & PENALTIES	16,800	18,890	17,100
CONDITIONAL GRANTS	5,800	5,800	-
NEW CONNECTION FEES	-	102,869	-
DEBENTURES	315,000	295,000	-
CONTRIBUTION FROM RESERVES	191,186	191,186	488,000
TOTAL REVENUE	2,000,286	2,081,045	1,969,709
Expenditures:			
SALARIES, WAGES & BENEFITS	54,850	50,026	57,810
CONTRACTS	383,200	381,132	396,670
UTILITIES, TELECOMMUNICATIONS	333,600	321,198	326,600
OFFICE SUPPLIES AND EQUIPMENT	-	2,986	3,000
REPAIRS , MAINTENANCE, SMALL TOOLS, EQUIP.	130,000	168,791	143,500
INFORMATION TECHNOLOGY			
HARDWARE & EQUIPMENT	-	-	10,000
SOFTWARE, LICENSES & SUPPORT	-	-	16,350
GRANT PROGRAM	-	-	3,000
ADMINISTRATION (OVERHEAD)	117,000	95,000	88,000
PROFESSIONAL FEES	31,000	32,806	49,500
CHEMICALS	21,500	12,518	22,000
SAMPLING	26,500	20,863	23,500
METER REPAIRS	7,500	5,003	6,500
FLEET CHARGES - FUEL, MTCE, REPAIRS	20,300	18,988	22,400
BLDG/GROUNDS OPS	18,500	23,588	19,000
INSURANCE	31,000	33,993	37,690
PROPERTY TAXES	13,350	12,320	13,350
INFRASTRUCTURE REP/MAINT.	115,000	87,875	110,000
CAPITAL MAINTENANCE	116,000	90,300	97,000
CONTRIBUTION TO RESERVES	-	-	-
TOTAL EXPENDITURES	1,419,300	1,357,387	1,445,870
CURRENT YEAR SURPLUS/ (DEFICIT) BEFORE CAPITAL EXPENDITURES	580,986	723,658	523,839
TOTAL CAPITAL	521,000	387,604	523,000
TOTAL EXPENDITURES INCLUDING CAPITAL	1,940,300	1,744,992	1,968,870
CURRENT YEAR SURPLUS/ (DEFICIT)	59,986	336,054	839

** Certain figures have been reclassified to better align operational costs, including capital*

Township of South Stormont

2020 Budget

Wastewater



	TOTAL		
	2019 Budget	2019 Forecast	2020 Budget
Revenue:			
RESIDENTIAL, COMMERCIAL & INDUSTRIAL	\$ 1,384,766	\$ 1,456,871	\$ 1,501,044
COMMERCIAL & INDUSTRIAL	-	-	-
FEES, PENALTIES, SUPPS & OMTS	1,163,398	1,136,636	1,176,024
CONDITIONAL GRANTS	303,553	5,000	298,553
NEW CONNECTION FEES	-	6,633	-
CONTRIBUTION FROM RESERVES	121,739	121,739	982,435
TOTAL REVENUE	2,973,456	2,726,879	3,958,056
Expenditures:			
SALARIES, WAGES & BENEFITS	13,400	22,685	15,800
CONTRACTS	415,725	415,725	424,680
UTILITIES, TELECOMMUNICATIONS	437,000	415,900	430,400
OFFICE SUPPLIES AND EQUIPMENT	-	1,170	1,210
REPAIRS , MAINTENANCE, SMALL TOOLS, EQUIP.	269,000	137,151	150,000
INFORMATION TECHNOLOGY			
HARDWARE & EQUIPMENT	-	-	14,000
SOFTWARE, LICENSES & SUPPORT	-	-	17,050
BAD DEBTS, WRITE-OFFS	-	-	-
GRANT PROGRAM	-	-	7,000
ADMINISTRATION (OVERHEAD)	159,000	151,301	155,500
PROFESSIONAL FEES	115,000	75,503	185,000
CHEMICALS	285,000	282,190	285,000
SLUDGE DISPOSAL	121,000	124,481	115,000
SAMPLING	70,000	65,485	70,000
FLEET CHARGES - FUEL, MTCE, REPAIRS	5,000	1,253	5,000
BLDG/GROUNDS OPS	22,500	14,089	22,500
INSURANCE	47,500	52,152	58,750
PROPERTY TAXES	22,000	19,488	11,000
INFRASTRUCTURE REP/MAINT.	75,000	28,574	65,000
CAPITAL MAINTENANCE	51,000	78,037	221,500
CONTRIBUTION TO RESERVES	183,938	183,938	183,938
TOTAL EXPENDITURES	2,292,063	2,069,122	2,438,328
CURRENT YEAR SURPLUS/ (DEFICIT)			
BEFORE CAPITAL EXPENDITURES	681,393	657,757	1,519,728
TOTAL CAPITAL	506,738	257,000	1,169,738
TOTAL EXPENDITURES INCLUDING CAPITAL	2,798,801	2,326,122	3,608,066
CURRENT YEAR SURPLUS/ (DEFICIT)	174,655	400,757	349,990

* Certain figures have been reclassified to better align operational costs, including capital

Township of South Stormont

2020 Budget

Capital Project Debentures

	TOTAL		
	2019 Budget	2019 Forecast	2020 Budget
Revenue:			
LS/ING - CAPITAL WATER LEVY PAYMENT	\$ 310,399	\$ 310,272	\$ 310,272
LS/ING - VIN VISTA CAPITAL LEVY PAYMENT	13,823	13,823	13,823
LS/ING - CTY RD 36 CAPITAL LEVY PAYMENT	1,550	1,550	1,550
LS/ING - MANNING/COLONIAL CAPITAL LEVY PAYMENT	6,546	6,546	6,546
LS/ING - WALES VILLAGE CAPITAL WATER PAYMENT	18,678	18,678	18,678
EC - CAPITAL LEVY PAYMENT	2,282	2,283	2,282
NEWINGTON - CAPITAL LEVY PAYMENT	8,404	8,404	8,404
LS/ING - WINDERMERE DRIVE CAPITAL LEVY PAYMENT	-	-	7,215
CONTRIBUTION FROM RESERVES	-	-	-
TOTAL REVENUE	361,682	361,556	368,770
Expenditures:			
CAPITAL WATER PROJECT INTEREST PAYMENTS	111,434	110,340	113,852
CAPITAL WATER PROJECT PRINCIPAL PAYMENTS	197,530	197,530	209,540
CAPITAL WATER PROJECT-TIMING TO RESERVES	52,718	53,686	45,378
TOTAL EXPENDITURES	361,682	361,556	368,770
CURRENT YEAR SURPLUS/ (DEFICIT)	\$ -	\$ 0	\$ (0)



Township of South Stormont

2020 Budget

Water, Wastewater and Capital Project Debentures



Water and Wastewater 2020 Proposed Operating and Capital Budget			
	2019 Budget	2019 Forecast	2020 Budget
<u>Water</u>			
Revenue	2,000,286	2,081,045	1,969,709
Operating Expenditures			
Long Sault / Ingleside Regional	1,033,000	982,729	1,023,760
Eamers Corners / St Andrews	230,050	231,538	295,580
Newington	156,250	143,120	126,530
Total Operating Expenditures	1,419,300	1,357,387	1,445,870
Capital Expenditures			
Long Sault / Ingleside Regional	477,000	344,275	523,000
Eamers Corners / St Andrews	-	-	-
Newington	44,000	43,329	-
Total Capital Expenditures	521,000	387,604	523,000
Total Expenditures	1,940,300	1,744,992	1,968,870
TOTAL WATER SURPLUS / (DEFICIT)	59,986	336,054	839
<u>Waste Water</u>			
Revenue	2,973,456	2,726,879	3,958,056
Operating Expenditures			
Long Sault	686,300	534,856	715,500
Ingleside	1,604,038	1,532,541	1,720,748
Eamers Corners / St Andrews	1,725	1,725	2,080
Total Operating Expenditures	2,292,063	2,069,122	2,438,328
Capital Expenditures			
Long Sault	-	-	145,000
Ingleside	506,738	257,000	1,024,738
Eamers Corners / St Andrews	-	-	-
Total Capital Expenditures	506,738	257,000	1,169,738
Total Expenditures	2,798,801	2,326,122	3,608,066
TOTAL WASTEWATER SURPLUS / (DEFICIT)	174,655	400,757	349,990
<u>Capital Water Project (Debentures)</u>			
Revenue	361,682	361,556	368,770
Expenditures	361,682	361,556	368,770
TOTAL CAPITAL WATER DEFICIT	-	0	(0)
NET SURPLUS (TRANSFERS & RESERVES)	\$ 234,641	\$ 736,810	\$ 350,829
*Prior year figures adjusted for comparison purposes			

Water and Wastewater Rate Forecast

Summary of Reserves

Summary of Reserves - 2020

Department		Opening Balance Forecasted	Deductions	Additions (including Surplus allocation)	Closing Balance Forecasted
Environmental Services					
	Water	\$ 3,274,910	\$ (488,000)	\$ 839	\$ 2,787,749
	Sewer	\$ 3,915,917	\$ (982,435)	\$ 533,928	\$ 3,467,410
		<u>\$ 7,190,827</u>	<u>\$ (1,470,435)</u>	<u>\$ 534,767</u>	<u>\$ 6,255,159</u>

Questions?

Water – Wastewater



THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-018

BEING a by-law to amend By-law No. 2019-108, being a by-law to set the 2020 general operating and capital budgets for municipal purposes only.

WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25 s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the *Municipal Act, 2001*, as amended, provides for each year, a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS it is deemed expedient to adopt the budget outlining the Corporation’s annual estimates in accordance with relevant legislation;

AND WHEREAS Council of the Corporation of the Township of South Stormont did, on the 11th day of December, 2019, pass By-law No. 2019-108, being a by-law to set the 2020 general operating and capital budgets for municipal purposes only;

AND WHEREAS Council deems it necessary to amend By-law No. 2019-108, to adopt the Water and Wastewater budgets for 2020.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. That By-law No. 2019-108 is amended by adding and adopting Schedule “B” Water and Wastewater Operating and Capital Budget estimates of revenue and expenditures for municipal purposes only, attached hereto and forming part of this by-law.
2. All other relevant sections of By-law No. 2019-108 shall remain.

READ AND PASSED in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk

Corporation of the Township of South Stormont

For the twelve-month period ending December 31, 2020

	2020 Budget			
	Operating	Capital	Reserves	Total
<u>Water</u>				
Revenue	\$ 1,481,709	\$ -	\$ 488,000	\$ 1,969,709
Expenditures				
Long Sault / Ingleside Regional	1,023,760	523,000	-	1,546,760
Eamers Corners / St Andrews	295,580	-	-	295,580
Newington	126,530	-	-	126,530
Total Expenditures	1,445,870	523,000	-	1,968,870
TOTAL WATER SURPLUS / (DEFICIT)	\$ 35,839	\$ (523,000)	\$ 488,000	\$ 839
<u>Waste Water</u>				
Revenue	\$ 2,975,621	\$ -	\$ 982,435	\$ 3,958,056
Expenditures				
Long Sault	715,500	145,000	-	860,500
Ingleside	1,536,810	1,024,738	183,938	2,745,486
Eamers Corners / St Andrews	2,080	-	-	2,080
Total Expenditures	2,254,390	1,169,738	183,938	3,608,066
TOTAL WASTEWATER SURPLUS / (DEFICIT)	\$ 721,231	\$ (1,169,738)	\$ 798,497	\$ 349,990
<u>Capital Water Project (Debentures)</u>				
Revenue	368,770	-	-	368,770
Expenditures	368,770	-	-	368,770
TOTAL CAPITAL WATER DEFICIT	-	-	-	-
TOTAL SURPLUS (TO TRANSFER TO RESERVES)				\$ 350,829

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2020-019

BEING a by-law of the Township of South Stormont to adopt, confirm and ratify matters dealt with by resolution.

WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25, s. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS in many cases action that is taken or authorized to be taken by the Township of South Stormont does not lend itself to the passage of an individual by-law.

NOW THEREFORE Council of the Corporation of the Township of South Stormont enacts as follows:

1. That the minutes of the meetings of the Township of South Stormont, held on January 22 and 28, 2020, are hereby adopted.
2. That the actions of the Council of the Township of South Stormont at the meeting of February 12, 2020 in respect of each motion and resolution passed and other action taken by the Council of the Township of South Stormont are, except where the prior approval of the Local Planning Appeal Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
3. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Township of South Stormont in the above minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Township of South Stormont.
4. The Mayor and the appropriate officers of the Township of South Stormont are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of South Stormont referred to in the proceeding section.

5. The Mayor, or in the absence of the Mayor, the Deputy Mayor and the Clerk, or in the absence of the Clerk, the Deputy Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of South Stormont.

READ AND PASSED in open Council, signed and sealed this 12th day of February, 2020.

Mayor

Clerk